

Stephen F. Austin State University

MINUTES OF THE BOARD OF REGENTS



**Nacogdoches, Texas
April 22 and 23, 2013
Volume 281**

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MEETING 281

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Stephen F. Austin State University
Minutes of the Meeting of the Board of Regents
Nacogdoches, Texas
April 22 and 23, 2013
Austin Building 307
Meeting 281

Monday, April 22, 2013

The regular meeting of the Board of Regents was called to order in open session at 8:05 a.m. Monday, April 22, 2013, in the Austin Building Board Room by Chair Bob Garrett.

Dr. Pattillo introduced and welcomed newly appointed regents, David Alders and Barry Nelson, and reappointed and returning regent, Bob Garrett.

PRESENT:

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

President: Dr. Baker Pattillo

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

General Counsel: Mr. Damon Derrick

Other SFA administrators, staff, and visitors

The Finance and Audit Committee convened at 8:06 a.m. and recessed at 9:35 a.m.

The board chair reconvened the Committee of the Whole at 10:05 a.m. and immediately called for an executive session to consider the following items:

Consideration of individual personnel matters relating to appointment, employment, evaluation, assignment, duties, discipline, or dismissal of an officer or employee,

including but not limited to equine center director, poultry science director, chair of the Department of Agriculture, dean of the Arthur Temple College of Forestry and Agriculture, interim dean of the Nelson Rusche College of Business, executive director of marketing and public affairs, executive director of alumni affairs, coordinator of special projects, men's basketball head coach, vice presidents and the president (551.074)

Consultation with attorney regarding legal advice or pending and/or contemplated litigation or settlement offers, including but not limited to EEOC filings, pending legislation, intellectual property, *Christian Cutler v. Baker Pattillo, et al*, and *Progressive County Mutual Insurance Company v. SFASU* (551.071)

The executive session ended at 11:45 a.m. and the meeting returned to open session.

The Finance and Audit Committee reconvened at 11:55 and recessed for lunch at 12:15 p.m. The committee reconvened at 2:15 p.m. and adjourned at 3:15 p.m. The Building and Grounds Committee convened at 3:15 p.m. and adjourned at 3:50 p.m. The Academic and Student Affairs Committee was called to order at 4:10 p.m. and adjourned at 4:40 p.m.

The board chair reconvened the Committee of the Whole at 4:40 p.m. and immediately called for an executive session to consider the following items:

Consideration of individual personnel matters relating to appointment, employment, evaluation, assignment, duties, discipline, or dismissal of an officer or employee, including but not limited to equine center director, poultry science director, chair of the Department of Agriculture, dean of the Arthur Temple College of Forestry and Agriculture, interim dean of the Nelson Rusche College of Business, executive director of marketing and public affairs, executive director of alumni affairs, coordinator of special projects, men's basketball head coach, vice presidents and the president (551.074)

Consultation with attorney regarding legal advice or pending and/or contemplated litigation or settlement offers, including but not limited to EEOC filings, pending legislation, intellectual property, *Christian Cutler v. Baker Pattillo, et al*, and *Progressive County Mutual Insurance Company v. SFASU* (551.071)

The executive session ended at 5:50 p.m. and the Board of Regents meeting returned to open session and recessed for the evening with no further action.

Tuesday, April 23, 2013

The chair reconvened the board meeting in open session at 9:03 a.m. on Tuesday, April 23, 2013.

PRESENT:

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

President: Dr. Baker Pattillo

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

General Counsel: Mr. Damon Derrick

Other SFA administrators, staff, and visitors

Student Regent Dukes led the pledge to the flags and Mr. Gallant provided the invocation. Chair Garrett recognized the newly elected board chair, Steve McCarty, who assumed the chair. Chair McCarty thanked Regent Garrett for his two years of service as board chair and presented a plaque of appreciation to Regent Garrett on behalf of the board members.

OATH OF OFFICE

District Judge Campbell Cox presided over the oath of office ceremony for the newly appointed regents, Mr. David Alders and Mr. Barry Nelson, and the reappointed regent, Mr. Bob Garrett.

RECOGNITIONS

Dr. Westbrook recognized the Jack Attack Dance Team for winning their first National Championship at the National Dance Association Collegiate Competition. Robert Hill introduced the Men's and Women's Indoor Track Teams, who have both recently captured the 2013 Southland Conference indoor championship titles. He also recognized

the Lumberjack Men's Basketball Team, who won the Southland Conference title for 2013 and participated in the National Invitational Tournament. Dr. Pattillo introduced members of the Lumberjack Marching Band who led the London New Year's Day Parade for 2013 and students from the Society for the Advancement of Management who recently won their national case study competition. Dr. Berry introduced student finalists from the Texoma Region of the National Association of Teachers of Singing. He also recognized staff members from the Office of Admissions and the Office of Public Affairs, who won national Educational Advertising Awards. Dr. Harry Downing, professor of physics and astronomy, was introduced as the faculty member being recommended as the 2013-2014 Regents Professor.

APPROVAL OF MINUTES

BOARD ITEM 13-20

Upon motion by Regent Garrett, seconded by Regent Coleman, with all members voting aye, it was ordered that the minutes of the January 28 and 29, 2013, regular meeting of the Board of Regents be approved as presented.

PERSONNEL

BOARD ORDER 13-21

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

FACULTY APPOINTMENTS FOR 2013 – 2014

BUSINESS

Mark Schaub, Associate Professor of Economics and Finance, Ph.D. (Mississippi State University), at an academic year salary of \$115,000 for 100 percent time, effective September 1, 2013.

EDUCATION

Christina Sinclair, Assistant Professor of Kinesiology and Health Science, Ph.D. (University of New Mexico) at an academic year salary of \$60,000 for 100 percent time, effective September 1, 2013.

Nedra Washington, Visiting Assistant Professor of Human Sciences, Ph.D. (Texas Women's University), at an academic year salary of \$47,500 for 100 percent time, effective September 1, 2013.

FINE ARTS

Jamie Dahman, Assistant Professor of Music, D.M.A. (University of Michigan), at an academic year salary of \$48,000 for 100 percent time, effective September 1, 2013.

Nathan Fleshner, Assistant Professor of Music, Ph.D. (Eastman School of Music), at an academic year salary of \$48,000 for 100 percent time, effective September 1, 2013.

Zachary Hanks, Assistant Professor of Theatre, M.F.A. (University of South Carolina), at an academic year salary of \$45,835 for 100 percent time, effective September 1, 2013.

Melissa McMillian-Cunningham, Lecturer of Theatre, M.A. (Stephen F. Austin State University), at an academic year salary of \$42,500 for 100 percent time, effective September 1, 2013.

Shaun Roberts, Assistant Professor of Art, MFA (University of Washington) at an academic year salary of \$45,000 for 100 percent time effective September 1, 2013.

LIBERAL AND APPLIED ARTS

Karl Baughman, Assistant Professor of History, Ph.D. (Western Michigan University), at an academic year salary of \$47,000 for 100 percent time, effective September 1, 2013.

Aryendra Chakravartty, Assistant Professor of History, M.A. (Pennsylvania State University), at an academic year salary of \$47,000 for 100 percent time, effective September 1, 2013, contingent upon completion of doctorate by August 31, 2013.

Sharon Eaves, Assistant Professor of Psychology, Ph.D. (Louisiana State University), at an academic year salary of \$47,000 for 100 percent time, effective September 1, 2013.

Paula Hopeck, Assistant Professor of Languages, Cultures and Communication, M.A. (Purdue University) at an academic year salary of \$47,000 for 100 percent time effective September 1, 2013, contingent upon completion of doctorate by August 31, 2013.

Carrie Kennedy Lightsey, Assistant Professor of Languages, Cultures and Communications, Ph.D. (West Virginia University), at an academic year salary of \$47,000 for 100 percent time, effective September 1, 2013.

Thomas Madison, Assistant Professor of Mass Communication, M.A. (Texas Tech University), at an academic year salary of \$55,000 for 100 percent time, effective September 1, 2013 and contingent upon completion of doctoral degree by August 23, 2013.

Michael Sheehan, Assistant Professor of English, M.F.A. (University of Arizona), at an academic year salary of \$48,000 for 100 percent time, effective September 1, 2013.

SCIENCES AND MATHEMATICS

Lynn Greenleaf, Assistant Professor of Mathematics and Statistics, M.A. (University of Texas) at an academic year salary of \$52,500 for 100 percent time, effective September 1, 2013, contingent upon completion of doctorate by August 31, 2013.

STAFF APPOINTMENTS FOR 2013 – 2014

Daniel Bassett, Assistant Soccer Coach, at a 10.5-month salary of \$32,969 for 100 percent time, effective February 11, 2013.

William Crittenden, Head Soccer Coach, at a 10.5-month salary of \$53,000 for 100 percent time, effective January 28, 2013.

Lance Guidry, Assistant Football Coach, at a 10.5-month salary of \$73,000 for 100 percent time, effective February 4, 2013.

Luke Maloney, Assistant Volleyball Coach, at a 10.5-month salary of \$25,590 for 100 percent time, effective March 4, 2013.

Brad Underwood, Head Men's Basketball Coach, at an annual salary of \$175,000 for 100 percent time, effective April 23, 2013.

CAMPUS RECREATION

Katharine Bridges, Fitness/Wellness Coordinator, at an annual salary of \$35,000 for 100 percent time effective February 4, 2013.

EDUCATION

Karla Hamilton, Assessment Director, at an annual salary of \$37,000 for 100 percent time, effective January 14, 2013.

FORESTRY AND AGRICULTURE

Mark Ethridge, Broiler Research Center Supervisor, at an annual salary of \$32,000 for 100 percent time, effective February 1, 2013.

INFORMATION TECHNOLOGY SERVICES

William Pruett, Database Administrator II, at an annual salary of \$50,000 for 100 percent time, effective February 25, 2013.

MATHEMATICS AND SCIENCES

Erica Norris, Discovery and Research Center Manager, at an annual salary of \$45,000 for 100 percent time, effective January 14, 2013.

CHANGES OF STATUS FOR 2013 – 2014

ATHLETICS

Andrew Collins, from Coordinator of Athletic Video Production at an annual salary of \$35,000 for 100 percent time, to Coordinator of Athletic Operations at an annual salary of \$39,574 for 100 percent time, effective March 25, 2013.

EDUCATION

Luis Aguerrevere, from Assistant Professor of Psychology at an academic year salary of \$47,550 for 100 percent time, to Assistant Professor of Human Services at an academic year salary of \$55,000 for 100 percent time, effective September 1, 2013.

