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

July 10, 1990

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The meeting was called to order by Mrs. Peggy Wedgeworth Wright, Chairman of the Board of Regents, at 9:00 a.m., July 10, 1990.

REGENTS

PRESENT: Senator Roy M. Blake of Nacogdoches
Mr. Homer Bryce of Henderson
Mr. Larry J. Christopher of Crockett
Mr. Dan Haynes of Bullard
Mr. Richard Hile of Jasper
Mr. Kelly Jones of Arlington
Mr. James M. Windham, Jr. of Houston
Mrs. Peggy Wedgeworth Wright of Nacogdoches

ABSENT: Mr. Wayne Salvant of Fort Worth

STAFF

PRESENT: Dr. William R. Johnson, President
Mr. Don L. Henry, Vice President for Administrative and Fiscal Affairs
Dr. Baker Pattillo, Vice President for University Affairs
Dr. James V. Reese, Vice President for Academic Affairs
Dr. Nancy Speck, Vice President for University Advancement
Ms. Lucy Stringer, Assistant to the President and Editor of University Publications

VISITORS

Mr. Chris Tiensch, President, Student Government Association
Ms. Diana Grebel, Copy Editor, The Pine Log
Ms. Jacqui Sundeen, The Daily Sentinel
Ms. Alice Rios, KJCS Radio
Dr. Kenneth Mace, Chairman, Faculty Senate
Mr. Greg Patterson, Photographer, University News and Information Services
Mr. Hardy Meredith, Photographer, The Daily Sentinel
MINUTES OF THE MEETING
BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

July 10, 1990

90-95
Upon motion of Regent Hile, seconded by Regent Jones, with all members voting aye, it was ordered that the minutes of the April 24, 1990, meeting of the Board of Regents be corrected as follows:

Upon motion of Regent Christopher, seconded by Regent Windham, with all members voting aye, it was ordered that Regents Dan Haynes, Roy Blake and Richard Hile be appointed to an ad hoc committee, with Robert J. Provan, University Legal Counsel, as advisor, to review the rules and regulations of the Board of Regents and report findings to the Board at its October, 1990, meeting.

90-96
Upon motion of Regent Hile, seconded by Regent Jones, with all members voting aye, it was ordered that the following faculty and staff appointments for 1989-90 be approved:

1. Art

Ms. Jacquelyn P. Galbraith, Lecturer, 46, M.A. (Stephen F. Austin State University), at a salary of $2,400 for 100% time for two months, effective April 10, 1990.

2. Physical Plant Department

Mr. James Michael Griffith, Assistant Safety Officer, at a salary of $20,000 for 100% time effective May 25, 1990.

3. Administrative and Fiscal Affairs

Mr. Kenneth Wayne Vaughan, Assistant Director of Purchasing, at a salary of $24,000 for 100% time effective June 4, 1990.

4. University Affairs

Ms. Mary Bostwick, Counselor, at a salary of $22,000 for twelve months, effective May 5, 1990.

Mr. Ronald Powell, Men's Assistant Basketball Coach, at a salary of $35,000 for ten and one-half months, effective April 4, 1990.

Mr. James Rader, Facilities Manager in the University Center, at a salary of $20,000 for twelve months, effective June 1, 1990.
Upon motion of Regent Haynes, seconded by Regent Bryce, with all members voting aye, it was ordered that the following faculty and staff appointments for Summer, 1990, be approved:

1. Agriculture

Dr. David H. Miller, Associate Professor, at a salary of $4,750 for 100% time for Summer II, 1990.

2. Art

Mr. John Daniel, Professor, at a salary of $3,398 for 50% time for Summer I, 1990.

Ms. Joyce B. Terrell, Lecturer, 55, M.S. (East Texas State University), at a salary of $1,500 for 50% time for Summer I, 1990.

3. Communication

Mr. Terry Bishop, Lecturer, at a salary of $2,600 for 100% time for Summer I, 1990.

Mr. Jeff Blaszak, Lecturer, at a salary of $2,600 for 100% time for Summer I, 1990.

Mr. Delton McGuire, Lecturer, at a salary of $3,000 for 100% time for Summer I, 1990.

Ms. Wanda Mouton, Lecturer, 37, M.A. (University of Texas-Permian Basin), at a salary of $3,750 for 100% time for Summer I, 1990.

4. Computer Science

Ms. Gail J. Leslie, Lecturer, at a salary of $8,333 for 100% time for both Summer I and Summer II, 1990.

5. Elementary Education

Dr. Mary Appleberry, Part-time Professor, at a salary of $4,000 for 100% time for Summer II, 1990.

Ms. Vikki B. Boatman, Part-time Instructor, at a salary of $1,500 for 50% time for Summer I, 1990.

Ms. Cynthia L. Heckler, Part-time Instructor, 27, M.S. (Stephen F. Austin State University), at a salary of $4,200 for 50% time for Summer I and 100% time for Summer II, 1990.

Ms. Charlotte O. Kennemer, Part-time Instructor, at a salary of $4,000 for 100% time for Summer I, 1990.

Ms. Peggy Price, Lecturer, at a salary of $3,500 for 100% time for Summer II, 1990.
Ms. Lesha A. Rose, Part-time Instructor, 26, M.Ed. (Stephen F. Austin State University), at a salary of $3,680 for 100% time for Summer I, 1990.

Dr. Donna G. Shaw, Visiting Assistant Professor, at a salary of $4,000 for 100% time for Summer I, 1990.

Dr. Sylvia W. Stalker, Visiting Assistant Professor, at a salary of $2,000 for 50% time for Summer I, 1990.

Ms. Jean R. Steel, Part-time Instructor, at a salary of $1,820 for 50% time for Summer I, 1990.

Ms. Joyce Tinkle, Part-time Instructor, at a salary of $3,000 for 100% time for Summer I, 1990.

Ms. Suzanne P. White, Part-time Instructor, at a salary of $1,500 for 50% time for Summer I, 1990.

Ms. Claudia G. Whitley, Part-time Instructor, at a salary of $3,000 for 100% time for Summer I, 1990.

6. English and Philosophy

Ms. Debbie Bush, Part-time Instructor, at a salary of $1,167 for 50% time for Summer I and Summer II, 1990.

Mr. George Dodson, Part-time Instructor, at a salary of $1,167 for 50% time for Summer I and Summer II, 1990.

Mr. Boyd Dollar, Part-time Instructor, at a salary of $2,333 for 100% time for Summer I, 1990.

Ms. Anne M. Duncan, Part-time Instructor, at a salary of $1,167 for 50% time for Summer I, 1990.

Mr. John Gibbs, Part-time Instructor, at a salary of $1,167 for 50% time for Summer I and Summer II, 1990.

Ms. Betty Haley, Part-time Instructor, at a salary of $2,333 for 100% time for Summer I and Summer II, 1990.

Ms. Mary Pierce-Daniel, Part-time Instructor, at a salary of $1,167 for 50% time for Summer I and Summer II, 1990.

Mr. Robert Richey, Part-time Instructor, at a salary of $2,333 for 100% time for Summer I, 1990.

Ms. Lynda Russell, Part-time Instructor, at a salary of $2,333 for 100% time for Summer I, 1990.

Dr. Michael Lee Stapleton, Assistant Professor, at a salary of $4,333 for 100% time for Summer II, 1990.
Mr. Craig Tallent, Part-time Instructor, at a salary of $1,167 for 50% time for Summer I and Summer II, 1990.

Ms. Leann West, part-time Instructor, at a salary of $2,333 for 100% time for Summer I, 1990.

7. Home Economics

Ms. Ethelind S. Gibson, Instructor, at a salary of $2,000 for 50% time for Summer I, 1990.

8. Management and Marketing

Dr. Donald R. Curtis, Assistant Professor, at a salary of $6,667 for 100% time for Summer II, 1990.

Dr. Warren W. Fisher, Associate Professor and Chairman, at a salary of $7,636 for 100% time for Summer II, 1990.

9. Modern Languages

Mr. Brent J. Carbaial, Assistant Professor, at a salary of $4,167 for 100% time for Summer II, 1990.

Ms. Melissa J. Miller, Part-time Instructor, at a salary of $1,867 for 75% time for Summer I and Summer II, 1990.

10. Music

Mr. Melvin Montgomery, Associate Professor Emeritus, at a salary of $800 for 16% time for two weeks, effective June 1, 1990.

11. Physics and Astronomy

Mr. Edward Michaels, Lecturer and Lab Coordinator, at a salary of $7,797 for 100% time for Summer I and Summer II, 1990.

12. Political Science and Geography

Dr. Joseph E. Fults, Lecturer, at a salary of $2,500 for 50% time for Summer I and Summer II, 1990.

Dr. Harry V. Hoechten, Lecturer, at a salary of $1,387 for 50% time for Summer I, 1990.

13. Secondary Education

Dr. Bobby D. Browning, Part-time Assistant Professor, at a salary of $2,000 for 50% time for Summer I, 1990.

Dr. Guy T. Harrison, Part-time Assistant Professor, at a salary of $2,000 for 50% time for Summer I, 1990.
Dr. Darryl L. Morris, Lecturer, at a salary of $4,000 for 100% time for summer II, 1990.

Mr. Malcolm N. Rector, Part-time Instructor, at a salary of $4,000 for 50% time for Summer I and Summer II, 1990.

14. Stone Fort Museum

Dr. James Corbin, Director, at a salary of $5,096 for 100% time for three months effective June 1, 1990.

15. Theatre


Mr. Colin D. Riley, Guest Director for Summer Repertory, at a salary of $1,000 for 33% time for one month, effective June 1, 1990.

16. Applied Studies

The following faculty are teaching for the summer terms, at the location, and for the salary indicated.

