

Stephen F. Austin State University

MINUTES OF THE BOARD OF REGENTS



**Nacogdoches, Texas
April 13 and 14, 2015
Volume 296**

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MEETING 296

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**Stephen F. Austin State University
Minutes of the Meeting of the Board of Regents
Nacogdoches, Texas
April 13 and 14, 2015
Austin Building 307
Meeting 296**

Monday, April 13 and 14, 2015

The regular meeting of the Board of Regents was called to order in open session at 8:10 a.m. on Monday, April 13, 2015, by Chair Scott Coleman.

PRESENT:

Board Members: Dr. Scott Coleman, Chair
 Mr. David Alders
 Ms. Kelsey Brown, student member
 Mr. Bob Garrett
 Ms. Brigettee Henderson
 Mr. Steve McCarty
 Mr. Barry Nelson
 Mr. Ken Schaefer
 Mr. Ralph Todd
 Ms. Connie Ware

President: Dr. Baker Pattillo

Vice-Presidents: Dr. Richard Berry
 Mr. Danny Gallant
 Ms. Jill Still
 Dr. Steve Westbrook

General Counsel: Mr. Damon Derrick

Other SFA administrators, staff, and visitors

The meeting was recessed for committee meetings.

*The Building and Grounds Committee meeting convened at 8:10 a.m. and adjourned at 8:30 a.m.
The Finance and Audit Committee convened at 8:30 a.m. and adjourned at 11:05 a.m. The
Academic and Student Affairs Committee convened at 11:05 a.m. and adjourned at 11:59 a.m.*

The chair called to order the Committee of the Whole in open session at 1:37 p.m. and immediately called for an executive session to consider the following items:

Deliberations Regarding the Purchase, Exchange, Lease, Sale or Value of Real Property. (Texas Government Code, Section 551.072)

Deliberations Regarding Negotiated Contracts for Prospective Gifts or Donations (Texas Government Code, Section 551.073)

Consideration of Individual Personnel Matters Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of an Officer or Employee, including but not limited to basketball coaches, vice presidents and the president (Texas Government Code, Section 551.074)

Consultation with Attorney Regarding Legal Advice or Pending and/or Contemplated Litigation or Settlement Offers, including but not limited to reported complaints; EEOC complaints; Samantha Sackos v. NCAA, et al.; In re: Dr. and Mrs. J.E. Watkins Scholarship Trust; and JoAnn Fields and Rose Trotty v. Stephen F. Austin State University (Texas Government Code, Section 551.071)

The executive session ended at 3:45 p.m. The Board of Regents meeting returned to open session and recessed for the evening with no further action.

Tuesday, April 14, 2015

The regular meeting of the Board of Regents was called to order in open session at 9:00 a.m. Tuesday, April 14, 2015, in the Austin Building Board Room by Chair Scott Coleman.

PRESENT:

Board Members: Dr. Scott Coleman, Chair
 Mr. David Alders
 Ms. Kelsey Brown, student member
 Mr. Bob Garrett
 Ms. Brigettee Henderson
 Mr. Steve McCarty
 Mr. Barry Nelson
 Mr. Ken Schaefer
 Mr. Ralph Todd
 Ms. Connie Ware

President: Dr. Baker Pattillo

Vice-Presidents: Dr. Richard Berry
 Mr. Danny Gallant
 Ms. Jill Still
 Dr. Steve Westbrook

General Counsel: Mr. Damon Derrick

Other SFA administrators, staff, and visitors

Student Regent Brown led the pledge to the flags and Regent McCarty provided the invocation.

RECOGNITIONS

Athletic Director Robert Hill recognized the women's and men's track teams who were both 2015 SLC indoor track and field champions; the women's and men's basketball teams, who were both 2015 SLC champions; and the bowling team, who recently represented SFA in the NCAA national bowling tournament. Dr. Westbrook recognized the GenJacks, a pilot program to assist first generation students; students from student publications who won 51 awards at their national competition; the Jack Attack spirit team, who won the national championship in hip hop dance at the National Cheer and Dance Collegiate Competition. Gina Oglesbee recognized accounting students who participated in the recent university property inventory audit conducted by her office. Drs. Mark Ballenger and Jerry Williams gave a presentation on the Center for Heritage Research, a group of scholars who investigate and document the cultural heritage of East Texas. The Sylvans Forestry Club was recognized for winning the 2015 Southern Forestry Conclave. Dr. Berry recognized the College of Mathematics and Sciences for being awarded a National Science Foundation grant. Dr. Todd Brown presented students with the Mast Student Investment

Roundtable who won first place in the competition's growth category at the ENGAGE International Investment Education Symposium. Dr. Berry introduced those faculty members who were being recommended at the meeting for promotion in rank to full professor or professor emeritus. He recognized Dr. Ray Darville as the 2015-16 Regents Professor. Dr. Pattillo made a presentation about the Smith-Hutson Scholarships and introduced Mr. Robert Hutson and his wife Sylvia, who were guests for the meeting.

APPROVAL OF MINUTES

BOARD ORDER 15-22

Upon motion by Regent McCarty, seconded by Regent Ware, with all members voting aye, it was ordered that the minutes of the January 26 and 27, 2015 regular meeting and the March 9, 2015 special meeting be approved as presented.

PERSONNEL

BOARD ORDER 15-23

Upon motion by Regent Ware, seconded by Regent Todd, with all members voting aye, it was ordered that the following personnel items be approved.

FACULTY APPOINTMENTS

BUSINESS

Timothy Bisping, Ph.D. (Oklahoma State University), Professor of Economics and Dean of Nelson Rusche College of Business at an annual salary of \$195,000 for 100 percent time effective July 1, 2015.

EDUCATION

James Ewing, M.S. (State University of New York at Cortland), Assistant Professor of Elementary Education at an academic year salary of \$55,000 for 100 percent time, effective September 1, 2015, contingent upon completion of doctorate by August 31, 2015.

Mark Montgomery, Ph.D. (Baylor University), Assistant Professor of Elementary Education at an academic year salary of \$55,000 for 100 percent time, effective September 1, 2015.

FINE ARTS

Daniel Anguiano, M.A. (Savannah College of Art and Design), Assistant Professor of Art at an academic year salary of \$46,000 for 100 percent time, effective September 1, 2015.

LIBERAL AND APPLIED ARTS

Megan Condis, M.A. (University of Illinois-Urbana/Champaign), Assistant Professor of English at an academic year salary of 52,000 for 100 percent time, effective September 1, 2015, contingent upon completion of doctorate by August 31, 2015.

George Day, Ph.D. (Sam Houston State University), Assistant Professor of Government at an academic year salary of 50,000 for 100 percent time, effective September 1, 2015.

Paulo Dutra, Ph.D. (Purdue University), Assistant Professor of Languages, Cultures and Communications at an academic year salary of 53,000 for 100 percent time, effective September, 2015

SCIENCES AND MATHEMATICS

Stephen Mullin, Ph.D. (University of Memphis), Professor and Chair of Biology at an annual salary of \$115,000 for 100 percent time, effective July 1, 2015.

STAFF APPOINTMENTS

FORESTRY AND AGRICULTURE

Michaelle Coker, Equine Supervisor, at an annual salary of \$32,000 for 100 percent time, effective December 22, 2014.

UNIVERSITY ASSESSMENT

Rachel Jumper, Assistant Director, at an annual salary of \$56,000 for 100 percent time, effective January 19, 2015.

CHANGES OF STATUS

ATHLETICS

Brad Underwood, from Head Men's Basketball Coach at an annual base salary of \$225,000 for 100 percent time, to Head Men's Basketball Coach at an annual base salary of \$236,250 for 100 percent time, effective upon execution of the Head Coach Employment Contract. The president is authorized to negotiate and execute the Head Coach Employment Contract, upon review for legal form and sufficiency by the Office of the General Counsel.

EDUCATION

Adam Akerson, from Assistant Professor of Elementary Education at an academic year salary of \$55,000 for 100 percent time, to Assistant Professor and Early Childhood to Grade 6 Coordinator at an academic year salary of \$55,000 for 100 percent time, with a salary supplement of \$600 per month for five months, effective January 1, 2015.

Susan Casey, from Assistant Professor of Elementary Education at an academic year salary of \$56,244 for 100 percent time, to Assistant Professor and Early Childhood Master of Education Coordinator at an academic year salary of \$56,244 for 100 percent time, with a salary supplement of \$600 per month for five months, effective January 1, 2015.

Erica Dillard, from Lecturer of Elementary Education at an academic year salary of \$50,000 for 100 percent time, to Lecturer and Elementary Education Resource Room Director at an academic year salary of \$50,000 for 100 percent time, with a salary supplement of \$333 per month for five months, effective January 1, 2015.

Gloria Gresham, from Professor of Elementary Education at an academic year salary of \$92,524 for 100 percent time, to Professor and Master of Elementary Education Coordinator at an academic year salary of \$92,524 for 100 percent time, with a salary supplement of \$600 per month for five months, effective January 1, 2015.

Paula Griffin, from Assistant Professor of Elementary Education at an academic year salary of \$53,355 for 100 percent time, to Assistant Professor and Early Childhood to Grade 6 Online Coordinator at an academic year salary of \$53,355 for 100 percent time, with a salary supplement of \$600 per month for five months, effective January 1, 2015.

Robert Patterson, from Coordinator of Human Services at an annual salary of \$72,360 for 100 percent time, to Coordinator and Student Supervisor at an annual salary of \$72,360 for 100 percent time, with a salary supplement of \$200 per month for five months, effective January 1, 2015.

Kimberly Welsh, from Associate Professor of Elementary Education at an academic year salary of \$62,422 for 100 percent time, to Associate Professor and Reading Specialist Coordinator at an academic year salary of \$62,422 for 100 percent time, with a salary supplement of \$600 per month for five months, effective January 1, 2015.

Claudia Whitley, from Associate Professor of Elementary Education at an academic year salary of \$58,852 for 100 percent time, to Associate Professor and Middle Level Grades Program Coordinator at an academic year salary of \$58,852 for 100 percent time, with a salary supplement of \$600 per month for five months, effective January 1, 2015.

Dawn Williams, from Associate Professor of Elementary Education at an academic year salary of \$58,636 for 100 percent time, to Associate Professor and Middle Level Grades Online Coordinator at an academic year salary of \$58,636 for 100 percent time, with a salary supplement of \$600 per month for five months, effective January 1, 2015.

FINE ARTS

Tim King, from Professor of Music at an academic year salary of \$81,865 for 100 percent time, to Professor and Director of Choral Activities at an academic year salary of \$81,865 for 100 percent time, with a salary supplement of \$600 per month for five months, effective January 1, 2015.

HUMAN RESOURCES

John Wyatt, from Senior HR Representative at an annual salary of \$48,000 for 100 percent time, to Senior HR Representative and Team Lead for Training Software Implementation at an annual salary of \$48,000 for 100 percent time, with a salary supplement of \$300 per month for five months, effective February 18, 2015.

STUDENT PUBLICATIONS

Amy Roquemore, from Assistant Director of Marketing Communications at an annual salary of \$67,320 for 100 percent time, to Director of Student Publications and Divisional Media at an annual salary of \$67,500 for 100 percent time, effective January 19, 2015.

PROMOTIONS

The following were granted promotion to the academic rank indicated, effective fall 2015:

To Associate Professor:

Joey Bray	Agriculture
Ben Dixon	Multidisciplinary Programs
Mark Faries	Kinesiology
Robert Henderson	Math
Janice Hensarling	Nursing
Lora Jacobi	Psychology
Ginger Kelso	Human Services
Karen Migl	Nursing
Jorge Davi Salas	Music
Jessica Sams	English
Paul Sandul	History
Christina Sinclair	Kinesiology
Jeremy Stovall	Forestry
Todd Whitehead	Kinesiology
Yanli Zhang	Forestry

To Professor:

Bea Clack	Biology
Christopher Comer	Forestry
David Cook	Computer Science
Sam Copeland	Social Work
Mitchell Crocker	Management, Marketing and International Business
Keith Hubbard	Mathematics
Marlene Kahla	Management, Marketing and International Business
Scott LaGraff	Music
John McDermott	English

Donald Pratt	Biology
Anne Smith	Multidisciplinary Programs
Owen Smith	Multidisciplinary Programs

To Professor Emeritus:

Ronald Anderson	Music
Heinz Gaylord	Psychology

To Librarian II:

Erica Chapman
Marlinda Karo

To Librarian III:

Kyle Ainsworth

To Librarian IV:

Susan Clarke
Linda Reynolds

FACULTY DEVOPMENT LEAVE

The faculty members listed below were granted faculty development leave for the semester indicated.

Fall 2015
Lauren Selden, Art
Troy Davis, History

Spring 2016
Fred Allen, Music
Court Carney, History
Thomas Judson, Mathematics

REGENTS PROFESSORSHIP FOR 2015-2016

Dr. Ray Daville, Sociology, was awarded a Regents Professorship for the academic year 2015-2016.

FACULTY LEAVE OF ABSENCE WITHOUT PAY

Dr. George Franks was granted faculty leave of absence without pay for the academic year 2015-2016.

RETIREMENTS

The following retirements were accepted:

Greta Haidinyak, Associate Professor of Nursing, effective May 31, 2015.

Carl Pfaffenberg, Associate Professor of Human Sciences, effective August 31, 2015.

Marie Saracino, Professor of Human Sciences, effective December 31, 2015.

Tom Segady, Professor of Social and Cultural Analysis, effective May 31, 2015.

ACADEMIC AND STUDENT AFFAIRS

BOARD ORDER 15-24

Upon motion by Regent Henderson, seconded by Regent McCarty, with all members voting aye, it was ordered that the following academic and student affairs items be approved.

CURRICULUM CHANGES

The undergraduate and graduate curriculum changes listed in Appendix 1 were approved to be effective for fall 2015.

PURPLE PRIDE LICENSING

WHEREAS, the board members considered the following: Dr. David Creech, professor emeritus, and Dawn Stover, research associate for the SFA Mast Arboretum, invented a novel cultivar of *Prunus angustifolia*, named Purple Pride. The university filed for patent protection and has taken the plant to market. The university's intellectual property policy states, "Agreements which grant a third party the right to make, use, or sell a patented invention, invention know-how, or trade secret that has been disclosed and assigned to, or is otherwise owned by the university shall require approval by the Board of Regents." The SFA Mast Arboretum desires to license to additional nurseries.

THEREFORE, it was ordered that the president be authorized to enter into licensing agreements with GreenForest Nursery and Rusty Mangrum Nursery, as reviewed and approved by the general counsel.

ACADEMIC AND STUDENT AFFAIRS POLICY REVISIONS

The Board of Regents adopted the following policy revisions as presented in Appendix 5:

Academic Accommodation for Students with Disabilities (6.1)

At Will Employment (11.2)

Commencement (6.8)

Digital Millennium Copyright (9.3)

Employee Scholarship Program (12.5)
Extra-institutional Learning Experiences in the BAAS Degree (5.11)
Financial Aid Code of Conduct (4.7)
Leave of Absence (Faculty) (12.11)
Leave of Absence (Nonacademic) (12.12) TO BE DELETED
Mobile Device Applications (15.2)
Overload Assignments (7.20) TO BE DELETED
Parking and Traffic Regulations (13.14)
Probationary Period of Employment (11.21)
Salary Supplements, Stipends and Additional Compensation (12.16)
Staff Development (11.27)
Student Employment (10.6)
Terminal Degrees (7.3)
USA Patriot Act (11.31)

BUILDING AND GROUNDS

BOARD ORDER 15-25

Upon motion by Regent Schaefer, seconded by Regent Alders, with all members voting aye, it was ordered that the following items be approved.

OUTDOOR POOL RENOVATION BUDGET INCREASE

WHEREAS, the board members considered the following: The renovation of the outdoor pool at the SFA Recreation Center was included in the 2014-15 capital plan at a cost not to exceed \$45,000. The pricing for this project had been developed using information from a firm that is no longer available. In order to meet the necessary timeline and have the pool ready for summer 2015 use, the university contracted with another firm to perform the renovation.

Prior to the start of the renovation it was determined that additional repairs needed in the near future could be completed in a more cost-efficient and timely manner if bundled into the current project.

THEREFORE, it was ordered that the budget increase of \$38,000 be ratified for renovation of the outdoor pool at a cost not to exceed \$83,000. The source of funds for the increase will be designated fund balance.

WILLIAM R. JOHNSON COLISEUM FLOOR REPLACEMENT

WHEREAS, the board members considered the following: The current floor of the William R. Johnson Coliseum was installed approximately twenty-five years ago. The floor has been sanded and refinished numerous times since the installation. Flooring expansion has caused wood to buckle and crack in certain areas.

The coliseum is a multi-use facility. In addition to Lumberjack and Ladyjack basketball games, the facility is used for the freshman student convocation, commencement exercises, and high school basketball play-off games. Due to its age, usage and condition, the coliseum floor needs to be replaced.

THEREFORE, it was ordered that the William R. Johnson Coliseum floor be replaced at a cost not to exceed \$400,000. The fund sources will be donations and designated fund balance. It was further ordered that the president be authorized to sign associated contract(s) and purchase orders.

APPROVAL OF BUILDING AND GROUNDS POLICY REVISIONS

The Board of Regents adopted the following policy revisions as presented in Appendix 5:

Rental of University Vehicles (16.23)
Security Systems (14.10)
Smoking and Use of Tobacco Products (13.21)
Solicitation on Campus (16.25)

NAMING OF WRITING LABORATORY LOCATED IN THE FERGUSON BUILDING

It was ordered that the technical writing laboratory for the English program, currently located in Room 184 of the Ferguson Building, be named the Joe R. and Nellie M. Compton ('38 and '52) Technical Writing Lab.

NAMING OF BASKETBALL COURT LOCATED AT WILLIAM R. JOHNSON COLISEUM

It was ordered that the basketball court at William R. Johnson Coliseum be named the Buddy and Tommie Jan Lowery Court.

FINANCIAL AFFAIRS

BOARD ORDER 15-26

Upon motion by Regent Garrett, seconded by Regent Schaefer, with all members voting aye, it was ordered that the following financial affairs items be approved.

ACKNOWLEDGE RECEIPT OF AUDIT SERVICES REPORT

WHEREAS, the audit services report as presented included a Department of Athletics Audit, a School of Nursing audit, a property inventory audit, and an update on the annual audit plan.

THEREFORE, the Board of Regents received the audit services report as presented.

DESIGNATED TUITION AND STUDENT SERVICE FEE INCREASES FOR 2015-2016

WHEREAS, the board members considered the following: To sustain the current level of operations and service delivery, the university must increase designated tuition. In addition, to provide additional student services, the university must increase the student service fee.

THEREFORE, it was ordered that the designated tuition be increased from \$171 to \$185.50 per semester credit hour and the student service fee be increased from \$12 to \$12.50 per semester credit hour, effective fall 2015.

COURSE AND LAB FEES FOR FY 2015-2016

WHEREAS, the board members considered the following: Course and lab fees provide instructional departments with funds to support the actual cost of consumable supplies, service and travel related to specific courses. Course and lab fees are allocated to instructional departments for expenditures that are necessary for course delivery.

THEREFORE, it was ordered that course fees for the 2015-16 fiscal year shown in Appendix 2 were adopted. The course fees for the summer forestry courses will become effective for summer 2015; all others for fall 2015.

DESIGNATED TUITION FIXED-RATE FOR 2015-2016 ENTERING STUDENTS

WHEREAS, the board members considered the following: Pursuant to Texas Education Code 54.017, the university will offer undergraduate students the opportunity to participate in a fixed-rate tuition plan for those who enter the university during the 2015-16 fiscal year. The following fixed designated tuition rates apply for up to 12 semesters (four years) from the point of initial enrollment at a public or private institution, regardless of whether the student enrolls at any institution during those semesters. (For purpose of this plan, summer is treated as one semester.) Therefore, the 2015-2016 Fixed Rate Plan is based on the semester an undergraduate student initially enrolled at any university.

Fiscal Year 2013 cohort - \$192

Fiscal Year 2014 cohort - \$196

Fiscal Year 2015 cohort - \$204

Fiscal Year 2016 cohort - \$213

THEREFORE, it was ordered that the fixed-rate tuition amounts associated with the respective fiscal year cohorts presented above were adopted for undergraduate students who enter the university during the 2015-16 fiscal year. It was further ordered that the fixed rates apply from the point of initial enrollment at a public or private institution for up to 12 semesters, with summer enrollment counting as one semester.

APPROVAL OF FISCAL YEAR 2014-2015 SUMMER BUDGET

WHEREAS, the board members considered the following: The fiscal year 2014-15 summer budget contains two regular summer semesters and a mini-semester. The 2014-15 annual budget includes \$2,543,265 that is available to support summer school salaries and benefits. In addition \$1,199,992 of E&G salary savings and designated contingent funds are used to fund summer school salaries. Additional summer salaries of \$89,291 are supported by designated funds.

THEREFORE, it was ordered that the 2014-15 summer budget totaling \$3,832,548 was approved as presented.

GRANT AWARDS

WHEREAS, the board members considered the following: To date, the university has received multi-year grant awards applicable to fiscal year 2015 totaling \$19,748,634, an increase of \$483,662 since the last report. Of this total, grant awards allocable to fiscal year 2015 are currently \$7,329,305, an increase of \$423,297 since the last report.

The grant awards result from extensive faculty research and service engagement across many academic disciplines. The grants include direct federal, federal pass through, state and private awards.

THEREFORE, it was ordered that the additional grant awards allocable to fiscal year 2015 that total \$423,297 be approved and ratified as detailed in Appendix 3.

FY 2015-2016 ROOM AND BOARD RATES

WHEREAS, the board members considered the following: Projected student housing and food service operating costs support the need for revised room and board rates for the 2016 fiscal year. Pursuant to the relevant provisions of our food service contract, the administration and Aramark annually negotiate necessary rate increases for the upcoming fiscal year. Our contract uses the percentage increase in the Food and Beverage element of the Consumer Price Index (CPI) published by the Bureau of Labor Statistics, U. S. Department of Labor, for urban consumers ("CPI-U") in the south as a benchmark for any rate increase considered.

The proposed room and board rates for FY2016 are presented in Appendix 4 and reflect a 2.9% increase in the board plans (excluding dining dollars) and a 2.0% increase in the room rate. These revised rates will become effective for the fall semester of 2015.

THEREFORE, it was ordered that a 2.9% increase for Aramark be approved and the proposed room and board rates for FY2016 as presented in Appendix 4 be approved.

ADDITIONAL SERVICES UNDER THE EDUCATION ADVISORY BOARD STUDENT SUCCESS COLLABORATIVE AGREEMENT

WHEREAS, the board members considered the following: The university has been a member of the Education Advisory Board (EAB) Academic Affairs Forum for a number of years and for the past three years has been a part of the organization's Student Success Collaborative. EAB recently purchased GradesFirst, an advisor's tool, and is folding its capabilities into the Student Success Collaborative under the name Care Coordination Platform. The administration wishes to add the Care Coordination Platform to our services.

The platform may be added for an additional \$41,000 per year and a one-time project fee of \$16,000. The total commitment from March 31, 2015 through December 30, 2020 will be no greater than \$250,000.

THEREFORE, it was ordered that the extension of the university's participation in the Student Success Collaborative and the Care Coordination Platform through the Education Advisory Board be approved, effective through December 30, 2020, at a cost not to exceed \$250,000. It was further ordered that the president be authorized to sign the necessary contracts associated with this project.

APPROVAL OF FINANCIAL AFFAIRS POLICY REVISIONS

The Board of Regents adopted the following policy revisions as presented in Appendix 5:

Cellular Telephones and Wireless Communication Devices (3.6)
Establishing a New Departmental Account FOP (3.12)
Expenditure Authority for Financial Transactions (3.13)
Financial Exigency (3.15)
Gramm Leach Bliley Act Required Information Security (14.4)
Identity Theft Prevention (14.5)
Post Bond Issuance Federal Tax Compliance (3.5) NEW POLICY
Restrictions on Contracting with and Paying Certain Vendors (17.23)
Risk Management (13.19)
Student Accounts Receivable (3.28)

AUTHORITY TO REFINANCE BONDS WITH A PRIVATE PLACEMENT/DIRECT PURCHASE AGREEMENT

WHEREAS, the board members considered the following: At the October 27, 2014 meeting, the Board of Regents approved a bond redemption, refinancing, and issuance resolution in the event market conditions became favorable to refinance eligible outstanding bonds in a public bond offering. The university has examined refinancing options and wishes to include an additional bond refinancing option described as a private placement or direct purchase. A private placement through a "sophisticated creditor" (typically a bank) eliminates the additional costs of ratings and preparation of an official statement. The resolution presented in Appendix 6 authorizes the university to refinance eligible bonds through a private placement.

THEREFORE, it was ordered that the bond resolution presented in Appendix 6 be approved, authorizing the refinancing of eligible bonds through a private placement offering. It was further ordered that the vice president for finance and administration be delegated authority to finalize the terms of any private placement and execute all necessary documents.

AUTHORITY TO SPEND BALANCE OF TUITION REVENUE BOND PROCEEDS

WHEREAS, the board members considered the following: The university may fund Education and General (E&G) renovation projects with the Higher Education Fund (HEF), unspent tuition revenue bond proceeds, or designated funds. Major E&G renovation projects in the current capital plan were funded with HEF. Texas Education Code Sections 55.1758 and 55.1768 authorize the use of tuition revenue bond proceeds for a campus deferred maintenance reduction plan and renovation of existing structures and facilities. To leverage funds, the university would like to utilize remaining tuition revenue bond proceeds to expend on eligible E&G renovation projects that were initially funded with HEF or designated funds. Currently, the university has approximately \$460,000 in unspent tuition revenue bond proceeds.

THEREFORE, it was ordered that the Board of Regents authorized the use of unspent tuition bond proceeds to expend on eligible renovation projects that were funded with HEF or designated funds.

APPROVAL OF THE 2015-2016 MARKETING CAMPAIGN CONCEPT

WHEREAS, the board members considered the following: Richards Carlberg has presented the proposed 2015-2016 marketing campaign concept and budget for the board's approval.

Therefore, it was ordered that the 2015-2016 marketing campaign be approved as presented by Richards Carlberg at a cost not to exceed \$1.6 million and including the following elements:

- Fall branding/enrollment campaign
- Spring branding/enrollment campaign
- Website redesign
- High profile media/airports
- Campus signage and collateral
- Opportunity fund

REPORTS

The president provided a report to the regents on the following topics:

- Upcoming Dates: May 16 commencement; May 22-29 tour of Italy for the SFA A Cappella Choir; June 1 legislative session end; July 27-28 Board of Regents meeting
- Legislative Update
- Big Dips

The president recognized the student regent, Kelsey Brown, and thanked her for her year of service.

Dr. Karen Embry-Jenlink, faculty senate chair, reported on the following:

- SFA Faculty Senate Resolutions
- Senate Activity Update
- Faculty Accomplishments

Marquice Hobbs, SGA president, gave a report on the following topics:

- SGA Election Results
- Student Center Director's Advisory Board
- Archie McDonald Speaker's Series
- SFA/Nacogdoches Days at the Capital

The meeting was adjourned by Chair Coleman at 11:30 a.m.

Undergraduate Curriculum Changes 2015-2016				
Department	Number	Course Description	Action	Course/Program
BUSINESS				
Accounting	ACC 332	Intermediate Accounting	Modify	Course Proposal
Accounting	ACC 431	Governmental Accounting	Modify	Course Proposal
Accounting		BBA Accounting	Modify	Program Proposal
Bus Comm & Legal Studies	GBU 461	Information Management	Modify	Course Proposal
Bus Comm & Legal Studies		Business Communication and Corp Ed	Modify	Program Proposal
Economics & Finance	ECO 431	Contemp Econ Probs	ADD	Course Proposal
Economics & Finance	FIN 370	Financial Institutions	Modify	Course Proposal
Economics & Finance	MGT272	Management Productivity System	ADD	Course Proposal
Economics & Finance		BBA Economics	Modify	Program Proposal
Economics & Finance		BBA Finance	Modify	Program Proposal
Economics & Finance		BBA Management	Modify	Program Proposal
Economics & Finance		BBA Marketing	Modify	Program Proposal
Economics & Finance		BBA International Business	Modify	Program Proposal
Economics & Finance		BBA General Business	Modify	Program Proposal
Economics & Finance		BBA Bus Commun & International Bus	Modify	Program Proposal
MMIB	MKT 458	International Sports Marketing	ADD	Course Proposal
MMIB	MGT 480	Sports Analytics	ADD	Course Proposal
MMIB		Human Resource Management	ADD	Program Proposal
MMIB		Sports Business Major	ADD	Program Proposal
MMIB		Sports Business Minor	ADD	Program Proposal
MMIB		International Business Major	Modify	Program Proposal
MMIB		International Business Minor	Modify	Program Proposal
EDUCATION				
Elementary Education	ECH 331	Child-Centered Environments	Modify	Course Proposal
Elementary Education	ECH 332	ECH Theory and Practice	Modify	Course Proposal
Elementary Education	ECH 350	Field Experience I	Modify	Course Proposal
Elementary Education	ELE 301	Teaching Science in EC-6	Modify	Course Proposal
Elementary Education	ELE 302	Teaching Social Studies in EC-6	Modify	Course Proposal
Elementary Education	ELE 303	Teaching Mathematics in EC-6	Modify	Course Proposal
Elementary Education	ELE 304	Technology in Teaching	Modify	Course Proposal
Elementary Education	ELE 305	Science Teaching Methods	ADD	Course Proposal
Elementary Education	ELE 450	Field Experience II	Modify	Course Proposal
Elementary Education	ELE 307	Mathematics Teaching Methods	ADD	Course Proposal
Elementary Education	ELE 306	Social Studies Teaching Methods	ADD	Course Proposal
Human Services	ELE 352	Social/Environmental Foundations	Modify	Course Proposal
Elementary Education	ELE 440	Student Teaching in ECH	Delete	Course Proposal
Elementary Education	RDG 322	Language and Literacy II	Modify	Course Proposal
Elementary Education	RDG 415	Language and Literacy III	Modify	Course Proposal
Elementary Education		EC6 Undergraduate Program	Modify	Program Proposal
Elementary Education		Early Childhood Minor	Modify	Program Proposal
Human Sciences	HMS 113	Pre-ID Portfolio Development	ADD	Course Proposal

Human Sciences	HMS 418	Professional Practice	ADD	Course Proposal
Human Sciences	HMS 236L	Child Development Lab	Modify	Course Proposal
Human Sciences	HMS 241L	Intro to Early Childhood Lab	Modify	Course Proposal
Human Sciences	HMS 310	Graphics	Modify	Course Proposal
Human Sciences	HMS 310P	Graphics Practicum	Modify	Course Proposal
Human Sciences	HMS 312	Graphics II	Modify	Course Proposal
Human Sciences	HMS 312L	Graphics II Lab	Modify	Course Proposal
Human Sciences	HMS 339	Nutrition	Modify	Course Proposal
Human Sciences	HMS 349	Nutrition During the Life Cycle	Modify	Course Proposal
Human Sciences	HMS 407	Customer Relations Hospitality Ind	Modify	Course Proposal
Human Sciences	HMS 407L	Customer Relations Hospitality Ind Lab	Modify	Course Proposal
Human Sciences	HMS 413	Interior Design Port. Development	Modify	Course Proposal
Human Sciences	HMS 429	Nutrition for Sports	Modify	Course Proposal
Human Sciences	HMS 443	Infant Growth & Development	Modify	Course Proposal
Human Sciences		Food, Nutrition and Dietetics	Modify	Program Proposal
Human Services	SPH 230	Speech Disorders	Modify	Course Proposal
Human Services	SPH 233	Anatomy and Physiology of Speech	Modify	Course Proposal
Human Services	SPH 300	Clinical Intervention Methods	Modify	Course Proposal
Human Services	SPH 320	Language Disorders in Children	Modify	Course Proposal
Human Services	SPH 323	Literacy and the SLP	Modify	Course Proposal
Human Services	SPH 334	Diagnostic Methods Speech Pathology	Modify	Course Proposal
Human Services	SPH 335	Clinical Practicum	Modify	Course Proposal
Human Services	SPH 371	Introduction to Audiology	Modify	Course Proposal
Human Services	SPH 442	Seminar in Speech and Language Methods	Modify	Course Proposal
Human Services	SPH 472	Aural/Oral Habilit. Hear Imp	Modify	Course Proposal
Human Services	SPH 480	Neurological Bases of Communication	Modify	Course Proposal
Human Services		Pre-Audiology	ADD	Program Proposal
Human Services		Clinical Mental Health Counseling	Modify	Program Proposal
Human Services		Speech Language Pathology	Modify	Program Proposal
Kinesiology	HSC 410	Public Health Theory & Research	Modify	Course Proposal
Kinesiology	HSC 430	Health & The Maturation Process	Modify	Course Proposal
Kinesiology	HSC 480	Internship	Modify	Course Proposal
Kinesiology	KIN353	Physiology of Exercise	Modify	Course Proposal
Kinesiology	KIN353L	Physiology of Exercise Lab	Modify	Course Proposal
FINE ARTS				
Art	ART 310	Figure Painting	ADD	Course Proposal
Art	ART 446	History of Design	ADD	Course Proposal
Art	ART 314	Intermediate Art Film/Video Production	ADD	Course Proposal
Art	ART 412	Movie Editing	Modify	Course Proposal
Art		B.A. Studio Art - Deletion of Ad Design Concentration	Modify	Program Proposal
Art		B.A. Studio Art - Change of Required Courses & Addition of New Cine/Film Concentration	Modify	Program Proposal
Art		B.A. Studio Art - Deletion of Cinematography Concentration	Modify	Program Proposal
Art		B.A. Studio Art - Change of Required Courses & Addition of new Graphic Design concentration	Modify	Program Proposal

Art		B.A. Studio Art - Painting	Modify	Program Proposal
Art		BFA Studio Art - Deletion of Cinematography concentration	Modify	Program Proposal
Art		BFA Studio Art - Change of Required Courses & Addition of new Graphic Design concentration	Modify	Program Proposal
Art		BFA Studio Art - Change of Required Courses & Addition of New Cine/Film Concentration	Modify	Program Proposal
Art		BFA Studio Art - Deletion of Ad Design Concentration	Modify	Program Proposal
Art		BFA Studio Art - Painting	Modify	Program Proposal
Theatre		BFA Technical theatre & design	Modify	Program Proposal
FORESTRY				
Environmental Science	ENV 209	Forest Ecology	Modify	Course Proposal
Environmental Science	ENV 310	EHS	ADD	Course Proposal
Environmental Science		BS Environmental Science	Modify	Program Proposal
Forestry	FOR 402	Field Ecology	ADD	Course Proposal
Forestry	FOR 402	Field Ecology Lab	ADD	Course Proposal
Forestry	SFA 401	Leadership Development and Community Engagement	ADD	Course Proposal
Forestry	FOR 111L	Introduction to Forestry Lab	Modify	Course Proposal
Forestry	FOR 205	Forest Biometrics	Modify	Course Proposal
Forestry	FOR 205L	Forest Biometrics Lab	Modify	Course Proposal
Forestry	FOR 209	Forest Ecology	Modify	Course Proposal
Forestry	FOR 209L	Forest Ecology Lab	Modify	Course Proposal
Forestry	FOR 240	Wood Science	Modify	Course Proposal
Forestry	FOR 240L	Wood Science Lab	Modify	Course Proposal
Forestry	FOR 349	Principles of Forest Soils	Modify	Course Proposal
Forestry	FOR 349L	Principles of Forest Soils Lab	Modify	Course Proposal
Forestry	FOR 411	Timber Management	Modify	Course Proposal
Forestry	FOR 428	Intensive Silviculture	Modify	Course Proposal
Forestry	FOR 428L	Intensive Silviculture Lab	Modify	Course Proposal
Forestry	FOR 441	Eco/Mgmt/Harvest White Tail Deer	Modify	Course Proposal
Forestry	FOR 441L	Eco/Mgmt/Harvest White Tail Deer Lab	Modify	Course Proposal
Forestry	FOR 470	Forest Consulting	Modify	Course Proposal
Forestry	GIS 224	Intro to Spatial Science	Modify	Course Proposal
Forestry	GIS 224L	Intro to Spatial Science Lab	Modify	Course Proposal
LIBERAL AND APPLIED ARTS				
English	ENG 215	Poetry & Drama	Delete	Course Proposal
English	ENG 231	World Literature: Ancient to Renaissance	Delete	Course Proposal
English	ENG 232	World Literature: Since Renaissance	Delete	Course Proposal
English	ENG 234	Literary Genres	Delete	Course Proposal
English	ENG 280	Writing About Literature	Delete	Course Proposal
English	ENG 311	The Structure of English	Delete	Course Proposal
English	ENG 326	Shakespeare	Delete	Course Proposal
English	ENG 340	Intro to Folklore	Delete	Course Proposal
English	ENG 345	Shakespeare	Delete	Course Proposal
English	ENG 360	Mythology	Delete	Course Proposal
English	ENG 366	Modern Latin American Fiction	Delete	Course Proposal

English	ENG 371	Creative Writing	Delete	Course Proposal
English	ENG 375	Independent Study	Delete	Course Proposal
English	ENG 385	Literature for Children	Delete	Course Proposal
English	ENG 403	Medieval British Literature	Delete	Course Proposal
English	ENG 430	English Literature: The Romantic Period	Delete	Course Proposal
English	ENG 435	American Literature: Romantic Period	Delete	Course Proposal
English	ENG 445	American Literature: Period of Realism	Delete	Course Proposal
English	ENG 450	English Literature: 1900-1960	Delete	Course Proposal
English	ENG 455	English Literature: 1920-1960	Delete	Course Proposal
English	ENG 458	Advanced Forensic Linguistics	Modify	Course Proposal
English	ENG 475	Advanced Independent Studies in English	Delete	Course Proposal
English	ENG 480	English in the Secondary School	Delete	Course Proposal
English	ENG 485	Life and Literature of the Southwest	Delete	Course Proposal
English	ENG 490	Senior Seminar	Delete	Course Proposal
English		B.A. in English	Modify	Program Proposal
English		B.A. in English, Sec. Ed	Modify	Program Proposal
English		BFA Creative Writing, Lit Minor	Modify	Program Proposal
History		B.A. in History Soc Studies Concentration	Modify	Program Proposal
Languages, Cul & Comm	GER 335	Advanced Conversation	ADD	Course Proposal
Languages, Cul & Comm	GER 235	German Conversation	ADD	Course Proposal
Languages, Cul & Comm	GER 303	German Advanced Gramma and Composition	ADD	Course Proposal
Languages, Cul & Comm	GER 330	German Civilization and Culture	ADD	Course Proposal
Languages, Cul & Comm	GER 435	German Film and Literature	ADD	Course Proposal
Languages, Cul & Comm	GER 475	Independent Study	ADD	Course Proposal
Languages Cul & Comm		B.A. Modern Languages	Modify	Program Proposal
Multidisciplinary Programs		Liberal Arts-Social Studies Concentration	Delete	Program Proposal
Multidisciplinary Programs		Gender Studies	Modify	Program Proposal
Psychology	PSY 409	Psych Internship	ADD	Course Proposal
Psychology	PSY 361	Learning and Conditioning	Modify	Course Proposal
Psychology	PSY 200	Scientific Literacy in PSY	Modify	Course Proposal
SCIENCES AND MATHEMATICS				
Biology	BIO 301	Planetary & Space Life Science	Modify	Course Proposal
Biology	BIO 301L	Planetary & Space Life Science Lab	Modify	Course Proposal
Biology	BIO 448	Introduction to Bioinformatics	ADD	Course Proposal
Biology		B.S. Biology	Modify	Program Proposal
Chemistry		Biochemistry	Modify	Program Proposal
Chemistry		Chemistry (Biochemistry/Premed track)	Modify	Program Proposal
Chemistry		Chemistry - Secondary Education	Modify	Program Proposal
Chemistry	CHE 452	Comprehensive Biochemistry	Modify	Course Proposal
Chemistry	CHE 453	Comprehensive Biochemistry II	Modify	Course Proposal
Chemistry	CHE 454	Biochemical Techniques	Modify	Course Proposal
Chemistry	CHE 464	Advanced Biochemistry	ADD	Course Proposal
Computer Science	CSC 321	Programming Methods & File Storage	Modify	Course Proposal
Computer Science	CSC 442	Organization Programming Langs	Modify	Course Proposal

Geology	GOL 131	Introductory Geology	Modify	Course Proposal
Geology	GOL 131L	Introductory Geology Lab	Modify	Course Proposal
Geology	GOL 132	The Earth Through Time	Modify	Course Proposal
Geology	GOL 132L	The Earth Through Time Lab	Modify	Course Proposal
Geology	GOL 241	Mineralogy	Modify	Course Proposal
Geology	GOL 451	Hydrogeology Field Techniques	Modify	Course Proposal
Mathematics	MTH 127	Intro to Math for Elem Teacher	Modify	Course Proposal
Mathematics	MTH 129	Concepts & Applications	Modify	Course Proposal
Nursing	NUR 430	Nursing Research & Application	Modify	Course Proposal
Nursing	NUR 439	RN-BSN Research & Application	Modify	Course Proposal
Nursing	NUR 430P	Nursing Research & App Practicum	Delete	Course Proposal
Nursing	NUR 439P	RN-BSN Research & App Practicum	Delete	Course Proposal
Physics		Combined Science Minor	Modify	Program Proposal
Physics	PHY 118L	Acoustical Physics Lab	Modify	Course Proposal
Physics	PHY 118	Acoustical Physics	Modify	Course Proposal
Physics	PHY 321	Engineering Dynamics	Modify	Course Proposal
Physics	EGR 314	Control Systems	ADD	Course Proposal
Physics	EGR 381	Electromechanical Systems	ADD	Course Proposal
Physics	EGR 460	Engineering Capstone Design	ADD	Course Proposal
Physics	EGR 345	Fluid Mechanics	ADD	Course Proposal
Physics	EGR 370	Linear Circuit Analysis	ADD	Course Proposal
Physics	EGR 305	Mechanics of Materials	ADD	Course Proposal
Physics	EGR 344	Microcomputer Interfacing	ADD	Course Proposal
Physics	EGR 476	Special Problems	ADD	Course Proposal
Physics	EGR 475	Special Problems	ADD	Course Proposal
Physics	EGR 470	Undergraduate Research and Technical Presentations	ADD	Course Proposal
Physics		B.S. Physics	Modify	Program Proposal

Graduate Curriculum Changes 2015–2016				
BUSINESS				
Accounting	ACC 552	Advanced Accounting & Information Systems	ADD	Course Proposal
Accounting		MPAC-ACCT Stand Alone MPAC	Modify	Program Proposal
Accounting		MPAC-PACC Five-Year Degree	Modify	Program Proposal
EDUCATION				
H. Services	EPS 601	Behavioral Ethics	ADD	Course Proposal
H. Services	EPS 501	Ethics in School Psychology	ADD	Course Proposal
H. Services	SPH 515	Craniofacial Anomalies	Delete	Course Proposal
Secondary Education	AED 552	School Community Relationship	Modify	Course Proposal
Secondary Education	AED 554	Practicum for School Principals	Modify	Course Proposal
Human Services	COU 523	Legal & Ethical Issues in Counseling	Modify	Course Proposal
Human Services	COU 535	Multicultural Counseling	Modify	Course Proposal
Human Services	COU 539	Professional Counseling Practice	Modify	Course Proposal
Human Services	COU 541	Seminar in Counseling Research	Modify	Course Proposal
Human Services	COU 559	Assessment in Counseling	Modify	Course Proposal
Human Services	COU 591	Mental Healthy Psychopath	Modify	Course Proposal
Human Services	COU 594	Practicum in Counseling	Modify	Course Proposal
Human Services	EPS 589	Thesis Research	Modify	Course Proposal
Human Sciences	EPS 530	Systems in School Psychology	ADD	Course Proposal
Human Services	EPS 590	Thesis Writing	Modify	Course Proposal
Human Services	EPS 651	Multivar & Neural Network Analysis	Modify	Course Proposal
Human Services	EPS 655	Practicum	Modify	Course Proposal
Human Services	EPS 690	Dissertation	Modify	Course Proposal
Human Sciences	HMS 590	Thesis Writing	Modify	Course Proposal
Kinesiology	KIN 508	Emergency Care	Modify	Course Proposal
Kinesiology	KIN 510	Medical Terminology	Modify	Course Proposal
Kinesiology	KIN 540	Dev of Nontraditional Fitness	Modify	Course Proposal
Kinesiology	KIN 521	Ahtletic Training Clinical I	Modify	Course Proposal
Human Services	SPH 505	Augmentative & Alternative Communication	Modify	Course Proposal
Human Services	SPH 512	Voice Disorders	Modify	Course Proposal
Human Services		Rehabilitation Counseling	Modify	Program Proposal
Human Services		Speech Language Pathology	Modify	Program Proposal
Human Services		School Counseling	Modify	Program Proposal
Secondary Education		18 Hour Principal Preparation Program	Modify	Program Proposal
Kinesiology		Masters of Science	Modify	Program Proposal
FINE ARTS				
Music	MUE 560	Instruction Design Music Education	ADD	Course Proposal
Music		MM Music Education (Thesis)	Modify	Program Proposal
Music		MM Music Education (non-Thesis)	Modify	Program Proposal
Music		Artist Diploma in Music Performance	New	Certificate Program
FORESTRY				
Forestry	FOR 541	Big Game Management Lab	ADD	Course Proposal
Forestry	FOR 641	Big Game Management Lab	ADD	Course Proposal
Environmental Science	ENV 510	Risk Assessment	Modify	Course Proposal
Forestry	FOR 541	Eco/Mgmt/Harvest White Tail Deer	Modify	Course Proposal
Forestry	FOR 641	Eco/Mgmt/Harvest White Tail Deer	Modify	Course Proposal
Environmental Science		Graduate Certificate Program in Occupational	New	Certificate Program