Adam Akerson, from Assistant Professor of Elementary Education at an academic year salary of \$52,530 for 100 percent time, to Assistant Professor of Elementary Education and Early Childhood M.Ed. Coordinator at an academic year salary of \$52,530 for 100 percent time with a \$600 per month salary supplement for five months, effective January 1, 2013.

Joseph Strahl, from Library Systems Supervisor at an annual salary of \$43,260 for 100 percent time, to Technology Coordinator, at an annual salary of \$46,000 for 100 percent time, effective February 18, 2013.

Kimberly Welsh, from Associate Professor of Elementary Education at an academic year salary of \$59,416 for 100 percent time, to Associate Professor of Elementary Education and Elementary M.Ed. Coordinator at an academic year salary of \$59,416 for 100 percent time with a \$600 per month salary supplement for five months, effective January 1, 2013.

FORESTRY AND AGRICULTURE

Zushang Su, from Research Scientist-Medicinal Plants at an annual salary of \$32,000 for 100 percent time, to Research Scientist-Medicinal Plants with a change in job assignment at an annual salary of \$32,960 for 100 percent time, effective January 1, 2013.

Ping Wang, from Research Scientist-Medicinal Plants at an annual salary of \$37,080 for 100 percent time, to Research Scientist-Medicinal Plants with a change in job assignment at an annual salary of \$38,192 for 100 percent time, effective January 1, 2013.

Wei Yuan, from Research Scientist-Medicinal Plants at an annual salary of \$40,000 for 100 percent time, to Research Scientist-Medicinal Plants with a change in job assignment at an annual salary of \$41,200 for 100 percent time, effective January 1, 2013.

LIBERAL AND APPLIED ARTS

Kwame Antwi-Boasiako, from Associate Professor and Interim Chair of Government at an academic year salary of \$55,742 for 100 percent time, with an additional monthly stipend of \$2,186 for eleven months for interim duties, to Associate Professor and Chair of Government at an annual salary of \$100,000 for 100 percent time, effective February 1, 2013.

LIBRARY

Karrie Roberson, from Assistant System Administrator at an annual salary of \$30,179 for 100 percent time, to Web Design Specialist at an annual salary of \$40,059 for 100 percent time, effective March 1, 2013.

PHYSICAL PLANT

Jeffery Ghiringhelli, from Plant Operations Analyst at an annual salary of \$56,925 for 100 percent time, to Plant Operations Analyst with changes in job assignment at an annual salary of \$60,000 for 100 percent time, effective February 1, 2013.

PROCUREMENT AND PROPERTY SERVICES

Jaimie Parris, from Administrative Assistant at an annual salary of \$30,407 for 100 percent time, to Contracting Specialist at an annual salary of \$35,300 for 100 percent time, effective February 1, 2013.

SCIENCES AND MATHEMATICS

Dennis Gravatt, from Associate Professor and Chair of Biology at an 11-month salary of \$88,838 for 100 percent time, to Associate Professor of Biology at an academic year salary of \$70,000 for 100 percent time, effective February 1, 2013.

John Moore, from Professor of Chemistry at an academic year salary of \$76,900 for 100 percent time, to Professor of Chemistry and Interim Chair of Biology at an academic year salary of \$76,900 with an additional salary supplement of \$2,210 per month for eight months for interim duties, effective January 1, 2013.

Josephine Taylor, from Professor of Biology at an academic year salary of \$78,976 for 100 percent time, to Professor of Biology with interim additional administrative duties at an academic year salary of \$78,976 with a salary supplement of \$760 per month for five months for interim duties.

To Professor, effective fall semester 2013:

Kathleen Belanger	Social Work
Jill Carrington	Art
Marc Guidry	English
Scott Harris	Music
Philip Stetz	Management, Marketing and International Business
Alexandria Van Kley	Biology
Ann Wilson	Business Communication and Legal Studies

To Professor Emeritus, effective fall semester 2013:

Warren Fisher	Management, Marketing and International Business
John Lewis	Economics and Finance
Marthea Turnage	Library

To Librarian IV, effective fall semester 2013:

Ann Ellis	Library
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TENURE

Academic tenure was awarded to the following individuals, effective fall semester 2013.

Leslie Cecil	Social and Cultural Analysis
Dana Cooper	History
Steve Cooper	Social Work
Neal Cox	Art
Ericka Hoagland	English
David Howard	Music
Sheryll Jerez	Environmental Science
Eric Jones	Kinesiology and Health Science
Matthew Lindsey	Management, Marketing and International Business
Joseph Musser	Physics and Astronomy
Mary Olle	Human Sciences
Ryan Phelps	Economics and Finance
Jeff Roth	Social and Cultural Analysis
Elizabeth Tasker-Davis	English
Jay Thornton	Kinesiology and Health Science
Juan Carlos Urena	Languages, Cultures and Communication

FACULTY DEVELOPMENT LEAVE FOR 2013-2014

WHEREAS, the board considered the following: Under law passed by the legislature and policies approved by the Board of Regents within funds available, faculty members may apply for one semester leave at full pay or one academic year leave at half pay. Applications are reviewed by an elected faculty committee which makes recommendations to the provost/vice president for academic affairs. Following review by the president, recommendations are made to the Board of Regents.

THEREFORE, the faculty members listed below were awarded faculty development leave for the semester indicated.

Fall 2013

Joyce Johnston	Languages, Cultures and Communication
Elizabeth Rhodes	Kinesiology and Health Science

Spring 2014

Perky Beisel	History
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REGENTS PROFESSORSHIP FOR 2013-2014

WHEREAS, the board members considered the following: Nominations for Regents Professorships are sought from the faculty. The academic deans, with the assistance of previous Regents Professors, review the nominations and make recommendations to the provost/vice president for academic affairs. Regents Professors receive a \$2,000 grant to support their efforts and a medal.

Therefore, Dr. Harry Downing, professor of physics and astronomy, was awarded a Regents Professorship for the academic year 2013-2014.

RETIREMENTS

The following retirements were accepted:

Viola Alexander, Professor of Elementary Education, effective August 31, 2013

Betty Alford, Professor and Chair of Secondary Education, effective
May 31, 2013

Peggy Byers, Procurement Services, effective January 31, 2013

John Dahmus, Professor of History, effective May 31, 2013

Robert Fiestel, Associate Professor of Mathematics and Statistics, effective
August 31, 2013

Juanita Finkenberg, Employee Wellness Coordinator, effective May 31, 2013

Mel Finkenberg, Professor and Chair of Kinesiology and Health Science,
effective August 31, 2013

Warren Fisher, Professor of Management, Marketing and International Business,
effective August 31, 2013

Phyllis Gilbert, Lecturer in Human Sciences, effective July 31, 2013

Becky Griffith, Elementary Education, effective May 31, 2013

Harold Hall, Physical Plant, effective January 31, 2013

John Lewis, Professor of Economics and Finance, effective May 31, 2013

Neal McCord, Assistant Professor of Biology, effective August 31, 2013

Frank Michael Moode, Professor of Kinesiology and Health Science, effective
May 31, 2013

Gerald Murray, Student Center Administration, effective February 28, 2013

Linda Nichols, Human Sciences, effective May 31, 2013

Marjorie Tipton, Human Sciences, effective December 31, 2012

Elizabeth Witherspoon, Associate Professor of Elementary Education, effective
May 31, 2013

Edward Wittel, Office of the Dean, Perkins College of Education, effective
January 31, 2013

ACADEMIC AND STUDENT AFFAIRS

BOARD ORDER 13-22

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

CURRICULUM CHANGES

The Board of Regents approved the undergraduate and graduate curriculum changes listed in Appendix 1.

APPROVAL OF REQUEST TO MOVE THE DEPARTMENT OF COMPUTER SCIENCE

WHEREAS, the board members considered the following: The Department of Computer Science has been a part of the Nelson Rusche College of Business for many years. Recent analysis and evaluation of the effectiveness of organizational structure and reporting lines have indicated that greater efficiency and effectiveness can be achieved for the department, the college, and the College of Sciences and Mathematics if the Department of Computer Sciences were moved into the College of Sciences and Mathematics, where it resides at many universities.

THEREFORE, the Board of Regents approved the reorganization of reporting lines, moving the Department of Computer Science from the Nelson Rusche College of Business to the College of Sciences and Mathematics, effective September 1, 2013. All computer science programs will move into the College of Sciences and Mathematics except the Bachelor of Business Administration in computer information systems, which will remain in the College of Business through the degree phase-out period.

AGREEMENT BETWEEN STEPHEN F. AUSTIN STATE UNIVERSITY AND NELSON RUSCHE COLLEGE OF BUSINESS EXECUTIVE ADVISORY BOARD

Whereas, the board members considered the following: The Stephen F. Austin State University Nelson Rusche College of Business requests approval to finalize the agreement between Stephen F. Austin State University, the Nelson Rusche College of Business, and the Nelson Rusche College of Business Executive Advisory Board that would establish the Executive Advisory Board as a support group of the university. The agreement is included as Appendix 2.

The purpose of this group is to support the programs and activities of the Nelson Rusche College of Business, including the following activities:

- a. Serve as a conduit between the college and the college community;
- b. Offer advice and support for the initiatives of the college;
- c. Support and executive fundraising activities for the benefit of the college; and
- d. To perform those functions that the college cannot provide itself.

Therefore, it was ordered that the board approve the Nelson Rusche College of Business Executive Advisory Board as a support group of the university and that the president be authorized to sign the agreement included as Appendix 2.

ACADEMIC AND STUDENT AFFAIRS POLICY REVISIONS

The Board of Regents adopted the following policy revisions as presented in Appendix 8:

Academic and Professional Qualifications (A-49)
Academic Freedom and Responsibility (A-2.5)
Active Military Service (A-74)
Add/Drop (A-5)
Administrative Systems Software Changes (F-36)
Curation of Archaeological Collections (A-75)
E-mail for University Communication (F-41)
Emeritus (E-14A)
Employee Enrolling for Courses (E-16)
Family and Medical Leave (E-58)
Grievance and Appeals (E-25N)
Human Research Subjects Protection (A-62)
New Employee Orientation (E-33.1)
News Releases (F-20)
Parking and Traffic Regulations (D-24)
Photographic Reprints (F-22)
Printing Services (F-23)
Student Organization Formation and Recognition (F-14)
Transfer Admission (A-44)
Transfer Credits (A-45)
University Letterhead (D-37)
University Publications (D-39)
University Web Calendar (F-19)

BOARD ORDER 13-23

Upon motion by Regent Henderson, seconded by Regent Ware, with all members voting aye, it was ordered that the following executive session item be approved.