<table>
<thead>
<tr>
<th>Faculty Name</th>
<th>Location</th>
<th>Course</th>
<th>Salary</th>
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<tr>
<td>Mr. James Bowman</td>
<td>Coffield and Michael</td>
<td>SI/SII</td>
<td>$1,217</td>
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<tr>
<td>Dr. Tim Clipson</td>
<td>Humble</td>
<td>SI/SII</td>
<td>$1,040</td>
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<tr>
<td>Dr. James Dennis</td>
<td>Humble</td>
<td>SI/SII</td>
<td>$1,040</td>
</tr>
<tr>
<td>Dr. Ralph Eddins</td>
<td>Fairfield and Longview</td>
<td>SI/SII</td>
<td>$1,124</td>
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<tr>
<td>Dr. Harry Downing</td>
<td>Cypress</td>
<td>SI</td>
<td>800</td>
</tr>
<tr>
<td>Dr. Harold Hill</td>
<td>Longview</td>
<td>SI/SII</td>
<td>936</td>
</tr>
<tr>
<td>Dr. Jerry Irons</td>
<td>Humble, and Coordinator</td>
<td>SI/SII</td>
<td>2,040</td>
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<tr>
<td>Dr. Mary E. Lowe</td>
<td>Humble</td>
<td>SI/SII</td>
<td>1,040</td>
</tr>
<tr>
<td>Dr. Samir Maamary</td>
<td>Humble</td>
<td>SI/SII</td>
<td>1,040</td>
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<tr>
<td>Mr. Miles McCall</td>
<td>Coffield and Michael</td>
<td>SI/SII</td>
<td>4,550</td>
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<td>(2 courses each)</td>
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<tr>
<td>Dr. Bennat Mullen</td>
<td>Fairfield and Humble</td>
<td>SI/SII</td>
<td>1,228</td>
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<tr>
<td>Dr. Milton Payne</td>
<td>Fairfield</td>
<td>SI/SII</td>
<td>988</td>
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<tr>
<td>Dr. Hugh Prewitt</td>
<td>Humble</td>
<td>SI/SII</td>
<td>1,040</td>
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<td>Mr. Jesse Richardson</td>
<td>Michael and Coffield</td>
<td>SI/SII</td>
<td>1,717</td>
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<td>Dr. John Thornton</td>
<td>Longview</td>
<td>SI/SII</td>
<td>936</td>
</tr>
<tr>
<td>Dr. Walter Trikosko</td>
<td>Longview</td>
<td>SI/SII</td>
<td>936</td>
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90-98
Upon motion of Regent Christopher, seconded by Regent Blake, with all members voting aye, it was ordered that the following changes of status for Spring and Summer, 1990, be approved:

1. Computer Science

Dr. Jarrell Grout, Professor, from a salary of $8,374 for 50% time for Summer I and Summer II, to a salary of $4,187 for 50% time for Summer I, 1990, only.
Mr. William Long, Instructor, from a salary of $4,680 for 100% time for Summer II, to a salary of $9,360 for 100% time for Summer I and Summer II, 1990.

Mr. Charles Allen West, Instructor, from a salary of $5,008 for 100% time for Summer I, to a salary of $10,015 for 100% time for Summer I and Summer II, 1990.

2. English and Philosophy

Dr. Terry Box, Professor, from a salary of $5,907 for 100% time for Summer I only, to a salary of $8,861 for 100% time for Summer I and 50% time for Summer II, 1990.

Dr. Leon Schultz, Associate Professor, from a salary of $2,587 for 50% time for Summer II, to a salary of $5,174 for 100% time for Summer I, 1990.

3. Forestry

Dr. Victor Bilan, Professor, from a salary of $4,646 for 50% time for Summer I, to a salary of $18,582 for 100% time for Summer I and Summer II, 1990.

Dr. Michael Fountain, Associate Professor, from a salary of $2,744 for 50% time for Summer I, to a salary of $5,488 for 100% time for Summer I, 1990.

Dr. Malcolm MacPeak, Assistant Professor, from a salary of $2,430 for 50% time for Summer I, to a salary of $4,861 for 100% time for Summer I, 1990.

Mr. David Tracey, Instructor, from a salary of $1,644 for 50% time for Summer I, to a salary of $3,288 for 100% time for Summer I, 1990.

Dr. Montague Whiting, Associate Professor, from a salary of $2,776 for 50% time for Summer I, to a salary of $5,452 for 100% time for Summer I, 1990.

4. Home Economics

Dr. Patsy J. Hallman, Professor, from a salary of $7,267 for 100% time for Summer I, to a salary of $10,871 for 100% time for Summer I and for 50% time for Summer II, 1990.

5. Mathematics and Statistics

Dr. Jasper Adams, from Professor at a salary of $15,039 for 100% time for Summer I and Summer II, to Professor and Chair at a salary of $16,406 for 100% time for Summer I and Summer II, 1990.

Mr. Bobby Boudria, Assistant Professor, from a salary of $4,640 for 100% time for Summer II only, to a salary of $6,960 for 100% time for Summer I and 50% time for Summer II, 1990.

Mr. Julius Burkett, Assistant Professor, from a salary of $5,138 for 100% time for Summer I only, to a salary of $7,701 for 100% time for Summer I and 50% time for Summer II, 1990.
Dr. James Cunningham, Assistant Professor, from a salary of $7,151 for 100% time for Summer I and 50% time for Summer II, to a salary of $4,767 for 100% time for Summer II, 1990, only.

Dr. Sandra McCune, Instructor, from a salary of $3,807 for 100% time for Summer II, to a salary of $4,767 for 100% time for Summer II, 1990 only.

Dr. Sandra McCune, Instructor, from a salary of $3,807 for 100% time for Summer I only, to a salary of $5,710 for 100% time for Summer I and 50% time for Summer II, 1990.

Mr. Joseph T. Robbins, Assistant Professor, from a salary of $4,874 for 100% time for Summer II only, to a salary of $9,749 for 100% time for Summer I and Summer II, 1990.

Dr. Pamela Roberson, Assistant Professor, from a salary of $2,503 for 50% time for Summer II, to a salary of $5,006 for 100% time for Summer II, 1990.

6. Music

Dr. Laurence Kaptain, Assistant Professor, from a salary of $2,375 for 50% time for Summer I, to a salary of $3,755 for 80% time for Summer I, 1990.

Dr. Max Morley, Associate Professor, from a salary of $1,851 for 33% time for Summer II only, to a salary of $7,404 for 100% time for Summer I and 33% time for Summer II, 1990.

Dr. John L. Whitwell, Associate Professor, from a salary of $6,010 for 100% time for Summer II only, to a salary of $12,020 for 100% time for Summer I and Summer II, 1990.

7. Political Science and Geography

Dr. Richard Herzog, Assistant Professor, from a salary of $4,619 for 100% time for Summer I, to a salary of $2,310 for 50% time for Summer I, 1990.

8. Psychology

Dr. Bruce E. Bailey, Professor, from a salary of $3,205 for 50% time for Summer II only, to a salary of $4,861 for 26% time for Summer I and 50% time for Summer II, 1990.

Dr. Verna L. Barron, Associate Professor, from a salary of $5,148 for 100% time for Summer I only, to a salary of $6,022 for 100% time for Summer I and 17% time for Summer II, 1990.

Dr. Raymond L. Eastman, Associate Professor, from a salary of $5,237 for 100% time for Summer I only, to a salary of $7,856 for 100% time for Summer I and 50% time for Summer II, 1990.
9. Social Work

Mr. Arlyn Vierkant, Part-time Instructor, from a salary of $3,500 for 50% time for the spring semester, to a salary of $4,232 for 75% time, effective April 20, 1990, through remainder of spring semester.

10. Sociology

Dr. Constance Spreadbury, Professor, from a salary of $5,909 for 100% time for Summer II, to a salary of $6,753 for 100% time for Summer II, 1990. This is to correct an error in calculating summer rate.

11. Administrative and Fiscal Affairs

Ms. Diana J. Boubel, from Assistant Director of Inventory at a salary of $20,738 for 100% time to Interim Director of Purchasing at a salary of $30,000 for 100% time effective April 30, 1990.

12. University Affairs

Ms. Nell Fortner, women's Assistant Basketball Coach and Instructor for nine months at a salary of $23,870 to Assistant Basketball Coach and Instructor for ten and one-half months at a salary of $27,848, effective March 8, 1990.

90-99
Upon motion of Regent Blake, seconded by Regent Jones, with all members voting aye, it was ordered that the following faculty and staff appointments for 1990-91 be approved:

1. Administrative Services

Dr. Mary Ellen Murray, Assistant Professor, 34, Ed.D. (Memphis State University), at a salary of $33,000 for 100% time for nine months, effective fall semester, 1990.

2. Agriculture

Dr. David H. Miller, Associate Professor, 46, Ph.D. (Texas A&M University), at a salary of $33,250 for 100% time for ten and one-half months, effective fall semester, 1990.

3. Applied Studies

Ms. Sarah N. Richardson, Lecturer, at a salary of $15,288 for 100% time for nine months, effective fall semester, 1990.

4. Counseling and Special Educational Programs

Mr. Neill S. Hays, Part-time Assistant Professor, at a salary of $13,176 for 50% time for nine months, effective fall semester, 1990.
Dr. Scott D. Lowery, Associate Professor, 42, Ph.D. (University of Illinois), at a salary of $32,000 for 100% time for nine months, effective fall semester, 1990.

5. Criminal Justice

Dr. Victor D. Lofgreen, Assistant Professor, 46, Ph.D. (University of Lincoln), at a salary of $24,750 for 100% time for nine months, effective fall semester, 1990.

6. English and Philosophy

Mr. George M. Dodson, Graduate Teaching Intern, at a salary of $14,000 for 100% time for nine months, effective fall semester, 1990.

Mr. John Thomas Franklin, Instructor, 34, M.A. (Miami University), at a salary of $25,000 for 100% time for nine months, effective fall semester, 1990.

Dr. W. Dale Hearell, Assistant Professor, 38, Ph.D. (Washington State University), at a salary of $26,500 for 100% time for nine months, effective fall semester, 1990.

Dr. Michael Lee Stapleton, Assistant Professor, 32, Ph.D. (University of Michigan), at a salary of $26,000 for 100% time for nine months, effective fall semester, 1990.

7. Home Economics

Ms. Linda Louise Nichols, Lecturer, 42, M.S.Ed. (Stephen F. Austin State University) at a salary of $18,000 for 100% time for nine months, effective fall semester, 1990.

Ms. Sally Ann Swearingen, Part-time Lecturer, at a salary of $7,600 for 50% time for nine months, effective fall semester, 1990.

8. Management and Marketing

Dr. Warren W. Fisher, Associate Professor and Chairman, 40, Ph.D. (University of Texas), at a salary of $56,000 for 100% time for eleven months, effective fall semester, 1990.

Ms. Lone B. Wittliff, Lecturer, at a salary of $20,053 for 100% time for nine months, effective fall semester, 1990.

9. Modern Languages

Mr. Brent J. Carbajal, Assistant Professor, 28, M.A. (University of Washington), at a salary of $25,000 for 100% time for nine months, effective fall semester, 1990.
10. Music

Dr. Terry E. Eder, Associate Professor, 44, D.M.A. (University of Oklahoma), at a salary of $32,000 for 100% time for nine months, effective fall semester, 1990.