Environmental Science		MS Environmental Science	Modify	Program Proposal
LIBERAL AND APPLIED ARTS				
Psychology		MA General Psychology	Modify	Program Proposal
Social Work	SWK 589	Thesis Research	Modify	Course Proposal
Social Work	SWK 590	Thesis Writing	Modify	Course Proposal
SCIENCES & MATHEMATICS				
Geology	GOL 509	Carbonate Depositional Systems	ADD	Course Proposal
Geology	GOL 537	Earthquake Seismology	ADD	Course Proposal
Geology	GOL 534	Petroleum Basin Evaluation	ADD	Course Proposal
Geology	GOL 517	Regional Tectonics	ADD	Course Proposal
Geology	GOL 506	Sequence Stratigraphy	ADD	Course Proposal
Geology	GOL 505	Stratigraphy of North America	ADD	Course Proposal
Biology	BIO 548	Introduction to Bioinformatics	ADD	Course Proposal
Psychology	PSY 524	Advanced Applied Psychology	Delete	Course Proposal
Psychology	PSY 576	Advanced Graduate Studies	Delete	Course Proposal
Geology	GOL 508	Depositional Systems	Modify	Course Proposal
Geology	GOL 551	Hydrogeology Field Techniques	Modify	Course Proposal

PROPOSED COURSE FEES 2015/2016					
Department	Course No.	Section	Course Title	Present	Proposed
College of Sciences and Mathematics					
Geology	GOL 451		Hydrogeology Field Techniques	\$0	\$210
Geology	GOL 551		Hydrogeology Field Techniques	\$0	\$210
Nursing	NUR 304		Pathophysiology	\$0	\$53
Nursing	NUR 305		Introduction to Nursing	\$9	\$60
Nursing	NUR 306		Basic Nursing care of the Adult Client	\$145	\$177
Nursing	NUR 330		Nursing Care of Young Adult to Elderly	\$150	\$178
Nursing	NUR 331		Nursing Care of Women and Children I	\$90	\$112
Nursing	NUR 332		Nursing Care in the Promotion of Mental Wellness	\$58	\$68
Nursing	NUR 406		Nursing Care of Clients with Complex Health Need	\$119	\$136
Nursing	NUR 407		Nursing Care of Women and Children II	\$101	\$123
Nursing	NUR 408		Nursing Care of Clients with Complex Mental Health	\$84	\$97
Nursing	NUR 431		Care of Community Populations	\$204	\$211
Nursing	NUR 432		Leadership and Coordination of Nursing Care	\$83	\$105
Nursing	NUR 433		Nursing Capstone	\$229	\$250
Nursing	NUR 436		RN-BSN Pharmacology	\$53	\$55
Nursing	NUR 437		RN-BSN Health Assessment	\$53	\$115
Nursing	NUR 438		RN-BSN Pathophysiology	\$26	\$55
Nursing	NUR 440		RN-BSN Care of Community Populations	\$53	\$55
Nursing	NUR 441		RN-BSN Leadership	\$53	\$55
Nursing	NUR 475		Special Problems	\$57	\$76
College of Business					
Bus Comm & Legal Studies	GBU 461		Information Management	\$0	\$50
MMIB	MKT 362		Sports Marketing	\$50	\$70
MMIB	MKT 358		Sports Marketing	\$50	\$70
College of Liberal and Applied Arts					
Psychology	PSY 497		Research Seminar	\$40	\$32
Psychology	PSY 585		Graduate Research Seminar	\$10	\$35
Psychology	PSY 133		General Psychology	\$5	\$3
Psychology	PSY 330		Psychological Statistics	\$40	\$0
Psychology	PSY 341		Research Design	\$40	\$0
Psychology	PSY 501		Design and Analysis I	\$40	\$0
Psychology	PSY 507		Design and Analysis II	\$40	\$0
Psychology	PSY 517		Ethics & Research in Psychology	\$20	\$0
College of Forestry and Agriculture					
Environmental Science	ENV 210		Environmental Measurements	\$0	\$65
Environmental Science	ENV 210		Environmental Measurements (Lab Fee)	\$0	\$10
Forestry*	FOR 310	Sec: 001	PWCC Summer Field Station Courses	\$220	\$70
Forestry*	FOR 310	Sec: 002	PWCC Summer Field Station Courses	\$220	\$70
Forestry*	FOR 323	Sec: 001	PWCC Summer Field Station Courses	\$220	\$70
Forestry*	FOR 323	Sec: 002	PWCC Summer Field Station Courses	\$220	\$70
Forestry*	FOR 323	Sec: 003	PWCC Summer Field Station Courses	\$220	\$70
Forestry*	FOR 325	Sec: 001	PWCC Summer Field Station Courses	\$220	\$70
Forestry*	FOR 325	Sec: 002	PWCC Summer Field Station Courses	\$220	\$70
Forestry*	FOR 329	Sec: 001	PWCC Summer Field Station Courses	\$220	\$70
Forestry*	FOR 329	Sec: 002	PWCC Summer Field Station Courses	\$220	\$70
Forestry*	FOR 335	Sec: 001	PWCC Summer Field Station Courses	\$220	\$70
Forestry*	FOR 335	Sec: 002	PWCC Summer Field Station Courses	\$220	\$70
Forestry*	FOR 335	Sec: 003	PWCC Summer Field Station Courses	\$220	\$70
Forestry*	FOR 336	Sec: 001	PWCC Summer Field Station Courses	\$220	\$70
Forestry*	FOR 336	Sec: 002	PWCC Summer Field Station Courses	\$220	\$70
Forestry*	FOR 336	Sec: 003	PWCC Summer Field Station Courses	\$220	\$70
College of Fine Arts					
Art	ART 310		Figure Painting	\$0	\$135
Art	ART 314		Intermeditate Art Film/Video Production	\$0	\$60
Music	MUP135		Marching band and concert bands	\$35	\$50
Music	MUP 136		Marching band and concert bands	\$35	\$50

Appendix 2

Music	MUP 335		Marching band and concert bands	\$35	\$50
Music	MUP 336		Marching band and concert bands	\$35	\$50
Music	MUP 535		Marching band and concert bands	\$35	\$50
Theatre	THR 161		Theatre Appreciation	\$10	\$15
College of Education					
Human Sciences	HMS 310		Interior Graphics 1	\$36	\$76
Human Sciences	EPS 555	501	Practicum in Diagnostican Evaluation	\$30	\$150
Human Sciences	EPS 555	502	Practicum in Diagnostican Evaluation	\$30	\$150
Human Services	EPS 595	face to face	Internship School Psychology	\$0	\$200
Human Services	EPS 695	face to face	School Psychology Internship	\$0	\$300
Human Services	EPS 655	face to face	School Psychology Practicum	\$30	\$230
Human Services	COU 595	25	Internship in Counseling	\$200	\$1,200
Human Services	EPS 580		Human Neuroscience	\$0	\$50
Human Services	SPE 571	501	The Educational Diagnostician	\$40	\$100
Elementary Ed	ELE 302		Teaching Social Studies	\$22	\$30
Elementary Ed	ECH 332		ECH Theory and Practice	\$12	\$20
Elementary Ed	ELE 352		Social/Environmental Foundations	\$30	\$15
Elementary Ed	ELE 442		Student Teaching Seminar	\$8	\$0
Elementary Ed	ELE 351		EC-6 Learners: Plan Instruction in the classroom	\$30	\$0
Elementary Ed	ELE 304		Technology in Teaching	\$24	\$0

* Proposed fee for these courses will be effective summer 2015. All others will be effective fall 2015.

Fiscal Year 2015 – as of March 13, 2015

Amounts allocable to FY15 (detailed in this report)

Direct Federal	\$ 143,395
Federal Pass-through	\$ 65,504
State and State Pass-through	\$ 61,588
Private and Local Government	\$ 152,810
TOTAL	\$ 423,297

Cumulative amount allocable to FY15 **\$ 7,329,305**

New awards (detailed in this report, all project years) **\$ 483,662**

Cumulative award total, all project years **\$ 19,748,634**

Direct Federal

Title: **McIntire-Stennis Cooperative Forestry Research*

Sponsor: U.S. Department of Agriculture/NIFA
Award # 20153210006101, CFDA 10.202

Award Term: October 1, 2014 – September 30, 2016

PI/PD: Dr. Steven Bullard, College of Forestry and Agriculture

Total Award: \$88,457 **Amount Allocable to FY 2015:** \$88,457

This partial formula award for the year provides funds to support forestry research.

Previously detailed awards with modifications:

Vocational Rehabilitation Counselor Training

Award Total: \$675,778 **Additional Amount allocable to FY 2015:** \$54,938

Subtotal Federal Amounts Allocable to FY 2015 = \$143,395

Subtotal New Federal Awards = \$88,457

Federal Pass-through

Title: **Spatially Explicit Model of Black Bear Natural Recolonization of East Texas*

Sponsor: Texas Parks & Wildlife Dept. (U.S. Department of the Interior)
Award # 459538 (TX W-154-R-1), CFDA 15.611

Award Term: December 19, 2014 – August 31, 2017

PI/PD: Dr. Daniel Scognamiglio, Forestry

Total Award: \$175,568 **Amount Allocable to FY 2015:** \$29,422

This interagency cooperation contract provides funds to predict black bear recolonization in East Texas based on suitability of habitats and bear populations in neighboring states.

Title: **Assessing Dynamics of Introgression and Behavioral Mechanisms of Hybridization between Invasive *Cyprinodon variegatus* and the Endemic *Cyprinodon rubrofluviatilis**

Sponsor: Texas Parks & Wildlife Dept. (U.S. Department of the Interior)
Award # 465482 (TX E-170-R), CFDA 15.615

Award Term: March 9, 2015 – August 31, 2016

PI/PD: Dr. Jennifer Gumm, Biology

Total Award: \$37,538 **Amount Allocable to FY 2015:** \$18,769

This interagency cooperation contract provides funds to assess behavioral traits and trends in pupfish hybridization to monitor invasive species in the Brazos River, a threat to biodiversity.

Title: **Portraits of Freedom*

Sponsor: Humanities Texas (National Endowment for the Humanities)
Award # 2015-4790, CFDA 45.129

Award Term: December 1, 2014 – July 31, 2015

PI/PD: Kyle Ainsworth, Ralph W. Steen Library

Total Award: \$1,000 **Amount Allocable to FY 2015:** \$1,000

Matching funds are provided to support lectures on slavery and freedom in Texas and an art exhibit on runaway slaves to occur with the state's Sesquicentennial Juneteenth celebration.

Previously detailed awards with modifications:

StateView Program Development and Operations for the State of Texas

Award Total: \$50,573 **Additional amount allocable to FY 2015:** \$1,000

Educational Approach to Increase Respiratory Use among Broiler Chicken Workers

Award Total: \$49,152 **Amount allocable to FY 2015:** \$15,313

Subtotal Federal Pass-through Amounts Allocable to FY 2015 = \$65,504

Subtotal New Federal Pass-through Awards = \$214,106

State and State Pass-through Awards

Title: **Using Virtual Simulation to Replace and Enhance Selected Pediatric Experiences in the Second and Third Semesters of a BSN Program*

Sponsor: Texas Higher Education Coordinating Board

Award Term: January 1, 2015 – December 31, 2016

PI/PD: Dr. Sara Bishop, DeWitt School of Nursing

Total Award: \$120,019 **Amount Allocable to FY 2015:** \$55,588

This grant provides funds for pediatric simulation software for the nursing simulation laboratory in order to increase laboratory-based training and thereby decrease the number of clinical hours needed in actual patient care settings.

Title: *Screening and Brief Intervention for Risky Alcohol Use and Related Behavior among College Students

Sponsor: Texans Standing Tall Coalition (TX Dept. of Transportation)
Award Term: December 19, 2014 – September 30, 2015
PI/PD: Dr. Michael Walker, Student Support Services
Total Award: \$5,000 **Amount Allocable to FY 2015:** \$5,000

This subcontract agreement provides funds for a research project to determine if specific interventions affect the drinking habits of participating SFASU freshmen students.

Previously detailed awards with modifications:**College Tobacco Initiative**

Award Total: \$2,000 **Additional award allocable to FY 2015:** \$1,000

Subtotal State and State Pass-through Amounts Allocable to FY 2015 = \$61,588

Subtotal New State and State Pass-through Awards = \$125,019

Private Entity and Local Government Awards**Title: *Texas Legislative Internship Program**

Sponsor: Beaumont Foundation
Award Term: January 1, 2015 – August 31, 2015
PI/PD: Dr. Ken Collier, Department of Government
Total Award: \$35,000 **Amount Allocable to FY 2015:** \$35,000

The purpose of this grant is to fund five legislative internships for SFASU students during the 84th Texas Legislative session.

Title: *Evaluation of Absorbezz®P in Broiler Rations as it Influences Performance, Yield, and Ammonia Reduction

Sponsor: Absorbezz, L.L.C.
Award Term: November 24, 2014 – June 30, 2015
PI/PD: Dr. Joey Bray, Department of Agriculture
Total Award: \$12,830 **Amount Allocable to FY 2015:** \$12,830

This educational research agreement outlines terms for a research study on the effects of specific poultry diets.

Title: *Broiler Performance Research Grant

Sponsor: Once Innovations, Inc.
Award Term: October 21, 2014 – October 10, 2015
PI/PD: Dr. Joey Bray, Department of Agriculture
Total Award: \$5,000 **Amount Allocable to FY 2015:** \$5,000

This educational research agreement outlines terms for a research study on poultry production.

Title: *Poultry Science Education Student Recruitment FY15**Sponsor:** U.S. Poultry and Egg Association**Award Term:** December 1, 2014 – July 31, 2015**PI/PD:** Dr. Joey Bray, Department of Agriculture**Total Award:** \$3,000 **Amount Allocable to FY 2015:** \$3,000*This grant provides funds for the recruitment of students into poultry industry careers.***Title: *Holiday Celebration for East Texas Students with Visual Impairment****Sponsor:** Constellation Energy**Award Term:** December 3, 2014 – April 30, 2015**PI/PD:** Dr. Michael Munro, Department of Human Services**Total Award:** \$250 **Amount Allocable to FY 2015:** \$250*This grant provides funds to support an event hosted by SFA's Braille & Cane Club in collaboration with the SFA Visual Impairment Program for public school teachers of and students with visual impairments.**Previously detailed awards with modifications:****Gilbert I. "Buddy" Low Scholarship Program*****Award Total:** \$342,500 **Additional award allocable to FY 2015:** \$55,000***Establishing Earthworms on Reclaimed Lignite Mine Soils in East Texas*****Award Total:** \$220,724 **Additional award allocable to FY 2015:** \$39,330***Nacogdoches Medical Center Apartment Agreement*****Award Total:** \$15,700 **Additional award allocable to FY 2015:** \$2,400***Subtotal Private Amounts Allocable to FY 2015 = \$152,810******Subtotal New Private and Local Awards = \$56,080***

Note: Amounts are based on award notices as they are received from the funding entity, not on expenditures or balances in funds/accounts. To reflect the approximate availability of funds in a given fiscal year, some current year awards are estimates based on the total amount awarded spread over the award period.

Stephen F. Austin State University
Room and Board Rates for 2015-2016

Appendix 4

Residence Hall Rates	Fall or Spring Rate	Summer 1 or 2 Rate
Hall 5	\$2,097	
Hall 7	\$1,882	
Hall 9 and 12	\$2,118	
Hall 17	\$2,378	
Hall 20	\$2,500	
Hall 10,11,15,18	\$1,864	
Hall 14 and 16	\$1,933	
Lumberjack Landing	\$3,145	
Lumberjack Lodge 4 br	\$3,599	
Lumberjack Lodge 2 br	\$3,821	
Lumberjack Village (Building 1) quads	\$2,801	
Lumberjack Village (Buildings 1 & 2) 2br	\$3,821	
Lumberjack Village (Buildings 1 & 2) 1 br	\$4,705	
Lumberjack Village (Building 3) 2br	\$4,285	
Lumberjack Village (Building 3) 1 br	\$5,106	
University Woods 1 br	\$3,539	
University Woods 2 br	\$2,909	
Summer Hall - To be determined		\$621

Meal plans (rates include sales tax)

	All Access Premium w/\$275	All Access w/\$50	7/14 Premium w/\$350	Basic 7/14 w/\$125
Campus Resident	\$1,875	\$1,675	\$1,835	\$1,635
Commuter	5/5 w/\$50 \$645	50 Block w/\$50 \$410	25 Block w/\$100 \$291	
Summer Resident	7/14 w/\$75 \$608	7/20 w/\$50 \$757		
Summer Commuter	50 Block w/\$50 \$410	25 Block w/\$100 \$291		

Combined Room and Board

Residence Hall	All Access Premium	Fall and Spring Semester			Summer 1 or 2 Semester	
		All Access	7/14 Premium	7 /14 Basic	w/7 Day 14 Meals	w/7 Day 20 Meals
5 Wisely Hall	\$3,972	\$3,772	\$3,932	\$3,732		
7 Todd Hall	\$3,757	\$3,557	\$3,717	\$3,517		
9 North Hall	\$3,993	\$3,793	\$3,953	\$3,753		
10 Hall 10	\$3,739	\$3,539	\$3,699	\$3,499		
11 Mays Hall	\$3,739	\$3,539	\$3,699	\$3,499		
12 South Hall	\$3,993	\$3,793	\$3,953	\$3,753		
14 Hall 14	\$3,808	\$3,608	\$3,768	\$3,568		
15 Griffith Hall	\$3,739	\$3,539	\$3,699	\$3,499		
16 Hall 16	\$3,808	\$3,608	\$3,768	\$3,568		
17 Steen Hall	\$4,253	\$4,053	\$4,213	\$4,013		
18 Kerr Hall	\$3,739	\$3,539	\$3,699	\$3,499		
20 Hall 20	\$4,375	\$4,175	\$4,335	\$4,135		
Lumberjack Landing	\$5,020	\$4,820	\$4,980	\$4,780		
Lodge 4br	\$5,474	\$5,274	\$5,434	\$5,234		
Lodge 2br	\$5,696	\$5,496	\$5,656	\$5,456		
Village quads	\$4,676	\$4,476	\$4,636	\$4,436		
Village (1 & 2) 2br	\$5,696	\$5,496	\$5,656	\$5,456		
Village (1 & 2) 1br	\$6,580	\$6,380	\$6,540	\$6,340		
Summer Hall					\$1,229	\$1,378

Students living in the halls listed above are required to have a board plan
Rates above include sales tax for Board

**Policies for Board Review
April 14, 2015**

Policy Name	Policy Number	BOR Cte	Action/Change	Page
Academic Accommodation for Students with Disabilities	6.1	ASA	Minor rewording.	P-5
At Will Employment	11.2	ASA	Reviewed with no changes.	P-9
Cellular Telephones and Wireless Communication Devices	3.6	F&A	Tablets not included.	P-11
Commencement	6.8	ASA	Addition of event decorum requirements.	P-14
Digital Millennium Copyright	9.3	ASA	Addition of procedures concerning students.	P-16
Employee Scholarship Program	12.5	ASA	Reviewed with no changes.	P-20
Establishing a New Departmental FOP	3.12	F&A	Procedural detail eliminated.	P-21
Expenditure Authority for Financial Transactions	3.13	F&A	Minor rewording	P-23
Extra-Institutional Learning Experience in the BAAS Degree	5.11	ASA	Minor rewording.	P-24

Policy Name	Policy Number	BOR Cte	Action/Change	Page
Financial Aid Code of Conduct	4.7	ASA	Restrictions added and definitions expanded.	P-27
Financial Exigency	3.15	F&A	Minor clarifications.	P-34
Gramm Leach Bliley Act Required Information Security	14.4	F&A	Minor rewording.	P-36
Identity Theft Prevention	14.5	F&A	Minor clarifications.	P-39
Leave of Absence (Faculty)	12.11	ASA	Title changed. Content from policy 12.12 included. Minor changes and additions.	P-43
Leave of Absence (Non-Academic)	12.12	ASA	Policy to be deleted. Content moved to policy 12.11.	P-51
Mobile Device Applications	15.2	ASA	Minor updates.	P-58
Overload Assignments	7.20	ASA	Policy to be deleted. Content included in policy 7.13.	P-60
Parking and Traffic Regulations	13.14	ASA	Definitions added and updates made. Permits added for expectant mothers and camps.	P-61
Post Bond Issuance Federal Tax Compliance	3.5	F&A	New policy.	P-89

Policy Name	Policy Number	BOR Cte	Action/Change	Page
Probationary Period of Employment	11.21	ASA	Reviewed with no changes.	P-92
Rental of University Vehicles	16.23	B&G	Procedural details eliminated. Clarifications and additions to services.	P-93
Restrictions on Contracting with and Paying Certain Vendors	17.23	F&A	Addition of federal system for award management.	P-100
Risk Management	13.19	F&A	Procedural details eliminated.	P-102
Salary Supplements, Stipends and Additional Compensation	12.16	ASA	Terms updated. Salary supplements for overload assignments do not require BOR approval.	P-108
Security Systems	14.10	B&G	Title updates.	P-115
Smoking and Use of Tobacco Products	13.21	B&G	Title changed. Inclusion of vaping.	P-119
Solicitation on Campus	16.25	B&G	References updated.	P-120
Staff Development	11.27	ASA	Reviewed with no changes.	P-124
Student Accounts Receivable	3.28	F&A	Aging brackets adjusted. Clarifications to delinquent accounts.	P-125

Policy Name	Policy Number	BOR Cte	Action/Change	Page
Student Employment	10.6	ASA	Exceptions to monthly working hours to be approved by human resources.	P-132
Terminal Degrees	7.30	ASA	Minor wording changes.	P-136
USA Patriot Act	11.31	ASA	Reviewed with no changes.	P-138

Academic Accommodation for Students with Disabilities

Original Implementation: July 14, 1998

Last Revision: ~~April 17, 2012~~ April 14, 2015

The Law:

It is the policy of Stephen F. Austin State University to comply with the fundamental principles of nondiscrimination and accommodation in academic programs set forth in the implementing regulations for Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA), as amended by the Americans with Disabilities Act Amendments Act of 2008 (ADAAA). The implementing regulations to Section 504 provide that:

No qualified ~~handicapped student~~ *student with a disability* shall, on the basis of ~~handicap~~ *disability*, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any academic, research, occupational training, housing, health insurance, counseling, financial aid, physical education, athletics, recreation, transportation, other extracurricular, or other postsecondary education aid, benefits, or services. [34 C.F.R. § 104.43(a)]

and

An institution shall make such modifications to its academic requirements as are necessary to ensure that such requirements do not discriminate or have the effect of discriminating, on the basis of ~~handicap~~ *disability*, against a qualified ~~handicapped~~ applicant or student *with a disability*. Academic requirements that the institution can demonstrate are essential to the instruction being pursued by such student or to any directly related licensing requirement will not be regarded as discriminatory. Modifications may include changes in the length of time permitted for the completion of degree requirements, substitution of specific courses required for the completion of degree requirements, and adaptation of the manner in which specific courses are conducted. [34 C.F.R. § 104.44(a)]

Neither Section 504 nor the ADA requires universities to lower their academic standards or substantially alter the essential elements of their courses or programs to accommodate students with disabilities. The requirement to provide reasonable accommodations is designed to afford an equal opportunity for students with disabilities. Achieving reasonable accommodations for a student with a disability involves shared responsibility among students, faculty and staff.

Should the university deny a requested accommodation it must be prepared to show that complying with the request would constitute a fundamental alteration; the unsubstantiated opinion of a faculty member or administrator may not be sufficient for that purpose. Moreover, the cost of the proposed modification is not usually sufficient reason for denying a requested

accommodation.

The following accommodations are very widely accepted in higher education:

- Providing services such as readers, interpreters, and note-takers.
- Allowing extra time for examinations, assignments and projects.
- Permitting exams to be individually proctored, read orally, dictated, or typed.
- Recording lectures.
- Using computer software for assistance in studying and on tests.
- Using alternative testing formats to demonstrate course mastery.
- Changing classrooms as needed for accessibility.

Who must be accommodated?

Students who are requesting support services from SFA are required to submit documentation through the Office of Disability Services to verify eligibility for reasonable accommodations. Students are not required to assume the responsibility for securing a necessary accommodation. The university shall review and evaluate that documentation and when required under law provide reasonable accommodations for a student's known disability so that the student has an equal opportunity to participate in the courses, activities or programs.

When additional expertise beyond that of the staff of the Office of Disability Services is needed to assess a student's documentation, the Academic Assessment Committee, consisting of members of the faculty who are knowledgeable about disabilities, and staff members, including the ADA coordinator, shall evaluate the documentation, request additional information if required, and make a recommendation to the Office of Disability Services.

Documentation must validate the need for services based on the individual's current level of functioning in an educational setting. If the documentation is found to be insufficient the university is not obliged to provide accommodations. If the documentation is found to be sufficient, appropriate accommodations are recommended.

What accommodations must be provided?

Students with disabilities may be accorded two types of accommodations: they may be permitted to substitute particular courses for some of those required under their degree requirements, or they may be afforded approved accommodations within the courses they take.

If a course substitution is requested, the request must be received by the academic department that teaches the course to be deleted from the student's requirements no later than the semester prior to one in which the student proposes to take one or more of the substitute courses. Ordinarily the request should arrive at the department office before the 12th day of classes of a long semester, or the 4th day of classes of a summer session.

Once received by the department, the course substitution request is considered by the department chair, who consults with the Office of Disability Services before making a recommendation. The chair's recommendation regarding substitution is forwarded to the student's academic dean. Employing the college's usual procedures for decisions about curricula, and consulting with other colleges as necessary, the dean makes the final determination about whether the requested substitution may be allowed, or does, in fact, represent a fundamental modification of the program in question. Before a course substitution is considered there should be evidence that even with reasonable accommodation the student cannot succeed in the required course.

Requests for accommodation within a particular course should, when possible, be received by the Office of Disability Services before the beginning of the semester in which the student with a disability is to enroll in the course. Once received, the accommodation request is considered by disability services and, if required, by the Academic Assessment Committee. If the decision is to recommend against providing the requested accommodation, the student is informed. If it is decided that accommodation is to be provided, a record of that recommendation, together with a recommendation of the general type of accommodation to be provided is sent to the instructor of the subject course, with a notification to the department chair of the academic unit. The instructor then meets with the disabled student to work out precisely how the recommended accommodations are to be implemented in the context of the particular course and may consult with the department chair if needed. To make provision of appropriate accommodations as effective as possible, students with disabilities are to meet with instructors from whom accommodations are requested as early in the semester as possible.

The student, the Office of Disability Services, the Academic Assessment Committee, the department chair, and the course instructor will cooperate to identify accommodations that meet the student's documented need without fundamentally altering the course.

Who must provide approved accommodations in a particular course?

Accommodations most commonly requested may include providing services such as readers, interpreters, and note-takers; allowing extra time for examinations; using alternate forms of examinations; recording lectures; using computer software for assistance in studying and on tests; and, on rare occasions, relocating the classroom. It is the responsibility of the Office of Disability Services to provide readers, interpreters, and note-takers when needed. The instructor shall cooperate with disability services in accommodating these service providers in the classroom.

It is the responsibility of the instructor to organize examinations so students with disabilities may be accorded extra time and special testing conditions when needed as an accommodation. When possible, special testing will be done within the offices of the academic department. When testing cannot be done in the department, disability services will provide secure facilities and

supervision.

When special materials (e.g., Braille transcripts or audio recordings of course materials) are required, it is the joint responsibility of the Office of Disability Services and the instructor to arrange to make these materials available to the student. Such materials must be made available to students with disabilities at the same time that their equivalents are given to other students.

It is the responsibility of the department chair, in cooperation with the instructor and the dean, to relocate courses when required.

How are disagreements to be resolved?

Disagreements will be resolved according to the provisions of Policy 6.6, Appeal Procedure Relating to the Provision of Accommodations for Students with Disabilities.

Cross Reference: Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 29 U.S.C. § 794; Americans with Disabilities Act of 1990, Pub. L. No. 101-336, 42 U.S.C. §§ 12101-12213 as amended by the Americans with Disabilities Act Amendments Act of 2008, Pub. L. No. 110-325; 34 C.F.R. 104; Appeal Procedure Relating to the Provision of Accommodations for Students with Disabilities (6.6); Accessibility for Persons with Disabilities (2.2); Animals on University Property (13.2)

Responsible for Implementation: Provost and Vice President for Academic Affairs, Vice President for University Affairs

Contact for Revision: Director of Disability Services

Forms: None

Board Committee Assignment: Academic and Student Affairs

At-Will Employment

Original Implementation: July 15, 2003

Last Revision: ~~April 17, 2012~~ April 14, 2015

The following exempt, academic, and non-academic employees serve at the discretion of the university and are considered at-will employees, whose employment may be terminated with or without cause at any time by the university or the employee.

- All positions reporting to the Board of Regents including but not limited to the president, general counsel, director of audit services, and coordinator of board affairs;
- All vice presidents/provost
- All associate vice presidents/associate provost
- All deans including associate deans
- All directors, associate directors, and assistant directors
- All department heads and chairs
- All coaches
- All charter school teachers
- All attorneys and auditors
- All grant funded positions
- All temporary staff employees

Any appointment included in this list which is filled by a tenured employee will not affect the employee's tenure status. Tenured employees removed from administrative assignments under this policy may be reassigned to a faculty position.

The university may choose to reassign an at-will employee under this policy, but such reassignment is not guaranteed. Additionally, the university will endeavor to give a terminated employee under this policy a 30-day notice, although notice is not required.

Any decision to terminate an at-will employee must be reviewed by the general counsel and/or director of human resources for legal considerations. Termination of at-will employees below the vice president level must be approved by the appropriate vice president and reported to the president and Board of Regents (unless the termination is by the president or Board of Regents). The Board of Regents must approve termination of at-will employees at the vice president level or above. All such employees will be given an opportunity to resign in lieu of at-will termination, unless the termination is clearly for cause. The terms of resignation must be approved by the same process outlined for termination above, including legal review by the general counsel and/or director of human resources.

In regards to this policy, and the employee's completion of the 180-day probationary period, there is no contradiction. The 180-day probationary period is the designated time frame for the new employee to demonstrate their capability to perform their job tasks in a satisfactory manner. The completion of this evaluation period does not convey a permanent status to employees listed in this policy, and it does not negate the at-will status for either employee or employer.

Any agreements that in any way modify this policy must be made in writing and must contain the signature of the president, appropriate vice president, and the university Board of Regents.

Cross Reference: None

Responsible for Implementation: President

Contact for Revision: General Counsel

Forms: None

Board Committee Assignment: Academic and Student Affairs

Cellular Telephones and Wireless Communication Devices

Original Implementation: October 30, 2007

Last Revision: ~~January 31, 2012~~ April 14, 2015

OVERVIEW

The university recognizes that certain positions require the use of a cellular telephone (cell phone) or other wireless communication devices, including personal digital assistants (PDAs) or smartphones, to conduct official business. This policy provides specific guidelines regarding the use of cell phones and/or wireless communication devices.

DEFINITIONS

Wireless Communications Device – cellular telephones, telephone/PDA combinations, and smartphones. For purposes of this policy, laptops, *tablets*, and personal computers are not considered wireless communications devices.

ELIGIBILITY

Each department is responsible for establishing whether a specific employee needs a cell phone or wireless communication device service. Criteria for establishing this need include:

1. Requirement to travel frequently on university business.
2. Large amounts of time spent away from the office.
3. A need to contact the individual after normal business hours on a frequent basis.
4. A need for others to be in constant communication with the individual.
5. Safety considerations.

If an employee meets one or more of these criteria, a department head/director may approve a request to provide either a university cell phone or wireless communication device or a communication allowance through one of the following options.

1. **University provided cell phones or wireless communication device:**

The Telecommunications Department will determine two preferred vendors from which the university will contract cellular services. All university provided cell phones and plans will be acquired from one of the preferred vendors.

Departments electing this option must submit a Cellular Telephone Request and Justification Form to the assistant director of telecommunications and networking for each employee, as required in policy 16.28, Communications Services.

2. Communication Allowance:

The department may elect to provide a communication allowance to reimburse the employee for the projected cost of business related charges. The dollar amount of the cell phone allowance should cover the estimated business-related calls and a pro-rata portion of the monthly cost of the phone plan. Determination of the dollar amount of the allowance is made at the departmental level, but will be within guidelines and dollar limits established by the assistant director of telecommunications and networking. These levels are defined on the Communication Allowance Request Form. The communication allowance will be paid through payroll and will not be considered taxable income. The allowance does not constitute an increase to base pay and will not be included for percentage based pay increases or for retirement (TRS or ORP) calculations.

The communication allowance is established by submitting a completed Communication Allowance Request Form to the payroll office. Departments should also keep a copy of the form on file for each approved allowance.

The employee is responsible for communicating the telephone number to the department. The employee may, at his or her own expense, add extra services or equipment features as desired.

3. Intermittent Use of Cell Phones for Business Purposes:

Some departments may provide cell phones on an intermittent basis to their employees. Intermittent basis is defined as more than one employee assigned use of the phone during the month.

4. Infrequent Use of Cell Phones for Business Purposes:

If infrequent business calls are made by an employee who does not receive a communication allowance or university-provided phone, departmental approval can be given to reimburse the employee for business calls that exceed personal wireless plan minutes.

Reimbursement of these calls will be made through accounts payable through normal procedures for reimbursement of business related expenses. Appropriate documentation, such as a copy of the wireless plan billing statement and the stated business purpose of the call, should be submitted to support the reimbursement. Any reimbursement of business related calls will not be taxable to the employee.

Cross Reference: Telecommunication Services (16.28)

Responsible for Implementation: Provost and Vice President for Finance and Administration

Contact for Revision: Assistant Director of Telecommunications and Networking

Forms: Communications Allowance Request Form, Cellular Telephone Request and Justification Form

Board Committee Assignment: Finance and Audit

Commencement

Original Implementation: February, 1984

Last Revision: ~~October 27, 2014~~ April 14, 2015

Stephen F. Austin State University will hold commencement ceremonies at the end of the fall, spring, and summer terms. Arrangements for the ceremonies are the responsibility of the registrar. Selection of and arrangements for a speaker are the responsibility of the president ~~in consultation with the commencement committee.~~

Commencement is an important symbol of the university's core function. In order to have adequate faculty representation at commencement, full-time faculty members are obligated to attend at least one commencement each academic year. For faculty teaching in the second summer term, attendance at the August ceremony is required. Academic unit heads are responsible for informing faculty members of the provisions of this policy and encouraging them to comply.

Faculty, staff, students and guests are expected to maintain decorum that is reasonable and befitting of a public event of special significance. As a formal ceremony all attendees are expected to abide by any protocol or guidelines issued by the university which will, at a minimum, include the following:

- *All attendees must follow all written and verbal instructions.*
- *All attendees must remain seated during the ceremony and remain for the entire ceremony.*
- *All graduates are required to wear formal academic attire.*
- *All cell phones or other electronic devices must be silenced.*
- *The possession or use of alcohol or illegal substances, air horns and any other artificial noisemaker, fireworks, balloons, flags, or banners is prohibited.*

Any attendee who is excessively disruptive during the ceremony or fails to follow written or verbal instructions may be excused from the venue.

Prior to commencement, the Office of the Registrar will provide students with the foregoing requirements as well as information regarding expected decorum and attire as approved by the provost and vice president for academic affairs. Students will additionally be provided with similar information to provide to their guests.

The Office of the Registrar will post signage at commencement reminding attendees of the prohibition of air horns and other artificial noisemakers and any other information deemed prudent by the provost and vice president for academic affairs.

The student regent, or other individual selected by the provost and vice president for academic affairs, will give an announcement regarding decorum at the start of the commencement ceremony.

Cross Reference: None

Responsible for Implementation: Provost and Vice President for Academic Affairs

Contact for Revision: Provost and Vice President for Academic Affairs

Forms: None

Board Committee Assignment: Academic and Student Affairs

Digital Millennium Copyright

Original Implementation: July 27, 1999

Last Revision: ~~April 19, 2011~~ April 14, 2015

Summary

The Digital Millennium Copyright Act (DMCA) creates a liability limitation for Internet service providers (ISP) for certain copyright infringements created on-line. The university serves as an ISP for faculty, staff, and students. The DMCA establishes procedures whereby, upon receipt of proper complaints, the university will block access to or take down allegedly infringing material and notify the Web page owner of the complaint. ~~The alleged infringer may issue a properly executed counter-notice, upon receipt of which, the university shall re-post the material in 10-14 days (unless there is court action), and immediately forward such counter-notice to the original complainant.~~ Repeat infringers will be subject to termination of Internet service by the university. It is the policy of the university to comply with these safe haven procedures created by the DMCA.

1.

~~Registered Agent~~ Definitions

A. Registered Agent

The university general counsel shall be designated as the registered agent for receipt of DMCA complaints.

B. Complaint Resolution Team

~~2.~~ The complaint resolution team may include the following positions: manager of systems, assistant systems manager, library director, associate library director for information service, university webmaster, director of student rights and responsibilities, director of student activities, and general counsel. ~~Upon receipt of a DMCA complaint, relevant team members shall be responsible for assessing the complaint and determining the exact location of the alleged infringing material. Assessing the complaint would include a determination of whether the complaint contains all necessary elements, and whether the complaint involves the university in its role as an ISP or the university (and its employees) acting as a content provider. If the complaint is deficient, a notice of deficiency shall be returned to the complainant with a courtesy copy forwarded to the alleged infringer. No complaint will be deemed official, requiring take down procedures, unless all elements of a proper complaint are included.~~

~~3.C.~~ Official Complaints

~~The following elements are required for DMCA complaints~~ *An Official Complaint consists of the following:*

1. Must be signed or contain a digital signature by the owner of the copyright or the authorized agent;:-

2. Description of works claimed to be infringed;-
3. Description of location for alleged infringing works;-
4. Sufficient information to contact the ~~complainer~~complainant;-
5. Statement of good faith belief that the use is not authorized by the owner/agent; and-
6. Statement that the information in the notice is accurate and, under penalty of perjury, the ~~complainer~~-complainant is authorized to act on behalf of the owner.

Initial Review of an Official Complaint

Upon receipt of a DMCA complaint, complaint resolution team members shall be responsible for assessing the complaint and determining the exact location of the alleged infringing material. Assessing the complaint would include a determination of whether the complaint contains all necessary elements, and whether the complaint involves the university in its role as an ISP or the university (and its employees) acting as a content provider. If the complaint is deficient, a notice of deficiency shall be returned to the complainant with a courtesy copy forwarded to the alleged infringer. No complaint will be deemed official, requiring take down procedures, unless all elements of a proper complaint are included.

4. University as Content Provider

If a determination is made that the DMCA complaint involves the university as a content provider, and not an ISP, ~~then~~ careful consideration will be given to fair use exemptions under the ~~copyright~~ Copyright Act. Appropriate university officials will be notified to handle the matter in a way similar to the way any claim of copyright infringement is handled.

5. ~~Faculty/Graduate Students~~

The DMCA specifically defines when faculty or graduate students alleged infringement on-line is or is not attributable to the institution as a content provider. Infringing activities shall not be attributed to the institution if:

- ~~1.A.~~ Such faculty members' or graduate students' infringing activities do not involve the provision of on-line access to instructional materials that are or were required or recommended, within the preceding three-year period, for a course taught at the institution by such faculty member or graduate student;
- ~~2.B.~~ The institution has not, within the preceding three-year period, received more than two official DMCA complaints about the alleged infringer; and
- ~~3.C.~~ The institution provides to all users of its system or network informational or network informational materials that accurately describe, and promote compliance with, the laws of the U.S. relating to copyright. See university policy, Copyrighted Works Reproduction (9.2).

6. ~~Take-Down Procedures~~ *University as ISP*

If the university is acting as an ISP, take down procedures will be automatically initiated once an official complaint is received. The complaint resolution team will notify the person responsible for the server to specifically locate the alleged infringing materials *and identify the individual who may be responsible for the infringing material.*

Faculty/Staff: The person responsible for the server will forward the complaint and identity of the faculty/staff member to the general counsel. The general counsel will notify the dean or director for the area involved will also be immediately notified of the official complaint to whom the faculty/staff member reports. The dean or director shall immediately confer with the alleged infringer and attempt to secure a voluntary take down or deletion of the alleged infringing material. Such voluntary take down must be confirmed by the dean or director. If these procedures cannot be completed within a reasonable quick time expeditiously or voluntary take down cannot be secured, then the dean or director shall will immediately coordinate with the person responsible for the server to take down the alleged infringing materials. The dean or director will notify the general counsel should be notified when the alleged infringing materials have been removed, and may impose disciplinary action in accordance with Faculty Code of Conduct (7.11), Discipline and Discharge (11.4), or other applicable university policy.

Students: The person responsible for the server will forward the complaint and identity of the student who may be responsible for the infringing material to the Office of Student Rights and Responsibilities. The Office of Student Rights and Responsibilities will attempt to secure the voluntary take down or deletion of the alleged infringing material and may impose disciplinary action pursuant to the Student Code of Conduct (10.4).

7. ~~Counter-Notices~~

If the alleged infringer believes the official complaint is in error or that the complainant is not the official copyright holder or agent, he or she can submit a counter-notice containing the following elements:

- ~~1.A.~~ ~~Must contain a~~ A physical or electronic signature of the alleged infringer;
- ~~2.B.~~ Identification of the removed material and the location at which it appeared;
- ~~3.C.~~ A statement under penalty of perjury that the alleged infringer has a good faith belief that the material was removed because of mistake or misidentification; and
- ~~4.D.~~ The alleged infringer's name, address, telephone number, consent to the jurisdiction of the federal court in which their address is located, and that they will accept service of process from the official complainant.

Upon receipt of the counter-notice, the university shall immediately forward it to the ~~official~~ complainant with an explanation that the university shall restore access to the materials at issue within 10-14 days, unless notice is received that court action is pending.

8. Repeat Infringers

In addition to any other discipline that may be imposed, The university may terminate ~~Internet~~ internet service to repeat infringers who receive more than two complaints in a three-year period.

Repeat infringement shall constitute misuse of university computers and network systems under university policy, Computer and Network Security (14.2). Sanctions procedures under that policy will be followed.

Cross Reference: Digital Millennium Copyright Act, Pub. L. No. 105-304, 112 Stat. 2860 (1998); Copyrighted Works Reproduction (9.2); Computer and Network Security (14.2)

Responsible for Implementation: General Counsel

Contact for Revision: General Counsel

Forms: None

Board Committee Assignment: Academic and Student Affairs

Employee Scholarship Program

Original Implementation: January 28, 2003

Last Revision: ~~April 17, 2012~~ April 14, 2015

Employees of the university, their spouses and dependents are eligible to participate in the Employee Scholarship Program provided eligibility requirements are met. The detailed program and eligibility requirements can be found on the human resources website. The widow or widower and dependent children of an individual who died while an employee shall also be eligible for the Employee Scholarship Program.

Participation in the program does not supersede regular work responsibilities. See Employee Enrolling for Courses (12.4).

Benefits under the program are subject to the availability of specific funds in the university budget. The university shall not be required to make funds available in any given fiscal year.

Cross Reference: Employee Enrolling for Courses (12.4)

Responsible for Implementation: Vice President for Finance and Administration

Contact for Revision: Vice President for Finance and Administration

Forms: Employee Educational Assistance packet: <http://www.sfasu.edu/hr/115.asp>.

Board Committee Assignment: Academic and Student Affairs

Establishing a New Departmental Account: Fund--Organization--Program (FOP)

Original Implementation: Unpublished

Last Revision: ~~January 31, 2012~~ April 14, 2015

The university's financial reporting system, Banner, allows departments and administrative staff to track revenues and expenditures by source of funding (fund), by individual departments (organization), and by function (i.e. instruction, research, etc.) (program). In Banner, these accounts are referred to as FOP (fund – organization – program). Requests to establish a new account are used to track the intent of why and when an account was established. For this reason, the controller's office will require completion of a form to process requests to establish an account. This form along, with any supporting documentation, are to be used by the controller's office, the office of research and sponsored programs and the development office to determine if revenues and expenditures are made in compliance with the intent to establish the account.

These forms and procedures for submitting these forms are available on the controller's office website and the office of research and sponsored programs website. ~~departmental account, Fund--Organization--Program (FOP), must be submitted on the "Establishing a New Departmental Account FOP" form for non-grant accounts or the "Establishing a New Banner Fund--External Awards and Contracts" form for grant accounts. These forms originate in the requesting department and are submitted through appropriate division channels for approval. The form for external awards and contracts is also routed to the office of the research and sponsored programs for approval.~~

After division approval, the request is submitted to the controller's office. The controller's office will approve the request and establish the new account (FOP) or notify the department why an account will not be established. Requests for departmental accounts must include a detailed budget. No account will be established until funding for the account is available. No funds will be obligated or expended until the account is established.

The Establishing a New Departmental Account form can be used to establish a new Banner fund or a new Banner organization (org) as appropriate. The controller's office will notify the account manager or the originating department of new FOP when the account is ready for use.

Cross Reference: None

Responsible for Implementation: Vice President for Finance and Administration

Contact for Revision: Controller

Forms: Establishing a New Departmental Account – (*Fund-Org-Program*) for Non-Grant Accounts and Establishing a New Banner Fund – External Awards and Contracts. Both forms are available online on the forms link: <http://www.sfasu.edu/3386.asp>

Board Committee Assignment: Finance and Audit

Expenditure Authority for Financial Transactions

Original Implementation: April 13, 2006

Last Revision: ~~April 17, 2012~~ April 14, 2015

The Stephen F. Austin State University Board of Regents authorizes the president of the university to designate individuals to approve payments on banks and financial institutions and expenditures paid through the Uniform State Accounting System (USAS). Only individuals who are properly designated by the president are allowed to approve payments of the university's expenditures. Only university employees may be designated to approve the university's expenditures.