SOUTH TEXAS TECHNOLOGY MANAGEMENT INVENTION MANAGEMENT

WHEREAS, the board members considered the following: In the April 2012 meeting of the Board of Regents, the president was authorized to enter into an agreement with South Texas Technology Management (STTM) for invention management and marketing services. The president was further authorized to enter into agreements to retain outside counsel as necessary to pursue patent protection of any invention disclosed to STTM for the term of that agreement.

The initial agreement with STTM is set to expire on April 26, 2013. The relationship has enabled the university to receive expert advice and review of faculty inventions and the continuation of the agreement would continue to benefit the university.

THEREFORE, it was ordered that the president be authorized to extend the term of the agreement with STTM for three (3) additional years and sign any necessary documents related to that extension and/or inter-institutional agreements or similar for the joint management and marketing of university-owned property. It was further ordered that the president be authorized to enter into agreements to retain outside counsel as necessary to pursue patent protection of any invention disclosed to STTM for the revised term of the STTM agreement.

BOARD ORDER 13-24

Upon motion by Regent Henderson, seconded by Regent Ware, with all members voting aye, it was ordered that the following executive session item be approved.

“PURPLE PRIDE” LICENSING

WHEREAS, the board members considered the following: Dr. David Creech, associate director of the SFA Mast Arboretum, and Dawn Stover, research associate program coordinator for the SFA Mast Arboretum, have invented a novel cultivar of *Prunus angustifolia*, named “Purple Pride”. The university has filed for patent protection, currently pending, and desires to take the plant to market. The university’s Intellectual Property policy states: “Agreements which grant third party the right to make, use, or sell a patented invention, invention know-how, or trade secret that has been disclosed and assigned to, or is otherwise owned by the university shall require approval by the Board of Regents.”

THEREFORE, it was ordered that the president be authorized to enter into licensing agreements with TreesUSA, Peerless Farms LLC, and Greenleaf Nursery Company, as reviewed and approved by the general counsel.

BUILDING AND GROUNDS

BOARD ORDER 13-25

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

ARTIFICIAL FIELD SURFACE REPLACEMENT AT HOMER BRYCE STADIUM

WHEREAS, the board members considered the following: The average life of artificial surfaces on football fields is eight years. The current artificial surface was installed in Homer Bryce Stadium in 2004. The warranty on the surface expired in 2011. As a result of the company’s experience in the manufacture and installation of stadium surfaces, Hellas Construction was selected to install the artificial surface at Homer Bryce Stadium.

Hellas Construction is a member of a governmental procurement cooperative. The company has installed artificial stadium surfaces at more than eighty stadiums in Texas. Some include Cowboy Stadium, Texas Tech University, Sam Houston State University and Lamar University.

THEREFORE, approval was given for Hellas Construction to install a new artificial surface at Homer Bryce Stadium at a cost not to exceed \$550,000. Designated fund balance will be used as a source for the artificial surface purchase and installation. Designated fund balance will be refunded from proceeds of the soft drink contract with Coca Cola.

CONSERVATION EDUCATION CENTER PROJECT BUDGET

WHEREAS, the board members considered the following: The university has received donations in the amount of \$876,895 to construct and equip the Conservation Education Center. The regents approved the design concept for the center facility on December 14, 2012.

THEREFORE, approval was given to the Conservation Education Center budget at a cost of \$876,895. Authorization was given to the president to sign associated contracts and purchase orders.

BUILDING AND GROUNDS POLICY REVISIONS

The Board of Regents adopted the following policy revisions as presented in Appendix 8:

Access to Secure Computing Facilities (F-32)
Campus Programs for Minors (D-59)
Communication Services (F-29)
Kennedy Auditorium Reservation and Use (B-16)

FINANCIAL AFFAIRS

BOARD ORDER 13-26

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

ACKNOWLEDGE RECEIPT OF AUDIT SERVICES REPORT

The Board of Regents received the following report from audit services, as presented: Poultry Grant Audit, Equine Center Audit, Post Office Verification, Quality Assurance Review (Self-Assessment Report), and update on annual audit plan.

MARCHING BAND UNIFORMS AND EQUIPMENT

WHEREAS, the board members considered the following: The SFA marching band needs to replace uniforms that were purchased eight years ago. The band needs 350 uniforms

for its members. In terms of equipment needs, certain band instruments need to be replaced; and a cargo trailer is needed to transport instruments and equipment.

THEREFORE, approval was given for the band uniform and equipment purchase in an amount not to exceed \$300,000. Designated funds will be used to purchase the uniforms and equipment.

ADOPTION OF FISCAL YEAR 2012-13 SUMMER BUDGET

WHEREAS, the board members considered the following: The fiscal year 2012-13 summer budget contains two regular summer semesters and a mini-semester. The 2012-13 annual budget includes \$2,700,576 that is available to support summer school salaries and benefits. In addition, \$540,157 of income in excess of budget and \$320,000 from E&G salary savings are used to fund summer school salaries. Additional summer salaries of \$13,052 are supported by designated funds.

THEREFORE, approval was given to the 2012-13 summer budget that totals \$3,694,186.

COURSE AND LAB FEES FY 2013-14

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

THEREFORE, it was ordered that the schedule of course fees for the 2013-14 fiscal year shown in Appendix 3, which will take effective fall semester 2013, was adopted.

ROOM AND BOARD RATES FY 2013-14

WHEREAS, the board members considered the following Projected student housing and food service operating costs support the need for revised room and board rates for the 2013-14 fiscal year.

Pursuant to the relevant provisions of our food service contract, the administration and Aramark annually negotiate necessary rate increases for the upcoming fiscal year. Our contract uses the percentage increase in the Food and Beverage element of the Consumer Price Index (CPI) published by the Bureau of Labor Statistics, U. S. Department of Labor, for urban consumers ("CPI-U") in the South as a benchmark for any rate increase considered. The administration has negotiated a rate increase of 1.92% for the provision of board plan food service during the 2013-14 fiscal year.

The proposed room and board rates for FY 2013-14 are presented in Appendix 4 and reflect a 1% increase in the board plan and a 1.5% increase in the room rate.

These revised rates will become effective in the fall semester of 2013.

THEREFORE, it was ordered that the negotiated 1.92% Aramark increase and the proposed room and board rates for FY 2013-14 were approved as presented in Appendix 4.

DESIGNATED TUITION INCREASE FOR FY 2013-2014

WHEREAS, the board members considered the following: The university is in the final year of its current strategic plan and is in the development phase of an updated plan. The specific initiatives in the plan will support the mission statement of the university which commits the institution to excellence in teaching, research, scholarship, creative work, and service. In order to continue to our institutional commitment to excellence, it is necessary to continue the commitment to the university's faculty and staff. Therefore, an increase in designated tuition is necessary to fund faculty and staff salary increases.

THEREFORE, it was ordered that designated tuition be increased from \$141.86 to \$158.00 per semester credit hour.

INCREASE IN UNDERGRADUATE AND GRADUATE ADMISSIONS APPLICATION FEES

WHEREAS, the board members considered the following: The current undergraduate admission application fee is \$35. The fee supports admission application processing and recruitment initiatives. The increase is in line with our peer institutions and will allow SFA to add undergraduate application processing personnel and expand recruitment activities and materials.

The current graduate admission application fee is \$25. The fee supports graduate admission application processing and recruitment. This increase in the application fee is competitive with our peer institutions and will allow SFA to add graduate application processing personnel and expand recruitment materials and activities.

THEREFORE, it was ordered that the undergraduate admission application fee be increased from \$35 to \$45 and the graduate admissions application fee be increased from \$25 to \$50. It is further ordered that the increases become effective on January 1, 2014.

CREDIT CARD MERCHANT SERVICE FEES AGREEMENT

WHEREAS, the board members considered the following: The university issued a Request for Proposals (RFP) for credit card payment processing. The successful financial organization will process Visa/Mastercard, Discover and American Express credit cards. Twelve responses were evaluated by university staff.

THEREFORE, it was ordered that the university enter into negotiations with BancorpSouth/First Data for services to be provided from award through October 31, 2018, with the option to renew for one additional 5-year period, subject to administrative approval. In the event that negotiations are not successful, it was ordered that the university be permitted to enter into negotiations with Commercial Bank of Texas/TransFirst. The president was authorized to sign the negotiated contract.

ACADEMIC PARTNERSHIPS CONTRACT ADDENDUM

WHEREAS, the board members considered the following: At the May 13, 2011 meeting, the regents authorized an agreement between Academic Partnerships and Stephen F. Austin State University to deliver certain online educational programs and courses using a specified tuition-sharing percentage. As a result of online program development, Academic Partnerships has agreed to amend the tuition-sharing percentage.

THEREFORE, it was ordered that the tuition-share percentage specified in Appendix 5 between Stephen F. Austin State University and Academic Partnerships be approved. The president was authorized to sign the contract addendum.

COCA COLA BEVERAGE CONTRACT

WHEREAS, the board members considered the following: The university has an exclusive-rights beverage contract with Coca Cola that ends on May 31, 2013. The contract began on August 1, 2002, and provided an upfront payment of \$450,000 to the university, annual sponsorship payments of \$100,000, and sales commissions. In addition, the contract contained certain non-cash marketing elements. The contract also contained provisions that required the university to extend right of first negotiation and refusal with Coca Cola. As required by the existing contract, the university notified Coca Cola by mail of its intention to negotiate a new contract. The university and Coca Cola then entered into negotiations.

The fixed cash elements of the proposed contract include an upfront payment of \$550,000 and annual payments of \$194,445 for nine years. The proposed contract also includes annual sales commission payments. Based on current annual commissions, and without considering potential future sales growth or loss, the total sales commission amount is projected to be \$830,000. Further, the contract includes non-cash marketing elements that total \$711,000. The total value of the Coca Cola contract is \$3,841,000.

THEREFORE, it was ordered that the president be authorized to sign an exclusive beverage agreement with Coca Cola for the amounts specified in this proposal.