Mr. Stephen D. Grugin, Assistant Professor, 32, M.M. (Northwestern University), at a salary of $26,000 for 100% time for nine months, effective fall semester, 1990.

11. Political Science and Geography

Dr. Gerald L. Collier, Part-time Professor, at a salary of $22,655 for 50% time for nine months, effective fall semester, 1990.

Dr. Darrel Lee McDonald, Assistant Professor, 40, Ph.D. (Texas A & M University), at a salary of $26,500 for 100% time for nine months, effective fall semester, 1990.

12. Psychology

Mr. Mark Robert Ludorf, Instructor, 27, M.A. (University of Kansas), at a salary of $27,000 for 100% time for nine months, effective fall semester, 1990.

90-100

Upon motion of Regent Bryce, seconded by Regent Windham, with all members voting aye, it was ordered that the following changes of status for 1990-91 be approved:

1. Administrative Services

Dr. Betty Johnson, Professor and Chair, from a salary of $49,817 for 100% time for eleven months, to a salary of $52,500 for 100% time for eleven months as an adjustment, effective fall semester, 1990.

2. Art

Mr. Gary Frields, Assistant Professor, from a salary of $26,033 for 100% time for nine months, to a salary of $28,033 for 100% time for nine months as an adjustment, effective fall semester, 1990.

3. Biology

Dr. Don Hay, Professor and Chair, from a salary of $49,352 for 100% time for eleven months to a salary of $51,500 for 100% time for eleven months as an adjustment, effective fall semester, 1990.

4. Communication

Mr. Benjamin F. Hobbs, Associate Professor, from a salary of $32,875 for 100% time for twelve months, to a salary of $32,875 for 100% time
for nine months effective fall semester, 1990. This is to correct an error in the printed budget.

Dr. Robert Ramsey, Associate Professor, from a salary of $39,961 for 100% time for nine months, to a salary of $40,861 for 100% time for nine months, effective fall semester, 1990. This is to correct an error in the printed budget.

5. Criminal Justice

Dr. John Harlan, Professor and Director, from a salary of $45,928 for 100% time for eleven months, to a salary of $48,000 for 100% time for eleven months as an adjustment, effective fall semester, 1990.

6. Economics and Finance

Dr. Lynnette Solomon, Professor and Chair, from a salary of $51,278 for 100% time for eleven months, to a salary of $54,000 for 100% time for eleven months as an adjustment, effective fall semester, 1990.

7. English and Philosophy

Dr. Patricia Russell, Professor and Chair, from a salary of $52,462 for 100% time for eleven months, to a salary of $53,500 for 100% time for eleven months as an adjustment, effective fall semester, 1990.

8. Forestry

Dr. Hershel Reeves, Professor, from a salary of $38,608 for 100% time for nine months, to a salary of $39,058 for 100% time for nine months, effective fall semester, 1990. A merit adjustment was not included in the annual budget.

9. Geology

Dr. Jerry Vincent, Professor and Director of Research Services, from a salary of $28,176 for 67% time for nine months to $29,516 for 67% time for nine months for Geology; from $13,878 for 33% time for nine months to $14,538 for 33% time for nine months and from $3,504 for 50% time for one and one-half months to 50% time for two months for Research Services as an adjustment, effective fall semester, 1990.

10. Mathematics and Statistics

Dr. Jasper E. Adams, Professor and Chair, from a salary of $56,500 for 100% time for eleven months, to a salary of $60,154 for 100% time for eleven months, effective fall semester, 1990.

Dr. Thomas Atchison, Professor and Dean of School of Sciences and Mathematics from a salary of $65,162 for 100% time for twelve months, to a salary of $66,162 for 100% time for twelve months, effective fall semester, 1990.
11. Nursing

Ms. Netha M. O'Meara, Instructor, from a salary of $26,000 for 100% time for nine months, to a salary of $30,000 for 100% time for nine months as an adjustment, effective fall semester, 1990.

Dr. Beverlyann Robinson, Professor and Director, from a salary of $62,293 for 100% time for twelve months, to a salary of $63,500 for 100% time for twelve months as an adjustment, effective fall semester, 1990.

Dr. Doreen F. Shephard, Assistant Professor, from a salary of $32,760 for 100% time for nine months, to a salary of $35,000 for 100% time for nine months as an adjustment, effective fall semester, 1990.

Ms. Nancy J. Smith-Blair, from Instructor at a salary of $29,662 for 100% time for nine months, to Part-time Lecturer at a salary of $11,865 for 40% time for nine months, effective fall semester, 1990.

Ms. Janice Vanderlaan, Instructor, from a salary of $28,270 for 100% time for nine months, to a salary of $31,720 for 100% time for nine months as an adjustment, effective fall semester, 1990.

12. Physics and Astronomy

Dr. Harry Downing, Professor and Chair, from a salary of $48,360 for 100% time for eleven months, to a salary of $51,500 for 100% time for eleven months as an adjustment, effective fall semester, 1990.

13. Political Science and Geography

Dr. Donald Gregory, Professor and Chair, from a salary of $52,954 for 100% time for eleven months, to a salary of $54,000 for 100% time for eleven months as an adjustment, effective fall semester, 1990.

14. Sociology

Dr. Joy Reeves, Professor and Chair, from a salary of $52,671 for 100% time for eleven months, to a salary of $55,000 for 100% time for eleven months as an adjustment, effective fall semester, 1990.

15. University Affairs

Mr. George Allen, Assistant Athletic Director for Counseling and Compliance to Assistant Athletic Director for Student Services, effective September 1, 1990.

90-101

Upon motion of Regent Blake, seconded by Regent Hile, with all members voting aye, it was ordered that the following leaves of absence be granted:
1. Art

Dr. E. Diane Ford, Associate Professor, effective June 1, 1990, for Summer I and Summer II for medical reasons.

2. Nursing

Ms. Debra Mahoney, Instructor, effective fall semester, 1990, for nine months to complete doctoral degree.

90-102

Upon motion of Regent Hile, seconded by Regent Blake, with all members voting aye, it was ordered that the faculty members listed below be awarded Faculty Development Leaves at full pay for the semester indicated:

- Dr. John Dahmus, Geology Fall, 1990
- Dr. Jerry Vincent, Geology Spring, 1991
- Dr. James Dickson, Political Science and Geography Spring, 1991
- Dr. Carroll Schoenewolf, English and Philosophy Spring, 1991

90-103

Upon motion of Regent Christopher, seconded by Regent Haynes, with all members voting aye, it was ordered that the following retirements be accepted:

1. Dr. Oren Irion, M.D., University Physician, effective August 31, 1990.
3. Mr. Wilbur M. Lee, Assistant Director of Inventory, effective March 31, 1990.

90-104

Upon motion of Regent Bryce, seconded by Regent Blake, with all members voting aye, it was ordered that President-elect Bowen be required by the Board of Regents to reside in the University-owned residence provided for him and his family, effective with his appointment as President on July 16, 1990.

90-105

Upon motion of Regent Haynes, seconded by Regent Windham, with all members voting aye, it was ordered that the following holiday schedule for 1990-91 be accepted:

<table>
<thead>
<tr>
<th>1990</th>
<th>1991</th>
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<tbody>
<tr>
<td>Monday, September 3</td>
<td>Tuesday, January 1</td>
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<td>Thursday, November 22</td>
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<td>Friday, November 23</td>
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<td>Friday, December 28</td>
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Upon motion of Regent Blake, seconded by Regent Jones, with all members voting aye, it was ordered that final payment for vacation entitlement related to the salary supplement in the amount of $12,784.21 be paid to Dr. Johnson from auxiliary surplus funds and that the Board of Regents authorize the transfer of that amount from auxiliary surplus.

Upon motion of Regent Blake, seconded by Regent Jones, with all members voting aye, it was ordered that an account be established in the Restricted Private Gifts and Grants Fund entitled "President's Salary Supplement." The source of funding is to be gifts and interest earned from restricted funds. The required amount for the balance of the salary supplement for FY 1989-90 is $6,416.90. The salary supplement for FY 1990-91 is $40,000. In addition, $7,187.73 is required for benefits. It is further ordered that the Administration be authorized to make these transfers.

Upon motion of Regent Hile, seconded by Regent Christopher, with all members voting aye, it was ordered that the Last Class Day Report for the spring semester, 1990, be approved as presented.

Upon motion of Regent Haynes, seconded by Regent Christopher, with all members voting aye, it was ordered that the Underenrolled Class Report for Summer I, 1990, be approved as presented below.

1. History 426B - Europe in the Age of Renaissance
   Enrollment: 9
   This course is required for graduation.

2. Geography 443 - Meteorology
   Enrollment: 7
   This course is cross listed with another course (Forestry 443).

3. Physics 522 - Astronomy for Teachers
   Enrollment: 4
   This course is required for graduation.

   Enrollment: 6
   This course is required for graduation.

Upon motion of Regent Hile, seconded by Regent Bryce, with all members voting aye, it was ordered that the criteria for teacher education for students enrolling in courses for the first time at SFASU be changed, effective the fall semester, 1991, to include the following requirements.
1. An overall grade point average of 2.50 in all courses taken at Stephen F. Austin State University is required for admission to a teacher education program.

2. To be approved for student teaching, students enrolled in teacher education programs must maintain an overall grade point average of 2.50 in each teaching field and in all course work at SFASU.

90-111
Upon motion of Regent Blake, seconded by Regent Jones, with all members voting aye, it was ordered that the Tropical Forestry Major be approved for submission to the Texas Higher Education Coordinating Board.

90-112
Upon motion of Regent Hile, seconded by Regent Windham, with all members voting aye, it was ordered that the Doctor of Education program be approved for submission to the Texas Higher Education Coordinating Board and that the Administration be authorized to request a change in the role and scope of the University permitting a second doctoral degree.

90-113
Upon motion of Regent Hile, seconded by Regent Bryce, with all members voting aye, it was ordered that the Oral English Proficiency Program policy, required by legislation passed by the 71st Legislature, be adopted as presented on page 18.

90-114
Upon motion of Regent Hile, seconded by Regent Blake, with all members voting aye, it was ordered that the "Parking and Traffic Regulations and Information" be approved as presented on page 22.