For the purpose of this policy, this designation will apply to those persons who have the authority to sign checks; authorize electronic payments, ~~authorize wire transfers, authorize the issuance of certified checks by a bank, authorize~~ and Automated Clearing House (ACH) transactions; ~~and, release ACH transactions, and release expenditures~~ *approve transactions in USAS for payment.*

Individuals designated to approve payments must submit documentation as required by the relevant state agency or financial institution showing they are properly designated to approve the university's expenditures.

The Stephen F. Austin State University Board of Regents authorizes the vice president for finance and administration to designate a USAS security coordinator and assistant security coordinator. The Office of the Vice President for Finance and Administration is responsible for removing expenditure authority when an individual is no longer authorized to approve expenditures or is terminated. The security coordinator or assistant security coordinator is responsible for removing expenditure authority in USAS when an individual is no longer authorized to approve expenditures or when an individual is terminated.

Cross Reference: 34 Tex. Admin. Code § 5.61

Responsible for Implementation: Vice President for Finance and Administration

Contact for Revision: Vice President for Finance and Administration, Controller

Forms: None

Board Committee Assignment: Finance and Audit

Extra-institutional Learning Experiences in the BAAS Degree

Original Implementation: October 26, 1999

Last Revision: ~~April 17, 2012~~ April 14, 2015

Role and Scope

The purpose of this policy is to define a procedure to award credit for extra-institutional learning experiences in the Bachelor of Applied Arts and Sciences (BAAS) degree. This policy provides a rationale for the credit awarded and definitions of the significant elements of the process, establishes guidelines for the occupational portfolio, and provides a means for monitoring the policy.

Review

The dean of the College of Liberal and Applied Arts ~~shall~~ will review and implement this policy.

Rationale

Awarding degree credit for extra-institutional learning experience is based on the higher education practice of granting academic credit for educational attainment comparable to the college level. The granting of credit is carried out in a variety of ways including, but not limited to, credit by examination, Advanced Placement (AP) credit, College Level Examination Program (CLEP) credit, occupational portfolio review, and Stephen F. Austin State University (SFA) departmental examination. The credit awarded must be appropriate to an individual's BAAS degree program.

Authority and Oversight

The authority granted to SFA by the Texas Higher Education Coordinating Board (THECB) (July 16, 1974) to offer the BAAS degree contains the following statements: "Semester hour credit for experience and/or exhibited competency is permissible in both Academic Foundations (up to 12 hours) and Academic Specialization (up to 24 hours). An expanded innovative program of advising and counseling will be necessary to administer the program."

The College of Liberal and Applied Arts ~~shall~~ will maintain oversight of the BAAS degree and administer the extra-institutional learning credit program. The dean of the college ~~shall~~ will develop procedures to implement all aspects of the BAAS degree.

Definitions

BAAS Degree - The Bachelor of Applied Arts and Sciences degree is designed to offer students an opportunity to receive college credit for extra-institutional learning experiences and to apply these credits toward a baccalaureate degree. The degree is designed to provide both academic and professional depth to individuals who have recognized competency in occupational or technical fields.

Extra-institutional Learning - Documented learning experience that accrues to the student outside the sponsorship of an accredited institution of higher education. Such experience may include learning sponsored by non-accredited associations, business, industry, or military units to develop knowledge, skills, and values. If the learning experience occurred outside of a training program related to professional licensure or certification, the student must submit an occupational portfolio.

Occupational Portfolio - A compilation of pertinent documents and third party verification that develops a history and basis for the levels of competency submitted for evaluation.

Documentation ~~shall~~*will* verify that skill levels and occupational competencies are equivalent to college work.

Procedure for Credit Awards

The evaluation of extra-institutional learning experience depends on an examination process. The measure of equivalency is determined by three factors:

1. **The Curriculum of the Learning Experience** - The learning experience must meet the standard of currency and relevance of contemporary institutions of higher education.
2. **The Qualifications of the Instructor/Supervisor** - Instruction and supervision must be provided by an individual or individuals whose credentials have been reviewed and accepted by authorized peers, an appropriate sponsoring professional organization or corporation, or an institution of higher education.
3. **Evaluation of Student Achievement** - The validation process must use a means of evaluating the learning process that is appropriate to the subject matter and the manner of transmission.

All requests for credit for extra-institutional learning experiences must be submitted by the student at the time of application to the BAAS degree program. Requests must be accompanied by documentation of the learning experiences, including the occupational portfolio (if required). The BAAS program director, or a designee, ~~shall~~*will* review the documentation, including credit recommendations, and make a final determination on the amount of credit to be awarded. Credit awarded ~~shall~~*will* be submitted to the Office of the Registrar. Credit awarded for extra-institutional experiences is only applicable to the Bachelor of Applied Arts and Sciences Degree.

Appeals

Appeals of credit awards must be in writing to the dean of the College of Liberal and Applied Arts for resolution. The dean may either affirm the decision of the BAAS program director or make a different credit recommendation.

Cross Reference: SFA General Bulletin/Advanced Placement & Credit by Examination

Responsible for Implementation: Provost and Vice President of Academic Affairs

Contact for Revision: Dean of the College Liberal and Applied Arts

Forms: None

Board Committee Assignment: Academic and Student Affairs

Financial Aid Code of Conduct

Original Implementation: April 21, 2009

Last Revision: ~~January 31, 2012~~ April 14, 2015

This Code of Conduct is promulgated under the Higher Education Act § 487(a)(25), as reauthorized and amended by the Higher Education Opportunity Act, and is not intended to conflict with any Texas law involving conflict of interest and/or ethics, specifically Texas Government Code § 572.051. This Code of Conduct helps to ensure that such laws are not violated; the Code is consistent with Stephen F. Austin State University Ethics policy (2.6). To help ensure public confidence in the financial aid system and to promote high ethical standards, provisions in this Code of Conduct may exceed the minimum limits required by law. *Any employee or agent of the university with responsibilities involving the financial aid process will be provided with a copy of this policy annually.*

I. Definitions

- A. “Lending institution” or “lender” ~~shall will~~ means: (i) any entity that itself, or through an affiliate, engages in the business of making loans to students, parents or others for purposes of financing higher education expenses, or that securitizes such loans; or (ii) any entity, or association of entities, that guarantees education loans. “Lending institution” or “lender” ~~shall will~~ not include the university or the state or federal government. The Texas Guaranteed Student Loan Corporation is exempt from this definition.
- B. “University” ~~shall will~~ means Stephen F. Austin State University and those entities that subscribe to their policies and this Code of Conduct.
- C. “Compensation” ~~shall will~~ means anything of value, including but not limited to money, credits, loans, discounts, payments, fees, forgiveness of principal or interest, reimbursement of expenses, charitable contributions, stock options, consulting fees, educational grants, vacations, prizes, gifts, *gratuities, favors, discounts, entertainment, hospitality*, or other items of value, whether given directly or indirectly. *The term additionally includes a gift of services, transportation, lodging or meals, whether provided in kind, by purchase of a ticket, payment in advance, or reimbursement after the expense has been incurred.*
- D. “Trade association” ~~shall wills~~ mean any higher education, financial aid, lending or banking trade, industry, or professional association that receives compensation within the preceding 12-month period from any lending institution or lender.
- E. “Outside director” ~~shall will~~ means a member of a lender’s board of directors or board of trustees who receives compensation from such lender in connection with his or her service on the board of directors or board of trustees and who receives no other compensation from the lender as an officer, employee, or agent of the lender or otherwise.

- F. “Agent” ~~shall~~*will* means a person acting as a representative of and at the direction of or under the control of a university, where such person’s responsibilities with respect to the university relate primarily to the university’s activities involving financial aid or the business of higher education loans.

II. Code of Conduct

A. Prohibition of Certain Compensation to University Employees

1. No university trustee, director, officer, or agent, or any employee who is employed in the financial aid office of the university or who otherwise has responsibilities with respect to higher educational loans or other financial aid at the university, and no spouse or dependent children of any such persons (“family member”), ~~shall~~*will* accept any compensation of more than ~~nominal value~~*a de minimus amount* (not to exceed \$20), directly or indirectly, during any 12-month period, from or on behalf of a lending institution or trade association, except that this provision ~~shall~~*does not* be construed to prohibit any officer, trustee, director, agent or employee of the university, or any of their family members, from receiving compensation for the conduct of non-university business with any lending institution or trade association or from accepting compensation that is offered to the general public. *No compensation will be accepted by an employee (or employee’s family member) in the financial aid office from any financial aid applicant or his/her family.*
2. Notwithstanding the prohibitions in subsection II.A.1 or any other provision of this Code of Conduct: (a) the university may hold membership in any nonprofit professional association; and (b) a university trustee, director, officer, or employee who is not employed in the financial aid office of the university and does not have responsibilities with respect to higher education loans or financial aid, may serve as an outside director of a lending institution or trade association and receive compensation at the lending institution’s or trade association’s established compensation rates for outside directors, provided that any university trustee, director, officer or employee serving on the board of the lending institution or trade association is precluded from participating in such board’s discussions or decisions that might affect the interests of the university and provided further that such university trustee, director, officer or employee complies with the university’s policy on Ethics (2.6), and receives annual written notice of the requirements of both this Code of Conduct and the university’s conflict of interest policy. Further, notwithstanding the prohibitions in subsection II.A.1, a trustee, director, officer or employee of a lending institution or trade association who does not have responsibilities with respect to higher education loans or financial aid ~~shall~~*will* not be prevented from serving on the board of directors of a university solely by virtue of his or her position with the lending institution or trade association, provided that any such person serving on the board of the university is precluded from participating in such board’s discussions or decisions that might affect the interests

of such lender or trade association or that relate to financial aid or higher education loans.

3. The prohibitions set forth in *this* subsection ~~H.A.~~ shall include, but *are not be* limited to, a ban on any payment or reimbursement by a lending institution or trade association to a university employee or family member for lodging, meals, or travel to conferences or training seminars unless such payment or reimbursement is related solely to non-university business. University employees whose duties relate to financial aid may accept food or refreshments of nominal value provided or paid for by a lender or trade association at a meeting, conference or seminar related to their professional development or training. University employees are not precluded from attending any educational or training program related to financial aid or higher education loans where no registration fee is charged to any attendee because of a lender's or trade association's sponsorship or support of the program, and provided that the registration fee is limited to covering the costs associated solely with the education or training component of the program.
4. *No action will be taken by an employee in the financial aid office that is for their personal benefit or could be perceived to be a conflict of interest. Employees within the financial aid office will not award aid to themselves or to a relative as defined in policy 11.16, Nepotism. Staff will reserve this task to an institutionally designated person to avoid the appearance of a conflict of interest.*

B. Limitations on University Employees Participating on Lender Advisory Boards

Any person who is employed in the financial aid office of a covered educational institution, or who otherwise has responsibilities with respect to private education loans or other financial aid of the institution, and who serves on a lender advisory board, commission, or group established by a private educational lender or group of such lenders ~~shall be~~ prohibited from receiving anything of value from the private educational lender or group of lenders except reimbursement for reasonable expenses. An annual report will be provided to the ~~S~~ecretary of Education of any reasonable expenses paid. Each report ~~shall~~ will include: the amount for each specific instance of reasonable expenses paid or provided; the name of the financial aid official, other employee, or agent to whom the expenses were paid or provided; the dates of the activity for which the expenses were paid or provided; and a brief description of the activity for which the expenses were paid or provided. Lenders can obtain advice and opinions of financial aid officials on financial aid products and services through trade associations, industry surveys, or other mechanisms that do not require service on lender advisory boards, and provided that any reimbursement for expenses is limited to reasonable expenses as defined for service on advisory boards. This provision ~~shall~~ does not apply to participation on advisory boards that are unrelated in any way to financial aid or higher education loans. This paragraph does not apply to serving in the Texas Guaranteed Student Loan Corporation.

C. Prohibition of Certain Compensation to the University

1. Neither the university, nor any alumni association, booster club, foundation, athletic organization, social organization, academic organization, professional organization or other organization affiliated with the university (“affiliated organizations”), may accept any compensation from any lending institution or trade association in exchange for any advantage or consideration provided to the lending institution or trade association related to the lending institution’s or trade association’s financial aid or education loan activity. This prohibition ~~shall will~~ includes, but ~~is not be~~ limited to: (i) revenue sharing by a lending institution or trade association with the university or affiliated organizations; (ii) the receipt by the university or affiliated organizations from any lending institution or trade association of any equipment or supplies, including without limitation, computer hardware and software, for which the university pays below-market prices; and (iii) printing costs or services, provided that a university or affiliated organizations ~~shall is not be~~ prohibited from accepting a lender’s or trade association’s own standard printed brochures or informational material that does not contain the university’s logo or otherwise identify the university.
2. Notwithstanding anything else in this subsection, the university may accept assistance comparable to the kinds of assistance provided by the ~~S~~secretary of the U.S. Department of Education to schools under or in furtherance of the Federal Direct Loan Program.
3. Nothing in this subsection ~~shall~~ prohibits ~~at~~the university from accepting endowment gifts, capital contributions, scholarship funding, or other financial support from a lender or trade association, as long as the university gives no competitive advantage or preferential treatment to the lender or trade association related to its education loan activity in exchange for such support.

D. Preferred Lender Lists

In the event ~~that~~ the university promulgates a list of preferred or recommended lenders or similar ranking or designation (“preferred lender list”), the following restrictions and provisions apply:-

1. Every brochure, web page, or other document that sets forth a preferred lender list must clearly disclose, textually or by clearly designated hyperlink, the process and criteria by which the university-selected lenders for said preferred lender list, including but not limited to the payment of origination fees, competitive interest rates or other terms, high-quality servicing, and additional benefits beyond the standard terms. *The list will be compiled without prejudice and for the sole benefit of the students attending the institution.*
2. Every brochure, web page, or other document that sets forth a preferred lender list or identifies any lender as being on said preferred lender list ~~shall~~ must state in the same font and same manner as the predominant text on the document that students and

their parents have the right and ability to select the education loan provider of their choice, are not required to use any of the lenders on said preferred lender list, and will suffer no penalty from the university for choosing a lender that is not on said preferred lender list. *Borrowers will not be auto-assigned to any particular lender.*

3. Every brochure, web page, or other document that sets forth a preferred lender list or identifies any lender as being on said preferred lender list ~~shall~~ must state in the same font and same manner as the predominant text any affiliations between the lenders on the preferred lender list.
4. The university's selection of preferred lenders and the university's decision as to where or how prominently on the list the lending institution's name appears ~~shall~~ must be based solely on the best interests of student and parent borrowers, using stated criteria that are limited to benefits provided to borrowers (such as competitive interest rates and repayment terms, quality of loan servicing, and whether loans will be sold), and the ability to work efficiently and effectively with the university to process loans, without regard to the pecuniary interest of the university or to any benefits provided by lending institutions to the university or any of the university's officers, trustees, directors, agents or employees or their family members. The university's selection of any preferred lender ~~shall~~ must be limited to the types of loans for which that lender has been selected, based on the benefits to the borrower for those types of loans, and the university's preferred lender list ~~shall~~ must indicate the types of loans for which each lender has been selected as a preferred lender. Nothing in this provision is intended to restrict the university's ability to exercise its discretion in making its own final judgment about which lenders best meet the university's criteria and the needs of its student and parent borrowers.
5. The university ~~shall~~ must review its preferred lender list at least annually.
6. The university ~~shall~~ must require that all preferred lenders commit in writing to disclose to the borrower at the time a loan is issued: (a) whether the loan may be sold to another lender; (b) that the loan terms and benefits will not change if the loan is sold to another lender; and (c) that the loan benefits may change if the borrower chooses to consolidate his or her loans.
7. The university ~~shall~~ must ensure that any preferred lender list that it publishes to students contains no less than ~~three (3) unaffiliated lending institutions for Federal Family Educational Loans (FFEL) and two (2) unaffiliated lending institutions for private loans.~~

E. Prohibition of Lending Institutions' Staffing of University Financial Aid Offices

1. No employee or other agent of a lending institution may staff the university financial aid offices at any time, *either directly or through call center staffing.* The university ~~shall~~ must ensure that no employee or other representative of a lending institution is ever identified to students or prospective students of the university or

their parents as an employee or agent of the university. The foregoing prohibitions notwithstanding, if the university believes that it would benefit students, the university may allow representatives of lenders to conduct informational sessions, such as exit interviews and presentations on loan payment and loan consolidation options, as long as: (a) student attendance is voluntary; (b) a university representative explains that other lenders may provide similar services; (c) the affiliation of the lender representative is disclosed at the start of the presentation; (d) the lender representative does not promote the products or services of any lender; and (e) the university takes reasonable steps to ensure compliance with the requirements of this paragraph.

2. In the event that the university permits a lender to conduct information sessions or exit interviews as set forth in subsection E.1., the university must retain control of any interview or presentation offered by lenders. Control may be evidenced by: (a) a university employee attending such interview or presentation; (b) the university recording or videotaping the interview or presentation; or (c) with respect to an exit interview conducted electronically via the internet, the university creating or approving in advance the content of such electronic exit interview.

F. Proper Execution of Master Promissory Notes

The university ~~shall~~*will* not link or otherwise direct potential borrowers to any electronic master promissory note or other loan agreement unless the master promissory note or agreement allows borrowers to enter the lender code or name for any lender offering the relevant loan, or the university's link to the electronic master promissory note or agreement informs borrowers of alternative means of entering into a master promissory note or agreement with any lender of the borrower's choice. Any information the university provides to borrowers about completing a master promissory note or agreement with a preferred lender must provide the information required in subsections II.D.1 and II.D.2. This paragraph ~~shall~~*will* not apply to telephone conversations in which a student merely seeks assistance in completing the master promissory note and has already selected a lender.

G. Revolving Door Prohibition

1. In the event a university hires an employee who will be employed in the financial aid office of the university, or who otherwise will have responsibilities with respect to higher education loans or other financial aid and such employee was employed by a lender during the 12-month period prior to the date of hire by the university, such employee ~~shall be~~*is* prohibited from having any dealings or interactions with such lender on behalf of the university for a period of 12 months from the date such employee's employment with the lender was terminated.
2. In the event a lender hires an employee who was employed by the university during the 12-month period prior to the date of such employee's hire by the lender, the university ~~shall be~~*is* prohibited from having any dealings or interactions with such

employee that relate to financial aid or higher education loans for a period of 12 months from the date such employee's employment with the university was terminated.

H. *Information Provided by Financial Aid Offices*

1. *Information provided by the financial aid office must be accurate, unbiased, and not reflect preference arising from actual or potential personal gain.*
2. *Institutional award notifications and/or other institutionally provided materials will include the following: (a) a breakdown of individual components of the institution's cost of attendance, designating all potential billable charges; (b) clear identification of each award, indicating type of aid, i.e. gift aid (grants, scholarships), work, or loans; (c) standard terminology and definitions; and (d) renewal requirements of each award.*
3. *All required consumer information is displayed in a prominent location on the institutional website(s) and in any printed materials, easily identified and found and labeled as "consumer information."*
4. *All employees of the financial aid office will disclose to the institution any involvement, interest in, or potential conflict of interest with any entity with which the institution has a business relationship.*

Cross Reference: Higher Education Opportunity Act, Pub. L. No. 110-315, 20 U.S.C. § 1094(a)(25), (e); Tex. Gov't Code § 572.051; Ethics (2.6); *Nepotism* (11.16)

Responsible for Implementation: Provost and Vice President for Academic Affairs

Contact for Revision: Office of Financial Aid and General Counsel

Forms: None

Board Committee Assignment: Academic and Student Affairs Committee

Financial Exigency

Original Implementation: October 18, 2011

Last Revision: ~~None~~ April 14, 2015

Termination of an appointment with tenure, or of a probationary or special appointment before the end of the specified term, may occur under extraordinary circumstances because of bona fide financial exigency (i.e., an imminent financial crisis that threatens the continuation of a strong academic program and that cannot be alleviated by less stringent means). The responsibility for demonstrating the existence and extent of the financial exigency rests with the administration.

Before terminating an appointment because of financial exigency, the appropriate university administrator, with faculty participation, shall make every reasonable effort to place the faculty member concerned in another position within the university for which the individual is professionally qualified.

If the university, because of financial exigency, terminates appointments with tenure, or probationary or special appointments before the end of the specified term, it will not at the same time make new appointments *in the same academic unit* except in circumstances where a serious distortion of the academic program would otherwise result. Employment of a faculty member with tenure will not be terminated in favor of retaining a faculty member without tenure *within the same academic unit*, except in circumstances where a serious distortion of the academic program would otherwise result.

In each case of termination of an appointment with tenure because of financial exigency, the vacancy will not be filled by a replacement within a period of two calendar years, unless the released faculty member has been offered reinstatement and at least sixty (60) days in which to accept or decline.

A probationary faculty member whose appointment is terminated because of financial exigency shall be given appropriate notice as prescribed in policy 7.29, Tenure. A tenured faculty member shall be given notice at least twelve months prior to termination of appointment.

A faculty member whose appointment is terminated because of financial exigency, and who alleges abridgement of constitutional guarantees or academic freedom, shall be afforded due process.

Cross Reference: Tenure (7.29); Reduction in Force of Non-Academic Employees (11.23)

Responsible for Implementation: President

Contact for Revision: Vice President for Finance and Administration; Provost and Vice President for Academic Affairs

Forms: None

Board Committee Assignment: Finance and Audit

Gramm Leach Bliley Act Required Information Security

Original Implementation: April 21, 2009

Last Revision: ~~April 17, 2012~~ April 14, 2015

Overview

~~This policy summarizes Stephen F. Austin State University's (university) adopts this information security program-comprehensive written information security program (program) to address the Standards of Safeguarding Customer Information Safeguard Rule as mandated in 16 CFR 314 of the Gramm-Leach-Bliley Act (GLBA). As required by the GLBA, this program applies to customer financial information ("covered data") the university receives in the course of business.~~

~~This policy defines the program as required by the GLBA to ensure ongoing compliance with federal regulations related to the program. This policy incorporates other university policies and procedures that deal with obligations to maintain the security of confidential information and those that are required by other federal and state laws and regulations.~~

Program Objectives:

1. Ensure the security and confidentiality of customer information,
2. Protect against any anticipated threats or hazards to the security of customer information, and
3. Protect against unauthorized access or use of such data or information in ways that could result in substantial harm or inconvenience to students, faculty, staff, and the university community.

Definitions:

Covered Data means all information required to be protected under the GLBA.

Customer information means any record containing nonpublic personal information as defined in 16 CFR 313.3(n), about a customer (student, prospective student, parent, guardian, faculty, or staff), whether in paper, electronic, or other form, that is handled or maintained by or on behalf of the university.

Information security program means the administrative, technical, or physical safeguards the university uses to access, collect, distribute, process, protect, store, use, transmit, dispose of, or otherwise handle customer information.

Nonpublic financial information means any information that meets any of the following criteria:

- Information a student or other third party provides in order to obtain a financial service from the university;
- Information about a student or other third party resulting from any transaction with the university involving a financial service; or
- Information obtained about a student or other third party in connection with offering a financial service to that person.

Offering a financial service includes offering student loans, receiving information from a current or prospective student's parents as a part of a financial aid application, and other miscellaneous financial services as defined in 12 CFR 225.28.

Service provider means any person or entity that receives, maintains, processes or otherwise is permitted access to customer information through its provision of services.

Scope of the Program

The program applies to any record containing nonpublic financial information about a student or other third party who has a relationship with the university, whether in paper, electronic or other form that is handled or maintained by or on behalf of the university.

Elements of the Program:

Designate a Program Representative(s)

Oversight of the program will lie with the vice president for finance and administration. The vice president for finance and administration will designate a program officer with overall responsibility for overseeing the university's information security program and may designate other representatives of the university to assist in the coordination of the program. Any questions regarding the implementation of the program or the interpretation of this document should be directed to the vice president for finance and administration.

Identify and Assess Risk

The university intends, as part of the program, to undertake to identify and assess reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of nonpublic financial information that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information. In implementing the program, the program officer will establish procedures for identifying, and assessing such risks in each

relevant area of the university's operations including:

- Employee training and management;
- Information systems and information processing and disposal; and
- Detecting, preventing and responding to attacks.

Design and Implement Safeguards

The risk assessment and analysis described above shall apply to all methods of handling or disposing of nonpublic financial information, whether in electronic, paper or other form. The program officer will, on a regular basis, implement safeguards to control the risks identified through such assessments and to regularly test or otherwise monitor the effectiveness of such safeguards. Such testing and monitoring may be accomplished through existing network monitoring and problem escalation procedures.

Overseeing Service Providers

The university will select appropriate service providers that are given access to customer information in the normal course of business and will contract with them to provide adequate safeguards. The program officer will work with the Office of the General Counsel to develop and incorporate standard contractual protections applicable to third party service providers, which will require such providers to implement and maintain appropriate safeguards.

Program Review and Revision

The program officer is responsible for evaluating and adjusting the program based on the risk assessment activities, as well as material changes in the university's operations or other circumstances that may have a material impact on the program.

Cross Reference: 12 CFR 225.26; 16 CFR 314; 16 CFR 313.3(n); Use of Electronic Information Resources (16.32); Computer & Network Security (14.2); Student Records (2.10)

Responsible for Implementation: Vice President for Finance and Administration

Contact for Revision: Vice President for Finance and Administration

Forms: None

Board Committee Assignment: Finance and Audit

Identity Theft Prevention

Original Implementation: April 21, 2009

Last Revision: ~~April 17, 2012~~ April 14, 2015

Purpose

The purpose of this policy is to establish an Identity Theft Program (“program”) designed to detect, prevent and mitigate identity theft in connection with covered accounts and to provide continued administration of the program in compliance with applicable regulations. The program will include reasonable ~~policies and~~ procedures to:

1. Identify risks that signify potentially fraudulent activity within new or existing covered accounts;
2. Detect risks when they occur in covered accounts;
3. Respond to risks if fraudulent activity has occurred and act if fraud has been attempted or committed; and
4. Update the program periodically to reflect changes in risks to students, covered accounts and previous experience with identity theft.

This policy is in addition to any other information security policies currently at Stephen F. Austin State University.

Definitions

Identity Theft means fraud committed or attempted using the identifying information of another person without authority.

Covered account means:

1. An account that ~~the university a financial institution or creditor~~ offers or maintains, primarily for personal, family, or household purposes, that involves or is designed to permit multiple payments or transactions; and
2. Any other account that the ~~financial institution or creditor~~ university offers or maintains for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the financial institution or creditor from identity theft, including financial, operational, compliance, reputation, or litigation risks.

~~**Creditor** means any person who regularly extends, renews, or continues credit; any person who regularly arranges for the extension, renewal, or continuation of credit; or any assignee of an original creditor who participates in the decision to extend, renew, or continue credit.~~

Red Flag means a pattern, practice or specific activity that indicates the possible existence of identity theft.

Red Flag Rules are rules issued by the Federal Trade Commission (FTC) on November 7, 2007 regarding identity theft. These rules implement Sections 114 and 115 of the Fair and Accurate Credit Transactions Act and require certain policies and procedures be developed that are designed to detect, prevent and mitigate identity theft.

Service Provider means a person that provides a service directly to the ~~financial institution or creditor~~ university.

Elements of the Program

Identification of Red Flags

The program includes relevant red flags from the following categories as appropriate:

1. Alerts, notifications or warnings from a credit reporting agencies;
2. The presentation of suspicious documents;
3. The presentation of suspicious personal identifying information;
4. Unusual use of, or suspicious activity related to, the covered account.

Detecting Red Flags

The program addresses the detection of red flags in connection with the opening of covered accounts and existing covered accounts by:

1. Obtaining identifying information about, and verifying the identity of, a person opening a covered account; and
2. Authenticating customers, monitoring transactions, and verifying the validity of change of address requests in the case of existing covered accounts.

Responding to Fraudulent Activity

Once potentially fraudulent activity is detected, an employee must act quickly, as a rapid appropriate response can protect employees, students and the university from damages and loss.

1. The employee will gather all related documentation and present this information to ~~the designated authority for determination.~~ *his/her immediate supervisor*
2. The *supervisor* ~~designated authority~~ will complete additional authentication to determine whether the attempted transaction was fraudulent or authentic and will respond

appropriately.

3. If the activity is deemed fraudulent, procedures as outlined in the university Fraud Policy (2.7) will be followed.

Periodic Updates to Program

At periodic intervals established in the program, or as required, the program will be re-evaluated to determine whether all aspects of the program are up to date and applicable in the current business environment. Periodic reviews ~~will~~ may include, ~~at a minimum,~~ an assessment of:

1. The types of covered accounts offered or maintained;
2. The methods provided to open covered accounts;
3. The methods provided to access covered accounts;
4. Previous experience with identity theft;
5. Red flags as identified above and the need to define new red flags; and
6. Response procedures defined above and their efficacy to reduce damage to the university and its customers.

Program Administration

Oversight of the Program

Oversight of the program will lie with the vice president of finance and administration. The vice president for finance and administration will be responsible for appointing a program officer with the specific responsibility for the program's development, implementation and administration; reviewing reports prepared by staff regarding compliance with red flag rules; and approving material changes to the program as necessary to address changing identity theft risks.

Reports

~~University staff~~ The program officer responsible for the development, implementation, and administration of the program ~~should~~ will report, *in writing*, to the ~~program administrator~~ vice president for finance and administration at least annually; on program compliance with the program. The report should address such issues as: the effectiveness of the policy and procedures in addressing the risk of identity theft in connection with covered accounts; service provider arrangements; significant incidents involving identity theft and management's response and recommendations for material changes to the program.

Staff Training

Staff, officials and contractors for whom it is reasonably foreseeable may come into contact with covered accounts or personally identifiable information that may constitute a risk to the university or its customers must complete the red flag training to ensure compliance with the identity theft prevention policy.

Oversight of Service Provider Arrangements

It is the responsibility of the university to ensure that the activities of all service providers are conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft. Contractual arrangements with service providers should specifically require the service provider to maintain its own identity theft prevention program consistent with the guidance of the red flag rules.

Cross Reference: Fair and Accurate Credit Transactions Act of 2003; 16 CFR 681; Fraud (2.7)

Responsible for Implementation: Vice President for Finance and Administration

Contact for Revision: Vice President for Finance and Administration

Forms: None

Board Committee Assignment: Finance and Audit

Leave of Absence (*Faculty and Staff*)

Original Implementation: September 1, 1981

Last Revision: ~~April 17, 2012~~ April 14, 2015

This policy describes available leaves for both faculty and staff employees. It excludes all casual employees and employees who are in positions that require them to be a student as a condition of employment.

Leaves available for faculty only:

The university may grant a leave of absence to faculty, when departmental needs allow, for the following reasons:

1. To pursue additional education or training for the faculty member in order to strengthen their performance in their position at SFA.
2. To engage in research and writing directly related to responsibilities at SFA.
3. To accept a similar position in a visiting capacity at another institution.
4. To accept a position outside higher education that is directly related to the employee's professional field and has potential for enhancing their future contributions to the university.
5. Health, following the use of all accumulated sick leave, when it is demonstrated that at the end of the leave period the employee will be able to resume duties at SFA.

Leaves may be granted *to faculty* with the following conditions:

1. Requests for a leave of absence will be directed to the president of the university through administrative channels.
2. No paid or unpaid leave will be approved for more than 12 months.
3. Requests for renewal of a leave may be considered when submitted in writing prior to March 15.
4. Individuals who are not planning to return from leave to SFA should notify the department chair before March 15th.

Leaves available for staff employees:

The president may grant a leave of absence without pay to a staff employee after receiving input from the supervising department regarding departmental needs and subject to the following provisions:

1. *All accumulated paid leave entitlements must be exhausted before granting such leaves, with the additional provision that sick leave must be exhausted only in those cases where the employee is eligible to take sick leave. Employees off due to a worker's compensation injury will not be required to exhaust their accrued vacation and comp time, but their*

- accrued sick leave must be exhausted before leave of absence may be granted.*
2. *Such leaves will be limited in duration to twelve (12) months.*
 3. *Except in instances of disciplinary suspension, leave covered by worker's compensation, or active military duty situations:*
 - a. *Vacation leave must be exhausted.*
 - b. *Sick leave, if appropriate, must be exhausted.*
 4. *The employee must report to the supervisor and human resources if they will be unable to return to work at the end of the leave period and must provide an acceptable reason for the delay. Failure to return to work from an approved leave of absence by the intended date and to provide an acceptable reason will be considered job abandonment.*

Leaves available for both faculty and staff:

Individuals for whom a leave of absence has been approved are responsible for making an appointment with the university benefits manager/human resources to resolve all questions regarding employee benefits.

Individuals on leave due to a personal serious health condition or to care for a covered relation must contact their supervisor at least once each week, or as often as requested by the supervisor, regarding the status of the condition and the intention to return to work. The supervisor is responsible for reporting this information to ~~Human-human Resources-resources~~ as the university is responsible for notifying employees of their rights under the Family and Medical Leave Act (FMLA). Additionally, the individual is required to call ~~Human-human Resources-resources~~ on the ~~1st-1st~~ and ~~3rd-3rd~~ Monday of each month during their leave to report their leave and/or return to work status.

Employees on leave due to a worker's compensation claim must contact their supervisor at least once each week, or as often as requested by their supervisor, regarding the status of the condition and the intention to return to work. Additionally, the individual is required to provide a work status report to the university ~~Environmental-environmental Health/health, Safety-safety and Risk-risk Management-management Office-office~~ from the treating physician after each appointment. The ~~Environmental-environmental Health/health, Safety-safety and Risk-risk Management-management Office-office~~ will provide a form to the physician upon request. The employee is responsible for insuring the information is provided as requested.

Employees, who are recovering from a worker's compensation injury, are concurrently on FMLA leave, and who have exhausted all accrued paid leave are in leave without pay status (LWOP). These employees must make a written request from the university president for a leave of absence (LOA) not to exceed a 12 month period from the beginning of their leave without pay status. Except as provided for in the following leave provisions, any extended leaves of absence without pay for a period of four and one-half (4-1/2) months or more for faculty or exempt staff must be approved by the Board of Regents upon the recommendation of the president.

Family Medical Leave - The Family and Medical Leave Act (FMLA) will, in many circumstances, entitle university employees with more than one year of service and who have worked at least 1,250 hours in the last year, to request up to twelve weeks of medical leave per year. ~~Employees entitled to FMLA leave are required to use all sick leave accrued while taking the FMLA leave.~~ (See the Family and Medical Leave policy 12.9 for more information.)

Parental Leave - Employees who do not qualify for family and medical leave are entitled to parental leave for the birth of a child or the adoption or foster care placement of a child under the age of three. Parental leave cannot exceed 12 weeks. ~~The employee must first use all available and applicable sick leave while taking the parental leave and the remainder of the leave is unpaid.~~ Such parental leave may only be taken for the birth of a natural child or the adoption or foster care placement with the employee of a child under 3 years of age. The leave period begins with the date of birth or the adoption or foster care placement. (See the Family and Medical Leave policy 12.9 for more information.)

Foster Parent Leave - An employee, who is a foster parent to a child under the protection of the Department of Family and Protective Services (DFPS), is entitled to a leave of absence with full pay for the purpose of attending meetings held by the DFPS regarding the employee's foster child. In addition, the employee may attend, with a paid leave of absence, the ~~Admission~~ admission, ~~Review~~ review, and ~~Dismissal~~ dismissal (ARD) meetings held by a school district regarding the *foster* child ~~under the foster care of the employee.~~

Emergency Leave

1. Bereavement Leave: ~~Regular~~ Employees will be granted bereavement leave without a loss in pay when a death occurs in their family. For the purposes of bereavement leave, family is defined as the employee's spouse, or the employee's and spouse's parents, children, brothers, sisters, grandparents and grandchildren.

The amount of time granted for bereavement leave shall not exceed three days. A full three days is not automatically granted since it is intended that such leave be limited to the reasonable amount of time necessary for travel, funeral arrangements, and funeral services. If additional days are needed, the faculty member will be required to use sick leave. *Staff employees will be required to use vacation or compensatory time if additional days are needed.* ~~Faculty members~~ Employees who have exhausted all ~~sick~~ available leave accruals will be required to take leave without pay if extended leave is approved.

Requests for bereavement leave should be submitted to the department official who has the authority to approve leave. Requests for bereavement leave for family members, not mentioned above, or for leaves greater than three days are subject to the approval of the director of human resources, the divisional vice president, and the university president. Employees requesting bereavement leave may be required to provide documentary

evidence of the relative's death to qualify for paid leave and attach it to the Bereavement Leave Request form.

2. **Administrative Leave:** Administrative leave will be granted in only the rarest of circumstances. While employees hold no entitlement to additional leave, they may be granted paid emergency/administrative leave when it is determined that there is good cause for such leave. Such leaves will not normally exceed three workdays per fiscal year.

For the purposes of this leave, an emergency is defined as an unforeseen event or combination of circumstances calling for immediate action which if not responded to immediately would present imminent danger to human life or substantial damage to property. Except for extraordinary circumstances, employees accruing sick leave would not be eligible for emergency/administrative leave for their own, or a family member's medical illness.

Administrative leave may be requested by an employee and approved by the department head for the employee to attend the funeral of a co-worker or other university employee with whom they regularly worked. Department heads, however, must ensure minimum staff levels are maintained in the department.

Inclement weather conditions will not constitute just cause for an emergency leave unless approved by the president for the institution as a whole.

Requests for emergency/administrative leave will not be approved unless authorized by the employee's immediate supervisor and department head, the director of human resources, the divisional vice president, and the university president. All requests for emergency/administrative leave should be routed to the employee's supervisor on the Administrative Leave Request form.

~~Parent-Teacher Conference Leave~~ Educational Activities - An employee may use up to 8 hours of sick leave each fiscal year to attend ~~parent-teacher conference sessions~~ *educational activities* for the employee's children who are in pre-kindergarten through 12th grade. *Educational activities are school-sponsored activities, including parent-teacher conferences, tutoring, volunteer programs, field trips, classroom programs, school committee meetings, academic competitions, and athletic, music, or theater programs.* Employees must give reasonable notice of intention to use sick leave to attend such ~~conferences~~ *activities*.

Jury Duty - No deduction shall be made from the salary or wages of any employee who is called for jury service.

Military Leave – Employees are eligible for 15 workdays in each federal fiscal year

(October 1 through September 30) without loss of pay or benefits to accommodate authorized training or duty for the state's military forces, a reserve branch of the U.S. Armed Forces, or a state or federally authorized urban search and rescue team. The 15 days of paid leave do not have to be consecutive. If the employee does not use the 15 days of military leave in a *federal* fiscal year, the employee is entitled to carry the balance forward to the next *federal* fiscal year, not to exceed 45 workdays.

The university will adjust the work schedule of a member of the Texas National Guard or United States Armed Forces Reserve so that two of the employee's days off each month coincide with two days of military duty.

An employee called to active duty during an emergency to serve in reserve component of the U.S. Armed Forces under Title 10 or Title 32 of the U.S. Code is entitled to an unpaid leave of absence. The employee may choose, but is not required, to use all or some portion of another form of paid leave before they choose to go on leave without pay while on military leave.

An employee called to state active duty as a member of the state military forces by the governor because of an emergency is entitled to receive emergency leave without loss of military leave *or vacation leave*. This leave will be proved without a deduction in salary. This time is not limited and does not count against the 15 days maximum military leave per *federal* fiscal year.

An employee called to federal active duty for the purpose of providing assistance to civil authorities in a declared emergency or for training for that purpose is entitled to receive paid emergency leave for not more than 22 workdays without loss of military leave *or vacation leave* per calendar year.

A member of the state military forces who is ordered to active state duty by the governor or by other proper authority under the law of this state is entitled to the same benefits and protections provided:

- To persons performing service in the uniformed services ~~by~~ *in accordance with Title 38 U.S.C. Sections 4301- 4313 and 4316-4319, as that law existed on April 1, 2003;* and
- To persons in the military service of the United States ~~by~~ *in accordance with Title 50 App. U.S.C. Sections 501--536, 560, and 580-594, as that law existed on April 1, 2003.*

Military Paid Leave and State Service - Employees called to active duty during national emergency to serve ~~on~~ *in* a reserve component of the U.S. Armed Forces under Title 10 or 32 of the U.S. Code are entitled to state service for *longevity purposes, vacation leave accruals, and sick leave accruals* while on an unpaid leave of absence. This leave will be accrued but not posted until the employee returns to state employment. In addition, the

employee retains their leave balances unless the employee chooses to use any accrued leave (*vacation or compensatory time*) to maintain benefits for the employee or the employee's dependents while on military duty. Additionally, the employee may continue to accrue service credit with ERS by receiving at least one hour of state pay during each month of active military service. The employee may use ~~sick leave~~ *any combination of paid leave* to qualify for state pay.

Military Differential Pay: The university shall grant sufficient emergency leave to provide a pay differential if the employee's military gross pay is less than the employee's state gross pay. The combination of gross military pay and emergency leave may not exceed the employee's actual state gross pay. Pay received while assigned to a combat zone, hardship duty pay, and family separation pay is excluded when computing military differential pay. The employee should be notified of the university's intent to use emergency leave to supplement their military pay to raise it to a rate comparable to the state pay received prior to activation. Only state employees called to active duty in support of a national emergency or Homeland Security mission (under U.S.C. Title 10 or 32) and who's military pay is less than their gross state pay are eligible for differential pay. Service members involved in routine military training or who are attending military schools are not entitled to this differential pay. *If emergency leave is granted to employees activated for military duty, those employees will accrue sick leave and vacation leave, as appropriate, each month they receive pay from the university. The sick and vacation hours will be accrued but not posted until the employee returns to full employment with the university.* To determine eligibility, the employee must provide a copy of their Military Leave and Earnings Statement each month that emergency leave is going to be granted to look at the total entitlement of military pay received by the service member. The service member's pay may change during the period of active duty because of a promotion or change in entitlements; any increase in pay may reduce or cease the need for state military differential pay.

Military Restoration of Employment: To be eligible for restoration of employment at the conclusion of military service, the employee must be honorably discharged no later than five years after induction, enlistment, or call to duty and must be physically and mentally qualified to perform the duties of the job. If an employee is unable to perform the duties of the previous job due to a service-related disability, the veteran is entitled to be restored to a position that he or she can perform with similar or the nearest possible seniority, status, and pay. Veterans whose employment has been restored may not be dismissed without cause within a year of their reinstatement. *Eligible veterans must apply for reinstatement within 90 days after discharge or release from service. The application must be made in writing to the president of the university and must include evidence of discharge under honorable conditions. An individual reemployed is considered to have been on furlough or leave of absence during the time that they were in military service. As such, the employee may participate in retirement or other benefits to which a state employee is or may be entitled.*

Certified Red Cross Activities Leave - Employees who are certified disaster service volunteers of the American Red Cross or are in training to become such a volunteer may be granted a paid leave of absence not to exceed 10 days each fiscal year. The employee must have the approval of his or her supervisor and a formal request from the Red Cross. In addition, the approval of the governor's office is required. An employee on such leave will not lose pay, vacation time, sick leave, earned overtime, and/or compensatory time during this leave. The pool of certified disaster volunteers must not exceed 350 participants at any one time.

Amateur Radio Operator Leave – *An employee with an amateur radio station license issued by the Federal Communications Commission will be granted a paid leave of absence not to exceed 10 working days each fiscal year to participate in specialized disaster relief services. An employee on such leave will not lose pay, vacation time, sick leave, overtime leave, or compensatory time. The amateur radio operator leave must be authorized by the employee's supervisor and must have the approval of the governor. The number of amateur radio operators eligible for this leave may not exceed 350 state employees at any one time.*

Volunteer Firefighters/Emergency Medical Services Training Leave - Volunteer firefighters and emergency medical services volunteers will be granted a paid leave of absence not to exceed five working days each fiscal year for attending training schools conducted by state agencies.

Assistance Dog Training - An employee with a disability as defined by Texas Human Resources Code, Section 121.002 shall be granted a paid leave up to 10 working days in a fiscal year for the purpose of attending a training program to acquaint the employee with an assistance dog to be utilized by the employee. This leave is in addition to other leave entitlements.

Organ or Bone Marrow Donors - An employee is entitled to a leave of absence without a deduction in salary for the time necessary to permit the employee to serve as a bone marrow or organ donor. The leave of absence may not exceed five working days in a fiscal year to serve as a bone marrow donor or 30 working days in a fiscal year to serve as an organ donor.

Donation of Blood - An employee shall be allowed sufficient time off, without a deduction in salary or accrued leave, to donate blood. An employee must obtain approval from his/her supervisor prior to taking off. On returning to work, an employee shall provide his/her supervisor with proof that the employee donated blood during the time off. An employee may receive time off not to exceed more than four times in a fiscal year.

~~All requests for leave without pay must be submitted to Human Resources on the "Leave~~

~~without Pay” form.~~ **Compliance with a Subpoena** – *An employee may not be discharged, disciplined, or penalized for complying with a subpoena to appear in a civil, criminal, legislative, or administrative proceeding. It will be up to the university’s discretion in instances of unofficial testimony to decide whether such an absence is considered good cause for emergency leave.*

Time Off to Vote – *Employees will be allowed sufficient time off, without a deduction in pay or accrued leave, to vote in each national, state, or local election if there is not sufficient time to vote outside regular working hours.*

All requests for leave without pay must be submitted to human resources on the Leave without Pay form.