BOND REDEMPTION AND REFINANCING

WHEREAS, the board members considered the following: The university previously issued bonds in 2002 to construct the Human Services Building and issued two separate series in 2004 (i.e., the 2004 and 2004A Bonds) to upgrade the student center and to construct a student parking garage, respectively. As a result of low interest earnings on university operating investments and bond interest cost on such outstanding bonds in excess of four percent, administration, together with the university's financial advisor, have been monitoring opportunities to achieve debt service savings for the university by refinancing outstanding bonds as well as opportunities to utilize cash reserves to redeem outstanding bonds. The 2002 bonds are currently callable/redeemable and the 2004 and 2004A bonds are callable/redeemable on October 15, 2013.

Depending on market interest rate movement, an analysis indicates a savings of approximately \$600,000 to \$800,000 over the remaining life of the 2004A bonds if administration utilizes cash reserves to redeem the 2004A bonds on October 15, 2013. Additionally, market interest rates are also favorable to refinance the 2002 bonds issued for the Human Services Building and the 2004 bonds issued for the student center. Both issues have interest costs over four percent, and bond refinancing will provide a lower debt cost. Analysis indicates a savings of approximately \$2,000,000 to \$2,700,000 over the life of the 2002 and 2004 bond issues.

THEREFORE, authorization was granted to issue one or more series of refunding bonds to refinance all or any portion of the university's outstanding 2002, 2004 and 2004A bonds, as well as to utilize cash reserves to call and redeem all or any portion of these outstanding bonds on the first available redemption date. Authorization from the Board of Regents was granted to continue to pursue refinancing and/or redeeming with cash reserves these outstanding bonds to achieve debt service savings. The president was authorized to contract with bond legal counsel to represent the university in these matters and sign associated contracts.

A copy of the resolution that authorizes the issuance of one or more series of refunding bonds to refinance all or any portion of the university's outstanding 2002, 2004 and 2004A bonds, as well as utilizing cash reserves to redeem all or any portion of these outstanding bonds is attached in Appendix 6 and was approved by the Board of Regents. Authorization was granted to pay all costs associated with the redemption and refinancing.

The resolution delegates to the vice president for finance and administration to utilize cash reserves to redeem all or any portion of these outstanding bonds and further delegates to the vice president for finance and administration to act as the pricing officer for the refunding bonds by determining the method of sale for the bonds and the bonds to be refunded so long as certain parameters set forth in the resolution are met.

CONSIDERATION OF CONTRACT FOR BLACKBOARD COLLABORATE SOFTWARE

WHEREAS, the board members considered the following: The Office of Instructional Technology currently utilizes the Blackboard Collaborate (formerly Elluminate) online-hosted software to provide desktop videoconferencing tools for online teaching.

THEREFORE, it was ordered that the university purchase the Collaborate Web Conferencing software license for a five-year period at a cost not to exceed \$250,000 with additional years of renewal subject to administrative approval. The president was authorized to sign the contract.

GRANT AWARDS

WHEREAS, the board members considered the following: To date, the university has received multi-year grant awards totaling \$23,461,428 that include funds allocable to fiscal year 2013. This includes \$176,853 in new awards since the last report. Of the multi-year total, grant awards allocable to fiscal year 2013 are \$7,727,271 which reflects an increase of \$155,940 since the last report. State pass-through financial aid education and general (E&G) funds total \$1,056,000.

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

THEREFORE, the Board of Regents approved and ratified the additional grant awards allocable to fiscal year 2013 that total \$155,940 and financial aid awards that total \$1,056,000. The grant awards are detailed in Appendix 7.

FINANCIAL AFFAIRS POLICY REVISIONS

The Board of Regents adopted the following policy revisions as presented in Appendix 8:

- Computer Equipment Purchases (C-8)
- Delegated Purchasing Authority (C-10)
- Discretionary Use of University Funds (C-64)
- Distribution of Payroll (C-12)
- Gifts, Prizes and Awards (C-58)
- Investments – Endowment Funds (C-41.A)
- Items Requiring Board of Regents Approval (D-20.5)
- Property Inventory and Management (C-42)
- Property Liability (B-34)

CORE NETWORK SWITCH

WHEREAS, the board members considered the following: SFA's computer network is separated into three main sections serviced by one major network backbone and Information Technology Services (ITS) is constantly upgrading the equipment to remain current with technology advancements. The existing core switch servicing the residence hall network and the wireless networks is due for replacement. Replacing the outdated Cisco switch with the current model will allow higher bandwidth speeds for this section of the network to better handle increasing demand from both areas. The new switch will also allow further upgrades to our wireless network that are not available with the version of the hardware that is currently in place. This will prepare SFA to roll out wireless network services on the new wireless standard that is anticipated to be released soon. With the anticipated continued growth in wireless usage and bandwidth needs, this switch upgrade is necessary.

ITS has budgeted for replacement of this switch using 2013 allocated funds. The total cost of the switch and first year of maintenance will not exceed \$140,000.

THEREFORE, approval was given to the purchase of the new core network switch and the first year of maintenance at a cost not to exceed \$140,000.

REPORTS

The university president made a report on the following topics:

- Upcoming Dates
- Tartan Project
- Resolutions
- Student Regent

Dr. Linda Bobo, faculty senate chair, made a report on the following topics:

- Introduction of Dr. Dana Cooper, Incoming Chair
- A Year in Review: Actions of the Senate
- Constitutional Amendment
- Faculty Salaries

Dennis Hagans, SGA president, gave a report on the following topics:

- President and Vice President-Elect Recognition
- Veterans Resource Center
- Watermelon Bash
- AMSS: Kay Bailey Hutchison

COMMITTEE APPOINTMENTS

Chair McCarty announced the following appointments for 2013-14 board committees:

EXECUTIVE COMMITTEE
Steve McCarty, Chair
Scott Coleman, Vice Chair
Brigettee Henderson, Secretary

ACADEMIC AND STUDENT AFFAIRS COMMITTEE
Brigettee Henderson, Chair
Barry Nelson
Connie Ware
Student Member

BUILDING AND GROUNDS COMMITTEE
Ken Schaefer, Chair
Bob Garrett
David Alders

FINANCE AUDIT COMMITTEE
Scott Coleman, Chair
Ralph Todd
Ken Schaefer (Investment Liaison)

The meeting was adjourned at 10:55 a.m.

Undergraduate Course Proposals, 2013-2014 - New Courses/Programs			
COURSE NUMBER	COURSE/PROGRAM TITLE	DEPARTMENT	ACTION
COM 405	Media, Culture, and Identity	Languages, Cultures & Communication	New Course
ENG 209	Introduction to Mythology	English	New Course
ENG 343	Descriptive Linguistics	English	New Course
ENG 427	Advanced Study of Major Authors	English	New Course
ENG 428	Advanced Study of Genres	English	New Course
ENG 437	Invented Languages	English	New Course
ENG 449	Gender and Literature	English	New Course
ENG 458	Advanced Forensic Linguistics	English	New Course
HIS 322	World History I	History	New Course
HIS 323	World History II	History	New Course
PHI 323	Ethical Theory	Social & Cultural Analysis	New Course
PHI 363	Symbolic Logic	Social & Cultural Analysis	New Course
PHI 380	Science vs. Religion	Social & Cultural Analysis	New Course
PHI 422	Environmental Ethics	Social & Cultural Analysis	New Course
PSC 199	Federal and Texas Constitutions	Psychology	New Course
FOR 449	Range and Wildlife Ecology and Management	Forestry	New Course
GBU 330	Principles of Employee Development	Business Com & Legal Studies	New Course
	BUS COM & CORP EDU Program	Business Com & Legal Studies	New Program
MGT 366	Entrepreneurial Family Firms	Management, Marketing & International Business	New Course
MGT 385	Organizational Leadership	Management, Marketing & International Business	New Course
CHE 101	Conceptual Chemistry	Chemistry	New Course
GOL 410L	Engineering Geology Lab	Geology	New Course
GOL 420L	Geochemistry Lab	Geology	New Course
GOL 435L	Introduction to Geophysics	Geology	New Course
GOL 472	Field Methods	Geology	New Course
DAN 360	Dance Performance	Kinesiology & Health Sciences	New Course
	Bachelor in Human Sciences program	Human Sciences	New Program
	Undergrad certificate in Nutrition and Food Service	Human Sciences	New Program
HMS 203	Human Growth & Development: Infancy to Adolescents	Human Sciences	New Course
SED445	Global Issues and the Role of the Teacher	Secondary Education	New Course
SED 446	Culture & Communication with Hispanic Students	Secondary Education	New Course
SED 447	The Essentials of Adult Learning	Secondary Education	New Course
DHH 350	Access to the Phonemic Code	Human Services	New Course
DHH 442	Capstone Course - DHH	Human Services	New Course

Undergraduate Course Proposals, 2013-2014 - Modifications			
COURSE NUMBER	COURSE/PROGRAM TITLE	DEPARTMENT	ACTION
ENG 381	Writing About Literature	English	Modify Course
ENG 390	Special Topics in Literature	English	Modify Course
ENG 405	Topics Comparative World Lit	English	Modify Course
ENG 412	Topics in British Literature	English	Modify Course
ENG 421	Topics in American Literature	English	Modify Course
ENG 423	Topics in Regional Am. Lit.	English	Modify Course
ENG 426	Genres, Topics, & Authors	English	Modify Course
ENG 438	Forensic Linguistics	English	Modify Course
ENG 444	Teaching English in Secondary Sc	English	Modify Course
ENG 448	Women Writers	English	Modify Course
ENG 460	Literary Publishing Internship	English	Modify Course
ENG 472	Advanced Topics in African-Am. L	English	Modify Course
ENG 473	Advanced Technical Writing	English	Modify Course
ENG 474	Technical & Professional Writing Internship	English	Modify Course
ENG 490	Senior Seminar	English	Modify Course
GEO 450	Area Studies	Social & Cultural Analysis	Modify Course
LAT 132	Elementary Latin II	Languages, Cultures & Communication	Modify Course
LAT 231	Intermediate Latin I	Languages, Cultures & Communication	Modify Course
LAT 232	Intermediate Latin II	Languages, Cultures & Communication	Modify Course
PHI 153	Introduction to Philosophy	Social & Cultural Analysis	Modify Course
PHI 163	Introduction to Logic	Social & Cultural Analysis	Modify Course
PHI 223	Introduction to Ethics	Social & Cultural Analysis	Modify Course
PHI 480	Philosophy in Media	Social & Cultural Analysis	Modify Course
PHI 490	Advanced Studies in Philosophy	Social & Cultural Analysis	Modify Course
PSC 412	Public Opinion & Survey Design	Psychology	Modify Course
PSY 200	Scientific Literacy	Psychology	Modify Course
PSY 330	Psychological Statistics	Psychology	Modify Course
PSY 341	Research Design	Psychology	Modify Course
SPA 330	History of Hispanic American Culture I	Languages, Cultures & Communication	Modify Course
SPA 340	History of Spanish Culture I	Languages, Cultures & Communication	Modify Course
	Communications SEDT	Languages, Cultures & Communication	Modify Program
	Communications OCC	Languages, Cultures & Communication	Modify Program
	Communications MSC	Languages, Cultures & Communication	Modify Program