90-115
Upon motion of Regent Bryce, seconded by Regent Windham, with all members voting aye, it was ordered that Dr. Donald E. Bowen, President-elect, be added to the list of authorized personnel to sign vouchers and checks for the period July 16, 1990 to August 31, 1991, and Dr. William R. Johnson, President, be removed from the list of authorized personnel to sign vouchers and checks effective July 15, 1990.

90-116
Upon motion of Regent Windham, seconded by Regent Blake, with all members voting aye, it was ordered that the proposed Legislative Budget Request for FY 1992 totaling $49,510,977 and FY 1993 totaling $53,698,679 be approved as presented at the meeting.
90-117
Upon motion of Regent Haynes, seconded by Regent Hile, with Regent Blake abstaining and all other members voting aye, it was ordered that the proposals for depository agreements for FY 1991, covering the period from September 1, 1990, through August 31, 1991, from the Commercial National Bank, Fredonia State Bank, and Stone Fort National Bank be accepted as presented on page 33 and the Chairman be authorized to sign the agreements.

90-118
Upon motion of Regent Bryce, seconded by Regent Hile, with all members voting aye, it was ordered that the action of the President in retaining Coopers and Lybrand, according to the terms indicated on page 50 be ratified; and that the Administration be authorized, with the assistance of Coopers and Lybrand, to prepare a program of staff insurance with the hospitalization coverage based on a self-insured or self-funded approach and to accept all necessary bids for review by the Board of Regents.

90-119
Upon motion of Regent Hile, seconded by Regent Christopher, with all members voting aye, it was ordered that the Administration be authorized to accept bids through the State Purchasing and General Services Commission for an upgrade in the memory of the DEC VAX mainframe computer and for the necessary cable and equipment to expand the campus high-speed data network at a cost not to exceed $175,000.

90-120
Upon motion of Regent Haynes, seconded by Regent Christopher, with Regent Bryce's compliments to Dr. Johnson for his excellence in the preparation of the 1990-1995 Master Plan, with all members voting aye, it was ordered that the Board of Regents approve the 1990-1995 Master Plan as presented.

90-121
Upon motion of Regent Hile, seconded by Regent Christopher, with two Regents voting against and five Regents voting aye, it was ordered that the resolution to invest University funds with TEXPOOL be approved and the Chairman of the Board be authorized to sign the resolution as presented on page 53.

90-122
Upon motion of Regent Haynes, seconded by Regent Bryce, with all members voting aye, it was ordered that the Administration be authorized to seek bids for the roof replacement on Hall 18 and that the bids be presented to the Board.

90-123
Upon motion of Regent Blake, seconded by Regent Jones, with all members voting aye, it was ordered that the Wisely Hall Renovation project be accepted as complete.
Upon motion of Regent Hile, seconded by Regent Haynes, with all members voting aye, it was ordered that the multipurpose room in the newly expanded library be named the Mildred Wyatt Room.
Legislation enacted by the Texas Legislature requires that instruction at public colleges and universities be delivered in understandable English. It further requires that each University adopt policy establishing procedure for insuring that instructors whose native language is not English are proficient in the use of the English language. Therefore, the University has established this Oral English Proficiency Program.

It is understood that a faculty member may use a foreign language to conduct foreign language courses designed to be taught in a foreign language.

It is also understood that a faculty member may provide individual assistance during course instruction to a non-English-speaking student in the native language of the student.

1. The Program will be of a tutorial nature.

2. The Dean of Applied Arts and Sciences will be the dean of record.

3. a. The Program will appear in the General Bulletin with a course number, a title, and a description and be listed among the offerings of the Department of Communication, with a cross-reference to the Division of Continuing Education.

   b. The Program will appear in the General Bulletin with a course number, a title, and a description (all from the Department of Communication) and be listed among the offerings of the Division of Continuing Education.

   c. The bulletin description of the Program is as follows:

   This Program is meant to assist faculty members whose primary language is not English to become more proficient in the use of English. This Program does not carry academic credit.

4. The Program will be situated in the Academic Assistance Resource Center (AARC), where there is adequate space, tutor-guided and self-help materials, and equipment for the proper conduct of the Program.

5. a. The Dean of Applied Arts and Sciences will appoint a Director of the Program, among whose responsibilities are the testing of individuals, the establishing of minimum scores, and the format for individual tutorial assistance and its frequency.

   The Director of the Program will be additionally responsible for identifying the appropriate instructional materials and communicating program needs to the Director of the AARC.

   The Director of the Program, acting upon the advice of the instructor(s) of the Program, will also verify when or whether an individual has successfully completed the Program and will report the results to the Director of Continuing Education, who will make a recommendation to the faculty member's chairperson.
b. The Director of Continuing Education will report these and subsequent decisions to the Dean of Applied Arts and Sciences.

6. The Dean of Applied Arts and Sciences, in conjunction with the Director of Continuing Education, will select the teacher(s) of the Program.

The teacher(s) of the Program may include:

a. the Director of the Program
b. an experienced or credentialed person from an English as a Second Language educational program
c. an experienced or credentialed person from the Department of Communication
d. an experienced or credentialed person from AARC, with specialization in ESL matters.

7. The law requires the faculty member to bear the costs of the program. Because of the widely varying needs of the individual recipients of the Program, and consequently because of the widely varying amounts of time involved in satisfactory completion of the Program, the Director of Continuing Education will attempt to negotiate individual contracts involving costs of the Program which will be satisfactory to both the recipients of the Program and the instructor(s) of the Program.

8. a. Successful completion of the Program will be signaled by:

   1) the passing of a locally administered version of the SPEAK test with an appropriate score or
   2) the passing of the TSE-A or TSE-P test with an appropriate score or
   3) the decision of the Director of the Program, acting upon the advice of the teacher(s) of the Program who, along with the person's chairperson, will certify a person's successful completion of the Program.

b. Upon an instructor’s successful completion of the Program, a document asserting that fact will be issued by the Division of Continuing Education, with approval by the Dean of Applied Arts and Sciences, and entered into the instructor's personnel file.

c. Further notification of an instructor’s successful completion of the Program will be made to the relevant chairpersons, deans, and ultimately to the Vice President for Academic Affairs by the Division of Continuing Education.

9. Should a person fail the Program, he will be required to re-enroll in the Program until he is able successfully to complete it by passing a locally administered version of the SPEAK test with an appropriate score or by passing the TSE-A or TSE-P test with an appropriate score or by receiving the certification of successful completion by the Director of the Program.
IDENTIFICATION OF INSTRUCTOR

1. Departmental chairpersons shall cause all faculty members, as defined in House Bill 638, to specify in writing their native and primary language.
   a. Those who identify English as their native or primary language and who offer proof of that identification shall be exempt from any testing or oral language improvement program.
   b. Those who do not identify English as their native or primary language shall be required to take and pass with an appropriate score either:
      1) the Test of Spoken English (TSE-A or TSE-P) or
      2) the locally administered SPEAK test.
   c. The fact that a person has successfully completed the TSE-A and TSE-P or the SPEAK test with an appropriate score would be duly recognized, and a document attesting his success would be entered into the instructor's personnel file, with copies sent to his/her chairperson and dean, and to the Dean of Applied Arts and Sciences and to the Vice President for Academic Affairs by the Division of Continuing Education.
   d. Those who fail to achieve an appropriate score on the TSE-A or TSE-P or the SPEAK test will be required to enroll in the Oral English Proficiency Program offered at Stephen F. Austin State University and described in this policy.

2. a. For each member of his department whose primary language is not English, the departmental chairperson will complete and sign an oral English proficiency form which rates each faculty member's English proficiency as being:
   1) Acceptable
   2) Unsatisfactory
   The chairperson's rating shall be based on the faculty member's passing with an appropriate score the TSE-A, TSE-P, or the locally administered SPEAK test.
   b. The chairperson shall provide the faculty member with a copy of this form.
   c. The chairperson shall send a copy of this English proficiency form to his dean.
   d. The dean shall send a copy of this English proficiency form to the Academic Vice President.

SUMMARY

The normal procedure, then, for one whose primary language is not English, would be as follows:

1. Any instructor identified by a departmental chairperson whose native language is not English is subject to the procedures contained in this policy.
2. The instructor would take a locally administered SPEAK test as a means of determining his fluency in oral English.

3. If the instructor successfully completed this SPEAK test with an appropriate score, this fact would be duly recognized, and a document attesting his success would be entered into the instructor's personnel file, with copies sent to his/her relevant chairperson, dean, and to the Vice President for Academic Affairs by the Division of Continuing Education, with approval by the Dean of Applied Arts and Sciences.

4. If the instructor failed the locally administered SPEAK test, he would be required to enroll in the Program.

5. If an instructor objected to the results of the locally administered SPEAK test, he could request to take the Test of Spoken English (TSE), which is offered twelve times a year and administered by Educational Testing Service at established test centers in Fort Worth, Houston, and Austin at a cost ranging from $75 to $100. (Teaching and research assistants apply for a test entitled TSE-A, which costs $75. Professors and others not designated as teaching or research assistants request the test entitled TSE-P, which costs $100.)

6. An instructor's passing the TSE-A or TSE-P test with an appropriate score would obviate his enrolling in the Program.

7. The fact that an instructor has successfully completed either the TSE-A or TSE-P test with an appropriate score would be duly recognized, and a document attesting his/her success would be entered into his/her personnel file, with copies sent to the appropriate chairperson and dean, and to Dean of Applied Arts and Sciences and to the Vice President for Academic Affairs by the Division of Continuing Education.

8. Should the instructor fail the TSE-A or TSE-P test, he would be required to enroll in the Program.
Parking and Traffic Regulations

General Information

1. These regulations are approved by the Board of Regents of Stephen F. Austin State University.

2. The University Police Department has the responsibility and the legal authority for the enforcement of the traffic and parking regulations listed in this booklet.

3. The University considers the use of a vehicle on campus a convenience and is not obligated to furnish unlimited parking space to accommodate all vehicles. The University will, however, attempt to provide a reasonable number of parking spaces in keeping with available resources.

4. Every person operating a motor vehicle on University property is held responsible for obeying all University traffic and parking regulations as well as all city and state parking and traffic regulations.

5. The term "University property" is interpreted to include all properties under the control and jurisdiction of the Board of Regents of Stephen F. Austin State University.

6. The term "visitor" is interpreted to mean an individual with no official connections with Stephen F. Austin State University as either a student, faculty, or staff member, or employee of private contractors assigned to Stephen F. Austin State University.