Cross Reference: Family and Medical Leave Act, 5 U.S.C. §§ 6381-6387; Tex. Hum. Res. Code § 121.002; Tex. Gov. Code §§ ~~431.005, .017, .0825~~, 613.002-.005, 658.008, 661.903-.9041

Responsible for Implementation: Vice President for Finance and Administration

Contact for Revision: Director of Human Resources

Forms: Bereavement Leave Request form; Administrative Leave Request form; Leave without Pay form

Board Committee Assignment: Academic and Student Affairs

~~Leave of Absence (Non-Academic) Policy to be deleted~~

Original Implementation: September 1, 1981

Last Revision: April 17, 2012

The president may grant a leave of absence without pay to non-academic employees after receiving input from the supervising department regarding departmental needs and subject to the following provisions:

1. ~~All accumulated paid leave entitlements must be exhausted before granting such leaves, with the additional provision that sick leave must be exhausted only in those cases where the employee is eligible to take sick leave. Employees off due to a worker's compensation injury will not be required to exhaust their accrued vacation and comp time, but their accrued sick leave must be exhausted before leave of absence may be granted.~~
2. ~~Such leaves will be limited in duration to twelve (12) months.~~
3. ~~Except in instances of disciplinary suspension, workers' compensation, or military situations:~~
 - ~~Annual leave must be exhausted.~~
 - ~~Sick leave, if appropriate, must be exhausted.~~
4. ~~The return to work date shall be specified when the leave is requested; or, in the event that the return date is not known, the employee must make arrangements to contact the supervisor at least once each week or as often as requested by the supervisor. The employee is required to call Human Resources on the 1st and 3rd Monday of each month during the leave to report their leave and/or return to work status.~~

~~Individuals on leave due to a worker's compensation claim must contact their supervisor at least once each week, or as often as requested by their supervisor, regarding the status of the condition and the intention to return to work. Additionally, the employee is required to provide a work status report to the university Environmental Health, Safety and Risk Management Office from the treating physician after each appointment. The Environmental Health, Safety and Risk Management Office will provide a form to the physician upon request. The employee is responsible for insuring the information is provided as requested.~~
5. ~~The employee must report to the supervisor and the Human Resources Department if he/she will be unable to return to work at the end of the leave period and must provide an acceptable reason for the delay. Failure to return to work from an approved leave of absence by the intended date and to provide an acceptable reason will be considered job abandonment.~~

Employees who are recovering from a worker's compensation injury, are concurrently on FMLA leave, and who have exhausted all accrued sick leave are in leave without pay status (LWOP). Those employees must make a written request for a leave of absence (LOA) from the university president not to exceed a 12-month period from the beginning of their leave without pay status. Except as provided for in the following leave provisions, any extended leaves of absence without pay for a period of four and one half (4 1/2) months or more for exempt, non-academic employees must be approved by the Board of Regents upon the recommendation of the president.

The president designates the department head to permit an employee a leave of absence **without pay** for 1-3 days for appropriate reasons. The department head can approve a leave of absence without pay only one (1) time per fiscal year per employee. An individual who chronically exhausts all paid leave and has utilized one department approved leave of absence without pay will be required to request a leave of absence without pay in advance from the president for future leave needs unless entitled to other benefits under university policy or law. All leaves for a semester or less, except as stated above, must be approved by the president. The Board of Regents must approve leaves of more than a semester for exempt, non-academic employees.

Family Medical Leave—The Family Medical Leave Act (FMLA) will, in many circumstances, entitle university employees with more than one year of service and who have worked at least 1,250 hours in the last year, to request up to twelve weeks of medical leave per year. Employees entitled to FMLA leave are required to use all of their paid vacation and sick leave while taking the FMLA leave. (See the Family and Medical Leave policy 12.9 for more information.)

Parental Leave—Employees who do not qualify for family and medical leave are entitled to parental leave for the birth of a child or the adoption or foster care placement of a child under the age of three. Parental leave cannot exceed 12 weeks. The employee must first use all available and applicable paid vacation and sick leave while taking the parental leave and the remainder of the leave is unpaid. Such parental leave may only be taken for the birth of a natural child or the adoption or foster care placement with the employee of a child under 3 years of age. The leave period begins with the date of birth or the adoption or foster care placement. (See the Family and Medical Leave policy 12.9 for more information.)

Foster Parent Leave—An employee, who is a foster parent to a child under the protection of the Department of Family and Protective Services (DFPS), is entitled to a leave of absence with full pay for the purpose of attending meetings held by the DFPS regarding the employee's foster child. In addition, the employee may attend, with a paid leave of absence, the Admission, Review, and Dismissal (ARD) meeting held by a school district regarding

the child under the foster care of the employee.

Emergency Leave

1. ~~Bereavement Leave: Regular employees will be granted bereavement leave without a loss in pay when a death occurs in their family. For the purposes of bereavement leave, family is defined as the employee's spouse, or the employee's and spouse's parents, children, brothers, sisters, grandparents and grandchildren.~~

~~The amount of time granted for bereavement leave shall not exceed three days. A full three days is not automatically granted since it is intended that such leave be limited to the reasonable amount of time necessary for travel, funeral arrangements, and funeral services. If additional days are needed, the employee will be required to use vacation or compensatory time. Employees who have exhausted all accruals will be required to take leave without pay if extended leave is approved.~~

~~Requests for bereavement leave should be submitted to the department official who has the authority to approve leave. Requests for bereavement leave for family members, not mentioned above, or for leaves greater than three days are subject to the approval of the director of human resources, the divisional vice president, and the university president. Employees requesting bereavement leave may be required to provide documentary evidence of the relative's death to qualify for paid leave and attach it to the Bereavement Leave Request form.~~

2. ~~Administrative Leave: Administrative leave will be granted in only the rarest of circumstances. While employees hold no entitlement to additional leave, they may be granted paid emergency/administrative leave when it is determined that there is good cause for such leave. Such leaves will not normally exceed three workdays per fiscal year.~~

~~For the purposes of this leave, an emergency is defined as an unforeseen event or combination of circumstances calling for immediate action which if not responded to immediately would present imminent danger to human life or substantial damage to property. Except for extraordinary circumstances, employees accruing sick leave would not be eligible for emergency/administrative leave for their own, or a family member's medical illness.~~

~~Administrative leave may be requested by an employee and approved by the department head for the employee to attend the funeral of a co-worker or other university employee with whom they regularly worked. Department heads, however, must ensure minimum staff levels are maintained in the department.~~

~~Inclement weather conditions will not constitute just cause for an emergency leave unless approved by the president for the institution as a whole.~~

~~Requests for emergency/administrative leave will not be approved unless authorized by the employee's immediate supervisor and department head, the director of human resources, the divisional vice president, and the university president. All requests for emergency/administrative leave should be routed to the employee's supervisor on the Emergency/Administrative Leave Request form.~~

~~**Parent-Teacher Conference Leave**—An employee may use up to 8 hours of sick leave each fiscal year to attend parent teacher conference sessions for the employee's children who are in pre-kindergarten through 12th grade. Employees must give reasonable notice of intention to use sick leave to attend such conferences.~~

~~**Jury Duty**—No deduction shall be made from the salary or wages of any employee who is called for jury service.~~

~~**Military Leave**—Employees are eligible for 15 workdays in each federal fiscal year without loss of pay or benefits to accommodate authorized training or duty for the state's military forces, a reserve branch of the U.S. Armed Forces, or a state or federally authorized urban search and rescue team. The 15 days of paid leave do not have to be consecutive. If the employee does not use the 15 days of military leave in a fiscal year, the employee is entitled to carry the balance forward to the next fiscal year, not to exceed 45 workdays.~~

~~The university will adjust the work schedule of a member of the Texas National Guard or United States Armed Forces Reserve so that two of the employee's days off each month coincide with two days of military duty.~~

~~An employee called to active duty during an emergency to serve in a reserve component of the U.S. Armed Forces under Title 10 or Title 32 of the U.S. Code is entitled to an unpaid leave of absence. The employee may choose, but is not required, to use all or some portion of another form of paid leave before they choose to go on leave without pay while on military leave.~~

~~An employee called to state active duty as a member of the state military forces by the governor because of an emergency is entitled to receive emergency leave without loss of military or vacation leave. This leave will be proved without a deduction in salary. This time is not limited and does not count against the 15 days maximum military leave per fiscal year.~~

~~An employee called to federal active duty for the purpose of providing assistance to civil authorities in a declared emergency or for training for that purpose is entitled to receive paid emergency leave for not more than 22 workdays without loss of military leave or vacation leave per calendar year.~~

~~A member of the state military forces who is ordered to active state duty by the governor or by other proper authority under the laws of this state is entitled to the same benefits and protections provided:~~

- ~~▪ To persons performing service in the uniformed services by 38 U.S.C. Sections 4301-4313 and 4316-4319, as that law existed on April 1, 2003; and~~
- ~~▪ To persons in the military service of the United States by 50 App. U.S.C. Sections 501-536, 560, and 580-594, as that law existed on April 1, 2003.~~

~~Employees called to active duty during national emergency to serve on a reserve component of the U.S. Armed Forces under Title 10 or 32 of the U.S. Code are entitled to state service for longevity purposes, vacation leave accruals, and sick leave accruals while on an unpaid leave of absence. This leave will be accrued but not posted until the employee returns to state employment. In addition, the employee retains their leave balances unless the employee chooses to use any accrued vacation leave, compensatory time, or overtime leave to maintain benefits for the employee or the employee's dependents while on military duty. Additionally, the employee may continue to accrue service credit with ERS by receiving at least one hour of state pay during each month of active military service. The employee may use any combination of paid leave to qualify for state pay.~~

~~Differential Pay: The agency shall grant sufficient emergency leave to provide a pay differential if the employee's military gross pay is less than the employee's state gross pay. The combination of gross military pay and emergency leave may not exceed the employee's actual state gross pay. Pay received while assigned to a combat zone, hardship duty pay, and family separation pay is excluded when computing military differential pay. The employee should be notified of the agency's intent to use emergency leave to supplement their military pay to raise it to a rate comparable to the state pay received prior to activation. Only state employees called to active duty in support of a national emergency or Homeland Security mission (under U.S.C. Title 10 or 32) and who's military pay is less than their gross state pay are eligible for differential pay. Service members involved in routine military training or who are attending military schools are not entitled to this differential~~

pay. To determine eligibility, the employee must provide a copy of their Military Leave and Earnings Statement each month that emergency leave is going to be granted to look at the total entitlement of military pay received by the service member. The service member's pay may change during the period of active duty because of a promotion or change in entitlements; any increase in pay may reduce or cease the need for state military differential pay.

Restoration of Employment: To be eligible for restoration of employment at the conclusion of military service the employee must be honorably discharged no later than five years after induction, enlistment, or call to duty and must be physically and mentally qualified to perform the duties of the job. If an employee is unable to perform the duties of the previous job due to a service-related disability, the veteran is entitled to be restored to a position that he or she can perform with similar or the nearest possible seniority, status, and pay. Veterans whose employment has been restored may not be dismissed without cause within a year of their reinstatement.

Certified Red Cross Activities Leave—Employees who are certified disaster service volunteers of the American Red Cross or are in training to become such a volunteer may be granted a paid leave of absence not to exceed 10 days each fiscal year. The employee must have the approval of his or her supervisor and a formal request from the Red Cross. In addition, the approval of the governor's office is required. An employee on such leave will not lose pay, vacation time, sick leave, earned overtime, and/or compensatory time during this leave. The pool of certified disaster volunteers must not exceed 350 participants at any one time.

Volunteer Firefighters/Emergency Medical Services Training Leave—Volunteer firefighters and emergency medical services volunteers will be granted a paid leave of absence not to exceed five working days each fiscal year for attending training schools conducted by state agencies.

Assistance Dog Training—An employee with a disability as defined by Texas Human Resources Code, Section 121.002 shall be granted a paid leave up to 10 working days in a fiscal year for the purpose of attending a training program to acquaint the employee with an assistance dog to be utilized by the employee. This leave is in addition to other leave entitlements.

Organ or Bone Marrow Donors—An employee is entitled to a leave of absence without a deduction in salary for the time necessary to permit the employee to serve as a bone marrow or organ donor. The leave of absence may not exceed five working days in a fiscal year to serve as a bone marrow donor or 30 working days in a fiscal year to serve as an organ donor.

Donation of Blood—An employee shall be allowed sufficient time off, without a deduction in salary or accrued leave, to donate blood. An employee must obtain approval from his/her supervisor prior to taking off. On returning to work, an employee shall provide his/her supervisor with proof that the employee donated blood during the time off. An employee may receive time off not to exceed more than four times in a fiscal year.

All requests for leave without pay must be submitted to Human Resources on the “Leave without Pay” form.

6.

Cross Reference: Family and Medical Leave Act, 5 U.S.C. §§ 6381-6387; Tex. Hum. Res. Code § 121.002; Tex. Gov. Code §§ 431.005, .017, .0825, 613.002-.005, 658.008, 661.903-.9041

Responsible for Implementation: Vice President for Finance and Administration

Contact for Revision: Director of Human Resources

Forms: Bereavement Leave Request form; Administrative Leave Request form; Leave without Pay form

Board Committee Assignment: Academic and Student Affairs

Mobile Device Applications

Original Implementation: ~~April 17, 2012~~ April 14, 2015

Last Revision: None

Overview

Mobile devices are increasingly used to access information and to provide information about Stephen F. Austin State University (SFA). This trend is likely to continue. It is important that established standards and procedures be established for developing mobile device applications (commonly called “apps”) and will be regularly reviewed to ensure consistent, effective, and efficient user experiences.

A working group with representatives from the Web Development Office (WDO), Steen Library, Office of Instructional Technology (OIT), Library, Center for Teaching and Learning (CTL), Information Technology Services (ITS), and the Office of Student Affairs (OSA) is responsible for delivery platform(s) selection, content collection, and technical development.

The WDO maintains oversight and provides documentation that explains guidelines and procedures for developing mobile applications at SFA. These guidelines and procedures will be updated as updated by the working group as necessary and are available on the WDO website (www.sfasu.edu/web-dev/).

Definitions

SFA-related standalone app: a mobile device application that represents SFA or one of its colleges, departments, offices or other units. These applications are subject to guidelines established in the official university Identity Standards Manual.

Procedures

1. The official SFA mobile application (“SFA app”) is the primary mobile application that represents the university. It is designed for use by a wide range of audiences, including prospective students, alumni, and friends of the university. Adding new features to the SFA app is preferred over the creation of new, standalone mobile applications.
 - a. Updates and new features to the SFA app that are proposed by students are coordinated through the Office of Student Affairs with input from the Student Government Association (SGA). Updates and new features to the SFA app that are proposed by SFA faculty and staff members are coordinated through the CTL.

~~Faculty and staff members may propose a new feature by submitting a request through OIT.~~

2. Requests for new apps must be submitted using the Standalone Mobile Application Request form. ~~Requests for SFA-related standalone apps must be approved by the appropriate vice president.~~ The WDO will review the proposal, determine whether a standalone app is appropriate, and contact the requesting unit. *Requests for SFA-related standalone apps must be approved by the appropriate vice president.*
3. To ensure consistency, SFA-related standalone apps must be distributed under SFA's official developer account in the appropriate mobile application delivery platform, e.g., iOS App Store, or Android Market. No other accounts may be created to develop or distribute SFA-related standalone apps.

Cross Reference: None

Responsible for Implementation: *Vice President for University Advancement*

Contact For Revision: Executive Director of Marketing and Public Affairs ~~Communications~~

Forms: Standalone Mobile Application Request

Board Committee Assignment: Academic and Student Affairs

~~Overload Assignments~~ Policy to be deleted

~~Original Implementation:~~ February 27, 1978

~~Last Revision:~~ April 20, 2010

~~Overload teaching assignments may be necessary to meet the university's teaching obligations. An individual who accepts an overload assignment shall fulfill the responsibility beyond the contractual work week.~~

~~Cross Reference:~~ Faculty Handbook; Salary Supplements, Stipends, and Additional Compensation, Policy 12.16; Faculty Workload, Policy 7.13

~~Responsible for Implementation:~~ Provost and Vice President for Academic Affairs

~~Contact for Revision:~~ Provost and Vice President for Academic Affairs

~~Forms:~~ None

Parking and Traffic Regulations

Original Implementation: September 1, 1961

Last Revision: ~~October 21, 2013~~ April 14, 2015

SECTION I: GENERAL PROVISIONS

1. **General:** Pursuant to the authority granted by the Texas Education Code and as approved by the Board of Regents of Stephen F. Austin State University (SFA), these *Parking and Traffic Regulations* are promulgated to regulate and control parking and traffic and the use of parking facilities, to provide for the issuance of parking permits, and to provide for jurisdiction over offenses. These rules and regulations are supplementary to applicable ordinances of the city of Nacogdoches and the statutes of the state of Texas that govern pedestrians and the use of motor vehicles and bicycles.
 - A. The operation of a motor vehicle or bicycle on university property is a **PRIVILEGE** granted by the university and is not an inherent right of any faculty/staff member, student or visitor. All faculty, staff, students and visitors who park on university property must have a university parking permit or park in a short-term paid parking space. A parking permit signifies that an individual has been granted the privilege of parking a vehicle on university property and does not guarantee a parking place on campus.
 - B. The university assumes no liability or responsibility for damage to or theft of any vehicle parked or driven on campus. The university assumes no responsibility or any duty to protect any vehicle or its contents at any time the vehicle is operated or parked on the campus. No bailment is created by granting any parking or operating privileges regarding a vehicle on any property owned, leased or otherwise controlled by the university.
 - C. Each person operating a motor vehicle on university property is responsible for obeying all university parking and traffic regulations as well as all city and state parking and traffic regulations. All vehicles operated on the university property must display a valid parking permit 24 hours a day, 365 days a year.
 - D. These regulations are in effect at all times on university property.
2. **Administration and Enforcement of these Regulations:**
 - A. **Parking and Traffic:** The Parking and Traffic (P&T) division of the SFA Department of Public Safety (DPS) is authorized to enforce these regulations and is responsible for the administrative functions relating to parking permits; establishing procedures and requirements for the issuance of parking permits; the collection of enforcement fees for

parking and traffic violations; establishing requirements for the submission of appeals; the processing of appeals from parking and traffic citations; and for management of parking lots and garages. P&T supervises parking enforcement assistants who issue parking citations and provide other services such as lock-out and jump starts.

- B. The Stephen F. Austin State University Police Department (UPD):** The University Police division of DPS is also authorized to enforce these regulations at any time or under any circumstances deemed necessary. UPD officers may issue university citations or court appearance citations enforceable in justice of the peace or municipal court.

The Board of Regents of Stephen F. Austin State University is authorized to employ campus police personnel. Such officers are commissioned as Texas peace officers and are vested with all powers, privileges and immunities of peace officers in the performance of their duties. As Texas peace officers, Stephen F. Austin State University police officers have county-wide jurisdiction in all counties in which the university owns property.

All persons on university property are required to identify themselves to such officers when requested. Failure to produce identification upon request of an officer may result in arrest and appearance before a magistrate.

The university police shall be vested with the authority to refuse to allow persons having no legitimate business to enter upon any property under the control and jurisdiction of Stephen F. Austin State University and to eject any unauthorized persons from said property upon their refusal to leave peaceably upon request.

The university police are authorized to enforce the Texas Motor Vehicle Code, the Texas Penal Code, and applicable ordinances of the city of Nacogdoches, the parking and traffic regulations of the university, and all other laws.

All accidents, thefts and other offenses that occur on university property or anywhere within the campus area should be reported to the university police immediately. Accident reports should be made prior to moving vehicles. One-vehicle accidents should also be reported. Vehicles should always remain locked.

- C. Appeals:** Any person receiving a citation may appeal. Appeals must be submitted in writing and must be received within ten (10) days of the date the citation was issued. Appeal forms are available at the Parking & Traffic office during regular business hours and on-line at <http://www.sfasu.edu/parking>. Boots and impoundments may be appealed in this same manner.

The director of Parking & Traffic, or designee, serves as the appeal officer and will review the appeal and any information/evidence relative to its application. The appeal officer will render one of the following decisions:

Warning means the appeal was granted and the fine was waived.

Voided means the ticket issued was not valid.

Denied means that the ticket has been upheld and the fine must be paid.

The appellant will be notified of the decision via their SFA email account. Should the appellant disagree with the decision of the appeal officer, they may make a final appeal to the appropriate hearing board.

Appeal Board Hearing:

To appeal to a hearing board, the appellant must submit their appeal in writing to the Parking & Traffic office within ten (10) days of the appeal officer's decision. P&T will notify the appellant of the date and time of their hearing via email to the appellant's SFA email address.

Student citation appeals are considered by the Student Government Association Supreme Court, which will for the purposes of this policy be referred to as the Student Appeals Board. Faculty/Staff citation appeals are considered by the Faculty/Staff Appeals Board.

While an appeal must be submitted in writing, an appellant may choose to present their appeal to the Board in person as well. It is the responsibility of the appellant wishing to appear in person to obtain the date and time of the appropriate Appeal Board meeting. The meeting dates for both of these boards are posted in the P&T office.

The board will review the appeal and render one of the following decisions:

Excused means the ticket and its resulting fine are excused.

Upheld means that the decision of the appeals officer was upheld and any resulting fine must be paid.

All decisions of these boards are final.

Appellant's Rights

Appellants shall have the right:

1. to be present at the hearing

2. to be accompanied by an advisor of the appellant's choice and to consult with such advisor during the hearing (the advisor may only advise the appellant and may not actively participate in the hearing);
3. to know the identity of the traffic officer or police officer who issued the citation;
4. to hear or examine evidence presented;
5. to make any statement of mitigation or explanation;
6. to have and cross-examine witnesses;
7. to be informed of the disposition of the appeal
8. to inspect and copy the record of the hearing at his/her cost.

Rules of Procedure

1. The board may hear appeals for citations for which an application to appeal has been filed in accordance with these rules.
2. Each citation shall be appealed separately; except in the instance of consecutive citations for the same violation.
3. Each appeal shall be heard and decided on its own merit.
4. The board may examine, cross-examine, call, recall, and dismiss any witness.
5. The board may limit the number of witnesses whose testimony will be repetitious and establish time limits for testimony so long as all viewpoints are given a reasonable opportunity to be expressed.
6. The board shall maintain an adequate record of each hearing. Summary notes shall be deemed an adequate record for this purpose.
7. The executive director of public safety, or designee, may represent the university in any hearing.
8. The board may enter into closed session for deliberation at the conclusion of the presentation of evidence.
9. The board's judgment must be rendered at the conclusion of deliberation.
10. A board member must excuse himself/herself from any appeal in which he/she is involved, or in which a member of his/her family is involved.

Findings and Sanctions

The board shall decide only whether or not the defendant is guilty/responsible of the offense as charged in the citation.

The citation charges for each offense are established by the Board of Regents and may not be reduced or eliminated by the Appeals Board if the individual is found guilty/responsible of the parking offense.

Failure to appear at a hearing as requested by appellant shall result in a forfeiture of the personal appearance and the board's decision will be based on the written

appeal.

3. **Authority:** P&T and UPD are authorized to enforce these regulations:
 - A. Through the issuance of university citations and collection of enforcement fees, including the periodic billing of unpaid citations and the referral of individual cases pertaining to unpaid campus citations to a collection agency;
 - B. Through the impoundment of vehicles interfering with the movement of vehicular, bicycle, or pedestrian traffic, blocking a sidewalk or space for those with disabilities, loading dock, ramp, cross-walk, entrance, exit, fire lane, or aisle;
 - C. Through the impoundment or immobilization of vehicles for unpaid enforcement fees or display of a lost, altered, stolen or unauthorized parking permit;
 - D. By the suspension, revocation or denial of campus parking and driving privileges, parking permit and garage access privileges to those who have flagrantly violated these regulations;
 - E. By requiring either the vehicle owner or operator or the person who purchased the permit to appear in court for certain moving violations or at a university hearing for non-payment of outstanding charges or other violations of these regulations;
 - F. By barring re-admission and by withholding grades, degree, refunds and official transcript of any student for non-payment of outstanding charges in accordance with university standards;
 - G. By disciplinary action against employees or students who fail to abide by these regulations;
 - H. By such other methods as are commonly employed by city governments or state agencies in control of traffic regulation enforcement.
 - I. Violation of the university parking & traffic regulation is a misdemeanor punishable by a fine of up to \$200.
4. **Proof:** The issuance of a citation reflecting the existence of any parking or traffic control device, sign, short-term spaces, signal or marking at any location on university property shall constitute prima facie evidence that the same was in existence and was official and installed under the authority of applicable law and these regulations. When any person is charged with having stopped, parked and left standing a motor vehicle on the campus, in violation of any provision of these *Parking and Traffic Regulations*, proof that said vehicle was, at the date of the offense, bearing a valid university parking permit shall constitute prima facie evidence that said vehicle was then and there stopped, parked, and left standing by the holder of the parking

permit. If the vehicle does not bear a valid university parking permit, proof that the vehicle at the date of the offense alleged was owned by an individual is prima facie proof that said vehicle was then and there stopped, parked and left standing by the individual.

5. Responsibility:

- A. The person to whom a university parking permit is issued is responsible for any citation issued with respect to a car displaying that permit or a vehicle registered through P&T by that person.
- B. If the vehicle does not display a valid university parking permit and is not registered through P&T to any university permit holder, then the person to whom the vehicle is registered through the Texas Department of Transportation or other state agencies at the time of issuance of the citation and that individual's university affiliate (faculty, staff or student) are responsible for the citation.

6. Collection Methods: The university may arrange for collection of debts due to the university pursuant to these regulations in the following manner and as specified elsewhere in these regulations:

- A. Permit payments may be deducted from employee payroll checks with the employee's permission. Deductions for all permit purchases will continue until the full price of the permit is paid or until the permit is returned. Employees are responsible for monitoring their paychecks to ensure that proper deductions are being made for their SFA parking permit.
- B. A financial hold may be placed against students for past due debts.
- C. Any charge not paid when due may be forwarded to a collection agency or an attorney for collection. The offender will be responsible for paying all costs of collection, including any agency fees and/or reasonable attorney's fees, which will be added to the total amount due.

SECTION II: DEFINITIONS

COMMUTER: SFA students without a SFA housing assignment.

Compact Car: Any vehicle that is less than 181 inches long (15 feet), and less than 60 inches (5 feet) tall.

Central Campus: Central Campus is an area between the following border streets: northern border: East College; southern border: East Starr; western border: North Street (Business 59); eastern border: Wilson Drive

DISABLED VEHICLE: Any vehicle that has mechanical failure that prevents it from being operated at all or impedes the vehicle's operation for a period of more than three (3) weeks.

DISABLED VETERAN: Any veteran that possesses or qualifies for disabled veteran license plates, or has a disabled placard issued by the Texas Department of Motor Vehicles and provides proof of service through Department of Defense or Department of Veterans Affairs paperwork.

EXTRAORDINARY SERVICE VETERAN: Any veteran that qualifies for or possesses specialty license plates issued by the Texas Department of Motor Vehicles indicating receipt of a Purple Heart, Congressional Medal of Honor, Distinguished Service Medal, Bronze Star Medal, Army Distinguished Service Cross, Air Force Cross, Distinguished Service Cross, Navy Cross, or indicating service as a Prisoner of War or Survivor of Pearl Harbor.

DPS: Stephen F. Austin State University Department of Public Safety, which includes the University Police Department, Office of Parking and Traffic; Public Safety Technology Department, and Emergency Management.

FACULTY/STAFF: Any person employed by the university, regardless of whether the person is employed with or without salary, including casual employees.

FLAGRANT VIOLATIONS: A clear and obvious violation of these rules and regulations, including but not limited to possession of a lost, stolen or altered permit; possession of a permit by someone other than the original purchaser; receipt of 10 or more citations within one academic year; or any violations that substantially impact the daily operations of the university or the health and safety of others.

IMMOBILIZATION: Impoundment of a vehicle in place until certain conditions are met for its release.

IMPOUND: securely hold a vehicle until certain conditions are met for its release.

MOTORCYCLE/MOPED/MOTOR SCOOTERS: A self-propelled device with at least two wheels in contact with the ground during operation; a braking system capable of stopping the device under typical operating conditions; a gas or electric motor; and a deck designed to allow a person to stand or sit while operating the device.

OFFICIAL UNIVERSITY HOLIDAY: Those days when the university is officially closed for business.

P&T: Stephen F. Austin State University Office of Parking & Traffic.

PARKING ENFORCEMENT ASSISTANT: Employee of P&T who controls the parking of

motor vehicles; issues parking citations in parking lots, garages and along streets at SFA; provides guidance and directions to visitors; assists with special-event parking; provides special services such as escort, vehicle unlocks and jump starts; and immobilizes vehicles in accordance with these regulations.

PARKING PERMIT: Permit issued by P&T that authorizes parking on university property.

PARKING SPACE: An area designated for vehicle parking by pavement or curb markings or signs. Any area not so marked is not a valid parking space.

PERMIT REQUIREMENTS: a permit is required at all times on campus, *with the exception of university sponsored or hosted events and/or activities coordinated through Parking and Traffic and official university holidays.* ~~with the exception of semester intersessions and official university holidays.~~

PRIVATE CONTRACTOR: Any person employed by a business, but not affiliated with SFA as faculty, staff or student, which has contracted to operate a business or service function of the university.

RESIDENT: SFA students who have a current SFA on-campus housing assignment.

SEMESTER INTERSESSION: the period between the day following published last day of SFA finals of one semester and the beginning of the next semester (first day of class) and SFA spring break.

SFA: Stephen F. Austin State University

SHORT TERM PARKING SPACE: Any parking space for which the payment of an hourly rate is required.

STUDENT: Any person who is or has been within the last six months registered and enrolled at the university (including but not limited to online students, special students, part-time students, auditing individuals, teaching assistant students, graders and research assistants).

UNAUTHORIZED PARKING PERMIT: Use of a permit for which the individual is no longer eligible or use of a permit that was purchased/issued to another individual.

UNIVERSITY: Stephen F. Austin State University

UNIVERSITY PROPERTY: includes all properties under the control and jurisdiction of the Board of Regents of Stephen F. Austin State University.

UPD: Stephen F. Austin State University Police Department

VEHICLE: Includes, but is not limited to, automobiles, buses, trucks, trailers, motorcycles, motor scooters, motorbikes, mopeds, bicycles, golf carts, club cars and tractors.

VENDOR: An individual or company not affiliated with the university that provides goods or services to the university.

VISITOR: Any person who is not a faculty, staff or student member or official visitor of the university or otherwise eligible for an SFA parking permit.

SECTION III: TRAFFIC REGULATIONS

1. **Compliance:** Every vehicle operator shall comply with these regulations, state law and all traffic control devices at all times, unless otherwise specifically directed by P&T or UPD. State and local laws pertaining to operation of motor vehicles, bicycles and pedestrians on public streets apply on the campus and streets owned and operated by the university.

Vehicles are prohibited at all times from parking in reserved spaces without a proper permit, no-parking zones, tow-away zones, fire lanes, crosswalks, loading zones or service driveways, on lawns, curbs or sidewalks, barricaded areas or in any manner which obstructs the flow of vehicular or pedestrian traffic.

2. **Special Instructions:** No person shall fail to comply with any instruction related to traffic or parking given by a university police officer or director of P&T or a P&T parking enforcement assistant.
3. **Temporary Restrictions:** The director of P&T or *executive director of public safety*/chief of police~~UPD~~ or their designee is authorized to temporarily implement restrictions that govern parking and traffic relating to construction, emergency situations or special events on campus, and by agreement with the city of Nacogdoches, on public streets. Notice of such restrictions may be given by the posting of temporary signs or barriers or in any other area deemed appropriate.
4. **Speed Limits:** 20 mph on campus roads, 10 mph in parking lots and service drives and 5 mph in parking garages is the maximum speed limit, at all times, unless otherwise posted.
5. **Traffic Obstruction:** No person shall park or bring to a halt on the campus any vehicle in such a manner as to interfere with normal vehicular or pedestrian traffic or jeopardize safety or university property.
6. **Vehicles in Buildings:** With the exception of wheelchairs, ADA scooters or other devices

specifically authorized by the director of P&T or *executive director of public safety*/chief of ~~police~~^{UPD} or their designee, no person shall place, use, park or otherwise leave a vehicle within any university building other than a parking garage at any time.

7. **Sidewalks, Grass or Shrubbery:** No person shall drive a vehicle on a sidewalk, walkway, patio, plaza, grass, shrubbery or any unmarked or unimproved ground area unless such areas are signed and marked for driving, except as specifically authorized by P&T or ~~DPS~~^{UPD}.
8. **Passenger Pick-Up and Drop-Off:** No person shall stop a vehicle on any street, alley or driveway on the campus for the purpose of picking up or dropping off a pedestrian without first drawing up to the right-hand curb.
9. **Pedestrians:** Pedestrians have the right-of-way at marked crosswalks, in intersections and on sidewalks extending across a service drive, building entrance or driveway. Pedestrians crossing a street at any point other than within a marked crosswalk or within an unmarked crosswalk at an intersection shall yield the right-of-way to all vehicles on the street. No pedestrian shall stand on the traveled portion of any street, alley or driveway in such a manner as to obstruct or prevent the free flow of traffic.
10. **Reserved Spaces:** Several parking spaces, regardless of the area in which they are located, are reserved 24 hours a day, seven (7) days a week for service vehicles, residence hall directors, ~~handicapped~~ ADA, or as loading zones. This also includes *spaces marked for* ~~UPD~~^{DPS} business, *compact cars only*, police vehicles only, *expectant mothers* and visitors.

Parking areas are generally reserved for the type of permit holder indicated by signs from 6 a.m. to 4 p.m., Monday through Friday, except as otherwise indicated. Parking lots 8W (north of McKibben Education Building), 15 (HPE Complex) and 55 (Social Work Building) are reserved Monday through Friday until 8 p.m.

- A. A portion of Lot 47 (Commuter Lot), as identified by metal signs, is reserved for band practice on Monday, Tuesday, Wednesday and Thursday beginning at 3:30 p.m. Vehicles will be towed or relocated, at owner's expense, from this area during this designated time.
- B. Some lots may be reserved for tailgating events before, during and after each home football game. These reserved areas will be identified by signage placed out the day before the game designating the time the area must be clear of vehicles. Vehicles inside this area after the specified time may be towed at the owner's expense.
- C. Pecan Park (Lot 54): A portion of the spaces facing the pavilion are reserved for non- SFA park patrons ONLY.

- 10.11. **Motorcycle Spaces:** Parking spaces have been designated for motorcycles by curb markings. Spaces so marked are for two-wheeled motor vehicles only. Motorcycles may not

park in no-parking zones, fire lanes, reserved spaces or any other space.

- | 44.12. **Head-In Parking:** All vehicles, except motorcycles, must park head-in and within a defined space in lots and streets having angled or head-in parking.
- | 42.13. **Parking Designations:** Parking areas are designated by signs and/or color coding on a map obtained online at the P&T website at <http://www.sfasu.edu/parking/>. These signs and maps indicate the type of permit holder for which the area is reserved. Parking along Aikman Drive is reserved for All Area permit holders assigned to that lot.

Certain parking spaces have been designated as 20-minute parking spaces. These spaces are so designated to provide short-term parking for business access to the Stephen F. Austin State University Post Office, student center offices and other designated areas.

Parking more than 20 minutes is prohibited. Citations may be issued for each 21-minute segment of parking overtime. Parking in the 20-minute spaces does not require an SFA parking permit.

SECTION IV: PARKING REGULATIONS

1. **General:** A vehicle operator shall park only in a parking space as authorized by the parking permit displayed or as otherwise specifically authorized by P&T or UPD. Each parking lot or garage shall be defined by appropriate signs and/or painted lines (when the parking area is paved). All spaces are designated, but not every space has a sign. It is the responsibility of the permit holder to park in the authorized area. Most lots are authorized for multiple types of permits. The various classes of parking permits and their eligibility requirements, privileges, and limitations are described in detail in this regulation. Parking in a garage requires either the appropriate SFA permit, or in the case of the Student Center Garage, payment by the hour.
 - A. A permit must be obtained for each academic year or portion thereof. Permits for the current academic year may be obtained at any time during the academic year. Persons may complete an online permit application for the next academic year beginning April 1 and the permits will be mailed to the address provided by applicant on the first business day in August.
 - B. A permit must be displayed on the vehicle no later than the first business day that the vehicle is brought on campus.
 - C. Only the permit for the current academic year should be displayed.
 - D. Vehicles owned by students cannot normally be registered in the name of a faculty or staff

member, unless approved by the *executive director of public safety*/chief of police or the director of P&T or their designee.

- E. Anyone whose SFA status changes must update their permit to reflect that change no later than the first university business day after the change takes place. If the permit number of a returned permit is legible, then the replacement permit will be issued for \$15. Otherwise, the regular fee will be charged.
 - F. A vehicle should not be sold with the parking permit still displayed.
 - G. Damaged parking permits should be replaced immediately through the Parking & Traffic office.
2. **Use of Parking Permits:** no person shall lend, sell or otherwise allow another person to use their permit, except as specifically authorized by these regulations. Misuse of a permit may result in confiscation of the permit without refund and a restriction on issuing permits for at least one year. Persons found displaying said permit in violation of this section will be subject to the appropriate fine, booting, and/or towing of their vehicle(s).
 3. **Permit Requirements:** a permit is required at all times on campus, except if parked in the Student Center Garage or the short-term paid spaces in Lot 21 *or as otherwise specified in this policy.* ~~or during intersessions when parking without a permit is authorized in commuter and resident spaces only.~~ Vehicles are eligible to park only as authorized by the class of permit issued. (Section V.2, Permits, “Classes of Permits and Eligibility,” sets forth the classes of permits and eligibility requirements).

All faculty, staff, students (full or part-time) or employees of private contractors or other government agencies assigned to Stephen F. Austin State University, who operate a vehicle on university property, regularly or occasionally, are required to obtain a parking permit.

4. **Manner of Parking:** No person shall:
 - A. Park without a current parking permit or payment of the designated short-term parking, except as specifically authorized by the director of P&T or the *executive director of public safety/chief of police*~~chief of UPD~~ or their designee.
 - B. Park a vehicle such that it occupies portions of more than one parking space.
 - C. Park a vehicle with the left wheels to the curb unless parked on a one-way street.
 - D. Double park a vehicle.
 - E. Park a vehicle in a manner that obstructs “disabled” parking spaces, walkways, driveways,

ramps, loading docks, or marked crosswalks.

- F. Park any vehicle on a sidewalk, walkway, patio, plaza, grass, shrubbery or any unmarked or unimproved ground area.
 - G. Park a vehicle or permit a vehicle to stand in or block access to any area designated as a fire lane or 15 feet in either direction of a fire hydrant. Fire lanes are designated by posted signs and/or yellow or red painted curbs. Any emergency authorization for use of fire lanes must be obtained through ~~DPS~~^{UPD}.
 - H. Park a vehicle in a no parking zone
 - I. Park a vehicle in an area designated as a bus stop.
 - J. Park in a space with a barricade or remove a barricade, except as specifically authorized by P&T or ~~DPS~~^{UPD}.
 - K. Park a trailer, recreational vehicle or mobile home on university property unless specifically coordinated and approved by P&T.
 - L. Park or store a bicycle except at designated bicycle parking areas.
5. **Loading Zones:** Loading zones/docks are intended for the delivery of bulky items that cannot be carried long distances. The operator of a vehicle making deliveries must be actively loading or unloading the vehicle with the flashers engaged, and may not be parked in the loading zone for longer than 15 minutes. When loading/unloading is completed, the vehicle must be relocated to the assigned lot. If the loading/unloading activity will take longer than 15 minutes contact P&T for assistance.
6. **~~Disabled~~ ADA Parking:** No person shall park a vehicle in an ~~"disabled"~~ ADA space without a university permit and appropriate state disabled placard or license plate. ~~Disabled~~ ADA parking is provided in all parking lots on campus. These spaces are reserved 24 hours a day, seven (7) days a week for the holders of state ~~handicapped~~ ADA parking placards or license plates. A current SFA permit is also required. Only the person to whom the ~~disabled~~ ADA plate or placard is issued may use the permit for such parking.
- A. ~~Handicapped~~ ADA permits and temporary handicapped permits are issued by the county tax assessor-collector of any Texas county.
 - B. Only vehicles displaying an ~~handicapped~~ ADA permit or temporary handicapped permit or license plate may park in "Reserved for Handicapped" parking spaces or any other area designed for disabled persons such as an access ramp or curb cut. These vehicles must also display a valid Stephen F. Austin State University parking permit. The person for whom the ~~handicapped~~ ADA permit has been issued must be with the vehicle at the time it is

parked.

- C. A vehicle displaying a valid SFA parking permit and a valid ~~handicapped~~ ADA permit or license plate may park in any non-reserved parking space on campus *or on Aikman Drive in Lot 7*. Reserved parking spaces are reserved 24 hours a day/ seven (7) days a week for service vehicles, residence hall directors, visitors, and loading zones.
- D. Faculty/staff members who have a valid ~~handicap~~ ADA placard or license plate issued by the state of Texas may purchase a commuter permit in lieu of a faculty/staff permit.

7. ***Expectant Mother, Temporarily Sick or Injured Permit:*** A temporary permit *or expectant mother permit may be obtained by a person who holds a current parking permit allowing them to park in specifically designated areas;; areas designated will be based upon resources available and needs of the applicant.;*

A. ***Temporarily Sick or Injured Permit:*** Valid for up to one week allows parking in designated lots and must display dashboard permit. Application for this permit must be accompanied by a doctor's statement. This permit may only be issued one time ~~per~~ semester. Those needing more than one week of time should obtain a state issued temporary ADA placard. Information is available at the parking and traffic website.

B. ***Expectant Mother Permit:*** Valid during the third trimester or when designated as high risk circumstances, this permit allows parking in spaces specifically designated by Parking and Traffic. Application for this permit must be accompanied by a doctor's statement indicating the need for closer parking and/or in the third trimester of pregnancy.

~~valid for up to one week, may be obtained by a person who is temporarily disabled, due to illness or injury, to park in areas other than the area designated on his/her regular valid permit. An application for this permit must be accompanied by a doctor's statement. Parking assignments will be made in keeping with available resources. Those requiring disabled parking in excess of one week must obtain a state temporary disabled placard by completing the form linked on the P&T website at www.sfasu.edu/parking.~~

7.8. **Visitor Parking:** Official visitors, not otherwise eligible for a university parking permit, may be offered ~~no cost~~ visitor permits, not to exceed three days without the specific permission of the director of P&T. Visitor parking is set aside for special interest areas of the university. These spaces may not be utilized by university personnel, students or employees of private contractors assigned to Stephen F. Austin State University. These spaces are reserved for bona fide visitors to the university. Visitors should obtain a visitor parking permit from Parking & Traffic office or the Information Booth on Vista Drive. Visitors are required to show a valid driver's license to obtain a visitor permit.

8.9. **Emergency Vehicle Parking:** Emergency vehicles are exempt from the provisions of these regulations when being operated in response to an emergency situation.

9.10. Abandoned Vehicles: The university may deem a vehicle parked on university property for more than 48 hours without a valid permit to be abandoned and may remove such vehicle as provided in Ch. 683 of the Texas Transportation Code.

10.11. Disabled Vehicles: If a vehicle becomes temporarily disabled and cannot be parked in its assigned area, it must immediately be reported to the *Department of Public Safety*~~University Police Department~~. The fact that the vehicle is temporarily disabled will be recorded, and an officer will either render assistance or authorize temporary parking. Temporary parking will only be authorized for 24 hours or less. If parking for a longer period is necessary, authorization must be renewed at 24-hour intervals and such authorization shall not exceed three (3) days. Temporary parking will not be authorized in areas that are not parking spaces (tow-away or no-parking zones, etc.) or in disabled parking. A permit may not be purchased for display on a disabled vehicle. For these purposes, a disabled vehicle is a vehicle that has been disabled for more than three weeks.

11.12. Short-term Pay Parking (Student Center Parking Garage and designated spaces in Lot 21): Short-term pay parking is available in these locations for parking without a permit and paying the hourly rate.

12.13. Student Center Parking Garage Fees: The use of the Student Center Parking Garage is deemed Pay-Per-Use 24 hours a day, 7 days a week. Persons parking in the Student Center Parking Garage must enter the garage by pulling a ticket or use a garage permit. The forms of payment accepted by the equipment will be posted at the entrances to the garage. Permit and hourly rates may be found on the Parking Fees Table located in Appendix A.

13.14. Special Events: Any university department hosting an event on campus may request event parking. Some of the available resources include:

1. **Student Center Parking Garage:** The individual department is responsible for notifying P&T within 48 hours of the event with the number of permits/passes needed for the event. See university policy, Building Security/Special Events (F-5.) Passes for the Student Center Parking Garage will not be issued without a minimum of 48-hour notice. This is to allow for the parking arrangements to be made to accommodate the visitors to campus. The fee for a department to utilize the parking garage for an event is \$8 per day for up to 9 passes, \$6 per day if 10 or more are purchased or \$3 per day if 30 or more are purchased. The amount will be charged to the requesting department via Inter-Departmental Transfers (IDTs).
2. **Lot 21:** Pay station pin codes are available to SFA departments for special event parking for \$5 each for up to eight (8) hours of parking. Pin codes for Lot 21 will not be issued without a minimum of 48-hour notice. This is to allow for the parking arrangements to be

made to accommodate the visitors to campus. The amount will be charged to the requesting department via Inter-Departmental Transfers (IDTs).

15. *Camps: Camps hosted on university property are required to purchase parking through the coordinator of university reservations and conferences. These passes will be provided, based upon minimizing impact upon normal university operations, for a specific lot and can be commuter, resident, or faculty/staff spaces at a cost of \$3 per day. Permits must be ordered with a minimum of 48-hour notice.*

SECTION V: PARKING PERMITS

1. **Issuance of Permits:** The director of P&T may issue a parking permit to any *person or company desiring to park on university property, upon* payment of the appropriate fee. The director of P&T shall allocate permits, at the director's discretion, among the faculty, staff, students and visitors of the university in a manner intended to serve the needs of the university.

A parking permit will be issued upon application and payment of the parking permit fee to P&T. All outstanding citations or parking fees must be paid before a permit may be issued. An individual may only use one parking permit at any time. A hangtag parking permit is transferable to any passenger vehicle being operated by or for the transportation of the permit holder. Ownership of all permits remains with the university and is not transferable.

The director of P&T may issue special permits for events to the host department. Parking areas are subject to closure by the director of P&T for special events, construction or other special circumstances. The director of P&T may establish fees for special circumstance parking, including event parking.