	Communications INCM	Languages, Cultures & Communication	Modify Program
	Communications PCC	Languages, Cultures & Communication	Modify Program
	English BA	English	Modify Program
	English Linguistics Program	English	Modify Program
	Technical Writing Program	English	Modify Program
	History Program	History	Modify Program
	Philosophy Program	Social & Cultural Analysis	Modify Program
	Spanish Program	Languages, Cultures & Communication	Modify Program
ACC BBA Program	Accounting BBA	Accounting	Modify Program
	5 year Accountancy Program	Accounting	Modify Program
ACC 343	Income Tax	Accounting	Modify Course
	General Business Minor	Business Com & Legal Studies	Modify Program
	General Business BBA	Business Com & Legal Studies	Modify Program
	Computer Info. Systems Program	Business Com & Legal Studies	Modify Program
CSC 340	Application Software for Microcomputers	Computer Science	Modify Course
	BUS ECO BBA Program	Economics & Finance	Modify Program
	FIN BBA Program	Economics & Finance	Modify Program
ECO 353	Price Theory	Economics & Finance	Modify Course
ECO 351	Income and Employment	Economics & Finance	Modify Course
FIN 433	International Finance	Economics & Finance	Modify Course
	International Business BBA Program	Economics & Finance	Modify Program
	Management BBA Program	Mngmt, Marketing & Intn'l Studies	Modify Program
	Marketing BBA Program	Mngmt, Marketing & Intn'l Studies	Modify Program
	MMIB Program	Mngmt, Marketing & Intn'l Studies	Modify Program
MGT 377	Organizational Behavior	Mngmt, Marketing & Intn'l Studies	Modify Course
MGT 379	Employee and Labor Relations	Mngmt, Marketing & Intn'l Studies	Modify Course
MGT 422	International Management	Mngmt, Marketing & Intn'l Studies	Modify Course
MGT 461	Supervisory Management	Mngmt, Marketing & Intn'l Studies	Modify Course
MKT 358	Sports Marketing	Mngmt, Marketing & Intn'l Studies	Modify Course

MKT 360	Marketing of Services	Mngmt, Marketing & Intn'l Studies	Modify Course
MKT 362	Sports Promotion	Mngmt, Marketing & Intn'l Studies	Modify Course
MKT 425	Systems & Internet Marketing	Mngmt, Marketing & Intn'l Studies	Modify Course
PHY 315	A, B. Selected Topics	Physics	Modify Course
NUR 305	Introduction to Nursing	Nursing	Modify Course
NUR 330	Nsg Care of Complex Health Needs	Nursing	Modify Course
NUR 332	Nsg Care Promotion Mental Well	Nursing	Modify Course
NUR 331	Nursing Care Women & Children I	Nursing	Modify Course
NUR 434	Professional Transition I	Nursing	Modify Course
NUR 436	RN-BSN Pharmacology	Nursing	Modify Course
NUR 437L	RN-BSN Health Assessment	Nursing	Modify Course
NUR 437	RN-BSN Health Assessment	Nursing	Modify Course
NUR 438	RN-BSN Pathophysiology	Nursing	Modify Course
NUR 441	RN-BSN Leadership	Nursing	Modify Course
NUR 441L	RN-BSN Leadership	Nursing	Modify Course
CHE 133	General Chemistry I	Chemistry	Modify Course
	Geology Program	Geology	Modify Program
GOL 242	Petrology	Geology	Modify Course
GOL 242L	Petrology Lab	Geology	Modify Course
GOL 338	Structural Geology	Geology	Modify Course
GOL 338L	Structural Geology Lab	Geology	Modify Course
GOL 361	Invertebrate Paleontology	Geology	Modify Course
GOL 361L	Invertebrate Paleontology Lab	Geology	Modify Course
GOL 406	Earth Science Activities	Geology	Modify Course
GOL 406L	Earth Science Activities Lab	Geology	Modify Course
GOL 408	Stratigraphy and Sedimentation	Geology	Modify Course
GOL 408L	Stratigraphy and Sedimentation Lab	Geology	Modify Course
GOL 410	Engineering Geology	Geology	Modify Course
GOL 420	Geochemistry	Geology	Modify Course
GOL 435	Introduction to Geophysics	Geology	Modify Course
GOL 443	Optical Mineralogy	Geology	Modify Course
GOL 443L	Optical Mineralogy Lab	Geology	Modify Course
GOL 449	Groundwater	Geology	Modify Course
GOL 449L	Groundwater Lab	Geology	Modify Course
GOL 471	Special Topics in Geology	Geology	Modify Course
	Chemistry & Bio-Chemistry	Chemistry	Modify Program
	Music Program	Music	Modify Program
MTC 107	Applied Compositon	Music	Modify Course
MTC 117	Applied Compositon	Music	Modify Course
MUT 499	Sound Recording Internship	Music	Modify Course
MUT 312	Live Audio Engineering	Music	Modify Course

DAN 254	World Dance	Kinesiology & Health Sciences	Modify Course
KIN 234	Innovative Games and Sports	Kinesiology & Health Sciences	Modify Course
	Elementary Education Program	Elementary Education	Modify Program
ECH 328	Foundations of ECH	Elementary Education	Modify Course
ECH 328L	Foundations of ECH Lab	Elementary Education	Modify Course
ECH 331	Child-Centered Environments	Elementary Education	Modify Course
ECH 331L	Child-Centered Environments Lab	Elementary Education	Modify Course
ECH 332	ECH Theory and Practice	Elementary Education	Modify Course
ECH 432	Advocacy in Early Childhood	Elementary Education	Modify Course
ELE 301	Teaching in Science in EC-6	Elementary Education	Modify Course
ELE 302	Teaching Social Studies in EC-6	Elementary Education	Modify Course
ELE 303	Teaching in Mathematics in EC-6	Elementary Education	Modify Course
ELE 352	Social/Environment Foundations	Elementary Education	Modify Course
ELE 442	Prof. Responsibilities Seminar	Elementary Education	Modify Course
ELE 450	EC-6 Practicum II	Elementary Education	Modify Course
	Elementary Education Program	Elementary Education	Modify Program
	Human Sciences Program	Human Sciences	Modify Program
HMS 312	Residential Design	Human Sciences	Modify Course
MLG 401	The Middle-Level Learning Community	Secondary Education	Modify Course
MLG 401L	The Middle-Level Learning Community Lab	Secondary Education	Modify Course
MLG 402	Learner-Centered Middle Schools	Secondary Education	Modify Course
MLG 403	Intergrating Middle-Grades Learning	Secondary Education	Modify Course
MLG 403L	Intergrating Middle-Grades Learning Lab	Secondary Education	Modify Course
MLG 422	Science in the Middle Grades	Secondary Education	Modify Course
MLG 423	Social Studies in the Middle Grades	Secondary Education	Modify Course
MLG 424	Mathematics in the Middle Grades	Secondary Education	Modify Course
RDG 318	Survey of Reading	Secondary Education	Modify Course
RDG 320	Language and Literacy I	Secondary Education	Modify Course
RDG 322	Language and Literacy II	Secondary Education	Modify Course
RDG 350	EC-6 Practicum I	Secondary Education	Modify Course
RDG 390	Content Area Reading and Writing	Secondary Education	Modify Course
RDG 415	Language and Literacy III	Secondary Education	Modify Course
RDG 416	Reading as a Language Process	Secondary Education	Modify Course
SPE 329	Survey of Exceptionalities	Human Services	Modify Course
SPE 434	Functional Living Skills	Human Services	Modify Course
SPE 438	Instruction for Pers w/ Disabl	Human Services	Modify Course
SPE 460	Children with Behavior	Human Services	Modify Course

SPE 465	Ed. Programming Stu with Autism	Human Services	Modify Course
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Undergraduate Course Proposals, 2013-2014 - Deletions			
COURSE NUMBER	COURSE/PROGRAM TITLE	DEPARTMENT	ACTION
COM 380	Public Relations	Languages, Cultures & Com	Delete Course
ENG 240	Classical Roots of English Vocab	English	Delete Course
ENG 276	Survey of African-American Lit	English	Delete Course
ENG 300	Mythology	English	Delete Course
ENG 324	Film Movements and Themes	English	Delete Course
ENG 349	Gender and Literature	English	Delete Course
ENG 370	Ethnic Studies	English	Delete Course
ENG 372	Latin American Literature	English	Delete Course
ENG 376	The Harlem Renaissance	English	Delete Course
ENG 377	African-American Lit of Civil Rights Er	English	Delete Course
ENG 378	African-American Cinema	English	Delete Course
HIS 321	World History	History	Delete Course
PHI 243	Contemporary Moral Issues	Social & Cultural Analysis	Delete Course
PHI 320	Philosophy of Love and Sex	Social & Cultural Analysis	Delete Course
PHI 410	Philosophy of Science	Social & Cultural Analysis	Delete Course
PSY 351	Sensation & Perception	Psychology	Delete Course
SPA 241	Spanish for Heritage Speakers I	Languages, Cultures & Com	Delete Course
SPA 331	History of Hispanic American Culture II	Languages, Cultures & Com	Delete Course
SPA 341	History of Spanish Culture II	Languages, Cultures & Com	Delete Course
	MCM Jour SEDT	Mass Communication	Delete Program
MTH 144	Elements of Calculus with Applications	Mathematics & Statistics	Delete Course
ACC 462	LG Prin Rel Accounting	Accounting	Delete Course
ACC 473	Mgt Use of Accounting	Accounting	Delete Course
BLW 330	Personal Law	Business Com & Legal Studies	Delete Course
GBU 225	Business Environment	Business Com & Legal Studies	Delete Program
CSC 441	Principles of Systems Programming	Computer Science	Delete Course
CSC 343	Computer Architecture	Computer Science	Delete Course
FIN 358	International Financial Markets	Economics & Finance	Delete Course
MGT 466	Entrepreneurial Family Firms	Mgmt, Marketing and Intn'l Bus	Delete Course
MGT 477	Current Business Topics	Mgmt, Marketing and Intn'l Bus	Delete Course
CHE 125	Introductory Physical Science	Chemistry	Delete Course
THR 151	Rehearsal and Performance I	Theatre	Delete Course
THR 351	Rehearsal and Performance II	Theatre	Delete Course
DAN 256	Dance Performance	Kinesiology & Health Sciences	Delete Course
ECH 332L	Cognitive/Language Development Lab	Elementary Education	Delete Course
ECH 432L	Advocacy in Early Childhood Lab	Elementary Education	Delete Course
ELE 301L	Teaching in Science in EC-6 Lab	Elementary Education	Delete Course
ELE 303L	Teaching in Mathematics in EC-6 Lab	Elementary Education	Delete Course
ELE 352L	Social/Environment Foundations Lab	Elementary Education	Delete Course
ELE302L	Teaching Social Studies Lab	Elementary Education	Delete Course
MLG 422L	Science in the Middle Grades Lab	Secondary Education	Delete Course
MLG 423L	Social Studies in the Middle Grades Lab	Secondary Education	Delete Course