7. 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 bonafide visitors to the University. Visitors should obtain a visitor parking permit from the University Police Department or Information Booth on Vista Drive.

8. Handicapped parking is provided in many parking lots on campus. These spaces are reserved 24 hours a day, seven (7) days a week for the holders of handicapped parking permits.

9. The University Police Department offers 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, request in person at the University Police Department, or by telephone at 568-2608. The University Police Department also provides escort 24 hours a day to local hospitals for emergencies. For further information on the escort service, call the University Police Department at 568-2608.

10. If a vehicle becomes temporarily disabled and cannot be parked in its assigned area, it must be reported to the 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 it must be renewed at 24 hour intervals. Temporary parking will not be authorized in areas that are not parking spaces (tow away or no parking zones, etc.) or in Handicap Parking.
11. A permit may not be displayed on a disabled vehicle. For these purposes, a disabled vehicle is a vehicle that has been disabled for more than three weeks.

12. Services such as jump starts and unlocking vehicles are offered by the University Police Department as time permits. The University Police Department does not change flats, push cars or perform any major automotive service.

Vehicle Registration

1. All faculty, staff, students (full or part-time), or employees of private contractors assigned to Stephen F. Austin State University, who operate a vehicle on University property, regularly or occasionally, are REQUIRED to obtain a parking permit. Vehicles may be registered at the University Police Department between 7:30 a.m. and 5:00 p.m. Monday through Friday.

2. The registration of all vehicles parked on campus is required, but registration in itself is no guarantee of a parking space near the place where one works, resides or attends classes. The responsibility of finding a LEGAL parking space rests with the vehicle operator and lack of space is not a valid excuse for violations of any parking regulations.

3. A permit must be obtained for each academic year or portion thereof.

4. Permits for the current academic year may be obtained at any time during the academic year. Persons may obtain permits for the next academic year beginning July 1 for faculty, staff, and employees of private contractors assigned to campus and August 1 for students.

5. A permit must be displayed on the vehicle no later than the first University business day that the vehicle is brought on campus.

6. The permit must be displayed as designated by the University Police Department. Only the permit for the current academic year should be displayed.

7. Vehicles owned by students may not normally be registered in the name of a faculty or staff member.

8. Faculty, staff, or employees of private contractors assigned to Stephen F. Austin State University changing permit status or students changing permit status or vehicles must obtain a new permit no later than the first University business day after the change takes place. If an identifying portion of the original permit is presented at the time of replacement, replacement permits will be issued for $1.00 each. Otherwise the regular fee will be charged. A vehicle should not be sold with the parking permit still displayed.

9. Should a parking permit become mutilated or obliterated in any way, a new permit must be obtained from the University Police Department. When the remnants of the old permit are presented, a replacement will be issued for $1.00.

10. The permit holder is held responsible for all violations. A citation is not excused on the plea that another person was driving the vehicle.
11. Fees for vehicle registration:

a. Faculty, Staff, or Private Contractor

(1) Full Year
First Vehicle $25.00
Second Vehicle 15.00
(2) After Jan. 1
First Vehicle 15.00
Second Vehicle 10.00
(3) Summer
Second Vehicle 3.00

b. Campus Resident Parking and Trailers

(1) Full Year
First Vehicle $15.00
Second Vehicle 10.00
(2) After Jan. 1
First Vehicle 10.00
Second Vehicle 5.00
(3) Summer
Second Vehicle 3.00

c. Commuters (Off Campus Residents) and Motorcycles

(1) Full Year $ 5.00
(2) After Jan. 1 5.00
(3) Summer 3.00

**Required Display of Permit**

Registration is not complete until a current registration permit is properly displayed as follows:

1. **Proper Display**
   To be properly displayed, the permit must be permanently affixed in the position listed below for vehicle type. Taping or clipping the permit is not considered as permanent placement (except faculty/staff permit, visitor permit, and temporary permit).

   a. Student and vendor permits must be displayed on front windshield above inspection sticker.

   b. Motorcycle and trailer permits must be displayed where they can be seen without difficulty.

   c. Faculty and staff, temporary, and visitor permits shall be displayed from the rear view mirror in a manner to be visible from both the front and rear of the vehicle. Faculty and staff permits may be displayed on any vehicle to be used by the permit holder.

2. **Permit Not Transferable**
   A permit is not transferable from the person to whom it is issued. A student permit is not transferable from the vehicle for which it is issued. Faculty, staff, or private contractor permits may be moved from one vehicle to another and can be displayed on any vehicle used by the permit holder. Resale of parking permits is prohibited and will be considered as a false or fictitious permit.
Types of Permits

1. Permanent Permits
   a. Faculty, Staff, or Private Contractor
      These permits are issued to employees (non-student) of the University, to employees (non-student) of private contractors assigned to the campus, or as authorized by the Chief of Police. These permits designate a particular lot assignment. Holders of this type of permit may use available faculty and staff spaces outside their assigned lots to conduct University business on a temporary basis. These permits must be returned to the University Police Department if employment on campus ceases.
   b. Campus Resident Parking
      These permits are issued to students who live in on-campus housing only. Holders of these permits may park in any area designated as "Campus Resident" parking or "All Permit" parking.
   c. Commuters (Students not Living in University Housing)
      These permits are issued to students not living in University housing or faculty, staff or students who wish to park in areas designated as "All Permit" parking areas. Holders of these permits may park in areas designated as "All Permit" area parking.
   d. Motorcycle
      These permits are issued to faculty, staff, students, or employees of private contractors assigned to Stephen F. Austin State University. Holders of these permits may park in areas designated as motorcycle parking.
   e. Trailer
      These permits are issued to faculty, staff, students, or employees of private contractors assigned to Stephen F. Austin State University who need to park trailers on campus. Holders of these permits may park the trailer in any legal parking space in which the permit holder's vehicle is assigned.
   f. Vendor
      These permits are issued to vendors to the University community upon approval of the Chief of Police or his designated representative.

2. Handicapped Permits
   a. Handicapped Permits are issued by the County Tax Assessor-Collector in the Nacogdoches County Courthouse.
   b. Only vehicles displaying a Handicapped Permit may park in "Reserved for Handicapped" parking spaces.

3. Temporary Permits
   a. Substitute Vehicle
      If a vehicle other than the vehicle registered with the University must be parked on campus, a temporary permit must be obtained at the University Police Department no later than the first University business day after the
vehicle is brought on campus. These permits are free of charge to holders of regular parking permits.

b. **Short Term Vehicle**
   Operators not having a vehicle registered with the University who need to operate a vehicle on campus for a short period of time may purchase a temporary permit for $1.00 per week. This permit must be obtained at the University Police Department no later than the first University business day after the vehicle is brought on campus.

c. **Loading and Unloading Permit**
   A temporary permit may be obtained at no charge for loading or unloading heavy equipment, supplies, bulky class projects, etc., in an area other than the area designated on one's regular permit. These permits may be obtained at the University Police Department.

d. **Temporarily Disabled Permit**
   A temporary permit may be obtained by a person who is temporarily disabled to park in areas other than the area designated on his/her regular permit. An application for this permit must be accompanied by a doctor's statement. Parking assignments will be made in keeping with available resources.

**Parking Regulations**

1. The University reserves the right to enforce parking and traffic regulations:
   a. through the issuance of citations and the collection of fees for offenses.
   b. through the impoundment of vehicles in place or removal by towing of vehicles interfering with the movement of vehicular or pedestrian traffic or involved in specified parking offenses.
   c. by the suspension or revocation of permits for repeated offenses.
   d. by barring re-admission of any student for non-payment of outstanding fees.
   e. by withholding a student's official transcript and diploma.
   f. by other such methods as are commonly employed by city or state police in the control of traffic.

2. Parking areas are designated by metal signs. These signs indicate the type of permit holder for which the area is reserved. Certain lots are reserved for permit holders assigned to that lot only.

3. Parking areas are generally reserved for the type of permit holder indicated by signs from 6:00 a.m. to 4:00 p.m., Monday through Friday, except as otherwise indicated.

4. Unpaid charges for parking offenses are recorded in the name of the person who has registered the vehicle with the University Police Department or in the name of the person in whose name the vehicle is registered with some official state motor vehicle registration department or agency. **NOTE:** If a student has the same family
name and/or home address as the registered owner, then the unpaid charges on non-permitted vehicles will be recorded in the student’s name.

5. A physically disabled person with a temporary "Special" permit may park only in those areas specified on the permit by the University Police Department.

6. 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, or as loading zones.

7. Several parking spaces too small for conventional vehicles have been designated for motorcycles by curb markings. Spaces so marked are for two-wheeled motor vehicles only.

8. 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 SFASU Post Office, University Center offices and other designated areas. Overparking in these spaces is prohibited. Citations may be issued for each 21 minute segment of overparking.

9. All vehicles, except motorcycles, must park head-in and within a defined space in lots and streets having angle or head-in parking.

10. 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.

11. Students, faculty, staff and employees of private contractors assigned to Stephen F. Austin State University are expected to be familiar with and abide by these regulations at all times. The fact that a certain citation is not issued when a vehicle is illegally parked does not mean or imply that the regulation or law is no longer in effect.

12. The responsibility for obtaining knowledge of all laws and regulations in force rests with the motor vehicle operator.

Violations and Enforcement of Parking Regulations

1. General Violations
   a. Parking a vehicle displaying a valid permit, but in violation of lot or area assignment.
      Fee: $10.00 plus impounding fee if vehicle is impounded in place.
      Above parking control will apply from 6:00 a.m. to 4:00 p.m., Monday through Friday.
   b. Parking backward in a parking space.
      Fee: $10.00
   c. Failing to properly display a valid parking permit.
      Fee: $10.00 plus impounding fee if vehicle is impounded in place and purchasing appropriate permit for vehicle if registered to an owner or operator who is a faculty, staff, student, or employee of a private contractor assigned to campus.
d. Failing to park properly within the lines of a parking space.
   Fee: $10.00
   Above parking controls will apply 24 hours a day, seven (7) days a week.

e. Parking in a space designated "20 minute parking" for more than 20 minutes.
   Fee: $10.00 plus impounding fee if vehicle is impounded in place.
   Above parking control will apply from 6:00 a.m. to 4:00 p.m. Monday through Friday.