Bicycles: The university does not require the registration of bicycles; however, owners are encouraged to have bicycles marked for identification purposes at ~~DPSUPD~~. Information is located on the ~~DPSUPD~~ section of the website at <http://www.sfasu.edu/dps>. ~~DPSUPD~~ will record bicycle serial number and description and make available an engraving tool to mark bicycles for identification. There is no charge for this service.

- A. Every person operating a bicycle on university property must give the right- of-way to pedestrians at all times, keep to the right of the roadway and obey all traffic signals.
- B. Bicycles may not be parked on sidewalks or in university buildings at any time. Bicycles are to be parked in bicycle racks. Bicycles may not be left on porches or walkways and may not be chained to trees, light poles, shrubs, art objects, handrails or stairways.
- C. Bicycles parked in violation may be impounded and removed by the University Police

Department and a \$25 fee charged for release.

2. **Classes of Permits and Eligibility:**

A. **Faculty/Staff:**

Class "AA"

Eligibility: SFA faculty and staff as designated by the president and vice presidents

Price: Refer to Appendix A for rates

Where: valid in any space on university property, except disabled spaces (unless a state disabled placard or license plate is displayed), or reserved spaces (service truck, hall director, visitor, etc.).

Class "F"

Eligibility: SFA faculty and staff, un-affiliated ARAMARK and Barnes & Noble employees

Price: Refer to Appendix A for rates

Where: valid in the faculty/staff lots except Aikman Drive, which requires an AA permit, disabled spaces (unless a state disabled placard or license plate is displayed), resident spaces or reserved spaces (service truck, hall director, visitor, etc.).

Class "PG" – Student Center Garage Permits Eligibility: SFA faculty and staff

Price: Refer to Appendix A for rates

Where: valid for parking in the Student Center Parking Garage or in any Commuter space.

Class "M"

Eligibility: SFA faculty and staff Price: Refer to Appendix A for rates

Where: valid in any area designated for motorcycle parking.

Class "B" – Faculty/Staff Class "B" Daily Surface Permit

Eligibility: SFA faculty and staff, SFA ~~d~~Departments via IDT, contractors and vendors

Price: Refer to Appendix A for rates (minimum purchase of 5 permits) Where: valid in the faculty/staff lots except Aikman Drive, which requires an AA permit, disabled spaces (unless a state disabled placard or license plate is displayed), resident spaces or reserved spaces (service truck, hall director, visitor, etc.). These permits may not be issued to SFA students.

B. **Student**

Class "PG" – Student Center Garage Permits Eligibility: SFA students

Price: Refer to Appendix A for rates

Where: valid for parking in the Student Center Parking Garage or any Commuter space.

Class “C” - Commuter Student Surface Permit Eligibility: SFA students not living in university housing

-Price: Refer to Appendix A for rates

Where: valid for parking in any Commuter space.

Class “H” - Resident Student Permit

Eligibility: SFA students with a current SFA housing assignment

Price: Refer to Appendix A for rates

Where: valid for parking in the Resident or Commuter spaces except levels 1 and 2 of the Wilson Garage.

Class “M”

Eligibility: SFA Students

Price: Refer to Appendix A for rates

Where: valid in any area designated for motorcycle parking.

Class “S” - Commuter Student Daily Surface Permit Eligibility: SFA students without an SFA housing assignment

Price: Refer to Appendix A for rates (minimum purchase of five permits) Where: valid for parking in any Commuter space

Class “K” - Resident Housing Student Daily Surface Permit Eligibility: SFA students with an SFA housing assignment

Price: Refer to Appendix A for rates (minimum purchase of five permits) Where: valid for parking in Resident or Commuter spaces on campus except levels 1 and 2 of the Wilson Garage.

C. Other

Class “W” – ~~Fitness Permit~~ *Activities Permit*

Eligibility: *Any person not eligible for any other permit but utilizing campus resources or property. Those who are family members of faculty, staff or students are eligible, provided the family member that is affiliated with the university has purchased a valid parking permit. Student Recreation Center members not otherwise eligible for an SFA permit.*

~~Those who are the spouse of a faculty or staff member are eligible, provided the member's SFA-affiliated spouse has purchased a valid parking permit.~~

Price: Refer to Appendix A for rates

Where: valid for parking in Commuter spaces and Lot 14, Lot 53, or any space outside the central campus area.

Class “CV” – Contractor/Vendor Parking Permit Eligibility: Any non-affiliated vendor, salesperson, technical representative, other service personnel (such as copier repairers) or contractor. Students, faculty and staff are not eligible for vendor/service permits.

Price: Refer to Appendix A for rates

Where: valid for parking in Faculty/Staff spaces when conducting university business, except along Aikman Drive.

Class “RF” – Retired Faculty/Staff Parking Permit

Eligibility: Any SFA retiree who does not receive compensation for employment from SFA

Price: No charge

Where: valid for parking in Faculty/Staff spaces, except Aikman Drive.

Class “DV” – Qualifying Veterans Permit

Eligibility: Any person that meets or exceeds the requirements of the Texas Department of Motor Vehicles necessary to qualify for specialty license plates defined as Extraordinary Service Veterans or Disabled Veterans by the State of Texas Transportation Code. The qualifying veteran is eligible for one permit restricted for use of the veteran.

Price: No charge

Where: Valid for parking in any space the person would otherwise qualify for this permit only. This permit exempts fees only.

Graduate Assistant Upgrade:

Eligibility: SFA graduate assistants, approved by the dean of each college, not to exceed 30 per college, per semester.

Price: \$10 per semester

Where: upgraded parking to Faculty/Staff spaces in assigned lots

Dual Credit Student Upgrade: Eligibility: Dual credit high school students Price: \$5 per semester

Where: upgraded parking to Faculty/Staff spaces in assigned lots.

- D. **Display of Permits:** Permits shall be displayed on the vehicle according to the instructions furnished on the permit. Each academic year a permit holder who fails to display their permit will be allowed three warnings for parking in an authorized area without displaying the permit.
- E. **Surrender or Removal of Permits:** Termination of relationship with SFA: A permit holder shall return their permit to SFA when the permit holder’s relationship with the university terminates. Permits not returned to SFA remain active, and the permit holder is responsible for the permit fee.

Permit holders are required to remove and surrender their permit:

- i. In the case of a decal permit when there is a change in ownership of the vehicle
- ii. When a replacement permit has been issued
- iii. Upon revocation of the permit

- F. **Expiration of Permits:** Permits expire on the date listed on the face of the permit.
- G. **Payment of Permit Fees:** When an application is made for a permit, the fee charged will be for the entire permit period or for the entire unexpired portion of the permit period. See **Appendix A: Parking Fees Table** for specific permit fees.
- H. **Lost/Stolen Permits:** A permit holder shall immediately report to P&T any lost/stolen permit and complete the associated report. Lost/stolen permits may be replaced for a fee (see **Appendix A: Parking Fees Table**). Any permit recovered after such a report has been filed must be returned to P&T immediately. Use of a permit that has been reported as lost/stolen is subject to fines and penalties as described in these regulations.
- I. **Permit Refunds:** A permit is non-refundable, unless returned within 10 days of the date of sale and is not transferable from the person to whom it is issued to another individual. Resale of parking permits is prohibited and will be considered a false or fictitious permit.
- J. **Permit Misuse:** Misuse of any permit may result in confiscation of the permit, and no permit may be issued to that individual for at least one year thereafter. P&T is authorized to suspend campus parking and driving privileges on university property for any person whose vehicle is cited for displaying a lost, stolen or altered permit, or any SFA parking permit not issued in accordance with these regulations. Students will be referred to the Office of Student Rights and Responsibilities, and faculty/staff will have the matter forwarded to the appropriate dean, director or department head for disciplinary action. Violators who are found in possession of a lost, stolen or altered permit may also be required to pay the annual cost of the permit type they fraudulently used.

SECTION VI: SPECIAL SERVICES

1. **Escort Services:** The ~~University Police Department~~*Department of Public Safety* and Office of Parking & Traffic offer escort service upon request between dusk and dawn to individuals requiring transportation to and from residence halls, academic buildings and/or vehicles. To receive an escort, either request in person at the ~~University Police Department~~*Department of Public Safety* or by telephone at 936-468-2608. The ~~University Police Department~~*Department of Public Safety* also provides escort 24 hours a day to local hospitals for emergencies when immediate medical care is not needed. Ambulance service may be requested for medical transport if the responding officer deems necessary. The expense for ambulance transfer is the responsibility of the person using the service. For further information on the escort service, call the ~~Department of Public Safety~~*University Police Department* at 936-468-2608.
2. **Jump Starts and Vehicle Unlocks:** Services such as battery jump starts and vehicle unlocks

are offered by the ~~University Police Department~~ *Department of Public Safety* as time permits. The ~~University Police Department~~ *Department of Public Safety* does not change flats, push cars or perform other automotive service.

3. **Special Events:** P&T employees will assist SFA event sponsors with convenient and effective access while limiting the impact the event traffic will have on campus parking. P&T offers services such as barricading spaces, placement and removal of cones, golf cart service, etc. Event parking management will be guided by:
 - Available parking spaces
 - Expected attendance
 - Costs that may be incurred by department sponsoring event
 - Expected/potential impact on regular users of the area
 - Logistical ability of P&T to manage event
 - Whether or not the event is university or non-university sponsored

SECTION VII: ENFORCEMENT

1. **Parking and Traffic Citations:**

- A. **Issuance:** Any person violating these regulations may receive a citation.
- B. **P&T Authority:** University parking enforcement assistants are authorized to write university parking citations.
- C. **UPD Authority:** UPD officers are authorized to issue university citations and court appearance citations for violation of these regulations. It is the general policy of the university to issue court appearance citations only for moving violations and for any violation when the individual's driving or parking privileges have been suspended, although UPD may issue a court appearance for any appropriate violation. All vehicles driven on Stephen F. Austin State University property are subject to all university traffic regulations, state of Texas motor vehicle codes and city of Nacogdoches motor vehicle laws. Moving violations may be issued on a city of Nacogdoches traffic citation or filed in the office of the appropriate justice of the peace or with the city of Nacogdoches Municipal Court.
- D. **Fees for parking violations** may be paid in person at the university business office between 8 a.m. and 4:30 p.m. Monday through Friday, *online through an eBill*, or mailed to:

Stephen F. Austin State University
c/o Business Office
P.O. Box 13053, SFA Station
Nacogdoches, TX 75962-3053

2. **Failure to Discharge Court Appearance Citations:** Failure to discharge a court appearance citation may result in the issuance of an arrest warrant.
3. **University Citations:** University citations are issued for offenses listed in Section VIII: Driving and Parking Offenses. Any person receiving a university citation must remit the amount of the charge or submit an appeal to P&T within ten (10) days after issuance of the citation. Any towing, booting and/or storage fees for removal of an impounded or immobilized vehicle or bicycle must be paid regardless of whether an appeal has been submitted.
4. **Appeals of University Citations:** Any person issued a university citation may appeal the citation within ten (10) days of the citation's issuance by completing the appropriate P&T form. Any citation that is not a warning must be appealed as described in these regulations.
5. **Failure to Pay Citation Charges:** Unpaid citations can result in student financial holds preventing students from receiving grades, refunds, official transcripts or graduating. Additional collection efforts may also be utilized as specified in these regulations. Ten (10) or more violations within one academic year may result in suspension of driving and parking privileges on campus and/or disciplinary action.
6. **Vehicle Immobilization or Impoundment:** P&T or UPD may immobilize (boot) or impound (tow/relocate to a storage area) a person's vehicle for the following reasons:

- A. the person and/or vehicle has accumulated three (3) or more past due parking citations

All citations issued will contain a notice informing the violator that a consequence of three (3) or more outstanding citations is the potential that their vehicle may be booted or impounded.

If the vehicle cited can be connected to a current SFA student or employee a notice of the citation will be sent to the SFA email account of the violator, otherwise a notice will be sent to the DMV address of the registered owner. Such notices will inform the violator that a citation has been issued to them and will contain information about any other outstanding citation(s) they may have.

If a violator has two or more outstanding citations when a third is issued, a notice will be sent to the violator's SFA e-mail account or to the DMV address of the registered owner of the vehicle notifying them that ten (10) days following the issuance of the third citation their vehicle will be eligible to be booted or impounded unless all of the outstanding citations are addressed by payment or by appeal if allowed within the time limits outlined in this policy.

Each notice, both physical and e-mail, will include information about how to pay or appeal

the citation(s).

Violators who believe the P&T records are incorrect, or have any questions regarding any of the citations, should contact P&T within 10 days of the date of the notification at (936) 468-PARK (7275) Monday through Friday between the hours of 7:00 AM and 5:00 PM or by email to sfaparking@sfasu.edu.

- B. the person and/or vehicle is parked in violation of the terms of a conditional release
- C. the vehicle is parked in an ADA space without displaying a state ADA placard or license plate
- D. the driver is illegally using an ADA permit assigned to another individual
- E. the driver is in possession of a lost, stolen, altered or unauthorized permit

Once a vehicle is immobilized, all outstanding citations and the immobilization or impound fee must be paid in full *and an appropriate permit must be purchased* prior to the release of the vehicle.

The university is not responsible for any damage to the vehicle during booting, towing, relocation, or storage. After notice has been posted on the vehicle, vehicles booted for longer than three (3) days may be impounded (towed to a storage area). The owner and operator are severally responsible for any booting, towing or storage fees.

No vehicle may be towed without the express approval of the *executive director of public safety/university* chief of police, the director of P&T or their designee.

Section 2.C. of these regulations outlines the appeal process for citations, boots and impoundments.

7. **Suspension of Parking Privileges:**

Notices of parking violations may constitute a suspension of parking privileges, and any fee assessed is for reinstatement of parking privileges for operators of vehicles registered with the university.

All violations involving registration of vehicles operated on the properties of the university are violations of the law and SFA Parking and Traffic Regulations. Disposition of these citations at the university is a privilege extended by the university, which may be withdrawn at the university's option.

Violation of suspension of parking privileges may result in removal of the vehicle by tow away.

Driving and parking privileges may be suspended by P&T, ~~DPSUPD~~ or the Office of Student Rights and Responsibilities if the violator has displayed a lost, stolen or altered permit or other flagrant violations of these regulations. The loss of the privilege of driving or parking a vehicle on campus shall commence immediately following notification of suspension. Such notification shall state the term of the suspension and consequences for violation of the stated terms. The violations of the suspension shall be reported to the Office of Student Rights and Responsibilities if the person is a student or to the appropriate dean, director or administrative official for possible disciplinary action if the person is a faculty or staff member.

If a person whose privilege of driving or parking on campus has been suspended receives a university citation by reason of having a vehicle on campus during the period of their suspension, the period of suspension may be extended and a referral to the appropriate university office may be made for further university disciplinary action.

- A. A person receiving notice that their privilege of driving or parking on university property has been suspended shall return, without refund, the remnants of the permit issued (or the entire hanging permit) to the P&T office immediately.

8. No Excuse:

The absence of sufficient parking spaces on the university campus is not justification for violation of these regulations. Failure to enforce any regulation shall not constitute a waiver of the university's authority to enforce these regulations. Other improperly parked vehicles do not constitute an excuse for improper parking.

SECTION VIII: DRIVING AND PARKING OFFENSES

~~2013-2014~~2015-2016 Parking Violations

Code	Violation Description	Fine
General Violations		
A1	Displaying a valid permit, but in violation of lot or area assignment (<i>6a-4p M-F; Reserved lots are reserved until times indicated by signage</i>)	\$40
A2	Parking backward in a parking space	\$30
A3	Failing to display a valid parking permit	\$40
A4	Not parking properly within the lines of a parking space	\$30
A5	Parking in a space designated "20 minute only" for more than 20 minutes (<i>6a-4p M-F</i>)	\$30
A6	Displaying a permit assigned to another vehicle	\$30
A7	Display two or more valid permits	\$30
A8	Failure to display proper permit on registered vehicle (three warnings per academic year, then \$10 per incident)	\$10
A9	Expired short-term parking	\$30
Flagrant Violations		
B1	Parking in a reserved parking space without displaying a proper permit (<i>plus tow fee if applicable</i>)	\$40
B2	Parking a vehicle in a no-parking zone (<i>plus tow fee if applicable</i>)	\$40
B3	Parking in any manner which obstructs vehicular traffic (<i>plus tow fee if applicable</i>)	\$40
B4	Parking in a manner which obstructs a crosswalk (<i>plus tow fee if applicable</i>)	\$40
B5	Parking in a fire lane (<i>plus tow fee if applicable</i>)	\$75
B6	Parking in a tow-away zone (<i>plus tow fee if applicable</i>)	\$40
B7	Parking in a loading zone or service driveway (<i>plus tow fee if applicable</i>)	\$40
B8	Parking on a lawn, curb, sidewalk or other area not set aside for parking (<i>plus tow fee if applicable</i>)	\$40
B9	Parking on campus while parking privileges are suspended (<i>plus tow fee if applicable</i>)	\$150
C1	Moving a barricade or parking within any barricaded area (<i>plus tow fee if applicable</i>)	\$40
C2	Using a forged, altered, false, fictitious or stolen permit (<i>plus tow fee if applicable</i>)	\$150
C3	Falsifying or altering vehicle registration information (<i>plus tow fee if applicable</i>)	\$100

C4	Parking in/blocking a handicapped space, ramp, or unloading zone w/o placard (<i>plus tow fee if applicable</i>)	\$150
C5	Having a vehicle towed from campus	**
C6	Citation with move	\$40
C7	Vehicle moved to another location on campus	**
C8	Vehicle has been wheel locked	\$75
C9	Parking in violation of the direction of a traffic control officer	\$40
C10	Theft of property or damaging property by unauthorized boot removal or tampering/attempted removal of the boot (plus replacement cost of damaged property)	\$150
C11	Improper exit from a university parking garage (plus maximum daily fee due)	\$75
C12	Parking in a garage without payment (limited to once a semester)	\$15

Flagrant violations are enforced 24 hours a day, 7 days a week and are subject to immobilization or impound.

*** Rates will be posted in the P&T office after competitive bid process.*

APPENDIX A: PARKING FEES TABLE

2015-2016-2014 SFA Parking Permits				
Permit Sales Rate Chart				
Faculty and Staff				
Permit Type	Description	Annual		
AA	Faculty/Staff AA Permit	*see below		
F	Faculty/Staff Assigned Lot Permit	*see below		
PG	Annual Student Center Garage Permit	\$825	NA	NA
	Semester Student Center Garage Permit	\$410	\$410	\$410
M	Motorcycle Permit	\$ 60		
B	Faculty/Staff Daily Permit	\$3/Day	\$3/Day	\$3/Day
Student				
Permit Type	Description	September 2013	January 2014	May 2014
PG	Annual Student Center Garage Permit	\$825	NA	NA
	Semester Student Center Garage Permit	\$410	\$410	\$410
C	Commuter Permit	\$112	\$ 76	\$ 37
H	Campus Resident Permit	\$145	\$ 99	\$ 48
	Campus Resident Second Vehicle	\$ 106	\$ 69	\$ 34
S	Commuter Daily Permit	\$3/Day	\$3/Day	\$3/Day
K	Campus Resident Daily Permit	\$3/Day	\$3/Day	\$3/Day
M	Motorcycle Permit	\$ 60	\$ 43	\$ 22
Miscellaneous				
Permit Type	Description	September 2013	January 2014	May 2014
W	Fitness Permit	\$ 20	\$ 20	\$20
CV	Contractor/Vendor Permit	\$170	\$114	\$58
T	Trailer Permit	\$ 50	\$ 33	\$17
RV	Occupied Recreational Vehicle**	\$ 40		
DV	Qualifying Veteran Permit	\$0		
** Per night, after four (4) days				

Student Center Garage Hourly Parking	
0-30 Minutes	No Charge
First Hour	\$2
Each Hour Thereafter	\$1
Maximum Daily Charge	\$8
Lost Parking Ticket	\$15

Short-Term Paid Parking Lot 21	
First Hour	\$2.00
Each Hour Thereafter	\$1.00
Fees	
Replacement Permit	\$15
Bicycle Release Fee	\$25
Lost/Stolen Replacement Permit	\$25
Grad Assistant Upgrade	\$10
Dual Credit Upgrade	\$ 5

*Faculty/Staff or Other Government Agencies Annual Permit Fees						
Salary \$19,999.99 and Less	Salary \$20,000 - \$39,999.99	Salary \$40,000 - \$59,999.99	Salary \$60,000 - \$79,999.99	Salary \$80,000 - \$99,999.99	Salary \$100,000 - \$119,999.99	Salary \$120,000 and above
\$36	\$60	\$84	\$108	\$132	\$156	\$180

FS permits are prorated monthly

Cross Reference: Parking and Traffic Regulations and Information, Tex. Educ. Code §§ 51.201-.211, 54.505; Tex. Transp. Code § 681.008, Ch. 683

Responsible for Implementation: Vice President for University Affairs

Contact for Revision: *Executive Director of Public Safety*/Chief of University Police

Forms: None

Board Committee Assignment: Academic and Student Affairs

Post Bond Issuance Federal Tax Compliance (NEW POLICY)

Original Implementation: April 14, 2015

Last Revision: None

The Board of Regents, Stephen F. Austin State University (the "board") has issued and will issue from time to time bonds, notes or other tax-exempt obligations (collectively, the "bonds") on behalf of Stephen F. Austin State University (the "university"). The board is required by the terms of Section 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended ("code"), and the U.S. Treasury Regulations promulgated thereunder ("regulations"), to preserve the tax-exempt status of its bonds subsequent to their issuance. Further, the code and the regulations impose record retention requirements on the board with respect to its bonds.

The purpose of this policy is to describe action to be taken in order to comply with bond covenants including applicable code provisions and regulations and also to specify who is responsible for such action.

ARBITRAGE

With respect to the investment and expenditure of the proceeds of bonds, the vice president for finance and administration will instruct the appropriate staff, consultant(s) or other appropriate person(s) to:

- (a) require that the construction, renovation or acquisition of any facilities to be financed with the proceeds of bonds proceed with due diligence and that binding contracts for the expenditure of at least five per cent (5%) of the proceeds of the bonds be entered into within six (6) months of the date of delivery of the bonds ("issue date");
- (b) monitor to ensure that at least eighty-five percent (85%) of the proceeds of the bonds to be used for the construction, renovation or acquisition of any facilities are expended within three (3) years of the issue date;
- (c) ensure that the yield on the investments of any proceeds of the bonds be restricted to the yield on the bonds for any period beyond three (3) years of the issue date;
- (d) monitor all amounts deposited into a sinking fund or fund (e.g., a debt service fund or interest and sinking fund) to assure that the maximum amount invested at a yield higher than the yield on the bonds does not exceed an amount equal to the debt service on the bonds in the succeeding twelve (12) month period plus a carryover amount equal to one-twelfth (1/12) of the principal and interest payable on the bonds for the immediately preceding twelve (12) month period;
- (e) ensure that no more than fifty percent (50%) of the proceeds of the bonds are invested in an investment with a guaranteed yield for four (4) years or more;

(f) assure that the maximum amount of any reserve fund for the bonds invested at a yield higher than the yield on the bonds will not exceed the lesser of (i) ten percent (10%) of the principal amount of the bonds, (ii) one hundred twenty-five percent (125%) of the average annual debt service on the bonds measured as of the issue date, or (iii) one hundred percent (100%) of the maximum annual debt service on the bonds as of the issue date;

(g) monitor the actions of the escrow agent holding any escrow funded with bond proceeds to ensure compliance with the applicable provisions of the escrow agreement, including with respect to reinvestment of cash balances;

(h) document by official action of the board, such as a reimbursement resolution, any intent of the board to reimburse with the proceeds of the bonds any amount expended prior to the issue date for the acquisition, renovation or construction of the facilities;

(i) ensure that the applicable information return (e.g., IRS Form 8038-G, or any successor form) is timely filed with the Internal Revenue Service ("IRS"); and

(j) assure that, unless excepted from rebate and yield restriction under Section 148(f) of the Internal Revenue Code of 1986, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (i) at least every five (5) years after the issue date and (ii) within thirty (30) days after the date the bonds are retired.

PRIVATE BUSINESS USE

With respect to the use of any facilities financed or refinanced with the proceeds of the bonds, the vice president for finance and administration will instruct the appropriate university staff, consultant(s) or other appropriate person(s) to:

(a) monitor the date on which the facilities are substantially complete and available to be used for their intended purpose;

(b) monitor whether, at any time during which the bonds are outstanding, any person, other than the university, its employees and agents or members of the general public, has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;

(c) monitor whether, at any time the bonds are outstanding, any person, other than the university, its employees and agents or members of the general public, has a right to use the output of the facilities (e.g., water, gas or electricity);

(d) monitor whether, at any time the bonds are outstanding, any person, other than the university, its employees and agents or members of the general public, has a right to use the facilities to conduct or to direct the conduct of research;

(e) determine whether, at any time the bonds are outstanding, any person, other than the university, has a naming right for the facilities or any other contractual right granting an intangible benefit;

(f) determine whether, at any time the bonds are outstanding, the facilities are sold or otherwise disposed of; and

(g) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the resolutions authorizing issuance of the bonds related to the public use of the facilities.

RECORDS RETENTION

The vice president for finance and administration and designated university staff will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the bonds and the use of any facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the bonds. If any portion of the bonds is refunded with the proceeds of another series of tax-exempt bonds, the responsible person will maintain or cause to be maintained all of such records until three (3) years after the refunding bonds are completely extinguished. Such records may be maintained in paper or electronic format.

CONTINUING DISCLOSURE

The vice president for finance and administration or designated university staff will remain in compliance with the Security and Exchange Commission rule 15c2-12 by filing its annual financial statements and other financial and operating data for the benefit of bondholders within 180 days of the close of the fiscal year.

RESPONSIBLE PERSON

The vice president for finance and administration and/or designated staff will receive appropriate training on federal tax requirements for post-issuance compliance applicable to bonds.

Cross Reference: I.R.C. §§ 103, 141-150; 17 C.F.R. § 240.15c2-12

Responsible for Implementation: Vice President for Finance and Administration

Contact for Revision: Vice President for Finance and Administration

Forms: None

Board Committee Assignment: Finance and Audit

Probationary Period of Employment

Original Implementation: Unpublished

Last Revision: ~~April 17, 2012~~ April 14, 2015

The first 180 calendar days of employment are a probationary period for all non-academic employees. Additionally, employees who apply for a posted, vacant position and who transfer to the new position will begin a new probationary period of 180 calendar days. This does not apply to employees who are reclassified or promoted during the reclassification process.

Human resources will mail a Probationary Employee 180-Day Evaluation form to supervisors prior to the completion of the 180-day period. Supervisors will use the form to objectively indicate if employment should be continued or terminated before the 180-day period has expired. The employee should be notified immediately of the supervisor's decision.

The evaluation form is returned to human resources and a copy retained in the department file. Before termination can be determined, the director of human resources must review the information and approve the termination. See Discipline and Discharge (11.4). If employment is to be terminated, the evaluation form should be returned to human resources and an Electronic Personnel Action Form (EPAF) should be completed.

During an employee's probationary period, the university is free to terminate an employee at any time with the approval from the director of human resources.

Cross Reference: Discipline and Discharge (11.4)

Responsible for Implementation: Vice President for Finance and Administration

Contact for Revision: Director of Human Resources

Forms: Probationary Employee Evaluation Form; Electronic Personnel Action Form

Board Committee Assignment: Academic and Student Affairs

Rental of University Vehicles

Original Implementation: June 1, 1984

Last Revision: ~~April 17, 2012~~ April 14, 2015

~~The provisions of the policy on the Use of University Facilities govern the use of all buildings, facilities, equipment, and grounds, hereinafter referred to as facilities, under the control of Stephen F. Austin State University. That policy provides that the university may establish additional procedures for the reservation and use of specific facilities; therefore, the following provisions apply to university vehicles.~~

This policy governs university vehicle rental. Vehicles that may be rented by university departments are maintained by the Physical Plant Department. The rental and use of university motor vehicles may only be used for official university business.

Official Use:

~~University motor vehicles can only be used for the transaction of official university business.~~

A. Reservations

1. Vehicles will be rented exclusively to *university employees, departments, individuals* or organizations that have ~~funds~~ budgeted by the university ~~funds~~.
2. All vehicles, except road buses, are rented on a first-come, first-served basis.
~~Reservations can be made by memo to the Physical Plant Grounds and Transportation Department, P.O. Box 13031 SFA Station, by phone at 468-5107, or on the Physical Plant website. Reservations should be made as far in advance as possible.~~
3. *Those who rent university vehicles must act on behalf of their university department or organization and have a driver certificate issued by the University Police Department. Those who rent university vehicles are responsible for compliance with minimum occupancy requirements and other university policy and procedural requirements. Persons for whom reservations are made must be on the approved drivers list and be acting on behalf of, and within the responsibility of, the university department that he/she is employed. The reservation must have a minimum of four passengers for vans, must have definite pick-up and return times, and must have an approved university account.*
4. Cancellations should be made as far in advance as possible.
4. ~~Cancellations made less than 48 hours in advance will incur a \$20.00 fee.~~

B. Procedure for Checking Out Vehicles

1. ~~Vehicles can be picked up at the Physical Plant Grounds and Transportation Department, located at Starr Avenue and University Drive, between 7:00 a.m. and 4:00 p.m. Monday through Friday.~~
2. ~~Vehicle packets may be picked up during normal business hours or special arrangements may be made for vehicle pick-up outside normal hours.~~

- ~~3. When two or more users are renting the same vehicle over a weekend, the users may be required to turn in and pick up vehicles at the University Police Department.~~
- ~~4. Individuals picking up vehicles must present a Stephen F. Austin State University approved driver certificate and a valid driver's license.~~
- ~~5. Personnel in the Grounds and Transportation Department, will furnish approved drivers with:~~
 - ~~a. Keys to vehicle.~~
 - ~~b. Copy of vehicle charges and reservation form.~~
 - ~~c. Credit card(s).~~
 - ~~d. Daily record of state owned motor vehicle use (See Section E).~~
 - ~~e. Vehicle roadability report.~~
 - ~~f. Insurance card.~~

~~C.B.~~ Passengers

1. Passengers in university vehicles will normally be university employees or students traveling on university business.
2. Passengers who are not university employees or students may be authorized to ride in university vehicles when their presence is consistent with university business or functions.
3. University employees and students may have *authorized* guest(s), spouses or children accompany them while the university employee or student is traveling on university business provided:
 - a. The guest does not interfere with the university business of the trip or cause any additional expense to the university.
 - b. The department ~~which~~ *sponsorings* the trip that the guest(s) are attending must be advised in advance of the trip that non-university passengers will be traveling in university vehicles.
 - c. If the guest is a minor child, the parent is responsible for the child's actions and is responsible for ensuring the child follows all safety policies and regulations including seat belts and child restraints.
 - ~~d. The university bus fleet is not equipped with seat belts or child restraints, and safety of the child is the responsibility of the parent. The university fleet bus driver should report behavior difficulties to the parent and sponsoring department, and may impose future restrictions on passenger privileges for those who have had behavior problems.~~
 - d. Non-employee passengers will not be covered by university insurance for medical treatment, unless there is legal liability, which is covered by the general liability policy for university motor vehicles. Personal claims against the driver of another vehicle (non-university) for liability in any accident will be the responsibility of the non-employee passenger ~~or their parent~~. Passengers should carry personal medical insurance coverage in case of accident or emergency. The university does not assume liability for any passenger, unless otherwise imposed under law.

University employees may be covered by Workers' Compensation for injuries received on-the-job; otherwise, personal medical insurance or applicable legal liability would apply. *See the safety website for additional information.*

e.

D.C. Use of University Road Buses

University owned road ~~The two Prevost 52-passenger~~ buses provide transportation for university departments and groups. The guidelines in this section have been established to provide a fair and equitable manner for the scheduling of the buses and to generate sufficient revenue to pay for their operation and maintenance.

1. Authorized Trips. Only university groups and departments whose trips have received prior approval from the department head and/or dean ~~of school~~ may reserve the bus. A professional driver will be provided by the Physical Plant Department. ~~Each user must be accompanied by authorized university personnel, who shall be responsible for all travel, schedules, and arrangements.~~ The use of the bus is limited to those destinations that may be reached by hard surfaced roads.
2. Reservations. Application for the use of ~~the a~~ university road bus shall be made to the director of physical plant or his designee. No reservation may be reassigned in whole or in part. The user may not delegate any control or responsibility to any other party without prior written approval of the director of physical plant. Furthermore, reservations for one trip may not be used for a different trip without the prior written approval of the director of physical plant.
3. *Itinerary. A completed itinerary must be submitted to the transportation dispatcher at least 48 hours before departure. Examples of an appropriate itinerary and a template may* ~~is~~ *are available on the physical plant website.*

3.4. Priorities for Use

- a. Use of university buses for athletic purposes will be given the first priority.
- b. Those departments having activities scheduled at least a year in advance that require maximum utilization of the buses shall receive second priority.
- c. In other cases, the following shall be considered:
 - i. Advance Scheduling: Where feasible, the use of the buses will be approved on a first-come, first-served basis
 - ii. Distance: The distance to be traveled will be considered in determining priority.
 - iii. Number of Passengers: The number of passengers will be considered in determining priority.
 - iv. Purpose of Trip: In cases of simultaneous requests when the number of passengers and distance are approximately the same, the trip providing the most benefit to Stephen F. Austin State University shall receive priority.

~~iv.~~

D. Use of University Shuttle Buses

University owned shuttle buses provide regular daily service on campus. Shuttle buses may be reserved for university business by university groups after hours and on weekends on a limited first-come, first-served basis. Every effort will be made to provide fair and equitable scheduling of the shuttle buses and to generate sufficient revenue to pay for their operation and maintenance.

E. ~~Check-in~~

- ~~1. If returned after 7:00 a.m. or prior to 4:00 p.m. on weekdays, the vehicle should be returned to the Grounds and Transportation Building. The vehicle charges and reservation form, the daily record use of state owned motor vehicles form, keys, credit card(s), and gasoline receipts should be given to Grounds and Transportation personnel.~~
- ~~2. If returned at some other time, the vehicle should be parked, the doors should be locked and all the items mentioned above should be dropped into the slot in the front door of the Grounds and Transportation Building at Starr Avenue and University Drive.~~
- ~~3. Individuals may lose the privilege of using university vehicles if the vehicle(s) has been damaged during use, or if reports of vehicle use are incomplete.~~
- ~~4. Purchases, other than fuel, made with university credit cards, are at the driver's expense, subject to reimbursement. Reimbursement will be approved when the physical plant is furnished purchase receipts. Receipts must show vehicle license number, amount of purchase, and item(s) purchased. Failure to properly present receipts will result in non-reimbursement.~~
- ~~5. Purchase of fuel. Fuel is furnished as part of the rental price of the vehicle if purchased on credit cards furnished at the time of the rental. Fuel purchased not using credit cards will be at the expense of the using department. Reimbursement should be claimed on the travel voucher of the individual being reimbursed.~~

F.E. Breakdowns and Accidents

- 1. All accidents involving a university vehicle must be reported immediately to the appropriate law enforcement agency and the Physical Plant Transportation Department. Instructions for proper reporting and handling of accidents and breakdowns will be provided at the time of vehicle pick up and may be found on the Transportation Department's website.*~~are contained in the glove compartment of all university vehicles.~~
- ~~2. In all cases in which a vehicle cannot be returned to the campus, the Physical Plant Transportation Department should be contacted during business hours or the University Police Department if during non-business hours. one of the following people should be contacted:~~
 - ~~a. During working hours (7:00 a.m. to 4:00 p.m.) transportation manager 936/468-5107 director, physical plant 936/468-3906~~
 - ~~b.2. After working hours: university police 936/468-2608~~
- ~~3. All major repairs must be arranged by t~~*The manager of transportation must arrange all*

major repairs.

- ~~4. Drivers involved in an accident will be required to submit to a drug and alcohol screening in accordance with Stephen F. Austin State University Policy-policy 11.6, *Drug and Alcohol Testing*. The driver must either report the accident to the University Police Department or to a local police agency and notify UPD of having done so, or fill out Texas Department of Public Safety Form ST-2 (blue form) within 24 hours and turn in to the University Police Department upon return to campus. UPD will:~~
- ~~a. Forward a copy of the accident report or the blue form to the Environmental Health, Safety and Risk Management Department and,~~
- ~~b. 4. Complete the blue form and forward it to the Texas Department of Public Safety.~~
5. Departments using fleet vehicles will be charged for damages as the result of accidents or from abusive use.
6. The Environmental Health, Safety and Risk Management Department will contact the insurance adjuster, provide appropriate information, and act as general liaison in the event of an accident.
7. The university's insurance covers a driver's liability if he/she is:
 - a. An approved university driver.
 - b. Operating the vehicle in an official capacity.
 - ~~b.~~

F. Charges ~~—refer to the SFA Physical Plant website for current prices—~~
http://www2.sfasu.edu/physical_plant/

1. *Rates are established to generate revenue to pay for the operation and maintenance of the rental vehicles. In addition, all expenses, including meals and lodging for the professional driver(s) provided are the responsibility of the renting department. Refer to the physical plant website for current rates.*
2. *Fuel is furnished as part of the rental price of the vehicle if purchased on fuel cards provided at the time of the rental. Fuel purchases not using the provided fuel cards will be at the expense of the renting department. Any other purchases on the university fuel card are prohibited.*

G.

~~H. In addition to mileage charges, the following minimum charges for the road buses will apply. There will be a minimum daily charge of \$50.00 per day for local use and a minimum charge of \$100.00 per day if the driver is required to be away from home base overnight. If daily mileage charges exceed \$50.00 for local or \$100.00 for away trips, the daily charge will be waived. Also all expenses (meals and lodging, excluding meals on non-overnight trips) for the driver(s) are the responsibility of the renting department.~~

I.G. Special Provisions

1. All drivers of buses must have a Class B-CDL license *with a 'passengers' endorsement* and submit to Department of Transportation ~~OT~~ physicals and drug

- baseline and random testing.
2. All drivers must have a valid driver certificate issued by *the University Police Department*.
 3. ~~All drivers of 15 and 12 passenger type vans must be certified drivers with a van endorsement and be a minimum of 21 years of age. Exceptions to age limits for drivers may only be authorized by the Environmental Health, Safety and Risk Management Department.~~
 - 4.3. Buses must carry at least 1/3 of their capacity.
 5. ~~Certain buses, due to mechanical condition, are restricted to use in a 100-mile radius.~~
 6. ~~Users of fleet vehicles who purchase gas, oil, and other products by cash ticket or credit card must sign tickets, including license number of vehicle and items purchased. Purchase of gas, oil, etc on other than university credit cards furnished with the vehicle will be the responsibility of the using department.~~
 7. ~~Drivers may be requested from the Physical Plant Department and, if available, will be furnished at a rate established annually by the Physical Plant Department. Drivers are normally paid on a portal to portal basis. Special arrangements should be made for extended trips. There is a minimum charge of two hours for any called driver.~~
 - 8.4. No alcoholic beverages will be allowed in state vehicles.
 5. *In accordance with university policy 13.21, Smoking, Vaping, and Use of Tobacco Products, Smoking, vaping, and the use of tobacco products are prohibited in vehicles owned or leased by the university. No smoking will be allowed in any state vehicles.*
 6. *-Texting while operating a vehicle owned or leased by the university is prohibited.*
 - 9.7. *Individuals may lose privilege of using university vehicles if the vehicle(s) has been damaged during use or has been used in an unsafe or unauthorized manner.*

H. 15 and 12 Passenger Vans

1. All drivers of 15 and 12 passenger-type vans must be certified drivers with a van endorsement and be a minimum of 21 years of age. Exceptions to age limits for drivers may only be authorized by the Environmental Health, Safety and Risk Management Department. *Drivers in a 15 and 12 passenger-type van shall not drive over a maximum of 65 miles per hour as recommended by the State Office of Risk Management. These vehicles are limited to nine passengers including the driver with a maximum of 50 lbs. of cargo or equipment or eight passengers including the driver with a maximum of 250 lbs. of cargo/luggage. All passengers must wear seat belts.*
1. —
- Drivers in a 15 and 12 passenger type van shall not drive over a maximum of 65 miles per hour speed limit as recommended by the State Office of Risk Management (SORM).

~~All back seats are to be removed from all university owned 15 and 12 passenger vans.~~

~~Passengers are limited to nine passengers including the driver with a maximum of 50~~

~~lbs of cargo or equipment or eight passengers including the driver with~~

~~cargo/luggage. All passengers must wear seat belts.~~

2. All cargo is prohibited on the roof. ~~No roof racks may be installed, no~~ trailer hitches may be installed on the vehicle nor ~~any~~ towing of any kind ~~shall~~ be authorized.
3. Cargo and/or luggage inside the van must be stacked no higher than the top of the van seats and should be placed forward of the rear axle. Cargo is defined as, but not limited to, boxes, bags, packs, equipment, etc.
4. Passenger vans rented from non-university fleet (Hertz, Enterprise, etc.) must be limited to nine passengers including the driver and follow the limitations specified in this policy. ~~The university will no longer purchase 15 passenger vans.~~

Cross Reference: Drug and Alcohol Testing (11.6); *Smoking, Vaping, and Use of Tobacco Products* (13.21)

Responsible for Implementation: Vice President for Finance and Administration

Contact for Revision: Director of Physical Plant; Director of Environmental Health, Safety and Risk Management

Forms: None

Board Committee Assignment: Building and Grounds

Restrictions on Contracting with and Paying Certain Vendors

Original Implementation: January 25, 2000

Last Revision: ~~July 17, 2012~~ April 14, 2015

The university is required by Tex. Gov't Code § 2252.903 and the United States President's Exec. Order No. 13,224, 66 Fed. Reg. 49079 (Sept. 23, 2001) to ~~determine~~ ~~make a determination~~ ~~as to vendor eligibility~~ ~~the eligibility of vendors for to receive contracts -and/or payments from.~~ SFA. The university may contract with any vendor on state warrant hold and follow established procedures for notifying the vendor and holding payment. The university is strictly prohibited from contracting with any vendor listed on the federal government specially designated nationals list (SDN).

DEFINITIONS

Warrant Hold – status identifying vendors who are delinquent in payments to the state of Texas and prohibiting the state comptroller and state agencies from issuing payment to the vendor. Warrant hold information is maintained in the state comptroller's TINS (Texas Identification Number System).

SDN – federal government specially designated nationals list identifying vendors with whom the United States President's Executive Order 13,224 prohibits any government entity from doing business.

SAM – federal system for award management that encompasses all federal restrictions related to doing business with excluded vendors.

RESPONSIBILITY FOR DETERMINATION

It is ~~will be~~ the responsibility of the department placing the order to ensure that the selected vendor is NOT on warrant hold or ~~the SDN~~ *listed with an active exclusion on the federal system for award management (SAM)* up to 7 days before the contract date, but no later than the contract start date. *Refer to Delegated Purchasing Authority (17.5) to determine departmental responsibility.* It is the responsibility of the ~~SFA controller's~~ accounts payable office to ensure that the selected vendor is NOT on warrant hold prior to processing a *university* payment. ~~Refer to Delegated Purchasing Authority (17.5) to determine responsibility.~~

HOW TO MAKE A DETERMINATION

State Comptroller Warrant Hold Status Determination

The university's financial system will terminate and prevent the use of any vendor in the

financial system that is on warrant hold. For vendors not in the university's financial system, vendor warrant hold status must be searched on the **state comptroller's Vendor Hold Search** website. Contact accounts payable or the procurement office for assistance. If a vendor is found to be on warrant hold, *the following applies*:

- a. ~~Purchase orders under delegated purchasing authority~~ – the *purchase order or contract* may be issued but must include a clause on the *purchase order or contract* relating to the warrant hold status.
- b. P-Card – expenditures over \$500 are not allowed from a vendor on warrant hold.
- c. Accounts Payable – accounts payable may make a payment to an entity on warrant hold using local funds if the hold source agency or agencies consent to the payment. Such payment can only be made after securing documentation of the consent. Otherwise payment must be made to the hold source agency or agencies.

Federal Government Specially Designated Nationals List (SDN) Determination

The verification process involves searching for the vendor by vendor name ~~at the federal government's Office of Foreign Assets Control (OFAC) SDN on the SAM website created specifically for this determination~~. Contact the procurement office for assistance. If a match is found, contact the director of procurement. *Purchase Orders and Contracts* may not be issued to any vendor *with an active exclusion* on the ~~SDN SAM website list~~.

Cross Reference: ~~Tex. Gov't Code § 2107.008~~Tex. Gov't Code § 2107.008; ~~Tex. Gov't Code § 2252.903~~Tex. Gov't Code § 2252.903; Exec. Order No. 13,224, 66 Fed. Reg. 49079 (Sept. 23, 2001); State Comptroller Fiscal Policies & Procedures ~~FPP E.016~~FPP E.016, ~~FPP E.020~~FPP E.020, ~~FPP K.012~~FPP K.012; Delegated Purchasing Authority (17.5)

Responsible for Implementation: Vice President for Finance and Administration

Contact for Revision: Director of Procurement and Property Services/HUB Coordinator

Forms: None

Board Committee Assignment: Finance and Audit

Risk Management

Original Implementation: August 2, 1994

Last Revision: ~~October 22, 2012~~ April 14, 2015

~~POLICY STATEMENT~~

The administration of Stephen F. Austin State University recognizes the significance of providing a safe working and teaching environment for both employees and students. Fulfilling educational philosophies and protecting facility assets are important priorities.

Institutional planning, with an emphasis placed on practical approaches to problem solving and risk control, are standards commonly adhered to in a university environment. Policies and procedures address controlling the total cost of risk while meeting the goals of conserving the physical and financial resources of the institution. The ultimate benefit is a reduction in the total cost of risk. Additionally, the university is a safer place for employees, students and the public to work, study and congregate.