MLG 424L	Mathematics in the Middle Grades Lab	Secondary Education	Delete Course
RDG 322L	Language and Literacy II Lab	Secondary Education	Delete Course
RDG 415L	Language and Literacy III Lab	Secondary Education	Delete Course
RDG 416L	Reading as a Language Process Lab	Secondary Education	Delete Course

Graduate Course and Program Change Proposals 2013

COURSE	COURSE TITLE	DEPARTMENT	CHANGE/MODIFICATION
College of Liberal and Applied Arts			
	MA Languages, Cultures & Comm.	Communications	Modify Program
COM 500	Introduction to Graduate Studies	Communications	Modify Course
COM 501	Management Problems in Media	Communications	Delete Course
COM 509	Broadcast Sales	Communications	Delete Course
COM 512	Mass Media in Society	Communications	Modify Course
COM 520	Gender Studies and Communication	Communications	New Course
COM 542	Radio-Television Programming	Communications	Delete Course
COM 589	Thesis Research	Communications	Delete Course
COM 590	Thesis Writing	Communications	Modify Course
	MA English	English	Modify Program
ENG 502	Bibliography & Research Methods	English	New Course
ENG 564	Teaching Creative Writing	English	New Course
ENG 582	Bibliography & Research Method	English	Delete Course
ENG 589	Thesis Research	English	Modify Course
ENG 590	Thesis Writing	English	Modify Course
ENG 595	Independent Study	English	Modify Course
	MA in Mass Communications	Mass Communications	New Program
MCM 500	Media & Society	Mass Communications	New Course
MCM 505	Media Theory	Mass Communications	New Course
MCM 510	Media Research Methods	Mass Communications	New Course
MCM 515	Media Law & Ethics	Mass Communications	New Course
MCM 520	Media History	Mass Communications	New Course
MCM 525	Media Sales	Mass Communications	New Course
MCM 530	Management Problems in Media	Mass Communications	New Course
MCM 535	Media and Politics	Mass Communications	New Course
MCM 540	International Media	Mass Communications	New Course
MCM 550	Seminar in Advertising	Mass Communications	New Course
MCM 555	Seminar in Public Relations	Mass Communications	New Course
MCM 560	Seminar in Journalism	Mass Communications	New Course
MCM 565	Seminar in Broadcasting	Mass Communications	New Course
MCM 575	Topics in Mass Communication	Mass Communications	New Course
MCM 585	Independent Study in Mass Communications	Mass Communications	New Course
MCM 590	Thesis	Mass Communications	New Course
MCM 595	Media Project	Mass Communications	New Course

	MA Psychology	Psychology	Modify Program
PSY 501	Design & Analysis	Psychology	Modify Course
PSY 507	Design & Analysis II	Psychology	Modify Course
PSY 517	Ethics & Research in Psychology	Psychology	Modify Course
PSY 523	Advanced General Psychology	Psychology	Modify Course
PSY 525	Teaching Seminar	Psychology	Modify Course
PSY 585	Graduate Research Seminar	Psychology	Modify Course
College of Forestry & Agriculture			
FOR 549	Range and Wildlife Ecology & Management	Forestry	New Course
College of Business			
	MBA	Accounting	Modify Program
ACC 501	Financial Accounting	Accounting	Delete Course
ACC 521	International Accounting	Accounting	Modify Course
ACC 537	Seminar in Auditing	Accounting	Delete Course
ACC 557	Seminar in Internal Auditing	Accounting	Delete Course
ECO 502	Quantitative Analysis	Economics & Finance	Delete Course
ECO 515	Introduction to Economics	Economics & Finance	Delete Course
ECO 520	Managerial Economics	Economics & Finance	Modify Course
FIN 504	Financial Management	Economics & Finance	Delete Course
FIN 510	International Finance	Economics & Finance	Modify Course
FIN 514	Advanced Financial Management	Economics & Finance	Modify Course
FIN 554	Investment Analysis Portfolio Management	Economics & Finance	Modify Course
MGT 512	Foundations in Management	Management, Marketing & International Business	Delete Course
MGT 577	Organizational Behavior and Theo	Management, Marketing & International Business	Modify Course
MGT 580	Quantitative Management Application	Management, Marketing & International Business	Modify Course
MGT 581	Information Systems in Organization	Management, Marketing & International Business	Modify Course
MKT 508	Marketing Theories & Practices	Management, Marketing & International Business	Delete Course
MKT 510	Strategic Marketing of Services	Management, Marketing & International Business	Modify Course
MKT 513	Marketing Management	Management, Marketing & International Business	Modify Course
MKT 525	Seminar in E-Commerce	Management, Marketing & International Business	Modify Course
MKT 552	Seminar in International Marketing	Management, Marketing & International Business	Modify Course

College of Sciences & Mathematics			
BIO 571	Special Topics in Biology	Biology	Modify Course
	MS School Mathematics Teaching	Mathematics & Statistics	Modify Program
MTE 548	Quantitative Reasoning	Mathematics & Statistics	New Course
MTE 555	An Overview of Trigonometry	Mathematics & Statistics	New Course
MTE 550	Seminar in Geometry	Mathematics & Statistics	Modify Course
MTE 552	Patterns and Reasoning	Mathematics & Statistics	Modify Course
MTE 554	Seminar in Algebra	Mathematics & Statistics	Modify Course
MTE 558	Numerical Techniques of Mathematics	Mathematics & Statistics	Modify Course
MTE 560	Concepts of Geometry with Historical Perspectives	Mathematics & Statistics	Modify Course
MTE 562	Probability and Statistical Reasoning	Mathematics & Statistics	Modify Course
MTE 565	Pre-calculus Mathematics	Mathematics & Statistics	Modify Course
MTE 566	Differential Calculus	Mathematics & Statistics	Modify Course
MTE 568	Topics in Advanced Calculus	Mathematics & Statistics	Modify Course
MTE 570	Logic and Proof	Mathematics & Statistics	Modify Course
MTE 572	College Geometry Past and Present	Mathematics & Statistics	Modify Course
MTE 580	Statistical Reasoning	Mathematics & Statistics	Modify Course
MTE 584	Modern Algebra and Number Theory	Mathematics & Statistics	Modify Course
GOL 503	Groundwater Modeling	Geology	Delete Course
GOL 504	Groundwater Monitoring Design	Geology	Delete Course
GOL 564	ADV. Geospatial Science Topic	Geology	Delete Course
GOL 507L	Sedimentology Lab	Geology	New Course
GOL 510	Thesis Research Methods	Geology	New Course
GOL 519	Advanced Petroleum Geology	Geology	New Course
GOL 525L	X-Ray Crystallography Lab	Geology	New Course
GOL 535L	Non-Seismic Methods Lab	Geology	New Course
GOL 536L	Seismic Methods	Geology	New Course
GOL 508	Depositional Systems	Geology	Modify Course
GOL 515	Sedimentary Petrography	Geology	Modify Course
GOL 515L	Sedimentary Petrography Lab	Geology	Modify Course
GOL 525	X-Ray Crystallography	Geology	Modify Course
GOL 535	Non-Seismic Methods	Geology	Modify Course
GOL 536	Seismic Methods	Geology	Modify Course
GOL 551	Hydrogeology Field Techniques	Geology	Modify Course
GOL 551L	Hydrogeology Field Tech. Lab	Geology	Modify Course
GOL 590	Thesis Writing	Geology	Modify Course

College of Education			
	School Psychology	Human Services	Modify Program
	Human Services/Student Affairs and Higher Education Program	Human Services	Modify Program
COU 519	Introduction to Student Affairs	Human Services	New Course
COU 522	Family Counseling	Human Services	Modify Course
COU 536	Diversity Issues in SA	Human Services	New Course
COU 537	Organization and Group Dynamics	Human Services	New Course
COU 543	The Contemporary College Student	Human Services	Modify Course
COU 544	Research and Program Evaluation	Human Services	Modify Course
COU 546	Ethical and Legal Issues	Human Services	Modify Course
COU 551	Finance Issues in SA	Human Services	Modify Course
COU 596	Practicum in Student Affairs	Human Services	Modify Course
	Visual Impairment and Orientation and Mobility	Human Services	Modify Program
	Orientation and Mobility (Certification only)	Human Services	Modify Program
SPE 500	Clinical Practicum in O&M	Human Services	Modify Course
SPE 570	Special Studies in Special Education	Human Services	Modify Course
	ECH Masters	Elementary Education	Modify Program
ECH 500	Infant Toddler Curriculum	Elementary Education	Modify Course
ECH 501	Child Development Birth-8	Elementary Education	New Course
ECH 502	ECH Play/Learning Environments	Elementary Education	New Course
ECH 503	Curriculum in Early Childhood	Elementary Education	New Course
ECH 504	Language and Literacy in ECH	Elementary Education	New Course
ECH 505	Assessment in Early Childhood	Elementary Education	New Course
ECH 506	ECH Classroom Management/Interaction	Elementary Education	New Course
ECH 507	Math & Science in ECH	Elementary Education	New Course
ECH 508	ECH Creativity & Social Learning	Elementary Education	New Course
ECH 509	Leaders & Advocates in ECH	Elementary Education	New Course
ECH 510	Introduction in ECH Research	Elementary Education	New Course
ECH 511	Advanced Research in ECH	Elementary Education	New Course
ECH 525	Instruction and Assessment	Elementary Education	Delete Course
ECH 528	Intellectual Development of the Young Child	Elementary Education	Delete Course
ECH 531	Learning Center Activities	Elementary Education	Delete Course
ECH 532	Psycho-Social Processes of Children	Elementary Education	Delete Course
ECH 535	Family, School, Community Relationships	Elementary Education	Delete Course
	Standard Elementary Education M.Ed.	Elementary Education	Modify Program
ELE 554	Student Teaching in Elementary	Elementary Education	New Course

	ECH and ELE Masters Degree	Elementary Education	Modify Program
	AED Masters	Secondary Education	Modify Program
AED 517	Supervision of Inst.	Secondary Education	Modify Course

**AGREEMENT BETWEEN
STEPHEN F. AUSTIN STATE UNIVERSITY
NELSON RUSCHE COLLEGE OF BUSINESS
AND
NELSON RUSCHE COLLEGE OF BUSINESS
EXECUTIVE ADVISORY BOARD**

This agreement is made and entered into as of April 23, 2013 between Stephen F. Austin State University for the benefit of its Nelson Rusche College of Business, hereinafter referred to as the College, and the Nelson Rusche College of Business Executive Advisory Board, hereinafter referred to as the EAB.