2. Flagrant Violations
   a. Parking in a reserved space without displaying a proper permit.
      Fee: $15.00 plus impounding fee if vehicle is impounded in place or
tow fee if vehicle is removed by tow away.
   b. Parking a vehicle in a no parking zone.
      Fee: $15.00 plus impounding fee if vehicle is impounded in place or
tow fee if vehicle is removed by tow away.
   c. Parking in any manner which obstructs vehicular traffic.
      Fee: $15.00 plus impounding fee if vehicle is impounded in place or
tow fee if vehicle is removed by tow away.
   d. Parking in any manner which obstructs a crosswalk.
      Fee: $15.00 plus impounding fee if vehicle is impounded in place or
tow fee if vehicle is removed by tow away.
   e. Parking in a fire lane.
      Fee: $15.00 plus impounding fee if vehicle is impounded in place or
tow fee if vehicle is removed by tow away.
   f. Parking in a tow away zone.
      Fee: $15.00 plus impounding fee if vehicle is impounded in place or
tow fee if vehicle is removed by tow away.
   g. Parking in a loading zone or service driveway.
      Fee: $15.00 plus impounding fee if vehicle is impounded in place or
tow fee if vehicle is removed by tow away.
   h. Parking on any lawn, curb, sidewalk or other area not set aside for parking.
      Fee: $15.00 plus impounding fee if vehicle is impounded in place or
tow fee if vehicle is removed by tow away.
   i. Parking on campus while parking privileges are suspended.
      Fee: $15.00 plus impounding fee if vehicle is impounded in place or
tow fee if vehicle is removed by tow away.
   j. Moving any barricade or parking within any barricaded area.
      Fee: $15.00 plus impounding fee if vehicle is impounded in place or
tow fee if vehicle is removed by tow away.
   k. Using a forged, altered, false or fictitious permit.
      Fee: $15.00 plus impounding fee if vehicle is impounded in place or
tow fee if vehicle is removed by tow away.
1. Falsifying or altering vehicle registration information.
   Fee: $15.00 plus impounding fee if vehicle is impounded in place or
tow fee if vehicle is removed by tow away.

m. Parking in a "Reserved for Handicapped" parking space without displaying a
   proper permit.
   Fee: $15.00 plus impounding fee if vehicle is impounded in place or
tow fee if vehicle is removed by tow away.

n. Parking in violation of the directions of a Traffic Control Officer.
   Fee: $15.00 plus impounding fee if vehicle is impounded in place or
tow fee if vehicle is removed by tow away.

Above parking controls will apply 24 hours a day, seven (7) days a week.

3. Citations for Parking Violations
   a. Citations will be issued to vehicles for violation of parking regulations.
   b. Fees for parking violations may be paid in person at the University Police
      Department between 7:30 a.m. and 5:00 p.m. Monday through Friday or
      mailed to:
         University Police Department
         P. O. Box 13062 SFASU Station
         Nacogdoches, Texas 75962-3062.

4. Impoundment in Place
   a. A vehicle may be impounded in place if:
      (1) it is engaging in a violation; or
      (2) the owner or operator violates the terms of a conditional release.
   b. A vehicle impounded in place shall be released if:
      (1) the owner or operator pays for all outstanding citations on the vehicle
           plus a fee of $15.00.
           (2) the University Chief of Police authorizes the release of the vehicle.

5. Tow Away
   a. A vehicle impounded in place may be towed away if:
      (1) disposition of all citations for the vehicle is not made within three (3)
           days of the impoundment;
      (2) the owner or operator removes or attempts to remove the impounding
           equipment attached to the vehicle.
   b. A vehicle may be towed away if the owner or operator:
      (1) parks in any manner which obstructs vehicular traffic;
      (2) parks in any manner which obstructs a crosswalk;
      (3) parks in a loading zone or service drive way;
      (4) parks in a no parking zone;
(5) parks in a fire lane;
(6) parks in a tow away zone;
(7) parks on campus while parking privileges are suspended;
(8) moves any barricade or parks in any barricaded area;
(9) parks in a reserved space without displaying a proper permit;
(10) parks in a "Reserved for Handicapped" space without displaying a proper permit;
(11) violates the terms of a conditional release;
(12) parks in violation of the directions of a Traffic Control Officer; or
(13) is engaging in a violation and has been previously impounded during the current academic year.

c. A vehicle that has been removed by tow away shall be released if:

(1) the owner or operator of the vehicle pays the fees for all outstanding citations on the vehicle plus a commercial wrecker service fee of $45 and storage charges of $7.50 per day after the first 48 hours; or
(2) the University Chief of Police authorizes the release of the vehicle.

d. When the removal of a vehicle has been authorized and the owner or operator of the vehicle appears at the vehicle after the wrecker has arrived and the wrecker driver has made a hook-up or signed the tow order for custody of the vehicle, the vehicle shall not be towed away if the owner or operator:

(1) presents proof of the proper disposition of all outstanding citations on the vehicle;
(2) pays the wrecker driver a fee of $10 in lieu of towing; and
(3) agrees to move the vehicle.

e. When the removal of a vehicle has been authorized and the owner or operator appears at the vehicle before the arrival of the wrecker, the vehicle shall not be towed away if the owner or operator:

(1) presents proof of the proper disposition of all outstanding citations on the vehicle; and
(2) agrees to move the vehicle.

f. No vehicle may be towed away without the express approval of the University Chief of Police or his designated representative.

g. Fees for tow away must be paid in person at the University Police Department between 7:30 a.m. and 5:00 p.m. Monday through Friday or the Police Dispatch Office after 5:00 p.m. and on Saturday and Sunday.

6. Suspension of Parking Privileges

a. Parking and Traffic Regulations and Information are rules adopted by the Board of Regents under the authority of the Texas Education Code. All vehicles operated on the properties of the University are required by law to comply with University Parking and Traffic Regulations and Information.
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 University Parking and Traffic Regulations and Information. 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 University Parking and Traffic Regulations is a misdemeanor punishable by a fine of up to $200.

Any parking violation may be filed in a Justice or Municipal court as a violation of University Parking and Traffic Regulations.

b. Violation of suspension of parking privileges shall result in impoundment in place or removal of the vehicle by tow away.

7. Appeal of Citation

If a person receives a citation and believes it is unwarranted, he/she may enter a plea of not guilty at the University Police Department. All pleas must be entered at the University Police Department within seven (7) class days of the date of the citation. Appeal forms and other information may be obtained at the University Police Department.

Student citations shall be appealed through the Student Traffic Appeals Board. Faculty and staff citations shall be appealed through the Faculty/Staff Traffic Appeals Board.

Bicycle Registration and Regulations

1. Registration

a. The University does not require the registration of bicycles, however owners are encouraged to have bicycles marked for identification purposes at the University Police Department.

(1) The University Police Department will record bicycle serial number and description and issue a bicycle permit for a $1.00 charge; or

(2) The University Police Department 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.

2. Regulations

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 or chained to light poles or
other stationary structures. Bicycles may not be left on porches or walkways and may not be chained to trees, shrubs, art objects, handrails or stairways.

c. Bicycles parked in violation may be impounded and removed to the University Police Department and a $5.00 fee charged for its release.

Traffic Regulations

1. Speed Limits:
The speed limit within the campus area is 20 MPH unless otherwise posted, except the speed limit for all parking lots is 10 MPH.

2. Moving Violations:
All vehicles driven on SFASU 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 Justice of the Peace, Precinct No. 1.

3. Right-of-Way:
Pedestrians have the right-of-way at all marked crosswalks. Motor vehicle operators must yield the right-of-way to pedestrian traffic in marked crosswalks.

University Police

The Board of Regents of Stephen F. Austin State University is authorized to employ campus police personnel. Such officers are commissioned as peace officers and are vested with all powers, privileges and immunities of peace officers in the performance of their duties.

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, the 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. Always keep your vehicle locked.
STATE OF TEXAS

COUNTY OF NACOGDOCHES

THIS AGREEMENT is made and entered into this the 20th day of June, 1990, by and between Commercial National Bank of Nacogdoches, Texas, a banking corporation duly incorporated and authorized by law to do bank business in the State of Texas, hereinafter called the DEPOSITORY, the Board of Regents, Stephen F. Austin State University of Nacogdoches, Texas, hereinafter called the BOARD OF REGENTS, and Bank One Texas of Austin, Texas, a banking corporation duly incorporated and authorized by law to do bank business in the State of Texas, hereafter called the TRUSTEE.

NOW, THEREFORE, in consideration of the mutual promises, performance and covenants of each to the other, the parties contract and agree as follows:

I

The DEPOSITORY agrees to and with the BOARD OF REGENTS that it will act as depository for funds that may be deposited with it by Stephen F. Austin State University of Nacogdoches, Texas, at any time from September 1, 1990, through August 31, 1991, or until its successor is qualified.

II

All funds on deposit with DEPOSITORY to the credit of Stephen F. Austin State University, with the exception of those funds covered by Vernon's Texas Civil Statutes, Article 2529a, shall be secured by those investment securities authorized by Vernon's Texas Civil Statutes, Article 2529b-1.

DEPOSITORY shall certify to the chief fiscal officer of Stephen F. Austin State University the market value of securities on the date said securities are pledged. The pledged securities shall have an aggregate market or par value, whichever is less, exclusive of accrued interest, at all times at least equal to the sum of the balances on deposit with DEPOSITORY in all accounts of Stephen F. Austin State University, less those funds covered by V.T.C.S., Article 2529a, and such securities so deposited with TRUSTEE shall be held under joint Trust Receipt issued by said TRUSTEE in favor of DEPOSITORY and BOARD OF REGENTS, the original
of such receipt shall be filed with the chief fiscal officer of
Stephen F. Austin State University.

Within 10 days after the end of each calendar month,
DEPOSITORY shall furnish to the chief fiscal officer of Stephen
F. Austin State University in writing a signed statement showing
a completely itemized list of the securities held as pledged
collateral for Stephen F. Austin State University.

III

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

IV

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

V

It is further agreed herein that the TRUSTEE shall credit
the DEPOSITORY the proceeds of interest coupons on such bonds of
securities as they become due until otherwise notified by the
BOARD OF REGENTS.

VI

It is understood that the TRUSTEE shall have no duty to
ascertain the amount of funds on deposit by the BOARD OF REGENTS
with the DEPOSITORY nor the validity of genuineness of securities
deposited and that under Article III, TRUSTEE has no duty to
verify the circumstances but solely to comply with the "demand" of BOARD OF REGENTS.