It is the responsibility of the university administration to communicate ~~the Risk Management~~ *this Policy-policy* to university personnel. In so doing, university personnel are educated on the concepts of safety and risk management. By demonstrating the ability to analyze exposure to loss and by implementing measures to control these losses, the image of the university is improved in the market-place and in the community.

The function of risk management is to minimize the adverse effects of events, be ~~they~~ *it* physical or financial, through the implementation of three basic tools:

Avoidance. Risk is avoided by refusing to assume it. This is not always wise or possible as it may mean an end to an operation in a specific area.

Loss Prevention and Reduction. When a risk cannot be avoided, it can often be reduced and the severity of losses lessened through the proper training of staff, maintenance of equipment, updating of policies and procedures, and the proper implementation of adequate emergency procedures.

Transfer. If a risk cannot be avoided, it can be transferred to others. In negotiating contracts, the risk manager may recommend an insurance clause be included requiring evidence of the other party's insurance coverage. This type of document is a "certificate of insurance" and where appropriate, the institution may need to be named as an additional insured under the contractor's policy.

RISK MANAGEMENT PLAN

Loss or claim reporting procedures

I. Personnel

Faculty, staff or student assistant injuries that occur during the scope of employment may be covered by worker's compensation. The employee must inform his/her supervisor and contact the university claims coordinator (safety officer) as soon as possible. Refer to university policy Workers' Compensation Coverage (12.23).

II. Property

Whenever a property loss occurs from fire, theft, explosion, flood, earthquake, vandalism or any other such cause, a loss report is submitted to the University Police Department (UPD) and the Environmental Health, Safety, and Risk Management Department (EHS&RM) by the department supervisor. EHS&RM will file the necessary paperwork for insurance claims.

III. Students and Visitors

A. Occurrence: Whenever there is an accident or injury on university premises, a loss or injury to a student, visitor or company, or any other unplanned event, the UPD and EHS&RM is notified. UPD will submit incident or accident reports to the Environmental Health, Safety, and Risk Management Department.

B. ~~Procedure~~: The appropriate vice president is notified of all incidents that involve a contractor, vendor, student, or visitor.

1. Once all of the facts have been documented, the general counsel is notified.
2. Employees are advised to discuss the case with no one until consulting with the general counsel.
3. No statements are made admitting liability or authorizing medical treatment unless cleared through the general counsel.
4. If any machine, product, or object is involved in the accident, it is preserved, as is, in a safe place until it can be examined.

SAFETY AND LOSS PREVENTION

I. Safety Communication Network

The University Environmental Health, Safety and Risk Management Department (EHS&RM) is charged with the general oversight of the university safety program.

Communication channels that connect each area of the university with the EHS&RM Department are necessary for an effective safety program. Each division of the university shall designate a safety representative or representatives who will act as the liaison(s) between the division and the EHS&RM Department. The purpose of the safety communication network is not to relieve the division members of the general responsibility but to recognize hazards in their areas of activity and take positive action to reduce or eliminate those hazards, nor is it to relieve the faculty and staff members of their responsibility to educate their students and employees about proper job procedures and recognized hazards before making task assignments. The safety communication network ~~serves to create~~ *procedures are maintained on the Environmental Health, Safety, and Risk Management website.*

- A. ~~A Communication Pathway: The procedure for channeling safety information to the EHS&RM Department is as follows:~~
 - 1. ~~Any individual who discovers a safety problem shall notify his/her supervisor. The supervisor shall notify the appropriate division safety representative.~~
 - 2. ~~The division safety representative shall coordinate with the appropriate individuals, and the safety problem will be resolved at that level if possible.~~
 - 3. ~~If further action is necessary or if help is needed to clarify the problem and recommend a solution, the division safety representative will refer the problem to the EHS&RM Department. The EHS&RM Department will assess the safety issue and assist with the resolution.~~
 - 4. ~~Should the scope of the problem be such that it is one of university-wide concern, or that resolution of the problem cannot be achieved at the department or division level, the EHS&RM Department will recommend a course of action through appropriate administrative channels to the president.~~
- B. ~~Alternate Communication Pathway: The plan as outlined does not preclude a person from directly contacting the Environmental Health, Safety and Risk Management Department; however, the problem should be presented to the appropriate division safety representative for resolution at that level if possible.~~
- C. ~~Other functions of the safety communication network:~~
 - 1. ~~The network will serve as a means of communicating safety concerns from the EHS&RM Department through the division safety representative to faculty, supervisors and employees.~~
 - 2. ~~A division or department that operates in an environment that presents high-risk shall review its working conditions and the hazards associated with them to establish a safety liaison between the department and EHS&RM~~
 - 3. ~~In order to maintain continuity of the safety communications network, the term of the division safety representative will be indefinite, but subject to review by the respective department or division head.~~

~~—Departments that engage in high risk activities—shall set aside bulletin board space to be designated "SAFETY NOTICES," and it shall be maintained exclusively for safety information. The bulletin board will be the responsibility of the division safety representative. The division safety representative's name, office number and phone number shall be posted on the bulletin board.~~

~~D. Safety Suggestion Program~~

~~The Safety Suggestion Program allows employees to voice their safety concerns and have a direct input into the safety program. Safety suggestions are to be directed to the director of EHS&RM. Suggestions may be anonymous; however, satisfactory resolution of the safety problem may depend upon discussions with the person.~~

II. Safety Management

There are varying risks associated with activities and occupations at a university. The Environmental Health, Safety and Risk Management Department serves the university community by identifying the areas of greatest risk and by making recommendations regarding elimination, substitution or reduction of those risks. Recommendations are based on the numerous federal, state, and local regulations, codes, and standards that have been developed to assure public health and safety. Employees are encouraged to play an active role in the university safety program by identifying and reporting hazardous conditions.

Refer to the university Health and Safety Manual.

III. Instructional Program

Structured safety training such as new employee, defensive driving, specialized, high interest areas, or specific subject matter, and information concerning the Hazardous Communication Act will be offered to employees when appropriate or required by law.

IV. Monitoring

The EHS&RM Department will update or modify the Health and Safety Manual as needed. EHS&RM will be charged with the responsibility of reviewing problem areas such as recurring injuries, accidents or safety violations.

V. Travel and Vehicle Use Policy

The university provides several choices for vehicle transportation necessary for operations

that include travel for university business. For procedures, requirements, policies, worker's compensation and general insurance information, reference the Rental and Use of Vehicles in an Official Capacity procedures located on the Environmental Health, Safety and Risk Management website.

~~Refer to Rental of University Vehicles (16.23).~~

VI. Insurance

- A. The purchase and renewal of insurance are the responsibility of the vice president for finance and administration.
- B. The vice president of finance and administration and the campus risk manager will evaluate campus risks of loss and insurance needs.
- C. Insurance shall be purchased if:
 - 1. Required by law,
 - 2. The cost of insurance is judged to be preferable to leaving the risk uninsured, or
 - 3. Required by contractual agreement.

Insurance will not be purchased if state or federal law prohibits the purchase of insurance. Insurance coverage is limited to what is allowed by state law.

The State Office of Risk Management must approve all insurance prior to purchasing. The appropriate approval forms must be initiated through the EHS&RM Department.

- D. Insurance Claims:
 - 1. Any incident that may be covered by insurance must be reported to the Environmental Health, Safety and Risk Management Department so that the incident may be evaluated and reported to the appropriate insurance carrier; and
 - 2. The Office of the General Counsel will be notified of all claims and consulted for guidance.

VII. Employee Indemnification

Employees are indemnified within the course and scope of employment to the extent provided by state law. Refer to Chapter 104, Civil Practice and Remedies, Vernon's Texas Codes Annotated.

Cross Reference: Workers Compensation Coverage (12.23); Rental of University Vehicles (16.23); Health and Safety (13.10); Tex. Civ. Prac. & Rem. Code Ch. 104

Responsible for Implementation: Vice President for Finance and Administration

Contact for Revision: Director, Environmental Health, Safety, and Risk Management.

Forms: None

Board Committee Assignment: Finance and Audit

Salary Supplements, Stipends and Additional Compensation

Original Implementation: April 13, 1988

Last Revision: ~~April 17, 2012~~ April 14, 2015

I. Purpose

This policy establishes guidelines consistent with federal and state regulations for the total allowable compensation that can be paid to faculty and staff from university-controlled funds. This policy does not apply to overtime and compensatory time for non-exempt employees or to compensatory time for exempt employees. See Overtime and Compensatory Time (12.14).

Additional requirements for compensation from externally sponsored research and sponsored projects (*grants*) are detailed in Compensation from Grants, Contracts and Other Sponsored Agreements (12.1).

II. General

1. Each faculty and staff member (employee) is accountable to the university for 100 percent of the duties and responsibilities associated with the employee's basic appointment. The primary obligation of university employees is the full and complete execution of all assigned duties and responsibilities.
2. State regulations prohibit the appointment of university employees for more than 100 percent time for services considered to be regularly assigned duties associated with an individual's full-time responsibility.
3. Employees may be requested to provide consulting, extension, and/or other activities within the university that are considered to be in addition to their regularly assigned duties for which compensation in excess of *institutional* base salary (*IBS*) may be paid.
4. Compensation in excess of base salary is a temporary adjustment of total compensation, which must be specified and approved in writing prior to work commencing by the appropriate administrative channels, and is expressly conditioned on availability of funds.
5. Without exception, all payments to university employees will be made through payroll services. Salary supplement, stipend, and additional compensation payment requests must be submitted and paid before the close of the fiscal year in which the services were performed. Payments for additional compensation

using grant funds must be requested and approved within the appropriate grant funding period.

6. The activities listed below are considered additional responsibilities for which an employee may receive extra compensation:
 - a. special projects assigned by approved university administrators that are in addition to an employee's normal responsibilities;
 - b. intra-university consulting or other special services conducted for a university department or area other than the employee's department;
 - c. services beyond normal duties of the position held which cannot be reimbursed by compensatory (comp) time, including incidental ~~work-activities~~ on ~~research and sponsored programs~~ grants [see Compensation from Grants, Contracts and Other Sponsored Agreements (12.1)];
 - d. increases in teaching load (overload) approved by the provost/vice president for academic affairs; and
 - e. duties performed by an employee not under contract at the time the duties must be performed (except for start dates that are outside of the academic year), or those that are not considered in the base salary.
7. The base salary period for a full-time faculty appointment is the academic year (normally September 1 through the following May 31). Summer months and periods of time during the academic year when the university is not in session, e.g., weekends, holidays, semester breaks, are not included in the base salary period.
8. On occasion, regular university activities for which faculty are responsible are scheduled outside the base period; *and* are assumed to be included in the *institutional* base pay, and therefore are not eligible for extra compensation (examples include Showcase Saturday and Freshman Orientation.)
9. Additionally, the university may employ faculty members during the summer months for specific teaching, research, or ~~grants~~~~sponsored agreement~~ assignments for which they are paid a salary.
10. Any individual who is dually employed (rather than ~~sponsored project~~~~grant~~ funded) with the university and with another state or federal agency must obtain prior written approval from the president and Board of Regents before entering into any activity for which compensation in excess of ~~base salary~~ *IBS* is to be

requested or paid. See Dual Employment (11.7.)

III. Types of Extra Compensation

There are three types of compensation in excess of ~~base salary~~ *BS*: (1) salary supplements; (2) stipends; and (3) additional compensation.

1. Salary Supplements:

"Salary supplement" means a payment that temporarily augments the base appointment salary. When the special assignment ends, the salary reverts to the base appointment salary. A salary supplement increases the base appointment salary for the purpose of calculating the maximum amount an employee may receive in additional compensation. See section 3, below.

- a. Payment of salary supplements *for interim appointments and endowed positions* ~~are~~ approved either directly by the Board of Regents or indirectly through board policy and must be reviewed and approved annually. *Salary supplements for overload assignments do not require board approval.*
- b. Salary supplements appear on the regular monthly payroll check and are included in all benefit calculations *except health insurance and longevity.*
- c. Salary supplements are requested on the Electronic Personnel Action Form (EPAF) or the EPAF Origination Request Form.
- d. Salary supplements cannot be paid from grant, ~~contract, or sponsored agreement~~ *accounts/funds.*
- e. Examples of salary supplements may include compensation for: (1) interim appointments; (2) faculty course overloads [Overload Assignments (7.20)]; and (3) endowed positions.

2. Stipends:

"Stipend" means a lump-sum payment in addition to the base appointment salary that provides recognition or incentives to employees as established in university policy. A stipend does not increase the base appointment salary for the purpose of calculating the maximum amount an employee may receive in additional compensation (see section 3, below) and is not counted as additional compensation.

- a. Payment of stipends *may be approved by any of the following methods: either*
 - directly by the Board of Regents; ~~or~~
 - indirectly through board policy; *or*
 - ~~a. • Stipends must be approved unless otherwise provided by other policy,~~ by the appropriate vice president or president.
- b. Stipends are requested on the Stipend Authorization form and are paid on the monthly payroll, but are not included in benefits calculations.
- c. Stipends can be paid from designated, auxiliary, and gift accounts.
- d. Stipends cannot be paid from state appropriated fund ~~accounts~~ or grant, ~~contract, or sponsored agreement accounts~~ *funds*.
- e. Examples of stipends may include: (1) the Regents Professors Award [Regents Professor (7.24)]; (2) the President's Staff Award; (3) teaching excellence awards; (4) compensation for online courses not paid for by sponsored agreements [Distance Education Faculty Competencies and Compensation (7.9)]; (5) payments for off-campus teaching assignments [Off-Campus Credit Courses (5.13)]; (6) incentive payments; and (7) musical or theatrical performances at university-sponsored events.

3. Additional Compensation:

"Additional compensation" means a payment in addition to the ~~base appointment salary~~ *IBS* for work that is clearly in addition to regularly assigned duties and that must be performed outside of normal working hours or during vacation or compensatory time, as appropriate. Additional compensation does not affect the ~~base appointment salary~~ *IBS*.

Additional compensation is subject to a cap equal to 25 percent of the 9- or 12-month base appointment salary. The cap applies to all sources of funds. (See *subsection h* below.)

Additional compensation is included in all benefit calculations except health insurance *and longevity*.

- a. Requests for additional compensation (1) must be submitted in writing; (2) must be submitted in advance, before work is started, on the Authorization for Additional Compensation Services form, and (3) must be approved for payment after services are rendered on the Authorization for Additional

Compensation Payment form. Consequences for late submission of forms may result in a delayed payment to the employee. Additionally, the appropriate vice president will be notified of the individual(s) failure to follow university policies and procedures.

- b. Departments that want to have a non-exempt employee perform additional compensation work for them must complete the authorization request form and include a time report with the payment request form.
- c. A description of the extra work and documentation of the additional compensation shall be maintained by the department chair, division director or other primary administrator who initiated the request for additional compensation.
- d. Department chairs, division directors, and all deans shall analyze carefully the total professional commitments, including outside consulting, of the employee requesting additional compensation. Additional compensation should be approved only if the employee's and the department's general functions will not be adversely affected.
- e. If allowed by a sponsor, additional compensation may be paid from grant,~~contract, or other sponsored agreement~~ funds. *The Authorization for Additional Compensation Services form* ; ~~however, all such requests for additional compensation must be approved and routed with by the employee's dean or primary administrator with the~~ *ORSP Additional Compensation Verification form* to the Office of Research and Sponsored Programs for verification of sponsor approval [see Compensation from Grants, Contracts, and Other Sponsored Agreements (12.1)].
- f. Examples of additional compensation may include: (1) interdepartmental consulting or short-term, incidental ~~work activities~~ on grants, ~~contracts, or other sponsored agreements~~; (2) casual, seasonal work; and (3) teaching SFA 101.
- g. At no time can the rate of pay for additional compensation exceed the employee's normal rate of pay.
- h. Additional compensation is subject to the maximum salary limits described below.
- i. Maximum Salary for 12-month Employees:

Employees on 12-month fiscal year (FY) appointments may receive up

to 25 percent of their current ~~base appointment salary~~ *IBS* in additional compensation (see example below).

12-month Employee Example: A 12-month employee with an annual base salary of \$60,000 may earn additional compensation up to \$15,000 for a maximum salary of \$75,000 in a fiscal year.

$$\begin{aligned} \$60,000 \times 0.25 &= \$15,000 \text{ maximum additional compensation} \\ \$60,000 + \$15,000 &= \$75,000 \text{ maximum 12 month compensation} \end{aligned}$$

ii. Minimum Salary for 9-month Faculty Members:

Faculty members on 9-month academic year (AY) appointments may receive up to 25 percent of their current ~~base appointment salary~~ *IBS* in additional compensation (plus summer salary, see (3) below).

9-month faculty example: A faculty member with a 9-month AY base salary of \$45,000 may earn additional compensation during the nine-month appointment of up to \$11,250, for a maximum nine-month salary of \$56,250.

$$\begin{aligned} \$45,000 \times 0.25 &= \$11,250 \text{ maximum in additional compensation} \\ \$45,000 + \$11,250 &= \$56,250 \text{ maximum 9 month compensation} \end{aligned}$$

iii. Maximum Summer Salary for Faculty Members:

Summer Teaching Assignments_- The maximum summer salary for teaching assignments is summarized in university policy, Faculty Compensation ~~Plan~~ (12.6). See also Summer Teaching Appointments (7.28).

Summer Faculty Example: A faculty member with a 9-month AY base salary of \$45,000 that earns \$15,000 in summer salary (equal to 3/9th) may earn additional compensation during the 3-month summer of up to \$3,750, for a maximum salary of \$18,750 in a summer, *provided that the additional compensation is earned for work that is clearly in addition to regularly assigned duties and is performed outside of normal working hours or during vacation or compensatory time, as appropriate.*

$$\$45,000/9 \text{ mo} \times 3 = \$15,000 \text{ maximum summer salary (3/9th).}$$

$\$15,000 \times 0.25 = \$3,750$ maximum in additional compensation

$\$15,000 + \$3,750 = \$18,750$ maximum summer compensation

The maximum summer salary paid from grants, ~~contracts, or other sponsored agreements~~ may be further limited based on the source of funds ~~(for example, the National Science Foundation)~~. See Compensation from Grants, Contracts and Other Sponsored Agreements (12.1).

Cross Reference: Summer Teaching Appointments (7.28); Off-campus Credit Courses (5.13); Overload Assignments (7.20); Regents Professor (7.24); Grants and Contracts Administration (8.3); Distance Education Faculty Competencies and Compensation (7.9); Compensation from Grants, Contracts and Other Sponsored Agreements (12.1); Dual Employment (11.7); Overtime and Compensatory Time (12.14); Fair Labor Standards (11.14); Faculty Compensation (12.6); Fair Labor Standards Act, 29 U.S.C. § 201 et. seq.; ~~Federal OMB Circular A-21; 2 CFR § 220; 2 CFR § 200.430~~; Uniform Grant Management Standards for the State of Texas; Texas Government Code §§ 605, 658.001-.007, 659

Responsible for Implementation: Vice President for Finance and Administration

Contact for Revision: Vice President for Finance and Administration (Director of Human Resources, Controller, Director of Research and Sponsored Programs)

Forms: Electronic Personnel Action Form (Available online through MySFA under myServices); EPAF Origination Request Form available on the Department of Human Resources website; Stipend Authorization; Authorization for Additional Compensation Services; Additional Compensation Verification form available on the ORSP website; Authorization for Additional Compensation Payment

Board Committee Assignment: Academic and Student Affairs

Security Systems

Original Implementation: July 20, 2010

Last Revision: ~~April 17, 2012~~ April 14, 2015

Stephen F. Austin State University has a commitment to the security and safety of our students, employees and visitors. This policy contributes to the fulfillment of that commitment and outlines how security systems are requested and maintained with the goal of standardizing security system components and processes as much as possible.

DEFINITIONS

Access Controls

Access control systems enable the monitoring and control of access to facilities and resources. In the context of physical security these systems record the request for and subsequently allow or deny access to the requested area or resources. These systems may include but are not limited to: access card, numeric code, biometric identification or proximity device for access.

Hold-up and Panic Alarms

These systems are devices that signal the *Department of Public Safety (DPS)* ~~University Police Department (UPD)~~ of an event in which the personal safety of a member of the university community is in jeopardy. No on-site audible or visual signal is present in such applications. Locations where such systems could be installed include but are not limited to locations an armed robbery could be a threat or where staff may be subject to personal jeopardy.

Intrusion Detection Systems

These are systems commonly referred to as “burglar alarms” and generally consist of door contacts, motion detectors, and glass breakage sensors. When these devices are triggered they signal a control panel to activate both an on-site audible alarm as well as register an alarm at the ~~UPD~~ *DPS* central monitoring station.

Security Camera Systems

These systems are devices designed to transmit video and/or audio signals to a monitoring station or recording device. The use of security cameras is generally for purposes of monitoring property subject to theft and supervising sensitive access points or offices/areas subject to disruptive behavior. No department is permitted to install *any type of covert* security cameras with the exception of ~~UPD~~ *DPS*. These systems must be configured to be continuously monitored or

recorded. "Dummy" security cameras are not permitted.

Security Systems

The term "security systems" as used in this policy is defined as any singular system or any combination of the systems defined above.

APPROVAL AUTHORITY

All security systems must be approved by the *executive director of public safety/*chief of ~~University p~~Police, *or his/her designee* and the appropriate vice president, or president's designee, prior to purchase and installation. Necessary approvals must be provided to Procurement and Property Services prior to orders being placed.

In facility construction and/or renovation planning, all included security systems must be approved by the *executive director of public safety/*chief of ~~University p~~Police *or his/her designee* prior to approval of final plans.

PROCEDURE FOR REQUESTING NEW INSTALLATION

Departments desiring to install a new security system should make a request using the "Work Request Form" available on the ~~DPS~~UPD website. This form requires a detailed proposal, including a description of the site in question and the purpose of the system.

The departmental contact person listed on the request will be contacted by the *executive director of public safety/*chief of ~~University p~~Police, *or his/her designee*, for a consultation to determine the most effective system to accomplish the requesting department's objectives.

Within ten (10) business days of receiving a security system installation request, the *executive director of public safety/*chief of ~~University p~~Police, *or his/her designee* shall approve, disapprove, or recommend modifications or alternatives to the request.

Upon final approval, the purchasing and installation *cost* of the new security system is the responsibility of the department making the request.

Departments faced with a unique situation pertaining to purchase and installation of security systems may request an exception to this section of the policy, in writing, from the *executive director of public safety/*chief of ~~University p~~Police, *or his/her designee* and the appropriate vice president or president's designee.

SYSTEM MONITORING

Upon installation of a security system, ~~DPS~~University Police will monitor the system *for functionality* at no cost to the installing department. Stand-alone security systems (those not monitored by ~~DPSUPD~~) are prohibited.

SYSTEM MAINTENANCE

▪ Requesting Maintenance

When possible, the department covered by the system in need of repair should initiate the repair by using the “Work Request Form” available on the ~~DPSUPD~~ website. Repairs may also be initiated without a work order should ~~DPSUPD~~ become aware of a nonfunctioning or malfunctioning system that is deemed critical.

▪ Cost of Maintenance

- For Security Camera Systems, Intrusion Detection Systems, and Hold-up and Panic Alarms

Any single repair expense of \$200 or less will be covered by ~~DPSUPD~~, while the portion of any single repair expense in excess of \$200 will be billed to the requesting/covered department.

- For Access Control Systems

Equipment, parts and materials, as well as any after hour labor charges will be billed to the requesting/covered department.

PROCEDURE FOR REMOVAL OR MODIFICATION OF A SYSTEM

Security systems are installed for the protection of our students, employees and visitors. Therefore, security systems may not be removed, relocated, or modified without approval of the *executive director of public safety/chief of police, or his/her designee* ~~chief of University Police, or his/her designee~~. Removal or modification should be requested using the “Work Request Form” available on the ~~DPSUPD~~ website.

PROTECTION OF RECORDINGS

For the purposes of security and potential evidence gathering, it is important that any audio or video recorded from security systems be protected.

Any department that has video and/or audio surveillance equipment installed shall provide the ~~University Police~~ Department of *Public Safety* with the appropriate authorization to view, download, capture, monitor, and control this equipment. This enables the ~~DPS~~ ~~University Police~~ ~~Department~~ to maintain a chain of custody regarding evidence recovered from the recording device.

While the ~~DPS~~ ~~University Police~~ ~~Department~~ will be responsible for the administration of all security system equipment, departmental directors and/or other authorized employees within each department with video and/or audio surveillance equipment installed ~~may~~ will have authorization to view ~~footage, capture, download and copy~~ for non-security purposes.

The administration of the equipment will include, but is not limited to, focusing, pan-tilt-zoom (PTZ) controls, software updates, software configuration, download/capture capabilities, and DVR maintenance. Departments may be provided administrative control in coordination with the *executive director of public safety/chief of police or his/her designee* ~~chief of police~~. An individual that accesses suspected criminal or suspicious activity should contact the ~~University Police~~ Department of *Public Safety* immediately.

The ~~University Police~~ Department of *Public Safety* will, on a regular basis, review any and all video and/or audio surveillance equipment to ensure proper recording, viewing capabilities, and determine the need for repair or replacement. When needed, the ~~DPS~~ ~~University Police~~ ~~Department~~ will coordinate with the appropriate repair/replacement company to have the equipment brought back to proper working order.

RETENTION OF SECURITY CAMERA RECORDINGS

Security camera recordings should be retained for a period of no less than 14 days. If existing systems do not provide for a storage period of that length, the maximum storage period possible should be utilized.

Cross Reference: None

Responsible for Implementation: Vice President for University Affairs

Contact For Revision: *Executive Director of Public Safety/Chief of* ~~University Police~~

Forms: Work Request form available on the ~~DPS~~ ~~UPD~~ website

Board Committee Assignment: Building and Grounds Committee

Smoking, *Vaping*, and Use of Tobacco Products

Original Implementation: October 22, 1991

Last Revision: ~~April 17, 2012~~ April 2015

~~Under the authority of sections 101.41 and 95.21(b), Texas Education Code, s~~Smoking, *vaping*, and the use of tobacco products ~~will be~~are prohibited in all buildings, facilities and vehicles owned or leased by Stephen F. Austin State University, except in areas so designated by the university.

Smoking, *vaping*, and the use of tobacco is further prohibited within 20 feet of any entrance to a building or facility.

The university shall attempt to maximize reductions in the costs of insurance based upon the non-use of tobacco *products*.

The university shall develop on-going educational programs to acquaint students, faculty, and staff with the health risks associated with tobacco use.

Cross Reference: Tex. Educ. Code §§ 95.21, 101.41

Responsible for Implementation: President

Contact for Revision: President

Forms: None

Board Committee Assignment: Building and Grounds

Solicitation on Campus

Original Implementation: July, 1980

Last Revision: ~~April 17, 2012~~ April 14, 2015

Definitions

1. Solicitation means the sale or offer for sale of any property or service, whether for immediate or future delivery, and the receipt of or request for any gift or contribution. However, this term does not apply to an appointment between a student or employee, and another person (solicitor), if the appointment does not interfere with or disturb the normal activities of the student or employee, or the university.
2. Campus shall mean all real property over which the university has possession and control by law.
3. University group shall mean a recognized student, faculty, or staff organization.
4. Outside group shall mean any organization or group that is not included within the term "university group."
5. University agent shall mean a person acting in the course and scope of his/her employment on behalf of an academic college, department, or program, or a university council, committee, or auxiliary enterprise.
6. University function shall mean any activity directly sponsored by the university.
7. University department shall mean any academic or administrative department of the university.

Application

1. University functions shall be governed by other policy.
2. Religious groups not affiliated with the university shall be governed by the section on religious groups of this policy.
3. Offers to buy complimentary copies of textbooks are specifically prohibited anywhere on the campus or in any building.

Time, Place, and Manner Regulations

1. No solicitation shall be conducted in any building or structure on the campus. However, the following activities shall not be deemed to be solicitations prohibited by this section:
 - a. From the day the residence halls open through the first day of classes each semester, the sale or offer for sale of any newspaper in an area designated by the appropriate university official.
 - b. The distribution, sale or offer for sale of any newspaper, magazine, or other publication by means of a vending machine or rack in an area designated in advance by the appropriate university official.

- c. The sale or offer for sale of any food or drink item by means of a vending machine in an area designated in advance by the appropriate university official.
 - d. The sale or offer for sale of any publication of the university or of any book or other printed material to be used in the regular academic work of the university.
 - e. The operation by the university or its subcontractor of any bookstore, specialty store, laundry service, cafeteria, student center, or other service facility maintained for the convenience of the students, faculty, and staff.
 - f. The sale or offer for sale by the university or its sub-contractor of food and drink items, programs, and tickets at athletic contests.
 - g. The collection of membership fees or dues by a university group.
 - h. The collection of admission fees for the exhibition of movies or other programs that are sponsored by the university, or a university group, and are scheduled in accordance with the Use of University Facilities (16.33) policy.
 - i. The posting of ads and for sale notices in newspapers or on bulletin boards designated for such purposes by the appropriate university official, provided that such ads and notices posted on bulletin boards conform to the university Signs and Exhibits (16.24) policy.
 - j. University recognized groups conducting fund raising activities approved by the appropriate university official. The university requires that only members of the group approved to conduct fundraising may solicit directly. Non-members may not be used to solicit on behalf of the organization.
 - k. Other solicitation activities as approved by the appropriate university official.
2. No solicitation shall be conducted on the grounds, sidewalks, and streets of the campus except by:
 - a. a university agent; or
 - b. a university group.
 3. Only university departments and the SFA Alumni Association may be approved to solicit as agents of a commercial organization.
 4. Solicitation conducted on the campus must not:
 - a. disturb or interfere with the regular academic or institutional programs of the university;
 - b. interfere with the free and unimpeded flow of pedestrian and vehicular traffic on the sidewalks and streets and at places of entry and exit to university buildings;
 - c. harass or intimidate the person or persons being solicited; or
 - d. violate an exclusivity agreement entered into with the university.
 5. If an individual or group violates the provisions of this policy, the appropriate university official, with the approval of the vice president to whom he/she reports, may prohibit the offender from engaging in any solicitation on the university campus for a specified period of time not to exceed one (1) year. In the case of a repeated violation of these rules, the following sanctions shall apply:
 - a. The appropriate university official with the approval of the vice president to whom

- he/she reports, may suspend or cancel the recognition status of an offending student organization.
- b. The appropriate university official, with the approval of the vice president to whom he/she reports, may suspend the use of university facilities by an offender in accordance with the Penalty and Hearing section of the Use of University Facilities (16.33) policy;
 - c. The university may prosecute an offender for trespass in accordance with Chapter 51 of the Texas Education Code.

Procedures for Conducting Raffles on Campus

1. University groups authorized to conduct raffles under the Charitable Raffle Enabling Act (Tex. Occ. Code Ch. 2002) may conduct raffles on campus.
2. All proceeds from the sale of tickets must be spent for the charitable purposes of the organization.
3. The qualified university group is limited to two (2) raffles per calendar year (January 1 - December 31) and may not conduct more than one (1) raffle at a time. This will be monitored by the Office of Student Organizations and Greek Life.
4. The sponsoring university group may not promote the raffle through television, radio, newspaper, or other medium of mass communication by the use of paid advertising, or promote or advertise statewide, other than on the university group's internet website or through a publication or solicitation, including a newsletter, social media or e-mail, provided only to previously identified supporters of the university group. The tickets for the raffle may not be sold or offered for sale statewide.
5. The university group conducting the raffle may not compensate a person directly or indirectly for organizing or conducting a raffle or for selling or offering to sell tickets to the raffle, unless that person is employed by the university group and the work organizing or conducting the raffle is no more than a de minimis portion of that person's employment with the university group. Persons who are not members of the university group may not sell or offer tickets to the raffle.
6. The university group conducting the raffle must have the prize in its possession or post bond for the full amount of the money value of such prize before raffle tickets are sold. The prize awarded at a raffle may not be money and the value of the prize may not exceed \$25,000. The following must be printed on each raffle ticket sold or offered for sale:
 - a. the name of the university group conducting the raffle and the address of the organization or of a named officer of the organization;
 - b. the price of the ticket; and
 - c. a general description of each prize that has a value of more than \$10 and is to be awarded in the raffle.

Financial Policies of Student Organizations

1. The dean of student affairs may request a financial statement of any student organization at any time. The requirements of the financial statement shall be established by the dean of student affairs.
2. Any registered student organization failing to comply with the provisions of this section may be subjected to sanctions provided by the Time, Place, and Manner Regulations section.

Additional Rules

In addition to these rules, solicitation conducted in:

- a. residence halls must comply with the rules governing residence halls.
- b. the Baker Pattillo Student Center must comply with the rules governing the Baker Pattillo Student Center; and
- c. academic buildings must comply with the rules governing academic buildings.

Cross Reference: U.S. Const. amend. I; U.S. Const. amend. XIV, §1; Charitable Raffle Enabling Act, ~~Tex. Educ. Code §§ 51.204, 101~~; Tex. Occ. Code Ch. 2002; *Tex. Educ. Code* §§ 51.204, 101; Use of University Facilities (16.33); Signs and Exhibits (16.24)

Responsible for Implementation: Vice President for University Affairs

Contact for Revision: Dean of Student Affairs

Forms: Fundraising Approval

Board Committee Assignment: Building and Grounds

Staff Development

Original Implementation: September, 1990

Last Revision: ~~April 17, 2012~~ April 14, 2015

Opportunities for staff development shall be provided on a limited basis as funds designated for this purpose are available. Projects must be related to the employee's current university responsibilities or be directly related to skills or information relevant to a specific university job or position the employee is seeking that is within his/her career path. Typical staff development projects may include formal education such as short courses, seminars or college-level courses and/or training courses or seminars related to computers or other electronic or mechanical equipment.

The following should guide the preparation and approval procedure for staff development proposals.

1. Projects may be proposed and approved for non-faculty, full-time staff members, either exempt or non-exempt.
2. Any eligible employee, as defined in item 1 above, may submit a proposal for either himself/herself or for an employee who reports to him/her.
3. Proposals, containing a detailed description of the project/program and estimated costs, must be submitted to the employee's immediate supervisor and routed for approval through administrative channels to the appropriate vice president.
4. A copy of the proposal showing the amount approved by the vice president must be attached to any travel request, voucher, etc., required for payment or reimbursement.

Cross Reference: Employee Scholarship Program (12.5)

Responsible for Implementation: Vice President for Finance and Administration

Contact for Revision: Director of Human Resources

Forms: None

Board Committee Assignment: Academic and Student Affairs

Student Accounts Receivable

Original Implementation: July 15, 2008

Last Revision: ~~April 17, 2012~~ April 14, 2015

PURPOSE

This document establishes guidelines for the prudent collection of student accounts receivable in the best interest of Stephen F. Austin State University and the state of Texas. Although this policy primarily applies to student accounts receivable, including certain university issued short term loans, procedures stated herein may be used to process other delinquent receivables from vendors and non-student accounts. This policy does not apply to the write-off of any federal loans. *Policy procedures will be maintained by the controller's office, for at least the following:-*

POLICY STATEMENT

~~Stephen F. Austin State University is responsible for determining whether the extension of credit in specific cases to students is appropriate and in the best interest of the university to do so. It is the responsibility of the controller's office to establish the following:~~

- a process to ensure that the requested extension of credit is not a prohibited transaction;-
- a procedure to ensure that any extension of credit (installment plan contract, short term loan request, or repayment agreement) is done so in a prudent manner, including the use of standardized credit applications and legal authority required for approval of the requested credit;-
- a procedure whereby credit is not extended to students who are in default on other obligations or for whom previous obligations have been written off as uncollectible. If a student account is in default, a transcript and registration hold will be placed on the account;-
- procedures for managing and monitoring the billing and collection activities on student accounts;-
- procedures for recording and monitoring credit extended and subsequent payments received on student accounts; *and*:-
- procedures to ensure that amounts reported as receivables on the financial statement are recorded in accordance with generally accepted accounting principles.

CRITERIA FOR RECOGNIZING AN ACCOUNT RECEIVABLE

A student account receivable will be recognized (recorded in the university's financial records) when:

- a student has enrolled for classes at the university or has been registered for classes by the university;
- a student has incurred charges for costs associated with attendance (tuition, fees, housing and meal charges, post office charges, book purchases, *parking permits and fines*, etc.) from which a benefit to the student is derived;
- payment is due to the university from the student or a third party;
- the revenue from the transaction has been recognized in the university's books and records;
- payment has not been received (collected) by the university from the student or third party;
- the accounts receivable does not represent an extension of credit that is prohibited by law; and,
- the recording is deemed to be appropriate by the university's fiscal officers.

RECORDING AN ACCOUNT RECEIVABLE IN THE FINANCIAL RECORDS

An account receivable is recorded in the financial records automatically by the registration *and billing* process. These entries credit the appropriate revenue accounts and debit the appropriate account receivable accounts in the university's accounting system.

In the event that a student withdraws during the semester, the accounts receivable outstanding balance is reduced by the appropriate percentage refund rate relevant at the time of withdrawal.

RECONCILING ACCOUNTS RECEIVABLE

The controller's office maintains adequate records of student accounts receivable and prepares a reconciliation of the student receivable records and the financial accounting records on a timely basis.

AGING ACCOUNTS RECEIVABLE

The controller's office also maintains an aging schedule for all student accounts receivable with the total of the aging schedule balanced to the total recorded accounts receivable. The following aging brackets are to be used:

- Greater than 30 days old
- Greater than 90 days old
- ~~Greater than 180 days old~~
- Greater than 1 year old
- ~~Greater than 5 years old~~

At year end, other ranges may be analyzed to aid in the process of the calculation of the allowance for doubtful accounts.

COLLECTING ACCOUNTS RECEIVABLE

The size of the account receivable may influence the collection efforts. The expenditure of time, effort, and money to collect large accounts receivable is appropriate; however, the same efforts expended on very small accounts receivable may not be economical. Guidelines as to the level of attention and the efforts expended on accounts receivable will be set by the university based on recommendations from collection agencies and management.

The following steps are conducted in collecting accounts receivable which are delinquent or in default.

An account will be considered delinquent or in default if the following apply:

- the account balance is at least ~~181~~ 30 days old (~~approximate time semester concludes~~);
- the debtor has not exhibited concern regarding the delinquent account (i.e., requested a repayment agreement); and,
- the debtor is not an active student.

~~Aging Bracket in Days with Approximate Billing and Collection Activity on Delinquent Accounts~~

Active Students:

Active Students are billed throughout the term with due dates set by the business office. Students may be assessed penalties for late payments, but will not be turned over for collection in the term they are actively enrolled.

- ~~0 – 30 Payment in full is due unless student is approved for installment plan, repayment agreement, institutional short term loans, or has other pending financial aid.~~

- ~~▪ 1-120 Business office emails students with balances due.~~
- ~~▪ 1-180 Transcript and registration holds are placed on student accounts that are past due.~~

Inactive Students:

- ~~▪ 0-30 Business office mails first demand letter to students with outstanding balances.~~
- ~~▪ 30-60 Business office mails second demand letter to students with balances of \$100 or more, giving students 30 days to pay any outstanding balance prior to turning over account to collection agency.~~
- ~~▪ 60-90 Business office applies outstanding general deposit to delinquent student accounts and compiles list to send to collection agency.~~
- ~~▪ 60-90 Collection agency sends warning letter to students with account balances of \$100 or more giving student 30 days to make payment or repayment agreement without incurring collection fees.~~
- ~~▪ 60-120 Student has 30 days to make payment without penalty.~~
- ~~▪ 90-150 Collection agency actively pursues collection. Collection agency fees added. Payments in this time period to either the university or the collection agency will be subject to the collection agency fees.~~
- ~~▪ 90-150 Business office notifies Texas Comptroller of Public Accounts to initiate warrant hold process, ensuring that no treasury warrant is issued to the indebted student (Texas Government Code, § 403.055).~~
- ~~▪ 576-1500 Accounts returned from collection agency. Business office may refer account to alternate collection agencies for second or third referral (at business office discretion).~~
- ~~▪ 576-1825 Accounts turned over to Texas attorney general's office (at business office discretion).~~

Delinquent accounts will be analyzed and processed on a regular basis. Any general deposits will be applied to students' outstanding balances to defray the amounts due to the university. After this analysis, accounts on inactive students will be subject to collection activity. Attempts will be made to contact students before delinquent accounts are turned over to collections. Students will not be assessed any collection agency fees or collection costs if they make a payment or request to set up a repayment fee during the communication and contact period(s). After communication and contract periods expire, accounts will be placed with a collection agency or an attorney. ~~are subject to the following:~~ The collection agency may give the student an additional 30-day period prior to assessing fees. Collection fees will be ~~Fees are~~ calculated and added to the student's account either immediately when turned over for collection or after the last 30-day warning letter period has ~~been sent~~ expired. These fees assessed to the student will be negotiated in advance with the collection agencies and are subject to approval from the

Texas ~~attorney~~ ~~Attorney general's~~ ~~General's~~ office. Additionally, ~~a~~Accounts may will also be reported to the Texas Comptroller of Public Accounts as authorized by Texas Government Code § 403.055 to ensure that no treasury warrants are issued or payments are paid to the debtor until the debt is paid.

If a debtor with a delinquent account *establishes a repayment agreement and makes monthly-scheduled* payments towards the balance ~~or begins making monthly payments~~ within *one of the warning periods, 30-day windows after the collection agency warning letter has been* the debtor will be treated as an “active” student and will not be turned over to a collection agency unless monthly payments cease before the account balance is paid in full. If the ~~—~~account is turned over for collection, *collection costs, collection agency fees and/or attorney fees* will apply. ~~Regardless, there~~ *There* -will be transcript and registration holds placed on the *student's* account until the balance has been paid in full.

If a debtor has received a ~~30-day~~ warning letter and begins making ~~monthly~~ *regular* payments but then stops making ~~monthly~~ *regular* payments, the debtor will be sent to an outside collection agency *or attorney* without further notice to the debtor.

All demand letters should be mailed in compliance with applicable collection laws. If an address correction is provided by the United States Postal Service, the demand letter should be mailed to the corrected address prior to the referral procedures described above. Demand should be made upon every debtor prior to referral of the account to an outside collection agency and the attorney general.

WRITE-OFF OF AN UNCOLLECTIBLE ACCOUNT

The following accounts may be subject to write-off:

- Accounts receivable up to \$10 may be written off by the controller if all collection efforts have been completed and the account has been outstanding for 5 years.
- Accounts receivable between \$10 and \$1,000 may be written off by the controller if returned as uncollectible by more than two outside collection agencies (first and second referrals) and the account has been outstanding for 5 years.
- Accounts receivable over \$1,000 returned as uncollectible by at least three outside collection agencies (first, second and third referrals) and ~~has been~~ outstanding for 5 years ~~must~~ *may* be referred to the vice president for finance and administration for write-off approval. Requests for write-off should include name, amount, school term, and a statement as to why that accounts receivable has been determined to be uncollectible.

A list of all accounts written off will be filed in the controller's office and all student accounts that have been written off will be flagged in the student system. Additionally, a transcript and

registration hold will be placed on these student accounts to prevent these persons from receiving future university services until their balances have been paid in full. Warrant holds placed on the student's account will not be removed until the balance is paid in full.

The following accounts will be forgiven and permanently written off, and the student's account will be marked as paid in full:

- Deceased debtors. If the debtor is deceased, the delinquent obligation should be classified as uncollectible and permanently written off after *the business office receives a copy of the death certificate or other proof of death. attempts to collect against the estate have been unsuccessful.*
- Residual amounts as deemed appropriate by the vice president for finance and administration after application of any property deposit, and within guidelines set by state and federal regulations.

FORGIVENESS OF DEBT VERSUS WRITE-OFF OF UNCOLLECTED ACCOUNTS

The write-off of an uncollected account is a bookkeeping entry only and does not relieve the debtor from his financial responsibility to the university. Although the uncollected account has been removed from the financial books and records (i.e., written-off as uncollectible), the university may still have a claim against the debtor and may still seek legal remedy (i.e., file suit for collection in a court of law). Therefore, it is the responsibility of the controller's office to maintain adequate records regarding legal financial obligations (i.e., debts) owed to the university.

Student accounts receivable that are forgiven because of the student's death or because the account balance is considered residual will be treated as paid in full, and records will be treated consistent with other student accounts that have been paid in full.

ALLOWANCE FOR DOUBTFUL ACCOUNTS

The university records an allowance for doubtful accounts on past due accounts for all accounts that have not been written off or forgiven. Prior to closing each fiscal year's books, the controller's office will analyze and adjust the allowance for doubtful accounts, with offsets to the appropriate revenue accounts or bad debt expense, in accordance with accounting guidelines. An allowance for doubtful accounts will be set up as a contra-receivable in each appropriate general ledger.

Cross Reference: Texas Comptroller of Public Accounts Fiscal Policies & Procedures, Accounting for Uncollectible Accounts (APS 027); Tex. Gov't Code § 403.055; Ch. 2107

Responsible for Implementation: Vice President for Finance and Administration

Contact for Revision: Controller

Forms: None

Board Committee Assignment: Finance and Audit

Student Employment

Original Implementation: June 18, 1987

Last Revision: ~~January 27, 2015~~ April 14, 2015

This policy pertains to students employed in student assistant positions and/or college work-study student assistant positions.

1. Students seeking on-campus employment may view on-line jobs at <https://careers.sfasu.edu>. Students must apply on-line and the hiring department will arrange an interview.
2. All students employed by the university are required to complete an orientation process provided by human resources before their first day of employment. It is the employing department's responsibility to ensure that all new student assistants report to human resources for paperwork processing before they begin work. If students have not worked on campus previously, they should attend training provided by career-services in the Rusk Building. It is the responsibility of the department to make sure the student workers attend this training. Once the necessary employment forms and trainings have been completed, the student may be authorized to work on campus. Students working in college work-study positions must obtain authorization from the financial aid office each semester they intend to work.