Whereas, the College is part of the university as a whole and the university Board of Regents formally adopts this agreement in accordance with its policies and state law;

Whereas, the EAB, an independent association which exists solely for the support of the university and its College, adopts this Agreement with its Bylaws;

Whereas, the EAB was created to provide guidance, support, and raise funds in furtherance of the College Dean's excellence goals and not to compete or overlap with the mission and purpose of other College related and university recognized support organizations; and

Whereas, the College and the EAB provide and make available certain services and benefits to each other and work together to promote the activities and opportunities for the College, university and East Texas;

Now, therefore, in consideration of the covenants, promises, terms and provisions herein contained, the parties mutually agree to the following:

**GENERAL PROVISIONS
ARTICLE 1**

1. To the extent allowed by state law, this agreement shall remain in full force and effect until terminated by either party or suspended by a subsequent agreement. While every effort will be made to provide 60 days written notice for termination of this agreement by either party, Stephen F. Austin State University in accordance with its policy and state law may terminate this agreement at anytime.
2. This agreement is solely between the parties and cannot be assigned to another party without written approval from the non-assigning party.
3. This agreement is entered into in Nacogdoches County and proper venue shall be in Nacogdoches County, Texas.
4. This agreement is subject to and shall be construed under the laws of the State of Texas including Chapter 2255 of the Texas Government Code. The invalidity or illegality of any provision in this agreement shall not affect other terms or conditions of the agreement.
5. This agreement contains the entire agreement of the parties and no change or modification of this agreement is binding unless in writing and signed by the parties.

ARTICLE II

EAB agrees to provide the following services:

1. Serve as a conduit between the College and the College community; offer advice and support for the initiatives of the College;
2. Support and execute fund-raising activities for the benefit of the College, within any guidelines or limitations imposed by the university, College, and state or federal law, if any; and
3. Seek to perform those functions that the College cannot provide itself.

ARTICLE III

The College will provide the following:

1. To the extent available and allowable, reasonable space such as meeting rooms and opportunities to host approved events in the College for the EAB to carry out its obligations;
2. To the extent available and allowable, College staff may assist in formulating EAB communication materials, using staff time, computers, copy machines and telephones, but only to the extent that the content and costs are approved by the College Dean. Extraordinary use of university and College staff time, equipment and materials will not be permitted;
3. Work with the university's Office of Development to generate receipts, maintain donor gift histories, and provide the EAB with annual gift reports;
4. The College hereby expressly recognizes that the president, vice-presidents, advancement officers, deans, faculty members, and staff members may reasonably assist from time to time in the development programs or may be needed or helpful in coordinating those EAB activities with the operations of the College. No monetary or pecuniary enrichment will be made to any officer or employee of the university by EAB or its donors. Conduct of employees is governed by the university and when conflicts arise, university policies shall govern the conduct of its employees. The College Dean shall serve in an ex-officio capacity on the EAB Board;
5. Assistance in research and investigation of individuals, foundations, businesses and corporations best qualified as prospective donors; and
6. Assistance in the coordination of follow-up activities after each solicitation and fundraising event.

ARTICLE IV

The Executive Committee members of the EAB assure the College that the activities of the EAB will always be in support of the objectives, goals and priorities of the College, as communicated to it by the Dean of the College. EAB will only raise funds in the name of the university. The College will provide a complete financial report to the EAB on the allocation and use of resources made available through the EAB.

ARTICLE V

Because the EAB will only raise money in the name of the university, the moneys will be deposited in university accounts, invested through the university investment program, and governed in accordance with university policy, or as authorized by the university may be deposited in the SFASU Foundation, invested through the SFASU Foundation investment program and governed in accordance with SFASU Foundation and university policy.

ARTICLE VI

Disbursement from EAB accounts will be supervised by the Dean of the College and will be made only for expenditures consistent with the explicit purposes for which the accounts were established and the restrictions of the donors. Full documentation will be required for each disbursement. The university/College reserves the right to accept or deny any gift or donation within its sole discretion.

ARTICLE VII

The allocation and budgeting of unrestricted funds is to be determined by the Dean of the College. Resources raised by other support organizations and for which the College may serve as a trustee of funds shall be allocated by the restrictions of the donor and by the support organization. Restricted gifts shall be allocated by the restrictions of the donor and by the Dean of the College.

The allocation, expenditure, and transfer of all resources raised by the EAB will be reported to the Executive Committee members of the EAB regularly by the Dean of the College. The Dean of the College will assure that all expenditures, irrespective of the allocation process, are consistent with state law and the charter of the EAB. When in conflict, State law shall always supersede.

Agreed to this the 23 day of April, 2013.

EXECUTIVE ADVISORY BOARD

By: Steve Gagren
Chair of the EAB

STEPHEN F. AUSTIN STATE UNIVERSITY

By: Gerald M. Frankel
Interim Dean, College of Business

By: Richard J. Perry
Provost

By: _____
President

COURSE & LAB FEE REQUESTS 2013						
College of Education						
Department	Course #	Course Name	Course/Lab	Comments	Present	Proposed
Human Services	HMS 119	Introduction to Fashion Merchandising	Course Fee		\$0.00	\$140.00
Human Services	HMS 300	Professional Leadership in Human Sciences	Course Fee		\$18.00	\$0.00
Human Services	HMS 413	Interior Design Portfolio Development	Course Fee	New Course	\$0.00	\$120.00
Human Services	HMS 425	Advanced ID Graphic Computer Visualization	Course Fee	New Course	\$0.00	\$150.00
Human Services	SPE 438	Academic Instruction for Persons w/ Disabilities	Course Fee	All Sections	\$0.00	\$25.00
Human Services	SPE 461	Practicum in Special Education	Course Fee	Apply to all Sections	\$0.00	\$25.00
Human Services	SPE 564	Early Childhood Special Education	Course Fee	Apply to all Sections	\$0.00	\$30.00
College of Business						
Department	Course #	Course Name			Present	Proposed
MMIB	MKT 362	Sports Promotion	Course Fee		\$0.00	\$50.00
MMIB	MKT 358	Sports Marketing	Course Fee		\$45.00	\$50.00
College of Forestry						
Department	Course #	Course Name			Present	Proposed
Agriculture	AGN 110	Crop Science	Course Fee		\$10.00	\$40.00
Agriculture	HRT 322	Floriculture	Course Fee		\$100.00	\$150.00
College of Science & Math						
Department	Course #	Course Name			Present	Proposed
Nursing	NUR 438	RN-BSN Pathophysiology	Course Fee	Web-Based	\$0.00	\$26.00
Nursing	NUR 441	RN-BSN Leadership	Course Fee	Web-Based	\$0.00	\$71.00
Nursing	NUR 437	RN-BSN Health Assessment	Course Fee	Web-Based	\$0.00	\$26.00
Nursing	NUR 440	RN-BSN Care of Community Populations	Course Fee	Web-Based	\$0.00	\$26.00
Nursing	NUR 436	RN-BSN Pharmacology	Course Fee	Web-Based	\$0.00	\$26.00
Nursing	NUR 433	Nursing Capstone Course	Course Fee		\$115.00	\$125.00
Nursing	NUR 434	Professional Transition I	Course Fee		\$0.00	\$50.00
Chemistry	454L	Biochemical Techniques	Lab Fee		\$20.00	\$30.00
Chemistry	101L	Conceptual Chemistry	Lab Fee	New Course	\$0.00	\$30.00
Physics	PHY 410	Experimental Techniques in Physics	Course Fee	New Course	\$0.00	\$10.00
College of Fine Arts						
Department	Course #	Course Name			Present	Proposed
Music	MUT 305	Advanced Microphone Techniques	Course Fee		\$0.00	\$90.00
Music	MUT 205	Microphone Techniques	Course Fee		\$0.00	\$90.00
Art	ART 210	Introduction to Painting	Course Fee		\$63.00	\$70.00
Art	ART 410	Advanced Painting	Course Fee		\$63.00	\$70.00
Art	ART 510	Graduate Painting	Course Fee		\$63.00	\$70.00
Theatre	THR 163	Film and Culture	Course Fee		\$0.00	\$8.00