VII

A. It is further agreed that the DEPOSITORY will service the accounts in an efficient and prompt manner at no expense to the University and shall pay interest each month as it accrues on all funds deposited with it as time deposits at a rate to be determined as of the date of deposit in accordance with the table presented below:

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The rates thus resulting are to be rounded, up or down, to the nearest hundredth of one percent but not to exceed the rates on such deposits as authorized from time to time by regulations of the Board of Governors of the Federal Reserve System.

B. ACCOUNT SERVICES

1. Overdraft Notification-
The University intends to maintain adequate funds to cover withdrawals at all times.

If an account requires a transfer to cover current withdrawals, the University Comptroller should be notified immediately to arrange for the transfer to avoid an overdraft account.
2. Other Services Offered the Bank—

MPACT Automated Teller Machine on campus

Providing student loans through HEW and

Texas Guaranteed Student Loan Corporation

*Applicable Treasury Bill Rate

The most recent "bid" price for corresponding maturity of U. S. Treasury Bills (Secondary Market) as shown in the latest available publication of the Wall Street Journal.
IN WITNESS THEREOF, the parties hereto have executed this Agreement, the day and year first above written.

ATTEST

Commercial National Bank in Nacogdoches
Depository

Edward B. Baker, Pres.

Title

Seal (if incorporated)

ATTEST:

Bank One, Texas, NA
Trustee Bank

Title

Seal (if incorporated)

EXAMINED, APPROVED, AND RECOMMENDED

President

Stephen F. Austin State University

ATTEST

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

Chairman, Board of Regents
DEPOSITORY CONTRACT
OPERATING DEMAND DEPOSITS
STEPHEN F. AUSTIN STATE UNIVERSITY

STATE OF TEXAS
COUNTY OF NACOGDOCHES

THIS AGREEMENT is made and entered into this the 20th day of June, 1990, by and between

Fredonia State Bank of Nacogdoches, Texas, a banking corporation duly incorporated and authorized by law to do bank business in the state of Texas, hereinafter called the DEPOSITORY, the Board of Regents, Stephen F. Austin State University of Nacogdoches, Texas, hereinafter called the BOARD OF REGENTS, and First City, Texas-Houston, N.A. of Houston, Texas, a banking corporation duly incorporated and authorized by law to do bank business in the State of Texas, hereafter called the TRUSTEE.

NOW, THEREFORE, in consideration of the mutual promises, performance and covenants of each to the other, the parties contract and agree as follows:

I
The DEPOSITORY agrees to and with the BOARD OF REGENTS that it will act as depository for funds that may be deposited with it by Stephen F. Austin State University of Nacogdoches, Texas, at any time from September 1, 1990, through August 31, 1991, or until its successor is qualified.

II
All funds on deposit with DEPOSITORY to the credit of Stephen F. Austin State University, with the exception of those funds covered by Vernon's Texas Civil Statutes, Article 2529a, shall be secured by those investment securities authorized by Vernon's Texas Civil Statutes, Article 2529b-1.

DEPOSITORY shall certify to the chief fiscal officer of Stephen F. Austin State University the market value of securities on the date said securities are pledged. The pledged securities shall have an aggregate market or par value, whichever is less, exclusive of accrued interest, at all times at least equal to the sum of the balances on deposit with DEPOSITORY in all accounts of Stephen F. Austin State University, less those funds covered by V.T.C.S., Article 2529a, and such securities so deposited with TRUSTEE shall be held under joint Trust Receipt issued by said TRUSTEE in favor of DEPOSITORY and BOARD OF REGENTS, the original
of such receipt shall be filed with the chief fiscal officer of Stephen F. Austin State University.

Within 10 days after the end of each calendar month, DEPOSITORY shall furnish to the chief fiscal officer of Stephen F. Austin State University in writing a signed statement showing a completely itemized list of the securities held as pledged collateral for Stephen F. Austin State University.

III

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

IV

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

V

It is further agreed herein that the TRUSTEE shall credit the DEPOSITORY the proceeds of interest coupons on such bonds of securities as they become due until otherwise notified by the BOARD OF REGENTS.

VI

It is understood that the TRUSTEE shall have no duty to ascertain the amount of funds on deposit by the BOARD OF REGENTS with the DEPOSITORY nor the validity of genuineness of securities deposited and that under Article III, TRUSTEE has no duty to
verify the circumstances but solely to comply with the "demand" of BOARD OF REGENTS.

VII

A. It is further agreed that the DEPOSITORY will service the accounts in an efficient and prompt manner at no expense to the University and shall pay interest each month as it accrues on all funds deposited with it as time deposits at a rate to be determined as of the date of deposit in accordance with the table presented below:

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The rates thus resulting are to be rounded, up or down, to the nearest hundredth of one percent but not to exceed the rates on such deposits as authorized from time to time by regulations of the Board of Governors of the Federal Reserve System.

B. ACCOUNT SERVICES

1. Overdraft Notification-
The University intends to maintain adequate funds to cover withdrawals at all times.

If an account requires a transfer to cover current withdrawals, the University Comptroller should be notified immediately to arrange for the transfer to avoid an overdraft account.
2. Other Services Offered the Bank:

All banking services extended to our regular customers at standard prices

*Applicable Treasury Bill Rate

The most recent "bid" price for corresponding maturity of U. S. Treasury Bills (Secondary Market) as shown in the latest available publication of the Wall Street Journal.

*1 Such time deposits shall be made as mutually agreed upon by SFASU and Fredonia State Bank in regard to amount and time.
IN WITNESS THEREOF, the parties hereto have executed this Agreement, the day and year first above written.

ATTEST

Fredonia State Bank
Depository

Title Executive Vice Pres/Cashier

Seal (if incorporated)

FIRST CITY, TEXAS - HOUSTON, N.A.

ATTEST:

FIRST CITY, TEXAS - HOUSTON, N.A.

Title Olivia Lara

Seal (if incorporated)

EXAMINED, APPROVED, AND RECOMMENDED

President

Stephen F. Austin State University

ATTEST

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE UNIVERSITY

Chairman, Board of Regents
DEPOSITORY CONTRACT
OPERATING DEMAND DEPOSITS
STEPHEN F. AUSTIN STATE UNIVERSITY

STATE OF TEXAS
COUNTY OF NACOGDOCHES

THIS AGREEMENT is made and entered into this the 20th day of
June, 1990, by and between Stone Fort National Bank
of Nacogdoches, Texas, a banking corporation duly incorporated and authorized by
law to do bank business in the state of Texas, hereinafter called
the DEPOSITORY, the Board of Regents, Stephen F. Austin State
University of Nacogdoches, Texas, hereinafter called the BOARD OF
REGENTS, and Texas Commerce Bank, NA
of Houston, Texas, a banking corporation duly
incorporated and authorized by law to do bank business in the
State of Texas, hereafter called the TRUSTEE.

NOW, THEREFORE, in consideration of the mutual promises,
performance and covenants of each to the other, the parties
contract and agree as follows:

I

The DEPOSITORY agrees to and with the BOARD OF REGENTS that
it will act as depository for funds that may be deposited with it
by Stephen F. Austin State University of Nacogdoches, Texas, at
any time from September 1, 1990, through August 31, 1991, or
until its successor is qualified.

II

All funds on deposit with DEPOSITORY to the credit of
Stephen F. Austin State University, with the exception of those
funds covered by Vernon's Texas Civil Statutes, Article 2529a,
shall be secured by those investment securities authorized by
Vernon's Texas Civil Statutes, Article 2529b-1.

DEPOSITORY shall certify to the chief fiscal officer of
Stephen F. Austin State University the market value of securities
on the date said securities are pledged. The pledged securities
shall have an aggregate market or par value, whichever is less,
exclusive of accrued interest, at all times at least equal to the
sum of the balances on deposit with DEPOSITORY in all accounts of
Stephen F. Austin State University, less those funds covered by
V.T.C.S., Article 2529a, and such securities so deposited with
TRUSTEE shall be held under joint Trust Receipt issued by said
TRUSTEE in favor of DEPOSITORY and BOARD OF REGENTS, the original
of such receipt shall be filed with the chief fiscal officer of Stephen F. Austin State University.

Within 10 days after the end of each calendar month, DEPOSITORY shall furnish to the chief fiscal officer of Stephen F. Austin State University in writing a signed statement showing a completely itemized list of the securities held as pledged collateral for Stephen F. Austin State University.

III

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

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It is understood that said DEPOSITORY shall have the privilege of substituting or changing the securities herein pledged as occasion may require, subject, however, to the approval of the President of the institution or his representative.

V

It is further agreed herein that the TRUSTEE shall credit the DEPOSITORY the proceeds of interest coupons on such bonds of securities as they become due until otherwise notified by the BOARD OF REGENTS.

VI

It is understood that the TRUSTEE shall have no duty to ascertain the amount of funds on deposit by the BOARD OF REGENTS with the DEPOSITORY nor the validity of genuineness of securities deposited and that under Article III, TRUSTEE has no duty to
verify the circumstances but solely to comply with the "demand" of BOARD OF REGENTS.

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<td>Treasury Bill &quot;Bid&quot; Rate times(x) 1. -.25% = Interest Rate</td>
</tr>
<tr>
<td>10.0001-11.0000%</td>
<td>Treasury Bill &quot;Bid&quot; Rate times(x) 1. -.25% = Interest Rate</td>
</tr>
<tr>
<td>11.0001-12.0000%</td>
<td>Treasury Bill &quot;Bid&quot; Rate times(x) 1. -.25% = Interest Rate</td>
</tr>
<tr>
<td>12.0001 or above</td>
<td>Treasury Bill &quot;Bid&quot; Rate times(x) 1. -.25% = Interest Rate</td>
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</tbody>
</table>

The rates thus resulting are to be rounded, up or down, to the nearest hundredth of one percent but not to exceed the rates on such deposits as authorized from time to time by regulations of the Board of Governors of the Federal Reserve System.

B. ACCOUNT SERVICES

1. Overdraft Notification-
The University intends to maintain adequate funds to cover withdrawals at all times.

   If an account requires a transfer to cover current withdrawals, the University Comptroller should be notified immediately to arrange for the transfer to avoid an overdraft account.
2. Other Services Offered the Bank-

Refer to attached letter. The attached services are offered to
Stephen F. Austin State University. These services are on a fee or
deposit compensated basis. Time would not permit SFA personnel
to give us information necessary to quote prices. Price quotations will
be submitted upon request.

*Applicable Treasury Bill Rate

The most recent "bid" price for corresponding maturity of U. S.
Treasury Bills (Secondary Market) as shown in the latest
available publication of the Wall Street Journal.
IN WITNESS THEREOF, the parties hereto have executed this Agreement, the day and year first above written.