The hiring department will complete an electronic personnel action form (EPAF) to set up the student's job assignments. Rate-changes and new account assignments must also be completed on an EPAF. Terminations from employment with the university and the ending of a job assignment are also documented through completion of the proper EPAF.

3. Student employees may not exceed 115 total working hours per month (approximately 26.5 hours per week). This limitation applies to all semesters, for the dates between the semesters, including summers and holidays. *Exceptions must be reviewed and approved by human resources.* Total working hours are any hours worked and owed compensation as defined by the Fair Labor Standards Act (FLSA). Total working hours may not exceed forty (40) hours in one week.
4. To be eligible for on-campus employment during the fall or spring semesters as a student assistant, a student must carry six (6) or more semester hours. It is the employing department's responsibility to ensure that student assistants are enrolled for the required number of semester hours. SFA student assistants enrolled for 1-5 academic hours must be approved by the dean of student affairs, as indicated on the Departmental Approval to Work While Enrolled for Fewer Than 6 Hours form. This form may be found on the student employment page of the human resources website.

During the summer, student assistants must be enrolled for three (3) or more hours of

coursework or be registered for courses in the upcoming fall semester to be eligible for student assistant summer employment.

5. Departments should contact human resources if they have questions concerning an appropriate pay rate. Students should be paid no less than minimum wage and no more than \$15.00 per hour. If a department wants to set up an internal pay structure for their department, they may contact human resources for assistance.
6. Job vacancies requiring services of SFA students should be posted at <https://careers.sfasu.edu> for at least three days before the employing department recommends appointment of a candidate to fill the opening. In order to be considered an applicant for a student position, students must apply online. It is the employing department's responsibility to notify human resources immediately when the job is filled. A department may request to waive the requirement of posting a student position in unique circumstances by contacting the director of human resources in writing. Approval of such exception is authorized by the director of human resources or their designee.
7. College work-study (CWS) is a federal or state funded program designed to provide financial aid to those students choosing to earn a portion of their educational expenses. The financial aid office determines the student's eligibility for CWS employment in accordance with established federal guidelines. Departments allocated CWS funds should be aware of the following procedures:
 - A. The college work-study program is a form of student employment and is subject to the conditions outlined above.
 - B. To be eligible for the CWS program, the student must first complete the financial aid application for need-based aid by the established deadline. If the results of the need analysis indicate the student is eligible for CWS, and the student expresses an interest in the program, the financial aid office will make the award accordingly.
 - C. The student must reapply for CWS each academic year. If the student wishes to be employed through the CWS program in the summer, he/she must request that the financial aid office review his/her file for eligibility in the preceding spring semester.
 - D. Before beginning employment, each student must present to the employing department a copy of their current year award notification from their MySFA account. This notification will indicate the maximum amount of money the student may earn during a given semester(s) of employment by the university on a college work-study account. It is important to note that this amount is the maximum amount that can be paid from a CWS budget. It is the employing department's responsibility to control the hours worked by the

CWS personnel to be absolutely certain that the student does not earn more than the amount of money allowed from CWS funds. The student must accept the work-study award before he/she can accept a work-study position.

Federal regulation specifies that work-study students cannot work during their regularly scheduled class hours. It is the responsibility of the employing department to ensure that working hours do not conflict with a student's class time. This can be determined by comparing the time clock entries with the student's class schedule. If after review by the financial aid office it is determined that a student has worked during regularly scheduled class hours, wages for those hours cannot be paid from college work-study funds but will have to be paid by the employing department.

Once the student has earned the total amount of his/her CWS award, the department must prohibit the student from being paid from their CWS account. At that time the department may choose to -either pay the student worker out of their departmental account as a "student assistant" or -terminate the student employee and must complete an EPAF to make this change.

It is recommended that departments do not employ CWS students on their CWS and department accounts simultaneously. They should first exhaust their CWS allotment funds and then appoint the student to their departmental account.

A fall award notification allows the student to work from August through December. A spring award notification allows the student to work from January through May. A summer award notification allows the student to work from May through August. The division between the summer sessions is determined by the university's summer calendar. Exact dates vary from year to year and are determined by the financial aid office.

If questions arise concerning the college work-study program, call the financial aid office.

8. Student assistants may not hold any other position such as a graduate assistantship or temporary casual employment at the same time they are employed as a student assistant or work study assistant.

International Student Employees:

International students working on campus must provide sufficient documentation validating work authorization. Federal regulations limit international student employees to 20 hours per week while classes are in session (fall and spring semesters). International students will not be allowed to work until they have a social security number. Questions about documentation and identification requirements may be answered by human resources.

Graduate Assistantships:

Employment authorization and processing of graduate assistants goes through the human resources office and the graduate office.

Nepotism:

University policy regarding nepotism applies to student employment. See Nepotism (11.16).

Cross Reference: Nepotism (11.16); Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359; 42 U.S.C. §§ 2751-2756(b); 8 C.F.R. § 214.2(f); 34 C.F.R. § 675.20(c)

Responsible for Implementation: Vice President for Finance and Administration

Contact for Revision: Director of Human Resources

| **Forms:** Departmental Approval to Work While Enrolled for Fewer than 6 –Hours (online), I-9 Form, I-20 Form, I-94, W-4 Form (human resources).

Board Committee Assignment: Academic and Student Affairs

Terminal Degrees

Original Implementation: July 21, 2009

Last Revision: ~~April 17, 2012~~ April 14, 2015

Stephen F. Austin State University is committed to maintaining a high quality faculty. Toward that end, the university aspires to recruit and retain faculty members with terminal degrees in their disciplines. A terminal degree is defined as the generally accepted highest degree in a field of study.

As a general rule, possession of an earned doctorate or other recognized terminal degree from an accredited institution in an area appropriate to the individual's discipline ~~shall~~ will be required for appointment to a tenure-track or tenured faculty position.

Exceptions to the requirement of a terminal degree may be made by the provost and vice president for academic affairs, but only upon recommendation by the academic unit ~~chair/director/head~~ and dean of the college. The following circumstances may justify approval of an exception to the requirement of an earned doctorate or other recognized terminal degree in a discipline-related field: (a) well-documented preparation and experience appropriate to the discipline that meets accreditation standards; or (b) exceptional preparation and experience for instruction in a discipline when the faculty member has a doctorate or other recognized terminal degree in another area.

Terminal degree requirements for appointment to a tenure-track position ~~shall~~ will be clearly stated in position announcements.

Where appropriate, an offer of employment ~~shall~~ will provide the time period in which the terminal degree must be completed.

Verification of a completed terminal degree ~~shall~~ will require an official transcript sent directly to the Office of Academic Affairs by the degree-granting institution.

Cross Reference: Academic and Professional Qualifications (7.1); Academic Appointments and Titles (7.2); File Maintenance for Faculty Personnel Files (4.6)

Responsible for Implementation: Provost and Vice President for Academic Affairs

Contact for Revision: Provost and Vice President for Academic Affairs

| **Forms:** Faculty Certification of Credentials; Recommendation for Appointment

Board Committee Assignment: Academic and Student Affairs

USA Patriot Act

Original Implementation: October 17, 2002

Last Revision: ~~April 17, 2012~~ April 14, 2015

The USA Patriot Act, otherwise known as Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT ACT) makes it unlawful for certain individuals to work with specific biological agents, toxins and delivery systems.

SFA has a small number of faculty, staff and graduate assistant positions that are affected by compliance with this act. For those hired prior to the act and affected by this compliance, the hazardous materials officer will identify and document compliance. Employees with access to the select agents are to be investigated by the federal government. The hazardous materials officer shall submit the employee's names to the US Department of Health and Human Services and the attorney general for investigation. Upon completion of the investigation, the attorney general will promptly notify the secretary and the secretary shall promptly inform SFA whether the employee is granted or denied access.

In order to respond to the requirement with respect to future job vacancies, the Human Resources selection procedure shall include a statement concerning the USA Patriot Act for restricted positions and instructions for compliance. When Human Resources receives a request to advertise a restricted position, additional screening questions will be required of applicants to determine if they meet minimum qualifications before they can be referred for the final hiring decision. The selected candidate will be required to complete a "Statement of Eligibility to Handle Select Biological Agents or Toxins" form. This form should satisfy and address the minimum qualifications and compliance for a final hiring decision or for a person already occupying a position prior to the act's inception.

For additional details on the USA Patriot Act refer to the Human Resources website for the USA Patriot Act - Frequently Asked Questions.

Cross Reference: Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT ACT) and subsequent reauthorizations; Public Health Security and Bioterrorism Preparedness and Response Act of 2002

Responsible for Implementation: President

Contact for Revision: Director of Human Resources

Forms: Statement of Eligibility to Handle Select Biological Agents or Toxins

Board Committee Assignment: Academic and Student Affairs

**RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF
BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY REVENUE
FINANCING SYSTEM REVENUE REFUNDING BONDS; AND APPROVING AND
AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO**

ADOPTED APRIL 14, 2015

**RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF
BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY REVENUE
FINANCING SYSTEM REVENUE REFUNDING BONDS; AND APPROVING AND
AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO**

WHEREAS, in order to reduce costs, increase borrowing capacity, provide additional security to the credit markets, and provide the Board of Regents (the "Board") of Stephen F. Austin State University (the "University") with greater financial flexibility, the Board deemed it necessary and desirable to establish a revenue financing program for revenue supported indebtedness to provide funds to acquire, purchase, construct, improve, renovate, enlarge or equip property, buildings, structures, facilities, roads, or related infrastructure at the University, as well as any institution, branch or entity hereafter placed under the control and governance of the Board, to the extent permitted by Chapter 55, Texas Education Code, including specifically, but not by way of limitation, Section 55.02 thereof; and

WHEREAS, pursuant to the terms of resolutions adopted by the Board (the "Prior Resolutions"), the Board has outstanding certain Previously Issued Parity Obligations (as defined herein) that are secured by a lien on and pledge of the "Pledged Revenues" (as defined herein), which lien and pledge is subject to the lien on and pledge of the "Prior Encumbered Revenues" (as defined herein); and

WHEREAS, the Prior Resolutions established and confirmed the Stephen F. Austin State University Revenue Financing System for the purpose of providing a financing structure for revenue supported indebtedness at the University; and

WHEREAS, the Prior Resolutions permit the Board, to issue "Parity Obligations" secured by a lien on and pledge of the Pledged Revenues on a parity with the Previously Issued Parity Obligations; and

WHEREAS, the Board has determined that it is in the best interest of the University to authorize the issuance of bonds in one or more series to refinance all or a portion of the Potential Refunded Bonds (as defined herein) and to finance the costs of facilities and improvements for the University; and

WHEREAS, the bonds authorized to be issued by this Resolution are to be issued and delivered pursuant to laws of the State of Texas, including Chapters 54 and 55 of the Texas Education Code, and other applicable laws, including Chapter 1207, Texas Government Code, as amended, insofar as it may be required in connection with the objectives of this Resolution and the refunding of any of the Potential Refunded Bonds, and constitute as Parity Obligations in accordance with the Prior Resolutions; and

WHEREAS, the Board finds it necessary and advisable to adopt this Resolution, and further acknowledges that by adopting this Resolution it will be bound by and agrees to follow the covenants set forth in this Resolution; and

WHEREAS, the terms used in this Resolution and not otherwise defined shall have the meaning given in Exhibit "A" to this Resolution attached hereto and made a part hereof;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY:

Section 1. REVENUE FINANCING SYSTEM AND ISSUANCE OF PARITY OBLIGATIONS. In the Prior Resolutions, the Stephen F. Austin State University Revenue Financing System (the "Financing System") has been established and confirmed, for the purpose of providing a financing structure for revenue supported indebtedness to provide funds to acquire, purchase, construct, improve, renovate, enlarge or equip property, buildings, structures, facilities, roads or related infrastructure at the University, as well as at any institution, branch or entity hereafter placed under the control and governance of the Board, under authority of the pertinent provisions of the Texas Education Code.

Section 2. SECURITY AND PLEDGE. (a) *Pledge.* Subject to the provisions of the resolutions authorizing Prior Encumbered Obligations, Parity Obligations shall be secured by and payable from a lien on the Pledged Revenues, and the Board hereby assigns and pledges the Pledged Revenues to the payment of the principal of, premium, if any, and interest on Parity Obligations, and the Pledged Revenues are further pledged to the establishment and maintenance of any funds which may be provided to secure the repayment of Parity Obligations in accordance with this Resolution. The Board may execute and deliver one or more Credit Agreements to additionally secure Parity Obligations. Credit Agreements may also be secured by a pledge of Pledged Revenues on a parity with or subordinate to Parity Obligations.

(b) *Additional Participants.* As provided in Section 7 of this Resolution, institutions which may hereafter come under the control and governance of the Board may become Participants in the Financing System and such institutions may, at such time, have outstanding obligations secured by the Prior Encumbered Revenues and that, therefore, the lien on and pledge of the Pledged Revenues established pursuant to this Resolution and effective when such institutions become Participants in the Financing System will be subject and subordinate only to such institutions' outstanding Prior Encumbered Obligations.

(c) *Restriction on Issuance of Additional Debt on a Parity with Prior Encumbered Obligations.* Except as provided in Section 4(g) and for so long as any Parity Obligations are Outstanding, no additional bonds, notes, or other obligations may be issued or incurred by the Board on a parity with any Prior Encumbered Obligations.

(d) *Parity Obligations are Special Obligations.* All Parity Obligations and the premium, if any, and the interest thereon shall constitute special obligations of the Board payable from the Pledged Revenues, and the owners thereof shall never have the right to demand payment out of funds raised or to be raised by taxation, or from any source other than the source specified in this Resolution. The obligation of the Board to pay or cause to be paid the amounts payable under this Resolution out of the Pledged Revenues shall be absolute, irrevocable, complete, and unconditional, and the amount, manner, and time of payment of such amounts

shall not be decreased, abated, rebated, set-off, reduced, abrogated, waived, diminished, or otherwise modified in any manner or to any extent whatsoever, regardless of any right of setoff, recoupment, or counterclaim that the Board might otherwise have against any owner or any other party and regardless of any contingency, *force majeure*, event, or cause whatsoever and notwithstanding any circumstance or occurrence that may arise or take place before, during, or after the issuance of Parity Obligations while any Parity Obligations are Outstanding.

Section 3. COVENANTS RELATING TO PLEDGED REVENUES. (a) ***Rate Covenant.*** In each Fiscal Year, the Board shall establish, charge, and use its reasonable efforts to collect at each Participant the Pledged Revenues which, if collected, would be sufficient to meet all financial obligations of the Board for such Fiscal Year relating to the Financing System including all deposits or payments due on or with respect to (i) the Prior Encumbered Obligations and (ii) all Outstanding Parity Obligations.

(b) ***Tuition.*** Subject to the provisions of the resolutions authorizing Prior Encumbered Obligations and to the other provisions of this Resolution, the Board covenants and agrees to fix, levy, charge and collect at each Participant student tuition charges required or authorized by law to be imposed on students enrolled at each Participant (excepting, with respect to each series or issue of Parity Obligations, any student in a category which, at the time of adoption of a resolution relating to such Parity Obligations, is exempt by law or by the Board from paying such tuition charges). Each student (excluding those exempt from payment as provided above), enrolled at each Participant, respectively, at each regular fall and spring semester and at each term of each summer session, shall pay tuition charges in such amounts, without any limitation whatsoever, as will be sufficient at all times, together with other legally available funds, including other Pledged Revenues, to provide the money to make or pay the principal of, interest on, and other payments or deposits with respect to Outstanding Parity Obligations when and as required. All changes in the tuition charged students at each Participant shall be made by resolution of the Board, but such procedure shall not constitute or be regarded as an amendment of this Resolution, but merely the carrying out of the provisions and requirements hereof.

(c) ***Student Center Fees.*** Subject to the provisions of the resolution authorizing the Series 2004 Bonds, the Board covenants and agrees to fix, levy, charge and collect student center fees required or authorized by law to be imposed on students pursuant to Section 54.520 of the Texas Education Code for the purpose of paying debt service on the Series 2004 Bonds; provided however, that such student center fees shall be used only for the purpose of acquiring, constructing, renovating, operating, maintaining, improving, equipping and financing a university center or additions to the center. All references to Series 2004 Bonds in this subsection shall include any applicable Parity Obligations issued to refund such Series 2004 Bonds.

(d) ***Student Recreational Sport Fees.*** Subject to the provisions of the resolution authorizing the Series 2005A Bonds, the Board covenants and agrees to fix, levy, charge and collect student recreational sport fees required or authorized by law to be imposed on students pursuant to Section 54.5201 of the Texas Education Code for the purpose of paying debt service on the Series 2005A Bonds; provided however, that such student recreational sport fees shall be

used only to purchase equipment for and to construct, operate and maintain recreational sports facilities and programs. All references to Series 2005A Bonds in this subsection shall include any applicable Parity Obligations issued to refund such Series 2005A Bonds.

(e) ***Anticipated Deficit.*** If the Board determines, for any reason whatsoever, that there are not anticipated to be legally available funds, including Pledged Revenues, sufficient to meet all financial obligations of the Board relating to the Financing System including the deposits and payments due on or with respect to Outstanding Parity Obligations as the same mature or come due, or that any Participant in the Financing System will be unable to pay its Annual Direct Obligation in full, then the Board shall fix, levy, charge, and collect such rentals, rates, fees, tuition, or other charges at each Participant in the Financing System with enrolled students, effective at the next succeeding regular semester or semesters or summer term or terms, in such amounts, without any limitation whatsoever (other than as provided in subsection (f) below), as will be at least sufficient to provide, together with other legally available funds, including Pledged Revenues, the money for making when due all financial obligations of the Board relating to the Financing System including all payments and deposits due on or with respect to Outstanding Parity Obligations when and as required by this Resolution.

(f) ***Economic Effect of Adjustments.*** Any adjustments in the rate or manner of charging for any rentals, rates, fees, tuition, or other charges included in Pledged Revenues at any Participant in the Financing System resulting from an event described in subsection (e) above will be based upon a certificate and recommendation of the Designated Financial Officer, delivered to the Board, as to the rates and anticipated collection of the Pledged Revenues at each Participant in the Financing System (after taking into account the anticipated effect the proposed adjustments in such rentals, rates, fees, tuition, or other charges would have on enrollment and the receipt of Pledged Revenues and other funds at each Participant in the Financing System) which will be anticipated to result in (i) Pledged Revenues attributable to each Participant being sufficient (to the extent possible) to satisfy the Annual Obligation of such Participant and (ii) Pledged Revenues being sufficient, together with other legally available funds, to meet all financial obligations of the Board relating to the Financing System including all deposits and payments due on or with respect to (A) the Prior Encumbered Obligations and (B) all Outstanding Parity Obligations, when and as required by this Resolution.

(g) ***Annual Obligation.*** If, in the judgment of the Board, any Participant in the Financing System has been or will be unable to satisfy its Annual Obligation, the Board shall fix, levy, charge, and collect rentals, rates, fees, and charges for goods and services furnished by such Participant and, with respect to Participants with enrolled students, tuition, effective at the next succeeding regular semester or semesters or summer term or terms, in amounts sufficient, without limit (subject to the provisions of (c) and (d) above, respectively), together with other legally available funds, including other Pledged Revenues attributable thereto, to enable it to make its Annual Obligation payments.

(h) ***Additional Participants.*** The Board hereby agrees to apply the covenants hereinabove made to any institution, branch or entity hereinafter placed under the control and

governance of the Board and added as a Participant in the Financing System in accordance with the provisions of Section 7 hereof.

Section 4. GENERAL COVENANTS. The Board further represents, covenants, and agrees that while any Parity Obligations or interest thereon is Outstanding:

(a) ***Payment of Parity Obligations.*** On or before each payment date it shall make available to the Paying Agent for such Parity Obligations or to such other party as required by the resolution authorizing the sale of such Parity Obligations, money sufficient to pay the interest on, principal of, and premium, if any, on the Parity Obligations as will accrue or otherwise come due or mature, or be subject to mandatory redemption prior to maturity, on such date and the fees and expenses related to the Parity Obligations, including the fees and expenses of the Paying Agent and any Registrar, trustee, remarketing agent, tender agent, or Credit Provider.

(b) ***Performance.*** It will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Resolution, and in each and every Parity Obligation or evidence thereof.

(c) ***Redemption.*** It will duly cause to be called for redemption prior to maturity, and will cause to be redeemed prior to maturity, all Parity Obligations which by their terms are mandatorily required to be redeemed prior to maturity, when and as so required.

(d) ***Lawful Title.*** It lawfully owns, has title to, or is lawfully possessed of the lands, buildings, and facilities now constituting the University, and it will defend said title and title to any lands, buildings, and facilities which may hereafter become part of the Financing System, for the benefit of the owners of Parity Obligations against the claims and demands of all persons whomsoever.

(e) ***Lawful Authority.*** It is lawfully qualified to pledge the Pledged Revenues herein pledged in the manner prescribed herein and has lawfully exercised such right.

(f) ***Preservation of Lien.*** Subject to the conditions set forth in Sections 5, 6, and 7 of this Resolution, it will not do or suffer any act or thing whereby the Financing System might or could be impaired, and that it will at all times maintain, preserve, and keep the real and tangible property of the Financing System and every part thereof in good condition, repair, and working order and operate, maintain, preserve, and keep the facilities, buildings, structures, and equipment pertaining thereto in good condition, repair, and working order.

(g) ***No Additional Encumbrance.*** It shall not incur additional Debt secured by the Pledged Revenues in any manner, except as permitted by this Resolution in connection with Parity Obligations, unless said Debt is made junior and subordinate in all respects to the liens, pledges, covenants, and agreements of this Resolution. Notwithstanding anything to the contrary contained herein, and in addition to the right hereunder to refund the Prior Encumbered Obligations with Parity Obligations, the Board reserves the right to issue obligations to refund any Prior Encumbered Obligations and to secure the refunding obligations with the same source

or sources securing the Prior Encumbered Obligations being refunded. Upon the defeasance of the refunded Prior Encumbered Obligations, the refunding obligations will be Prior Encumbered Obligations (unless the refunding obligations are made Parity Obligations in accordance with the terms of this Resolution and the resolution authorizing their issuance) under this Resolution for all purposes.

(h) ***Investments and Security.*** It will invest and secure money in all accounts and funds established pursuant to this Resolution in the manner prescribed by law for such funds, including, but not by way of limitation, the Public Funds Investment Act (Chapter 2256, Texas Government Code), Chapter 163, Texas Property Code, and Section 51.0031, Texas Education Code, and in accordance with written policies adopted by the Board.

(i) ***Records.*** It will keep proper books of record and account in which full, true, and correct entries will be made of all dealings, activities, and transactions relating to the University. Each year while Parity Obligations are Outstanding, the Board will cause to be prepared from such books of record and account an annual financial report of the University and shall furnish such report to the principal municipal bond rating agencies and to any owner of Parity Obligations who shall request same. In addition, the Board shall submit such financial report and other information required by law for examination in connection with financial compliance and other audits required to be conducted by the office of the Auditor of the State of Texas.

(j) ***Inspection of Books.*** It will permit any owner or owners of twenty-five percent (25%) or more of the then Outstanding Principal Amount at all reasonable times to inspect all records, accounts, and data of the Board relating to the University and the Financing System.

(k) ***Annual and Direct Obligations.*** In establishing the annual budget for each Participant in the Financing System, it shall provide for the satisfaction by each Participant in the Financing System of its Annual Obligation. The Direct Obligation shall represent the financial responsibility of each Participant in the Financing System with respect to Outstanding Parity Obligations. Each such Participant's Direct Obligation and Annual Obligation shall be evidenced by a financing agreement between the Board and each Participant.

(l) ***Determination of Outstanding Parity Obligations.*** For all purposes of this Resolution, the judgment of the chief financial officer of the University, presently the Vice President for Finance and Administration, shall be deemed final in the determination of which obligations of the Board constitute Parity Obligations; provided, however, such judgment is subject to confirmation by the Auditor of the State of Texas in connection with the annual audit of the records of the University.

(m) ***Execution of Credit Agreements.*** (i) Should the Board determine that it is in the best interests of the University to obtain a Credit Agreement to enhance the security for or provide for the payment, redemption or remarketing of Parity Obligations, the Board, upon approval of the Attorney General, may from time to time and at any time execute and deliver a Credit Agreement to which the Pledged Revenues are to be pledged. Prior to the Board adopting any resolution authorizing the execution and delivery of any such Credit Agreement, it shall

receive from the University an Officer's Certificate to the effect that (i) the Board has determined that the Participant for whom the Credit Agreement is to be executed and delivered possesses the financial capability to satisfy its Direct Obligation after taking into account the payment obligations under the proposed Credit Agreement, and (ii) to the best of his or her knowledge, the Board is in compliance with all covenants contained in this Resolution and any resolution adopted authorizing the issuance of Parity Obligations, and is not in default in the performance and observance of any of the terms, provisions, and conditions hereof or thereof.

(ii) The lien on and pledge of Pledged Revenues to pay the cost of any such credit agreement may be on a parity with, but not superior to, the lien on and pledge of the Pledged Revenues securing the Parity Obligations.

Section 5. ISSUANCE OF ADDITIONAL OBLIGATIONS. (a) *Parity Obligations.* The Board reserves and shall have the right and power to issue or incur, Parity Obligations for any purpose authorized by law pursuant to the provisions of this Resolution and the applicable laws of the State of Texas governing the issuance of bonds for the benefit of each Participant (currently the University) in the Financing System. The Board may incur, assume, guarantee, or otherwise become liable in respect of any Parity Obligations if the Board shall have determined that it will have sufficient funds to meet the financial obligations of each Participant (currently the University) in the Financing System, including sufficient Pledged Revenues to satisfy the Annual Debt Service Requirements of the Financing System and to meet all financial obligations of the Board relating to the Financing System. In addition, the Board shall not issue or incur Parity Obligations unless (i) the Board shall determine that the Participant for whom the Parity Obligations are being issued or incurred possesses the financial capability to satisfy its Direct Obligation after taking into account the then proposed Parity Obligations, and (ii) a Designated Financial Officer shall deliver to the Board a certificate stating that, to the best of his or her knowledge, the Board is in compliance with all covenants contained in this Resolution and any resolution adopted authorizing the issuance of Parity Obligations, and is not in default in the performance and observance of any of the terms, provisions, and conditions hereof or thereof.

(b) *Non-Recourse Debt and Subordinated Debt.* Non-Recourse Debt and Subordinated Debt may be incurred by the Board without limitation, subject to the applicable laws of the State of Texas.

Section 6. DISPOSITION OF ASSETS ATTRIBUTABLE TO FINANCING SYSTEM PARTICIPANTS. The Board may convey, sell, or otherwise dispose of any properties of each Participant (currently the University) in the Financing System provided:

(a) *Ordinary Course.* Such conveyance, sale, or disposition shall be in the ordinary course of business of such Participant which uses, operates, owns, or is otherwise responsible for such properties; or

(b) *Disposition Upon Board Determination.* The Board shall determine that after the conveyance, sale, or other disposition of such properties, the Board shall have sufficient funds during each Fiscal Year during which Parity Obligations are to be Outstanding to meet the

financial obligations of each Participant in the Financing System, including sufficient Pledged Revenues to satisfy the Annual Debt Service Requirements of the Financing System and to meet all financial obligations of the Board relating to the Financing System.

Section 7. COMBINATION, DIVISION, RELEASE AND ADMISSION OF NEW INSTITUTIONS UNDER THE FINANCING SYSTEM. (a) *Combination and Division.* Notwithstanding anything to the contrary contained herein, it is recognized that certain institutions which may become Participants in the Financing System may be combined or divided and that so long as such combined or divided institutions continue to be governed by the Board such action shall not be in violation of the provisions of this Resolution or require any amendments of the provisions hereof.

(b) *Release.* Subject to the conditions set forth below, any Participant in the Financing System or portion thereof may be closed and abandoned by law or may be removed from the Financing System (thus deleting the revenues, income, funds and balances attributable to said Participant or portion thereof from Pledged Revenues) without violating the terms of this Resolution provided:

(1) the Board approves and delivers an Officers' Certificate to the effect that, to the knowledge thereof, after the release of such Participant or portion thereof, the Board will have sufficient funds during each Fiscal Year in which Parity Obligations shall thereafter be Outstanding to meet the financial obligations of the Board, including sufficient Pledged Revenues to satisfy the Annual Debt Service Requirements of the Financing System and to meet all financial obligations of the Board relating to the Financing System; and

(2) the Board receives an Opinion of Counsel which shall state that such release will not affect the status for federal income tax purposes of interest on any Outstanding Parity Obligations and that all conditions precedent provided in this Resolution or any resolution hereafter adopted governing the issuance of Parity Obligations relating to such release have been complied with; and

(3) (A) if the Participant or portion thereof to be released from the Financing System is to remain under the governance and control of the Board, the Board must either (i) provide, from lawfully available funds, including Pledged Revenues attributable to said withdrawing Participant, for the payment or discharge of said Participant's Direct Obligation or (ii) pledge to the payment of Parity Obligation, additional resources not then pledged in an amount sufficient to satisfy such withdrawing Participant's Direct Obligation; or

(B) if the Participant or portion thereof to be released from the Financing System is to no longer be under the governance and control of the Board and remains in operation independent of the Board, the Board must enter into a binding obligation with the new governing body of the withdrawing institution or the portion thereof being withdrawn, obligating said governing body to make payments to the Board at the times

and in the amounts equal to said Participant's Annual Obligation or to pay or discharge said Participant's Direct Obligation, or, in the case of a portion of a Participant being withdrawn, the proportion of the Participant's Annual Obligation or Direct Obligation, as the case may be, attributable to the withdrawing portion of the Participant.

(c) If, after the date of the adoption of this Resolution, the Board desires for an institution or agency governed by the Board to become a Participant of the Financing System, or if the Board is required by law to assume the governance of an institution or agency, it may include said institution or agency in the Financing System with the effect set forth in this Resolution by the adoption of a resolution amending this Resolution.

Section 8. WAIVER OF CERTAIN COVENANTS. The Board may omit in any particular instance to comply with any covenant or condition set forth in Sections 3 through 7 hereof if before or after the time for such compliance the Owners of the same percentage in principal amount of all Parity Obligations then Outstanding, the consent of which would be required to amend the provisions hereof to permit such noncompliance, shall either waive such compliance in such instance or generally waive compliance with such covenant or condition, but no such waiver shall extend to or affect such covenant or condition except to the extent so expressly waived and, until such waiver shall become effective, the obligations of the Board and the duties of the Board in respect to any such covenant or condition shall remain in full force and effect. For purposes of this Section, if a municipal bond insurance policy has been issued insuring the payment of any Outstanding Parity Obligations, the term Owner shall mean the company that has issued any such insurance policy or policies.

Section 9. AMOUNT, PURPOSE, AND DESIGNATION OF THE BONDS. (a) *Amount and Designation.* The Board's bonds each entitled "BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY REVENUE FINANCING SYSTEM REVENUE REFUNDING BOND, SERIES 2015" are hereby authorized to be issued and delivered in an aggregate maximum principal amount (determined without regard to premium or discount affecting the sale price) of \$49,000,000. The authority of the Designated Financial Officer to execute and deliver the Award Certificate for the Bonds shall expire at 5:00 p.m. on October 13, 2015, such date being one year from the date of adoption of this Resolution. Bonds priced on or before October 13, 2015 may close after such date.

(b) *Purpose.* The Bonds are to be issued for: (i) REFUNDING ALL OR A PORTION OF THE POTENTIAL REFUNDED BONDS AND (ii) PAYING THE COSTS OF ISSUANCE OF THE BONDS.

Section 10. DATE, DENOMINATIONS, NUMBERS, MATURITIES AND TERMS OF BONDS. (a) *Terms of the Bonds.* The Bonds shall initially be issued, sold, and delivered hereunder as fully registered bonds, without interest coupons, numbered consecutively from R-1 upward (except the initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1), payable to the respective initial registered owners thereof, or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"), in the denomination of \$5,000 or any integral multiple thereof (an

"Authorized Denomination"), maturing not later than October 15, 2045, serially or otherwise on the dates, in the years and in the principal amounts, respectively, dated and be either Taxable Bonds or Tax-Exempt Bonds as provided in Section 11, all as set forth in the Award Certificate of the Designated Financial Officer.

(b) ***Award Certificate.*** As authorized by Chapter 1207, Government Code, as amended, the Designated Financial Officer is hereby authorized, appointed, and designated to act on behalf of the Board in selling and delivering the Bond or Bonds and carrying out the other procedures specified in this Resolution, including determining and fixing the date of the Bond or Bonds, any additional or different designation or title by which the Bond or Bonds shall be known, the price at which the Bond or Bonds will be sold, the years in which the Bond or Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of the Bond or Bonds, whether the Bond or Bonds are designated as Tax-Exempt Bonds or Taxable Bonds, the rate or rates of interest to be borne by each maturity, the interest payment periods, any tax gross-up provision, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Board, as well as any mandatory sinking fund redemption provisions, establishing a reserve fund for the Bonds, if any, and all other matters relating to the issuance, sale, and delivery of the Bonds, all of which shall be specified in a certificate of the Designated Financial Officer (the "Award Certificate"); provided that (i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest, if any, thereon from its date to its delivery, (ii) Bonds shall be issued to refund all or a portion of the Potential Refunded Bonds only if such refunding results in a present value savings on the Annual Debt Service Requirements not less than an amount equal to 3% of the principal amount of such Refunded Bonds being refunded, and (iii) the Bonds shall not bear interest at a rate in excess of the maximum rate allowed by law.

In establishing the aggregate principal amount of the Bonds to be issued to refund Refunded Bonds, the Designated Financial Officer shall establish an amount, not to exceed the amount authorized in Section 9, sufficient to provide for the refunding of the Refunded Bonds that will result in a reduction in the Annual Debt Service Requirements that otherwise would be payable from the Pledged Revenues with respect to the Refunded Bonds, on a present value basis of at least 3%. The amount of savings to be realized from the refunding shall be shown in each Award Certificate. The Award Certificate shall also identify the Refunded Bonds being refunded. The Award Certificate is hereby incorporated in and made a part of this Resolution.

(c) ***Sale of Bonds.*** To achieve advantageous borrowing costs for each Participant (currently the University) in the Financing System, the Bond or Bonds shall be sold pursuant to a private placement with a "sophisticated investor" as defined pursuant to federal securities laws (the "Purchaser").

(d) ***In General.*** The Bond or Bonds (i) may and shall be redeemed prior to the respective scheduled maturity dates, (ii) may be assigned and transferred, (iii) may be exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be Tax-Exempt Bonds or Taxable Bonds and (vi) shall be signed and sealed, and the principal of and interest on the Bonds shall be

payable, all as provided, and in the manner required or indicated, in the FORM OF BOND set forth in Exhibit "B" to this Resolution and as determined by the Designated Financial Officer as provided herein, with such changes and additions as are required to be consistent with the terms and provisions shown in the Award Certificate.

Section 11. INTEREST. The Bonds shall bear interest, calculated on the basis of a 360-day year composed of twelve 30-day months, from their date, until maturity or redemption, at the rates set forth in the Award Certificate. The Bonds shall be designated as Tax-Exempt Bonds or Taxable Bonds as set forth in the Award Certificate. Interest shall be payable to the registered owner of any such Bond in the manner provided and on the dates stated in the FORM OF BOND set forth in this Resolution and the Award Certificate.

Section 12. REGISTRATION, TRANSFER, AND EXCHANGE; AUTHENTICATION; BOOK-ENTRY-ONLY SYSTEM. (a) *Paying Agent/Registrar.* The Designated Financial Officer is authorized to select a Paying Agent/Registrar for the Bonds. The Designated Financial Officer is also authorized to enter into and carry out a Paying Agent/Registrar Agreement with the Paying Agent/Registrar with respect to the Bonds in substantially the form previously approved by the Board in connection with the authorization of Previously Issued Parity Obligations with such changes as are acceptable to the Designated Financial Officer.

(b) *Registration Books.* The Board shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar designated in the Paying Agent/Registrar Agreement (the "Designated Trust Office") books or records for the registration of the transfer, exchange, and replacement of the Bonds (the "Registration Books"), and the Paying Agent/Registrar is hereby appointed to serve as registrar and transfer agent to keep such books or records and make such registrations of transfers, exchanges, and replacements under such reasonable regulations as the Board and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, exchanges, and replacements as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Board shall have the right to inspect the Registration Books at the Designated Trust Office of the Paying Agent/Registrar during regular business hours, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

(c) *Ownership of Bonds.* The entity in whose name any Bond shall be registered in the Registration Books at any time shall be deemed and treated as the absolute owner thereof for all purposes of this Resolution, whether such Bond shall be overdue, and, to the extent permitted by law, the Board and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Bond shall be made only to such registered owner. All such payments shall be valid and

effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(d) ***Payment of Bonds and Interest.*** The Paying Agent/Registrar shall further act as the paying agent for paying the principal of, premium, if any, and interest on the Bonds, all as provided in this Resolution. The Paying Agent/Registrar shall keep proper records of all payments made by the University and the Paying Agent/Registrar with respect to the Bonds.

(e) ***Authentication.*** The Bonds initially issued and delivered pursuant to this Resolution shall be authenticated by the Paying Agent/Registrar by execution of the Paying Agent/Registrar's Authentication Certificate unless they have been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and on each substitute Bond issued in exchange for any Bond or Bonds issued under this Resolution the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE (the "Authentication Certificate"). The Authentication Certificate shall be in the form set forth in the FORM OF BONDS.

(f) ***Transfer, Exchange, or Replacement.*** Each Bond issued and delivered pursuant to this Resolution, to the extent of the unpaid or unredeemed principal amount thereof, may, upon surrender of such Bond at the Designated Trust Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, may, at the option of the registered owner or such assignee or assignees, as appropriate, be exchanged for fully registered bonds, without interest coupons, in the appropriate form prescribed in the FORM OF BONDS set forth in this Resolution, in any Authorized Denomination (subject to the requirement hereinafter stated that each substitute Bond shall be of the same series and have a single stated maturity date), as requested in writing by such registered owner or such assignee or assignees, in an aggregate principal amount equal to the unpaid or unredeemed principal amount of any Bond or Bonds so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If a portion of any Bond shall be redeemed prior to its scheduled maturity as provided herein, a substitute Bond or Bonds having the same series designation and maturity date, bearing interest at the same rate, and payable in the same manner, in Authorized Denominations at the request of the registered owner, and in an aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. If any Bond or portion thereof is assigned and transferred, each Bond issued in exchange therefor shall have the same series designation and maturity date and bear interest at the same rate and payable in the same manner as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall exchange or replace Bonds as provided herein, and each fully registered bond delivered in exchange for or replacement of any Bond or portion thereof as permitted or required by any provision of this Resolution shall constitute one of the Bonds for all purposes of this Resolution, and may again be exchanged or replaced. On each substitute Bond issued in exchange for or replacement of any Bond or Bonds issued under this Resolution there shall be printed an Authentication Certificate, in the form set forth in the FORM OF BONDS set forth in

Exhibit "B" to this Resolution. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Authentication Certificate, and, except as provided in subsection (e) above, no such Bond shall be deemed to be issued or outstanding unless the Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Bonds surrendered for transfer, exchange, or replacement. No additional orders or resolutions need be passed or adopted by the Board or any other body or person so as to accomplish the foregoing transfer, exchange, or replacement of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be in typed or printed form as determined by the Designated Financial Officer. Pursuant to Chapter 1206, Texas Government Code, the duty of transfer, exchange, or replacement of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Authentication Certificate, the exchanged or replaced Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which were originally issued pursuant to this Resolution. The Board shall pay the Paying Agent/Registrar's standard or customary fees and charges, if any, for transferring, and exchanging any Bond or any portion thereof, but the one requesting any such transfer and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, exchange, or replacement of Bonds or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following interest payment date, or, (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date. To the extent possible, any new Bond issued in an exchange, replacement, or transfer of a Bond will be delivered to the registered owner or assignee of the registered owner not more than three business days after the receipt of the Bonds to be cancelled and the written request as described above.

(g) ***Substitute Paying Agent/Registrar.*** The Board covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Board will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Resolution, and that the Paying Agent/Registrar will be one entity. The Board reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Board covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Resolution. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Board. Upon any change in the Paying Agent/Registrar, the Board promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class

postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Resolution, and a certified copy of this Resolution shall be delivered to each Paying Agent/Registrar.

(h) ***Book-Entry-Only System.*** The Bonds shall not be issued in book-entry-only form.

Section 13. FORM OF BONDS. The forms of the Bonds, including the form of the Authentication Certificate, the form of Assignment, the form of any statement of insurance with respect to the Bonds provided by a Bond Insurer, and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas, with respect to the Bonds initially issued and delivered to the Purchaser pursuant to this Resolution, shall be, respectively, substantially as set forth in Exhibit "B", with such appropriate variations, omissions, or insertions as are permitted or required by this Resolution.

Section 14. INDIVIDUALS NOT LIABLE. All covenants, stipulations, obligations, and agreements of the Board contained in this Resolution shall be deemed to be covenants, stipulations, obligations, and agreements of the Financing System and the Board to the full extent authorized or permitted by the Constitution and laws of the State of Texas. No covenant, stipulation, obligation, or agreement herein contained shall be deemed to be a covenant, stipulation, obligation, or agreement of any member of the Board or agent or employee of the Board in the individual capacity thereof and neither the respective members of the Board, nor any officer thereof or of any participant shall be liable personally on Parity Obligations when issued, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 15. SECURITY FOR THE BONDS. The Bonds are special obligations of the Board payable from and secured solely by the Pledged Revenues pursuant to this Resolution. The Pledged Revenues are hereby pledged, subject to the liens securing the Prior Encumbered Obligations, to the payment of the principal of, premium, if any, and interest on the Bonds as the same shall become due and payable. The Board agrees to pay the principal of, premium, if any, and the interest on the Bonds when due, whether by reason of maturity or redemption.

Section 16. PAYMENTS. (a) ***Accrued Interest.*** Immediately after the delivery of the Bonds, the Board shall deposit any accrued interest received from the sale and delivery of the Bonds to the credit of a special account to be held to pay interest on such Bonds on the first interest payment date.

(b) ***Debt Service Payments.*** Semiannually on or before each principal or interest payment date while any of the Bonds are outstanding and unpaid, commencing on the first interest payment date for the Bonds as specified in the Award Certificate, the Board shall make available to the Paying Agent/Registrar, money sufficient to pay such interest on and such principal of the Bonds as will accrue or mature, or be subject to mandatory redemption prior to maturity, on such principal, redemption, or interest payment date. The Paying Agent/Registrar shall cancel all paid Bonds and shall furnish the Board with an appropriate certificate of cancellation.

Section 17. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS. (a) *Replacement Bonds.* In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same Series, principal amount, maturity, and interest rate, and in the same form, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) *Application for Replacement Bonds.* Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the applicant for a replacement bond shall furnish to the Board and the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the applicant shall furnish to the Board and the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the applicant shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) *Payment in Lieu of Replacement.* Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Board, may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) *Charge for Issuing Replacement Bonds.* Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Board whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Resolution equally and proportionately with any and all other Bonds duly issued under this Resolution.

(e) *Authority for Issuing Replacement Bonds.* In accordance with Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement bond without the necessity of further action by the Board or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 12(f) of this Resolution for Bonds issued in exchange and replacement for other Bonds.

Section 18. REMEDIES. Any owner of Parity Obligations in the event of default in connection with any covenant contained herein or in any resolution adopted hereafter authorizing the issuance of Parity Obligations, or default in the payment of said obligations, or of any interest

due thereon, or other costs and expenses related thereto, may require the Board, their respective officials and employees, and any appropriate official of the State of Texas, to carry out, respect, or enforce the covenants and obligations of this Resolution by all legal and equitable means, including specifically, but without limitation, the use and filing of mandamus proceedings in any court of competent jurisdiction against the Board, their respective officials and employees, or any appropriate official of the State of Texas.

Section 19. DEFEASANCE OF OBLIGATIONS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer Outstanding (a "Defeased Bond") within the meaning of this Resolution, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or any other eligible bank or trust company then authorized by State law for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the Board with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the revenues herein pledged as provided in this Resolution, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given, in accordance with this Resolution. Any money so deposited with the Paying Agent/Registrar or other eligible institution as provided in this Section may at the written discretion of the Board also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or other eligible institution pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be turned over to the Board.

(c) Notwithstanding any provision of any other Section of this Resolution which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying

Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Board shall make proper arrangements to provide and pay for such services as required by this Resolution.

(d) Notwithstanding anything elsewhere in this Resolution, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or other eligible institution pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the Board retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of this Resolution, the Board may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

(f) In the event that the Board elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

Section 20. AMENDMENT OF RESOLUTION. (a) *Amendment Without Consent.* This Resolution and the rights and obligations of the Board and of the owners of the Outstanding Parity Obligations may be modified or amended at any time without notice to or the consent of any owner of the Outstanding Parity Obligations, solely for any one or more of the following purposes:

(i) To add to the covenants and agreements of the Board contained in this Resolution, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the Board in this Resolution;

(ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Resolution, upon receipt by the Board of an opinion of Bond Counsel, that the same is needed for such purpose, and will more clearly express the intent of this Resolution;

(iii) To supplement the security for the Parity Obligations, including, but not by way of limitation, to provide for the addition of new institutions and agencies to the Financing System or to clarify the provisions regarding the University as a Participant in the Financing System; provided, however, if the definition of Pledged Revenues is amended in any manner which results in the pledge of additional resources, the terms of

such amendment may limit the amount of such additional pledge and the manner, extent, and duration of such additional pledge all as set forth in such amendment;

(iv) To make any changes or amendments requested by any bond rating agency then rating or requested to rate Parity Obligations, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Parity Obligations;

(v) To make such changes, modifications or amendments as may be necessary or desirable, which shall not adversely affect the interests of the owners of the Outstanding Parity Obligations, in order, to the extent permitted by law, to facilitate the economic and practical utilization of Credit Agreements with respect to the Parity Obligations;

(vi) To make such other changes in the provisions hereof as the Board may deem necessary or desirable and which shall not, in the judgment of the Board, materially adversely affect the interests of the owners of Outstanding Parity Obligations; or

(vii) To make such changes or amendments as contemplated by Section 24(c) of this Resolution in order to comply with the Rule.