ATTEST

Stone Fort National Bank of Nacogdoches
Depository

Edwin J. Sidwell
Title Vice President/Cashier
Seal (if incorporated)

Jerry C. Arment
Title President/CEO

ATTEST:

Texas Commerce Bank, N.A.
Trustee Bank

Olive Armstrong
Title Assistant Vice Pres.
Seal (if incorporated)

Larry B. Sutter
Title Vice President

EXAMINED, APPROVED, AND RECOMMENDED

President
Stephen F. Austin State
University

ATTEST

BOARD OF REGENTS
STEPHEN F. AUSTIN STATE
UNIVERSITY

Chairman, Board of Regents
Other Services offered by Bank:

Stone Fort National Bank (SFNB) offers Stephen F. Austin State University (SFASU) a comprehensive array of cash management services and techniques to provide information to make more profitable business decisions, and to maintain greater control and efficient use of SFASU's funds. These services include:

MICROLINK: This personal computer based software product enables SFASU to access previous day information about balances and credit and debit transactions, reconcile accounts, initiate ACH transactions, and merge financial information and transactions with other systems SFASU uses. Along with actual data, SFASU is given the tools to manipulate and analyze that information on SFASU's existing software (LOTUS, for example). Existing SFASU accounts with other financial institutions can be accessed with this product.

ACCOUNT RECONCILIATION SERVICES: SFNB offers four basic Account Reconciliation packages. Services options are available with each package, allowing us to tailor a program to fit your needs. Information can be provided in report format, on magnetic tape, diskette, or on microfiche. Data transmission is also available.

CASH CONCENTRATION SERVICES: This electronic personal computer or telephone based system can be used to concentrate funds from SFASU's depository banks to its concentration or investment bank. Compared to the options of initiating wire transfers or drawing checks, the concentration system will eliminate the costs associated with incoming and outgoing wires, and check stock, stop payments, etc.

TEXCOMMUNICATION: This automated information reporting system is similar to MICROLINK, and offers SFASU the option of utilizing terminal initiated stop payments on any SFNB or Texas Commerce Bank account.

LOCKBOX PROCESSING SERVICES: SFNB may be utilized as a lockbox processing center to collect, process, and report SFASU's large volume of receivables. Multiple daily deposits and timely information reporting via TEXCOMMUNICATION or data transmission will significantly reduce SFASU's internal operations and processing costs. The timely collection of SFASU's receivables will improve cash flow and effect greater interest earnings.

AUTOMATED CLEARING HOUSE SERVICES: SFNB offers a comprehensive group of automated electronic services that will alleviate the need for administrative involvement in routing cash management functions such as direct deposit of payroll, payment of dividends, or collection of preauthorized debits, such as tuition or room and board payments. ACH information can be provided through a variety of ways, including magnetic tape, diskette, or direct transmission.

CONTROLLED DISBURSEMENT SERVICES: The use of a controlled disbursement account for accounts payable will provide SFASU with total clearing notification early each day. This will allow SFASU the flexibility to set its cash position early each morning and maximize its investment opportunities or make borrowing or pay down arrangements, thereby
RETURN ITEM LOCKBOX SERVICES: This product facilitates the collection of returned checks submitted in payments for goods or services. It would enable SFASU to improve the amount recovered from returned checks, to improve the timeliness of collection, to reduce the opportunity for check fraud, and to reduce or eliminate SFASU’s cost of returned check collection.

CHECK SAFEKEEPING SERVICES: SFNB can maintain cancelled checks for a period of 90 days after statement cutoff. SFASU can elect to receive an indexed microfilm copy of the items, or obtain photocopies from the Bank. This service would reduce SFASU’s check storage cost and postal charges on large volume accounts.

ZERO BALANCE ACCOUNTS: A zero balance account (ZBA) provides for the maintenance of only one account balance (master account) while allowing the use of multiple disbursement/collections accounts (subsidiary accounts). The master account debits or credits the subsidiary accounts on a daily basis to automatically take the sub account balances to zero, thus leaving a net balance in the master account only. SFNB can offer a three tier ZBA system which provides for a master, sub master level and sub level. This services eliminates idle balances, thereby enabling optimum cash usage through concentration of balances.

SAVINGS BOND SERVICES: SFNB offers the purchase of Savings Bonds through automatic payroll deductions.

These are some of the highlights of the innovative cash management services offered by Stone Fort National Bank. We believe that our consultive sales ability brings added value to our customers, and we look forward to working with SFASU to structure a comprehensive and efficient cash management plan. Many outstanding institutions of higher learning utilize the cash management services of Texas Commerce banks across the state, and references can be provided upon request.
May 16, 1990

Ms. Cathy Allen  
Director, Personnel Services  
Stephen F. Austin State University  
1936 North Street  
Birdwell Building, Room 111  
Nacogdoches, TX 75962-3039

RE: Letter of Understanding

Dear Cathy:

This Letter of Understanding (LOU) describes the objectives, scope and approach, timing, and professional fees related to our work regarding the Stephen F. Austin State University (SFA) medical plan.

OBJECTIVES

SFA's objective is to implement a managed health plan effective September 1, 1990.

SCOPE/APPROACH

The scope of the project will consist of the following tasks:

1. Plan Design

   Our initial tasks are to analyze the appropriate plans and plan design to be offered to employees. Issues to be concerned with include:

   • "Point-of-Service" plan
   • Multiple plans
   • Incentives/disincentives to utilize preferred providers
   • Identification of preferred providers (hospitals/physicians)
   • Copayments and coinsurance levels

   We estimate that a significant amount of time will be required to develop plan alternatives and present the alternatives before the Insurance Committee for discussion and finalization.

2. Provider Negotiations

   A critical element in the ultimate development of the premium rates is the arrangement SFA obtains from providers. SFA has determined that it desires to have both local facilities in its network.
Our analysis in this area will focus on:

• The development of per diems levels for specific services
• The development of outpatient and ER schedules.

3. **Claim Administration Selection**

Upon finalizing the provider network and the plan design, a Request For Proposal (RFP) will be finalized and presented to 3-4 qualified vendors. The RFP will be for administrative services, utilization review, and reinsurance for the Medical, Dental, Life, AD&D and LTD plans. In addition, vendors will be requested to bid on COBRA administration and Section 125 administration. Specifically, our analysis in this area will be as follows:

• Finalize RFP;
• Identify/Select vendors to receive RFP;
• Evaluate proposals;
• Attend vendor demonstrations with SFA; and
• Negotiate contract(s).

4. **Claims Administration Implementation and Transition**

Upon the successful selection of the appropriate vendor, we will assist in implementing the new system. Specifically our tasks in this area will be:

• Develop implementation plan;
• Develop termination letter;
• Obtain all necessary reports and data tapes to be provided to new vendor for transition; and
• Oversee transition process.

5. **Medical Plan Rates**

Upon the selection of a new administration, and the finalization of provider contracts, we will then be in a position to develop rates for the plan(s) to be offered September 1, 1990. We will also develop separate rates for retirees for SFA’s consideration.

6. **Employee Communication**

We will assist in drafting employee communication materials for the open enrollment period (August 15-31).
TIMING

Given SFA's objective of implementing its medical plan September 1, we propose the following schedule:

<table>
<thead>
<tr>
<th>Task</th>
<th>Start/End</th>
<th>Fee Breakdown</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finalize Plan Design</td>
<td>05/15/90 - 05/31</td>
<td>$13,000-15,000</td>
</tr>
<tr>
<td>Finalize Provider Negotiations</td>
<td>05/15-06/15</td>
<td>18,000-20,000</td>
</tr>
<tr>
<td>Claims Administration Selection (RFP)</td>
<td>06/25-07/30</td>
<td>16,000-18,000</td>
</tr>
<tr>
<td>Claims Administration Transition</td>
<td>08/01-08/31</td>
<td>13,000-15,000</td>
</tr>
<tr>
<td>Develop rates and communication material</td>
<td>08/01-08/08</td>
<td>6,000</td>
</tr>
<tr>
<td>Hold open enrollment</td>
<td>08/15-08/31</td>
<td>SFA Staff</td>
</tr>
<tr>
<td>New Plan Year Begins</td>
<td>09/01/90</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$66,000-74,000</strong></td>
</tr>
</tbody>
</table>

PROFESSIONAL FEES

Our professional fees for these tasks outlined herein will be $66,000 to $74,000 plus actual expenses.

SFA will be invoiced for these services on a per month basis beginning May 15, 1990 and continuing through August 31, 1990.

We appreciate the opportunity to assist SFA. If you are in agreement with this Letter please indicate so by signing below and returning it to me.

Sincerely,

David J. Palatiere
Senior Consultant

Don Henry / Date
Vice President of Finance
Stephen F. Austin State University

Dr. William R. Johnson, President
Stephen F. Austin State University
RESOLUTION

WHEREAS, Stephen F. Austin State University is an agency of the State of Texas (the "Participant") and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that yield the highest possible rate of return while providing necessary safekeeping and protection of the principal; and

WHEREAS, the Treasurer of the State of Texas acting by and through he Texas Treasury Safekeeping Trust Company (the "Trust Company") has created "TexPool", a public funds investment pool to effectuate the goals of providing investments at the highest possible yield and maintaining complete safety of the funds of the Participant.

NOW THEREFORE, be it resolved as follows:

1. That Stephen F. Austin State University establish an account in its name with the Trust Company's Public Funds Investment Pool "TexPool" for the purpose of transmitting local funds for investment by the Trust Company in TexPool.

2. That the following individuals whose signatures appear below are officers or employees of the Participant and are each hereby authorized to transmit funds to the Trust Company for investment in TexPool and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary for appropriate for the investment of local funds:
Name: Br. Donald E. Bowen  Title: President
Signature: Donald E. Bowen

Name: Mr. Dorr L. Henry  Title: Fiscal Affairs
Signature: Dorr L. Henry

Name: Mr. David D. Stanley  Title: Comptroller
Signature: David D. Stanley

Name: Mr. Danny Gallant  Title: Business Manager
Signature: Danny Gallant

3. That this resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant and until the Trust Company receives a copy of any such amendment or revocation, until such time the Trust Company is entitled to rely on same.

This Resolution is hereby introduced and adopted by the Participant at the regular meeting held on the 10th day of July, 1990.

STEPHEN F. AUSTIN STATE UNIVERSITY

By: Official Signature

ATTEST: (Seal)