Notice of any such amendment may be published by the Board in the manner described in subsection (c) of this Section; provided, however, that the publication of such notice shall not constitute a condition precedent to the adoption of such amendatory resolution and the failure to publish such notice shall not adversely affect the implementation of such amendment as adopted pursuant to such amendatory resolution.

(b) ***Amendments With Consent.*** Subject to the other provisions of this Resolution, the owners of Outstanding Parity Obligations aggregating a majority in Outstanding Principal Amount shall have the right from time to time to approve any amendment to this Resolution, other than amendments described in subsection (a) of this Section, which may be deemed necessary or desirable by the Board; provided, however, that nothing herein contained shall permit or be construed to permit, without the approval of the owners of all of the Outstanding Parity Obligations, the amendment of the terms and conditions in this Resolution so as to:

- (1) Grant to the owners of any Outstanding Parity Obligations a priority over the owners of any other Outstanding Parity Obligations;
- (2) Materially adversely affect the rights of the owners of less than all Parity Obligations then Outstanding;
- (3) Change the minimum percentage of the Outstanding Principal Amount necessary for consent to such amendment;

- (4) Make any change in the maturity of the Outstanding Bonds;
- (5) Reduce the rate of interest borne by Outstanding Bonds;
- (6) Reduce the amount of the principal payable on Outstanding Bonds; or
- (7) Modify the terms of payment of principal of or interest on the Outstanding Bonds, or impose any conditions with respect to such payment; or
- (8) Adversely affect the tax exempt status of the interest on the Outstanding Bonds to the owners thereof.

(c) **Notice.** If at any time this Resolution is to be amended pursuant to the provisions of subsection (b) of this Section, the Board shall cause notice of the proposed amendment to be published in a financial newspaper or journal of general circulation in The City of New York, New York, once during each calendar week for at least two successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of each Registrar for the Parity Obligations for inspection by all owners of Parity Obligations. Such publication is not required, however, if the Board gives or causes to be given such notice in writing, by certified mail, to each owner of Parity Obligations. Such publication is not required with respect to amendments to this Resolution effected pursuant to the provisions of subsection (a) of this Section.

(d) **Receipt of Consents.** Whenever at any time not less than thirty (30) days, and within one year, from the date of the first publication of said notice or other service of written notice of the proposed amendment the Board shall receive an instrument or instruments executed by all of the owners or the owners of at least a majority in Outstanding Principal Amount, as appropriate, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file as aforesaid, the Board may adopt the amendatory resolution in substantially the same form.

(e) **Effect of Amendments.** Upon the adoption of any resolution to amend this Resolution pursuant to the provisions of this Section, this Resolution shall be deemed to be amended in accordance with the amendatory resolution, and the respective rights, duties, and obligations of the Board and all the owners of then Outstanding Parity Obligations and all future Parity Obligations shall thereafter be determined, exercised, and enforced under this Resolution, as amended.

(f) **Consent Irrevocable.** Any consent given by any owner of Parity Obligations pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication or other service of the notice provided for in this Section, and shall be conclusive and binding upon all future owners of the same Parity Obligations during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the owner who gave such consent, or by a successor in title, by

filing notice thereof with the Registrar for such Parity Obligations and the Board, but such revocation shall not be effective if the owners of a majority in Outstanding Principal Amount, prior to the attempted revocation, consented to and approved the amendment.

(g) **Ownership.** For the purpose of this Section, the ownership and other matters relating to all Parity Obligations shall be determined by the Registration Books maintained by the Registrar.

Section 21. COVENANTS REGARDING TAX-EXEMPTION. (a) **Covenants.** The Board covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax-Exempt Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "IRS Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Board covenants as follows:

- (1) to take any action to assure that no more than 10 percent of the proceeds of the Tax-Exempt Bonds or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the IRS Code or, if more than 10 percent of the proceeds of the Tax-Exempt Bonds or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the Board, with respect to such private business use, do not, under the terms of this Resolution or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Tax-Exempt Bonds, in contravention of section 141(b)(2) of the IRS Code;
- (2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Tax-Exempt Bonds or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the IRS Code, to the governmental use;
- (3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Tax-Exempt Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the IRS Code;
- (4) to refrain from taking any action which would otherwise result in the Tax-Exempt Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the IRS Code;

- (5) to refrain from taking any action that would result in the Tax-Exempt Bonds being "federally guaranteed" within the meaning of section 149(b) of the IRS Code;
- (6) to refrain from using any portion of the proceeds of the Tax-Exempt Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the IRS Code) which produces a materially higher yield over the term of the Tax-Exempt Bonds, other than investment property acquired with:
 - (A) proceeds of the Tax-Exempt Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Tax-Exempt Bonds are issued,
 - (B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and
 - (C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax-Exempt Bonds;
- (7) to otherwise restrict the use of the proceeds of the Tax-Exempt Bonds or amounts treated as proceeds of the Tax-Exempt Bonds, as may be necessary, so that the Tax-Exempt Bonds do not otherwise contravene the requirements of section 148 of the IRS Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the IRS Code (relating to advance refundings); and
- (8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the IRS Code and to pay to the United States of America, not later than 60 days after the Tax-Exempt Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the IRS Code.

(b) ***Rebate Fund.*** With respect to the Tax-Exempt Bonds, in order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the Board for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the IRS Code.

(c) ***Proceeds.*** With respect to the Tax-Exempt Bonds, the Board understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in

the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds not expended prior to the date of issuance of the Tax-Exempt Bonds. It is the understanding of the Board that the covenants contained herein are intended to assure compliance with the IRS Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the IRS Code, as applicable to the Tax-Exempt Bonds, the Board will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the IRS Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Tax-Exempt Bonds, the Board agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the IRS Code. In furtherance of such intention, the Board hereby authorizes and directs the Designated Financial Officer to execute any documents, certificates or reports required by the IRS Code and to make such elections, on behalf of the Board, which may be permitted by the IRS Code as are consistent with the purpose for the issuance of the Tax-Exempt Bonds.

(d) ***Disposition of Refunded Bonds Projects.*** If the Bonds are issued as Tax-Exempt Bonds, the Board covenants that the projects financed by any Refunded Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the Board of cash or other compensation, unless the Board obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes of this subsection, the portion of the property comprising personal property and disposed of in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this subsection, the Board shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 22. REPORTING COVENANTS. The Board shall provide the following items to the Purchaser in an electronic format acceptable to the Purchase:

1. Receipt of Combined Annual Financial Report within 180 days of the fiscal year end;
2. Annual Statistics: Annual enrollment statistics, including number of FTE students (undergraduate and graduate), undergraduate applications and admissions, average SAT/ACT scores, freshman retention rate, graduation rate (5 years) and faculty data (% full-time and tenured); and
3. Additional information as reasonably requested by the Purchaser.

Section 23. APPLICATION OF BOND PROCEEDS. (a) *Proceeds.* Proceeds from the sale of the Bonds shall, promptly upon receipt thereof, be applied by the Designated Financial Officer as follows:

- (i) accrued interest, if any, for the Bonds shall be deposited as provided in Section 16;
- (ii) an amount sufficient to accomplish the purposes of Section 9 shall be so applied; and
- (iii) any proceeds from the sale of the Bonds remaining after the deposits provided for in clauses (i) and (ii) above, shall be applied to pay expenses arising in connection with the issuance of the Bonds.

Any sale proceeds of the Bonds remaining after making all deposits and payments provided for above shall be applied to the payment of interest on the Bonds.

(b) *Funds.* The Designated Financial Officer is hereby authorized to establish such funds, accounts and/or sub-accounts as necessary to administer any remaining proceeds of the Bonds after applying proceeds to the refunding of the refunded bonds, including for accrued interest and costs of issuance. Proceeds deposited into any such funds, accounts and/or sub-accounts shall remain therein until from time to time expended for the purposes described in this Resolution, and shall not be used for any other purposes whatsoever, except as otherwise provided below, and pending such expenditure, such moneys may be invested at the direction of the Designated Financial Officer or the designee thereof in eligible investments in accordance with the provisions of Section 4(h) of this Resolution. Interest earnings shall accrue to the respective funds, accounts and/or sub-accounts in which moneys are held and invested. The Board agrees that it shall pay costs of issuance incurred in connection with the issuance and delivery of the Bonds as are consistent with the approval of the issuance of the Bonds by the Texas Bond Review Board. The Board shall cause moneys on deposit in any such funds, accounts and/or sub-accounts representing accrued interest to be used to pay debt service on the Bonds as the same shall become due and payable.

Section 24. REFUNDING OF REFUNDED BONDS: ESCROW AGREEMENT; REDEMPTION OF REFUNDED BONDS. Concurrently with the delivery of the Bonds issued to refund the Refunded Bonds, the Designated Financial Officer shall cause to be deposited with the Escrow Agent an amount, from the proceeds from the sale of the Bonds, sufficient, together with other legally available funds of the Board, to provide for the payment and retirement of the Refunded Bonds. In the event that it is deemed necessary, the Designated Financial Officer is authorized to enter into one or more escrow agreements in the form and substance previously approved by the Board in connection with the refunding of Debt with such changes as are acceptable to the Designated Financial Officer. In such event, the Designated Financial Officer is authorized hereby to take such steps as may be necessary to purchase Escrowed Securities, if any, as defined in the Escrow Agreement, on behalf of the Board, and is authorized to create and fund the Escrow Fund contemplated by the Escrow Agreement through the use of the proceeds

of the Bonds, the monies and investments held in the fund securing the Refunded Bonds and other lawfully available monies of the Board.

Subject to the execution of an Award Certificate by the Designated Financial Officer designating such Refunded Bonds, the Refunded Bonds are hereby called for redemption on the first optional redemption date following the delivery of the Bonds for which all of the notice requirements for redemption can be reasonably met, at a redemption price of par plus accrued interest, if any, to the date of redemption. The Designated Financial Officer shall take such actions as are necessary to cause the required notice of such redemption to be given. The Designated Financial Officer is authorized to select an escrow agent with respect to the Bonds issued to refund the Refunded Bonds.

Section. 25. DEFEASANCE AND REDEMPTION OF OUTSTANDING DEBT.

The Board desires to authorize the use of certain lawfully available funds of the Board, as determined by the Designated Financial Officer, to defease and/or redeem, from time to time, certain outstanding Previously Issued Parity Obligations in accordance with the applicable defeasance and redemption provisions in the respective Prior Resolutions authorizing such debt. The Designated Financial Officer is hereby authorized to determine and retire, from time to time, the various portions of such outstanding Previously Issued Parity Obligations which are economically advantageous for Board to retire by the defeasance and/or redemption of such debt. The Designated Financial Officer is authorized to enter into one or more Escrow Agreements in substantially the standard form previously approved by the Board to accomplish such defeasances. In the event of such a defeasance, the Designated Financial Officer is authorized hereby to take such steps as may be necessary to purchase the escrowed securities identified in such Escrow Agreements on behalf of the Board and is authorized to create and fund the escrow funds contemplated by the Escrow Agreements through the use of the lawfully available funds of the Board. The Designated Financial Officer is authorized to call for redemption such Prior Encumbered Obligations and Previously Issued Parity Obligations to be redeemed pursuant to this section and is hereby authorized to provide and complete an appropriate Notice of Redemption to the paying agent(s) for such Previously Issued Parity Obligations upon the deposit with the Escrow Agent of such available funds and compliance with the conditions set forth in the Escrow Agreements.

Except as provided in the following sentence, the Board hereby (i) expressly reserves the right to call for redemption any Previously Issued Parity Obligations defeased pursuant to this section in accordance with the applicable redemption provisions contained in the resolution authorizing such debt, (ii) requires that the Designated Financial Officer give notice of the reservation of such right to the owners of such debt immediately following the making of the firm banking and financial arrangements for such defeasance and (iii) directs that notice of such reservation also be included in any Notice of Redemption authorized pursuant to this section. Notwithstanding the foregoing sentence, the Designated Financial Officer, upon determining that doing so is in the best interest of the Board, may elect on behalf of the Board not to retain the right to call such Previously Issued Parity Obligations for redemption by choosing not to give the notices required in (ii) and (iii) of the foregoing sentence.

Section 26. RESOLUTION TO CONSTITUTE A CONTRACT; EQUAL SECURITY. In consideration of the acceptance of the Bonds, the issuance of which is authorized hereunder, by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Board and the Owners from time to time of the Bonds and the pledge made in this Resolution by the Board and the covenants and agreements set forth in this Resolution to be performed by the Board shall be for the equal and proportionate benefit, security, and protection of all Owners, without preference, priority, or distinction as to security or otherwise of any of the Bonds authorized hereunder over any of the others by reason of time of issuance, sale, or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Resolution.

Section 27. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements, or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements, or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Bonds issued hereunder.

Section 28. PAYMENT AND PERFORMANCE ON BUSINESS DAYS. Except as provided to the contrary in the FORM OF BONDS, whenever under the terms of this Resolution or the Bonds, the performance date of any provision hereof or thereof, including the payment of principal of or interest on the Bonds, shall occur on a day other than a Business Day, then the performance thereof, including the payment of principal of and interest on the Bonds, need not be made on such day but may be performed or paid, as the case may be, on the next succeeding Business Day with the same force and effect as if made on the date of performance or payment.

Section 29. LIMITATION OF BENEFITS WITH RESPECT TO THE RESOLUTION. With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this Resolution or the Bonds is intended or should be construed to confer upon or give to any person other than the Board, the Owners, and the Paying Agent/Registrar, any legal or equitable right, remedy, or claim under or by reason of or in respect to this Resolution or any covenant, condition, stipulation, promise, agreement, or provision herein contained. This Resolution and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the Board, the Owners, and the Paying Agent/Registrar as herein and therein provided.

Section 30. CUSTODY, APPROVAL, BOND COUNSEL'S OPINION, CUSIP NUMBERS, PREAMBLE AND INSURANCE. The Designated Financial Officer is hereby authorized to have control of the Bonds issued hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and approval by the Attorney General of the State of Texas. The Designated Financial Officer is hereby authorized, to the extent deemed necessary or advisable thereby, in the discretion thereof, to request that the Attorney General approve the Bonds as permitted by Chapter 1202, in which case the Designated

Financial Officer also is authorized to request the Comptroller of Public Accounts register the Bonds, and to cause an appropriate legend reflecting such approval and registration to appear on the Bonds and the substitute Bonds. The approving legal opinion of Bond Counsel and the assigned CUSIP numbers may be printed on the Bonds and on any Bonds issued and delivered in exchange or replacement of any Bond, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. The preamble to this Resolution is hereby adopted and made a part of this Resolution for all purposes. If insurance is obtained on any of the Bonds, the Bonds shall bear, as appropriate and applicable, a legend concerning insurance as provided by the municipal bond insurance company issuing any such insurance.

Section 31. PURCHASE AGREEMENT. The Designated Financial Officer is authorized to execute a Purchase Agreement in substantially the form provided to the Board with such changes as approved by the Designated Financial Officer.

Section 32. RESERVE FUNDS. The Board may establish a reserve fund, and/or any other fund or funds pursuant to any resolution authorizing the issuance of Parity Obligations, including with respect to the Bonds in the Award Certificate, for the purpose of paying or securing a particular issue or series of Parity Obligations or any specific group of issues or series of Parity Obligations and the amounts once deposited in said funds shall no longer constitute Pledged Revenues but shall be held solely for the benefit of the owners of the particular issue or series or group of issues or series of Parity Obligations for which such fund was established. Each such fund shall be designated in such manner as is necessary to identify the Parity Obligations it secures and to distinguish such fund from any other funds created for the benefit of any other Parity Obligations.

Section 33. FURTHER PROCEDURES. The Chair of the Board, the Designated Financial Officer, and all other officers, employees, and agents of the University, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the Board, all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution, the Bonds, the sale and delivery of the Bonds and fixing all details in connection therewith, and to approve any Official Statement, or supplements thereto, in connection with the Bonds including any necessary filings with the Attorney General of Texas, the Texas Bond Review Board and any other necessary parties.

Section 34. PAYMENT OF ATTORNEY GENERAL FEE. The Board hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of each Series of the Bonds or (ii) \$9,500 per Series, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The Designated Financial Officer is hereby instructed to take the

necessary measures to make this payment. The Board is also authorized to reimburse the appropriate funds for such payment from proceeds of the Bonds.

Section 35. REPEAL OF CONFLICTING RESOLUTIONS. All resolutions and all parts of any resolutions which are in conflict or inconsistent with this Resolution are hereby repealed and shall be of no further force or effect to the extent of such conflict or inconsistency.

Section 36. PERFECTION OF PLEDGE. Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the Pledged Revenues granted under Section 2 of this Resolution, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the Pledged Revenues under Section 2 of this Resolution is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the Board agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 37. BOND INSURANCE. In connection with the sale of the Bonds, the Board may obtain municipal bond insurance policies from a municipal bond insurer (each a "Bond Insurer") to guarantee the full and complete payment required to be made by or on behalf of the Board on some or all of the Bonds as determined by the Designated Financial Officer. The Designated Financial Officer is hereby authorized to sign a commitment letter with the Insurer and to pay the premium for the bond insurance policies at the time of the delivery of the Bonds out of the proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as he or she may deem appropriate. Printing on Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to the Bond Insurer and the Designated Financial Officer, is hereby approved and authorized. The Award Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of the Bond Insurer(s), and any such provisions shall be read and interpreted as an integral part of this Resolution.

Section 38. PUBLIC NOTICE. It is hereby found and determined that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of their respective meetings at which this Resolution was adopted, and that this Resolution would be introduced and considered for adoption at said meetings; and that said meetings were open to the public, and public notice of the time, place, and purpose of said meetings was given, all as required by Chapter 551, Texas Government Code.

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EXECUTED this 13th day of April, 2015.

Chair, Board of Regents

Secretary, Board of Regents

[Signature Page]

EXHIBIT A**DEFINITIONS**

As used in this Resolution the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"*Annual Debt Service Requirements*" means, for any Fiscal Year, the principal of and interest on all Parity Obligations coming due at Maturity or Stated Maturity (or that could come due on demand of the owner thereof other than by acceleration or other demand conditioned upon default by the Board on such Debt, or be payable in respect of any required purchase of such Debt by the Board) in such Fiscal Year, and, for such purposes, any one or more of the following rules shall apply at the election of the Board:

(1) *Committed Take Out*. If the Board has entered into a Credit Agreement constituting a binding commitment within normal commercial practice to discharge any of its Funded Debt at its Stated Maturity (or, if due on demand, at any date on which demand may be made) or to purchase any of its Funded Debt at any date on which such Debt is subject to required purchase, all under arrangements whereby the obligation to repay the amounts advanced for such discharge or purchase constitutes Funded Debt, then the portion of the Funded Debt committed to be discharged or purchased shall be excluded from such calculation and the principal of and interest on the Funded Debt incurred for such discharging or purchase that would be due in the Fiscal Year for which the calculation is being made, if incurred at the Stated Maturity or purchase date of the Funded Debt to be discharged or purchased, shall be added;

(2) *Balloon Debt*. If the principal (including the accretion of interest resulting from original issue discount or compounding of interest) of any series or issue of Funded Debt due (or payable in respect of any required purchase of such Funded Debt by the Board) in any Fiscal Year either is equal to at least 25% of the total principal (including the accretion of interest resulting from original issue discount or compounding of interest) of such Funded Debt or exceeds by more than 50% the greatest amount of principal of such series or issue of Funded Debt due in any preceding or succeeding Fiscal Year (such principal due in such Fiscal Year for such series or issue of Funded Debt being referred to herein as "Balloon Debt"), the amount of principal of such Balloon Debt taken into account during any Fiscal Year shall be equal to the debt service calculated using the original principal amount of such Balloon Debt amortized over the Term of Issue on a level debt service basis at an assumed interest rate equal to the rate borne by such Balloon Debt on the date of calculation;

(3) *Consent Sinking Fund*. In the case of Balloon Debt (as defined in clause (2) above), if a Designated Financial Officer shall deliver to the Board an Officer's Certificate providing for the retirement of (and the instrument creating such Balloon Debt shall permit the retirement of), or for the accumulation of a sinking fund for (and the instrument creating such Balloon Debt shall permit the accumulation of a sinking fund

for), such Balloon Debt according to a fixed schedule stated in such Officer's Certificate ending on or before the Fiscal Year in which such principal (and premium, if any) is due, then the principal of (and, in the case of retirement, or to the extent provided for by the sinking fund accumulation, the premium, if any, and interest and other debt service charges on) such Balloon Debt shall be computed as if the same were due in accordance with such schedule, provided that this clause (3) shall apply only to Balloon Debt for which the installments previously scheduled have been paid or deposited to the sinking fund established with respect to such Debt on or before the times required by such schedule; and provided further that this clause (3) shall not apply where the Board has elected to apply the rule set forth in clause (2) above;

(4) Prepaid Debt. Principal of and interest on Parity Obligations, or portions thereof, shall not be included in the computation of the Annual Debt Service Requirements for any Fiscal Year for which such principal or interest are payable from funds on deposit or set aside in trust for the payment thereof at the time of such calculations (including without limitation capitalized interest and accrued interest so deposited or set aside in trust) with a financial institution acting as fiduciary with respect to the payment of such Debt;

(5) Variable Rate. As to any Parity Obligation that bears interest at a variable interest rate which cannot be ascertained at the time of calculation of the Annual Debt Service Requirement then, at the option of the Board, either (1) an interest rate equal to the average rate borne by such Parity Obligations (or by comparable debt in the event that such Parity Obligations has not been outstanding during the preceding 24 months) for any 24 month period ending within 30 days prior to the date of calculation, or (2) an interest rate equal to the 30-year Tax-Exempt Revenue Bond Index (as most recently published in The Bond Buyer), shall be presumed to apply for all future dates, unless such index is no longer published in The Bond Buyer, in which case an index of tax-exempt revenue bonds with maturities of at least 20 years which is published in a newspaper or journal with national circulation may be used for this purpose. If two Series of Parity Obligations which bear interest at variable interest rates, or one or more maturities within a Series, of equal par amounts, are issued simultaneously with inverse floating interest rates providing a composite fixed interest rate for such Parity Obligations taken as a whole, such composite fixed rate shall be used in determining the Annual Debt Service Requirement with respect to such Parity Obligations;

(6) Guarantee. In the case of any guarantee, as described in clause (2) of the definition of Debt, no obligation will be counted if the Board does not anticipate in its annual budget that it will make any payments on the guarantee. If, however, the Board is making payments on a guarantee or anticipates doing so in its annual budget, such obligation shall be treated as Parity Obligations and calculations of Annual Debt Service Requirements with respect to such guarantee shall be made assuming that the Board will make all additional payments due under the guaranteed obligation. If the entity whose obligation is guaranteed cures all defaults and the Board no longer anticipates making

payments under the guarantee, the guaranteed obligations shall not be included in the calculation of Annual Debt Service Requirements;

(7) Commercial Paper. With respect to any Parity Obligations issued in the form of commercial paper with maturities not exceeding 270 days, the interest on such Parity Obligations shall be calculated in the manner provided in clause (5) of this definition and the maturity schedule shall be calculated in the manner provided in clause (2) of this definition; and

(8) Credit Agreement Payments. If the Board has entered into a Credit Agreement in connection with an issue of Debt, payments due under the Credit Agreement (other than payments for fees and expenses), for either the Board or the Credit Provider, shall be included in such calculation, except to the extent that the payments are already taken into account under (1) through (7) above and any payments otherwise included above under (1) through (7) which are to be replaced by payments under a Credit Agreement, from either the Board or the Credit Provider, shall be excluded from such calculation.

With respect to any calculation of historic data, only those payments actually made in the subject period shall be taken into account in making such calculation and, with respect to prospective calculations, only those payments reasonably expected to be made in the subject period shall be taken into account in making the calculation.

"*Annual Direct Obligation*" means the amount budgeted each Fiscal Year by the Board with respect to each Participant in the Financing System to satisfy said Participant's proportion of debt service (calculated based on said Participant's Direct Obligation) due by the Board in such Fiscal Year on Outstanding Parity Obligations.

"*Annual Obligation*" means, with respect to each Participant in the Financing System and for each Fiscal Year, said Participant's Annual Direct Obligation plus the amount budgeted by the Board for such Fiscal Year to allow said Participant to retire its obligation for advances made to it by the Board in the management of the Financing System to satisfy part or all of a previous Annual Direct Obligation payment.

"*Authorized Denomination*" shall have the meaning ascribed to said term in Section 10 of this Resolution.

"*Award Certificate*" means the certificate executed by the Designated Financial Officer in connection with the Bonds that establishes the terms of the Bonds issued pursuant to Section 10 of this Resolution.

"*Board*" means the Board of Regents of Stephen F. Austin State University, acting as the governing body of the University, or any successor thereto.

"*Bond Counsel*" means McCall, Parkhurst & Horton L.L.P., or such other firm of attorneys of nationally recognized standing in the field of law relating to municipal revenue bonds selected by the Board.

"*Bond Insurer*" means the provider of a municipal bond insurance policy for all or a portion of a Series of Bonds in accordance with Section 37 of this Resolution.

"*Bondholder*" or "*Owner*" means the registered owner of any Parity Obligation registered as to ownership and the holder of any Parity Obligation payable to bearer.

"*Bonds*" means one or more Series of the Bonds designated in Section 9 of this Resolution, and all substitute bonds exchanged therefor, and all other substitute and replacement bonds issued pursuant to this Resolution; and the term "*Bond*" means any of the Bonds.

"*Business Day*" means any day which is not a Saturday, Sunday, legal holiday, or a day on which banking institutions in The City of New York, New York or in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close.

"*Credit Agreement*" means, collectively, a loan agreement, revolving credit agreement, agreement establishing a line of credit, letter of credit, reimbursement agreement, insurance contract, commitments to purchase Parity Obligations, purchase or sale agreements, interest rate swap agreements, currency exchange agreements, interest rate floor or cap agreements, or commitments or other contracts or agreements authorized, recognized and approved by the Board as a Credit Agreement in connection with the authorization, issuance, security, or payment of Parity Obligations and on a parity therewith.

"*Credit Provider*" means any bank, financial institution, insurance company, surety bond provider, or other entity which provides, executes, issues, or otherwise is a party to or provider of a Credit Agreement.

"*DTC*" means The Depository Trust Company, New York, New York, or any successor securities depository.

"*DTC Participant*" means the securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants.

"*Debt*" means all:

(1) indebtedness incurred or assumed by the Board for borrowed money (including indebtedness arising under Credit Agreements) and all other financing obligations of the Board that, in accordance with generally accepted accounting principles, are shown on the liability side of a balance sheet;

(2) all other indebtedness (other than indebtedness otherwise treated as Debt hereunder) for borrowed money or for the acquisition, construction, or improvement of property or capitalized lease obligations that is guaranteed, directly or indirectly, in any manner by the Board, or that is in effect guaranteed, directly or indirectly, by the Board through an agreement, contingent or otherwise, to purchase any such indebtedness or to advance or supply funds for the payment or purchase of any such indebtedness or to purchase property or services primarily for the purpose of enabling the debtor or seller to make payment of such indebtedness, or to assure the owner of the indebtedness against loss, or to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether or not such property is delivered or such services are rendered), or otherwise; and

(3) all indebtedness secured by any mortgage, lien, charge, encumbrance, pledge or other security interest upon property owned by the Board whether or not the Board has assumed or become liable for the payment thereof.

For the purpose of determining the "Debt" of the Board, there shall be excluded any particular Debt if, upon or prior to the Maturity thereof, there shall have been deposited with the proper depository (a) in trust the necessary funds (or investments that will provide sufficient funds, if permitted by the instrument creating such Debt) for the payment, redemption, or satisfaction of such Debt or (b) evidence of such Debt deposited for cancellation; and thereafter it shall not be considered Debt. No item shall be considered Debt unless such item constitutes indebtedness under generally accepted accounting principles applied on a basis consistent with the financial statements prepared by or for the benefit of the Board in prior Fiscal Years.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the Board adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Board adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable state law in existence at the time of such defeasance that may be used to defease obligations such as the Bonds.

"Designated Financial Officer" means the Vice President for Finance and Administration of the University, or such other official of the University appointed by the Board to carry out the functions of the Vice President for Finance and Administration specified herein.

"*Designated Trust Office*" shall have the meaning ascribed to said term in Section 12(b) of this Resolution.

"*Direct Obligation*" means the proportionate share of Outstanding Parity Obligations attributable to and the responsibility of each Participant in the Financing System.

"*Federal Securities*" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

"*Fiscal Year*" means the fiscal year of the Board which currently ends on August 31 of each year.

"*Funded Debt*" means all Parity Obligations that mature by their terms (in the absence of the exercise of any earlier right of demand), or are renewable at the option of the Board to a date, more than one year after the original creation, assumption, or guarantee of such Debt by the Board.

"*IRS Code*" means the Internal Revenue Code of 1986, as amended.

"*Maturity*", when used with respect to any Debt, means the date on which the principal of such Debt or any installment thereof becomes due and payable as therein provided, whether at the Stated Maturity thereof or by declaration of acceleration, call for redemption, or otherwise.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Non-Recourse Debt*" means any Debt secured by a lien (other than a lien on Pledged Revenues), liability for which is effectively limited to the property subject to such lien with no recourse, directly or indirectly, to any other property of the Board attributable to the Financing System; provided, however, that such Debt is being incurred in connection with the acquisition of property only, which property is not, at the time of such occurrence, owned by the Board and being used in the operations of a Participant.

"*Officer's Certificate*" means a certificate executed by the Designated Financial Officer.

"*Opinion of Counsel*" means a written opinion of counsel, which counsel shall be acceptable to the Board.

"*Outstanding*" when used with respect to Parity Obligations means, as of the date of determination, all Parity Obligations theretofore delivered under this Resolution and any resolution hereafter adopted authorizing the issuance of Parity Obligations, except:

- (1) Parity Obligations theretofore cancelled and delivered to the Board or delivered to the Paying Agent or the Registrar for cancellation;

(2) Parity Obligations deemed paid pursuant to the provisions of Section 19 of this Resolution or any comparable section of any resolution hereafter adopted authorizing the issuance of Parity Obligations;

(3) Parity Obligations upon transfer of or in exchange for and in lieu of which other Parity Obligations have been authenticated and delivered pursuant to this Resolution; and

(4) Parity Obligations under which the obligations of the Board have been released, discharged, or extinguished in accordance with the terms thereof;

provided, however, that, unless the same is acquired for purposes of cancellation, Parity Obligations owned by the Board shall be deemed to be Outstanding as though it was owned by any other owner.

"Outstanding Principal Amount" means, with respect to all Parity Obligations or to a series of Parity Obligations, the outstanding and unpaid principal amount of such Parity Obligations paying interest on a current basis and the outstanding and unpaid principal and compounded interest on such Parity Obligations paying accrued, accreted, or compounded interest only at maturity as of any Record Date established by a Registrar in connection with a proposed amendment of this Resolution.

"Parity Obligations" means all Debt of the Board which may be issued or assumed in accordance with the terms of this Resolution and any resolution authorizing the issuance of Debt on a parity with the Bonds, secured by a pledge of the Pledged Revenues subject only to the liens securing Prior Encumbered Obligations. For purposes of this definition, the Previously Issued Parity Obligations and the Bonds constitute Parity Obligations.

"Participant in the Financing System" and *"Participant"* means each of the agencies, institutions and branches of the University and such agencies, institutions and branches hereafter designated by the Board to be a participant in the Financing System. Currently, the University is the only Participant in the Financing System.

"Paying Agent/Registrar", *"Paying Agent"* or *"Registrar"* means each of the agents (one or more) appointed pursuant to Section 12 of this Resolution, or any successor to any such agent.

"Pledged Revenues" means, subject to the provisions of the Prior Encumbered Obligations, the Revenue Funds, including all of the funds and balances now or hereafter lawfully available to the Board and derived from or attributable to any Participant of the Financing System which are lawfully available to the Board for payments on Parity Obligations; provided, however, that the following shall not be included in Pledged Revenues unless and to the extent set forth in a resolution authorizing the issuance of Parity Obligations: (a) amounts received by the University under Article VII, Section 17 of the Constitution of the State of Texas, including the income therefrom and any fund balances relating thereto; and (b) except to the extent so specifically appropriated, general revenue funds appropriated to the Board by the Legislature of the State of Texas.

"Potential Refunded Bonds" means the outstanding Previously Issued Parity Obligations previously issued by or on behalf of the Board.

"Previously Issued Parity Obligations" means the Parity Obligations previously issued by or on behalf of the Board payable from the same source as the Bonds that remain Outstanding.

"Prior Encumbered Obligations" means those outstanding bonds or other obligations of an institution which becomes a Participant of the Financing System after the date of adoption of this Resolution, which are secured by a lien on and pledge of the Prior Encumbered Revenues charged and collected at such institution or agency, and any other bonds or other obligations secured by revenues which are hereafter designated by the Board as a Pledged Revenue.

"Prior Encumbered Revenues" means (i) the revenues pledged to the payment of Prior Encumbered Obligations of the University and (ii) the revenues of any revenue producing system or facility of an institution or agency which hereafter becomes a Participant of the Financing System and which are pledged to the payment of bonds or other obligations outstanding on the date such institution or agency becomes a Participant of the Financing System.

"Prior Resolutions" means the resolutions adopted by the Board authorizing the issuance of the Previously Issued Parity Obligations.

"Record Date" means, with respect to the Bonds, the business day of each month as set forth in the Award Certificate.

"Refunded Bonds" means the Potential Refunded Bonds refunded by the Bonds as set forth in the Award Certificate.

"Registration Books" means the books or records relating to the registration, payment, and transfer or exchange of the Bonds maintained by the Paying Agent/Registrar pursuant to Section 12 of this Resolution.

"Resolution" means this Resolution authorizing the sale of the Bonds.

"Revenue Financing System" or *"Financing System"* means the "Stephen F. Austin State University Revenue Financing System", currently for the benefit of the University, and such other institutions and agencies now or hereafter under the control or governance of the Board, and made a Participant of the Revenue Financing System by specific action of the Board.

"Revenue Funds" means the "revenue funds" of the Board (as defined in Section 55.01 of the Texas Education Code to mean the revenues, incomes, receipts, rentals, rates, charges, fees, grants, and tuition levied or collected from any public or private source by an institution of higher education, including interest or other income from those funds) derived by the Board from the operations of each of the Participants. The term "Revenue Funds" does not include, with respect to each series or issue of Parity Obligations, any tuition, rentals, rates, fees, or other

charges attributable to any student in a category which, at the time of the adoption by the Board of a resolution relating to such Parity Obligations, is exempt by law or by the Board from paying such tuition, rentals, rates, fees, or other charges.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

"*Series*" means any designated series or subseries of Bonds issued pursuant to this Resolution.

"*Series 2004 Bonds*" means the Board of Regents of Stephen F. Austin State University Revenue Financing System, Texas Public Finance Authority Revenue Bonds, Series 2004, issued in the original aggregate principal amount of \$26,030,000.

"*Series 2005A Bonds*" means the Board of Regents of Stephen F. Austin State University Revenue Financing System, Texas Public Finance Authority Revenue Bonds, Series 2005, issued in the aggregate principal amount of \$55,365,000.

"*Stated Maturity*" when used with respect to any Debt or any installment of interest thereon means any date specified in the instrument evidencing or authorizing such Debt or such installment of interest as a fixed date on which the principal of such Debt or any installment thereof or the fixed date on which such installment of interest is due and payable.

"*Subordinated Debt*" means any Debt which expressly provides that all payments thereon shall be subordinated to the timely payment of all Parity Obligations then Outstanding or subsequently issued.

"*Taxable Bonds*" means each Series of Bonds bearing interest at a taxable rate.

"*Tax-Exempt Bonds*" means each Series of Bonds bearing interest which is excludable from gross income for federal taxation purposes pursuant to Section 103 of the IRS Code.

"*Term of Issue*" means with respect to any Balloon Debt, including, without limitation, commercial paper, a period of time equal to the greater of (i) the period of time commencing on the date of issuance of such Balloon Debt and ending on the final maturity date of such Balloon Debt or the maximum maturity date in the case of commercial paper or (ii) twenty-five years.

"*University*" means Stephen F. Austin State University, together with every other agency or general academic institution or branch thereof now or hereafter operated by or under the jurisdiction of the Board acting for and on behalf of Stephen F. Austin State University pursuant to law.

EXHIBIT B
FORM OF BOND

UNITED STATES OF AMERICA
STATE OF TEXAS
BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY REVENUE
FINANCING SYSTEM REVENUE REFUNDING BONDS, SERIES 2015

NO. R- **PRINCIPAL
AMOUNT**

INTEREST RATE*	MATURITY DATE	[BOND DATE] [ISSUANCE DATE]*	CUSIP
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REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

ON THE MATURITY DATE specified above, the BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY (the "Board"), being an agency and political subdivision of the State of Texas, hereby promises to pay to the Registered Owner, specified above, or the registered assignee hereof (either being hereinafter called the "registered owner") the principal amount, specified above, and to pay interest thereon, calculated on the basis of a 360-day year composed of twelve 30-day months, from the [Bond Date][Issuance Date], specified above, to the Maturity Date, specified above, at the interest rate per annum, specified above; with interest being payable on _____*, and semiannually on each _____* and _____* thereafter, except that if the date of authentication of this Bond is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges, solely from funds of the

* As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

Board required by the resolution authorizing the issuance of the Bonds to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity at the designated corporate trust office in _____, Texas (the "Designated Trust Office") of _____, which is the initial "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check, dated as of such interest payment date, and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at the address of the registered owner, as it appeared on the last business day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described; provided, that upon the written request of any owner of not less than \$1,000,000 in principal amount of Bonds provided to the Paying Agent/Registrar not later than the Record Date immediately preceding an interest payment date, interest due on such Bonds on such interest payment date shall be made by wire transfer to any designated account within the United States of America. In addition, interest may be paid by such other method acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner hereof. The Bond Resolution (hereinafter defined) contains covenants for the benefit of the registered owner of this Bond that on or before each principal payment date and interest payment date for this Bond, the amounts required to provide for the payment, when due, in immediately available funds, of all principal of and interest on the Bonds will be made available to the Paying Agent/Registrar. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined by a book entry at a securities depository for the Bonds, payments made to the securities depository, or its nominee, shall be made in accordance with arrangements between the Board and the securities depository. All Bonds of this Series are issuable solely as fully registered bonds, without interest coupons in the denomination of any integral multiple of \$5,000 (an "Authorized Denomination"). Terms used herein and not otherwise defined have the meaning given in the Bond Resolution (hereinafter defined).

THIS BOND is one of a Series of Bonds, dated as of _____, 201^{*}, authorized in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of \$_____^{*}, issued pursuant to a resolution adopted by the Board on April 13, 2015, (the "Bond Resolution"), FOR THE PURPOSE OF (i) REFUNDING ALL OR A PORTION OF THE POTENTIAL REFUNDED BONDS AND (ii) PAYING THE COSTS OF ISSUANCE OF THE BONDS.

ON _____, 20____^{*}, or on any date thereafter, the Bonds of this Series maturing on and after _____, 20____^{*} may be redeemed prior to their scheduled maturities, by the Board, with funds derived from any available and lawful source, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular Bonds, or portions thereof, to be

^{*}As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

redeemed shall be selected and designated by the Board, and if less than all of a maturity is to be redeemed the Registrar shall determine by lot the Bonds, or portions thereof within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in integral multiples of \$5,000 of principal amount); provided, that during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and such interest rate shall be selected in accordance with the arrangements between the Board and the securities depository.

THE BONDS maturing on _____, 20__* are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date:

Bonds Maturing _____, 20__*	
<u>Redemption Date</u>	<u>Principal Amount</u>
_____, 20__	\$ _____
_____, 20__	_____*
* Final Maturity	

THE PRINCIPAL AMOUNT of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Board by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the Board, at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Board at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.

AT LEAST 30 calendar days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to (i) the registered owner of each Bond to be redeemed at its address as it appeared on the Registration Books on the 45th calendar day prior to such redemption date and (ii) major securities depositories and bond information services. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions for which such payment is made, all as provided above. If such written notice of redemption is effected and if due provision for such payment is made, all as provided above, the

* As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any authorized denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Board, all as provided in the Bond Resolution.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Bond Resolution have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Board, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Board shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city of New York, New York, or in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND OR ANY PORTION OR PORTIONS HEREOF IN ANY AUTHORIZED DENOMINATION may be assigned and shall be transferred only in the Registration Books kept by the Paying Agent/Registrar acting in the capacity of registrar for the Bonds, upon the terms and conditions set forth in the Bond Resolution. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Bond shall be executed by the registered owner or its duly authorized attorney or representative, to evidence the assignment hereof. A new Bond or Bonds payable to such assignee or assignees (which then will be the new registered owner or owners of such new Bond or Bonds), or to the previous

registered owner in the case of the assignment and transfer of only a portion of this Bond, may be delivered by the Paying Agent/Registrar in exchange for this Bond, all in the form and manner as provided in the next paragraph hereof for the exchange of other Bonds. The Board shall pay the Paying Agent/Registrar's fees and charges, if any, for making such transfer or exchange as provided below, but the one requesting such transfer or exchange shall pay any taxes or other governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make transfers of registration or exchange of this Bond or any portion hereof during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date. The registered owner of this Bond shall be deemed and treated by the Board and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Bond to the extent of such payment, and, to the extent permitted by law, the Board and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

AS PROVIDED IN THE BOND RESOLUTION, this Bond, or any unredeemed portion hereof, may, at the request of the registered owner or the assignee or assignees hereof, be exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, in the same form, and bearing interest at the same rate, in any Authorized Denomination as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Resolution.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering, or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Board, resigns, or otherwise ceases to act as such, the Board has covenanted in the Bond Resolution that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; that the Series of Bonds of which this Bond is one constitute Parity Obligations under the Bond Resolution; and that the interest on and principal of this Bond, together with the other Bonds of this Series and the other outstanding Parity Obligations are equally and ratably secured by and payable from a lien on and pledge of the Pledged Revenues, subject only to the provisions of, and the lien on and pledge of certain Pledged Revenues to, the Prior Encumbered Obligations.

THE BOARD has reserved the right, subject to the restrictions referred to in the Bond Resolution, (i) to issue additional Parity Obligations which also may be secured by and made payable from a lien on and pledge of the aforesaid Pledged Revenues, in the same manner and to the same extent as this Bond, and (ii) to amend the provisions of the Bond Resolution under the conditions provided in the Bond Resolution.

NEITHER THE State of Texas, the Board, nor any other agency, political corporation, or political subdivision of the State of Texas is obligated to pay the principal of or interest on the Bonds, other than as provided herein and in the Bond Resolution. Neither the faith and credit nor the taxing power of the State of Texas, nor any agency, political corporation or political subdivision of the State of Texas is pledged to the payment of the principal of or interest on the Bonds.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Resolution, agrees to be bound by such terms and provisions, acknowledges that the Bond Resolution is duly recorded and available for inspection in the official minutes and records of the Board, and agrees that the terms and provisions of this Bond and the Bond Resolution constitute a contract between each registered owner hereof and the Board.

IN WITNESS WHEREOF, in accordance with the terms of the Bond Resolution, this Bond has been signed with the manual or facsimile signature of the Chair of the Board and countersigned with the manual or facsimile signature of the Secretary of the Board, and the official seal of Stephen F. Austin State University has been duly impressed, or placed in facsimile, on this Bond.

Secretary, Board of Regents of
Stephen F. Austin State University

Chair, Board of Regents of
Stephen F. Austin State University

(BOARD SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been issued under the provisions of the Bond Resolution described in this Bond; and that this Bond has been issued in conversion of and exchange for or replacement of a bond, bonds, or a portion of a bond or bonds of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Paying Agent/Registrar

Dated:

Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

UNIF GIFT MIN ACT--

TEN COM --	as tenants in common
TEN ENT --	as tenants by the entireties
JT TEN --	as joint tenants with right of survivorship and not as tenants in common

_____Custodian_____

(Cust) (Minor)

under Uniform Gifts to

Minors Act _____

(State)

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Please insert Social Security or
Other Identification Number of Assignee

/ _____ /

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitutes and appoints _____ to transfer said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

NOTICE: Signature(s) must be guaranteed by the Securities Transfer Association signature guarantee program.

**FORM OF REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS TO ACCOMPANY
THE INITIAL BOND**

COMPTROLLER'S REGISTRATION CERTIFICATE

REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

INSERTIONS FOR THE INITIAL BOND

The initial Bond shall be in the form set forth in this Exhibit, except that:

- A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.
- B. the first paragraph shall be deleted and the following will be inserted:

"ON THE MATURITY DATE SPECIFIED ABOVE, the BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY (the "Board"), being an agency and political subdivision of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____* in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Principal</u> <u>Amount</u>	<u>Maturity</u> <u>()</u>	<u>Interest</u> <u>Rate</u>
---	---	--

(Information from the Award Certificate of the Designated Financial Officer to be inserted)

The Board promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____, 20____* at the respective Interest Rate per annum specified above. Interest is payable on _____, 20____* and semiannually on each _____* and _____* thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The initial Bond shall be numbered "T-1"

*As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

EXHIBIT C**DESCRIPTION OF ACCOUNTING PRINCIPLES**

The financial statements of Stephen F. Austin University will be prepared in accordance with the Texas Comptroller of Public Accounts' Annual Financial Reporting Requirements, and follow to the extent practical, the AICPA Industry Audit Guide Audits of Colleges and Universities, 1973, as amended by AICPA Statement of Position (SOP) 74-8, Financial Accounting and Reporting by Colleges and Universities, or such other accounting principles as the Board may be required to employ from time to time pursuant to state law or regulation.