Stephen F. Austin State University
Room and Board Rates for 2013-2014

Residence Hall Rates	Fall or Spring Rate	Summer 1 or 2 Rate			
Hall 5	\$1,986				
Hall 7	\$1,783				
Hall 9 and 12	\$2,006				
Hall 17	\$2,252				
Hall 20	\$2,368				
Hall 10,11,15,18	\$1,765				
Hall 14 and 16	\$1,831				
Lumberjack Landing	\$2,979				
Lumberjack Lodge 4 br	\$3,409				
Lumberjack Lodge 2 br	\$3,619				
Lumberjack Village (Buildings 1 & 2) 2br	\$3,619				
Lumberjack Village (Buildings 1 & 2) 1 br	\$4,457				
Lumberjack Village (Building 3) 2br	\$4,059				
Lumberjack Village (Building 3) 1 br	\$4,837				
University Woods 1 br	\$3,353				
University Woods 2 br	\$2,756				
Summer Hall - To be determined		\$588			
Meal plans (rates include 8.25% sales tax)					
Campus Resident	7/14 w/\$125 \$1,566	7/20 w/\$50 \$1,566	210 Block w/\$75 \$1,566		
Commuter	5/5 w/\$50 \$616	50 Block w/\$50 \$393	25 Block w/\$100 \$281		
Summer Resident	7/14 w/\$75 \$582	7/20 w/\$50 \$723			
Summer Commuter	50 Block w/\$50 \$393	25 Block w/\$100 \$281			
Combined Room and Board					
		Fall and Spring Semester		Summer 1 or 2 Semester	
Residence Hall	w/7 Day 14 Meals	w/7 Day 20 Meals	w/210 Block	w/7 Day 14 Meals	w/7 Day 20 Meals
5 Wisely Hall	\$3,552	\$3,552	\$3,552		
7 Todd Hall	\$3,349	\$3,349	\$3,349		
9 North Hall	\$3,572	\$3,572	\$3,572		
10 Hall 10	\$3,331	\$3,331	\$3,331		
11 Mays Hall	\$3,331	\$3,331	\$3,331		
12 South Hall	\$3,572	\$3,572	\$3,572		
14 Hall 14	\$3,397	\$3,397	\$3,397		
15 Griffith Hall	\$3,331	\$3,331	\$3,331		
16 Hall 16	\$3,397	\$3,397	\$3,397		
17 Steen Hall	\$3,818	\$3,818	\$3,818		
18 Kerr Hall	\$3,331	\$3,331	\$3,331		
20 Hall 20	\$3,934	\$3,934	\$3,934		
Lumberjack Landing	\$4,545	\$4,545	\$4,545		
Lodge 4br	\$4,975	\$4,975	\$4,975		
Lodge 2br	\$5,185	\$5,185	\$5,185		
Village (1 & 2) 2br	\$5,185	\$5,185	\$5,185		
Village (1 & 2) 1br	\$6,023	\$6,023	\$6,023		
Summer Hall				\$1,170	\$1,311

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

**OPERATIONAL AGREEMENT
AMENDMENT No. 1**

This Amendment No. 1 to the Operational Agreement is made and entered into as of April 23, 2013 by and between Stephen F. Austin State University and Academic Partnerships, LLP.

WHEREAS, Stephen F. Austin State University (“SFA”) and Academic Partnerships, LLP (“AP”) entered in to an Operational Agreement on May 13, 2011 for certain marketing and distribution services and have added programs under that Agreement through several Program Identification Addendums;

WHEREAS, as a result of online program development, SFA and AP seek to amend the payment terms of the Operational Agreement and Program Identification Addendum No. 1 and No. 2;

NOW, THEREFORE, it is hereby agreed as follows:

Operational Agreement, Section VIII, Payment and Taxes, in relevant part reads as follows:

“Unless otherwise provided in a properly executed Program Identification Addendum, in consideration for the mutual obligations and terms of this Agreement, AP shall receive seventy percent (70%) of designated, statutory, and graduate tuition, as applicable, (“Tuition”).”

This provision is hereby amended to read as follows:

“Unless otherwise provided in a properly executed Program Identification Addendum, in consideration for the mutual obligations and terms of this Agreement, AP shall receive *fifty percent (50%)* of designated, statutory, and graduate tuition, as applicable, (“Tuition”).”

Program Identification Addendum No. 1, Section 5, Payment, is hereby deleted in its entirety.

Program Identification Addendum No. 2, Section 5, Payment, is hereby deleted in its entirety.

All other terms and recitals in the Operational Agreement and Program Identification Addendums shall remain in full force and effect.

Authorized Official, Academic Partnerships, LLC

Date: _____

Dr. Baker Pattillo, Stephen F. Austin State University

Date: _____

**RESOLUTION
AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF
BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE
UNIVERSITY REVENUE FINANCING SYSTEM REVENUE
REFUNDING BONDS; AND APPROVING AND
AUTHORIZING INSTRUMENTS AND PROCEDURES
RELATING THERETO**

ADOPTED APRIL 22, 2013

**RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF
BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY REVENUE
FINANCING SYSTEM REVENUE REFUNDING BONDS; AND APPROVING AND
AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO**

WHEREAS, in order to reduce costs, increase borrowing capacity, provide additional security to the credit markets, and provide the Board of Regents (the "Board") of Stephen F. Austin State University (the "University") with greater financial flexibility, the Board deemed it necessary and desirable to establish a revenue financing program for revenue supported indebtedness to provide funds to acquire, purchase, construct, improve, renovate, enlarge or equip property, buildings, structures, facilities, roads, or related infrastructure at the University, as well as any institution, branch or entity hereafter placed under the control and governance of the Board, to the extent permitted by Chapter 55, Texas Education Code, including specifically, but not by way of limitation, Section 55.02 thereof; and

WHEREAS, pursuant to the terms of resolutions adopted by the Board (the "Prior Resolutions"), the Board has outstanding certain Previously Issued Parity Obligations (as defined herein) that are secured by a lien on and pledge of the "Pledged Revenues" (as defined herein), which lien and pledge is subject to the lien on and pledge of the "Prior Encumbered Revenues" (as defined herein); and

WHEREAS, the Prior Resolutions established and confirmed the Stephen F. Austin State University Revenue Financing System for the purpose of providing a financing structure for revenue supported indebtedness at the University; and

WHEREAS, the Prior Resolutions permits the Board, to issue "Parity Obligations" secured by a lien on and pledge of the Pledged Revenues on a parity with the Previously Issued Parity Obligations; and

WHEREAS, the Board has determined that it is in the best interest of the University to authorize the issuance of bonds in one or more series to refinance all or a portion of the Potential Refunded Bonds (as defined herein); and

WHEREAS, the bonds authorized to be issued in one or more series by this Resolution are to be issued and delivered pursuant to laws of the State of Texas, including Chapters 54 and 55 of the Texas Education Code, Chapter 1371, Texas Government Code, as amended, and other applicable laws, including Chapter 1207, Texas Government Code, as amended, insofar as it may be required in connection with the refunding of any of the Potential Refunded Bonds, and constitute as Parity Obligations in accordance with the Prior Resolutions; and

WHEREAS, the Board finds it necessary and advisable to adopt this Resolution, and further acknowledges that by adopting this Resolution it will be bound by and agrees to follow the covenants set forth in this Resolution; and

WHEREAS, the terms used in this Resolution and not otherwise defined shall have the meaning given in Exhibit "A" to this Resolution attached hereto and made a part hereof;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY:

Section 1. REVENUE FINANCING SYSTEM AND ISSUANCE OF PARITY OBLIGATIONS. In the Prior Resolutions, the Stephen F. Austin State University Revenue Financing System (the "Financing System") has been established and confirmed, for the purpose of providing a financing structure for revenue supported indebtedness to provide funds to acquire, purchase, construct, improve, renovate, enlarge or equip property, buildings, structures, facilities, roads or related infrastructure at the University, as well as at any institution, branch or entity hereafter placed under the control and governance of the Board, under authority of the pertinent provisions of the Texas Education Code.

Section 2. SECURITY AND PLEDGE. (a) *Pledge.* Subject to the provisions of the resolutions authorizing Prior Encumbered Obligations, Parity Obligations shall be secured by and payable from a lien on the Pledged Revenues, and the Board hereby assigns and pledges the Pledged Revenues to the payment of the principal of, premium, if any, and interest on Parity Obligations, and the Pledged Revenues are further pledged to the establishment and maintenance of any funds which may be provided to secure the repayment of Parity Obligations in accordance with this Resolution. The Board may execute and deliver one or more Credit Agreements to additionally secure Parity Obligations. Credit Agreements may also be secured by a pledge of Pledged Revenues on a parity with or subordinate to Parity Obligations.

(b) *Additional Participants.* As provided in Section 7 of this Resolution, institutions which may hereafter come under the control and governance of the Board may become Participants in the Financing System and such institutions may, at such time, have outstanding obligations secured by the Prior Encumbered Revenues and that, therefore, the lien on and pledge of the Pledged Revenues established pursuant to this Resolution and effective when such institutions become Participants in the Financing System will be subject and subordinate only to such institutions' outstanding Prior Encumbered Obligations.

(c) *Restriction on Issuance of Additional Debt on a Parity with Prior Encumbered Obligations.* Except as provided in Section 4(g) and for so long as any Parity Obligations are Outstanding, no additional bonds, notes, or other obligations may be issued or incurred by the Board on a parity with any Prior Encumbered Obligations.

(d) *Parity Obligations are Special Obligations.* All Parity Obligations and the premium, if any, and the interest thereon shall constitute special obligations of the Board payable from the

Pledged Revenues, and the owners thereof shall never have the right to demand payment out of funds raised or to be raised by taxation, or from any source other than the source specified in this Resolution. The obligation of the Board to pay or cause to be paid the amounts payable under this Resolution out of the Pledged Revenues shall be absolute, irrevocable, complete, and unconditional, and the amount, manner, and time of payment of such amounts shall not be decreased, abated, rebated, set-off, reduced, abrogated, waived, diminished, or otherwise modified in any manner or to any extent whatsoever, regardless of any right of setoff, recoupment, or counterclaim that the Board might otherwise have against any owner or any other party and regardless of any contingency, *force majeure*, event, or cause whatsoever and notwithstanding any circumstance or occurrence that may arise or take place before, during, or after the issuance of Parity Obligations while any Parity Obligations are Outstanding.

Section 3. COVENANTS RELATING TO PLEDGED REVENUES. (a) ***Rate Covenant.*** In each Fiscal Year, the Board shall establish, charge, and use its reasonable efforts to collect at each Participant the Pledged Revenues which, if collected, would be sufficient to meet all financial obligations of the Board for such Fiscal Year relating to the Financing System including all deposits or payments due on or with respect to (i) the Prior Encumbered Obligations and (ii) all Outstanding Parity Obligations.

(b) ***Tuition.*** Subject to the provisions of the resolutions authorizing Prior Encumbered Obligations and to the other provisions of this Resolution, the Board covenants and agrees to fix, levy, charge and collect at each Participant student tuition charges required or authorized by law to be imposed on students enrolled at each Participant (excepting, with respect to each series or issue of Parity Obligations, any student in a category which, at the time of adoption of a resolution relating to such Parity Obligations, is exempt by law or by the Board from paying such tuition charges). Each student (excluding those exempt from payment as provided above), enrolled at each Participant, respectively, at each regular fall and spring semester and at each term of each summer session, shall pay tuition charges in such amounts, without any limitation whatsoever, as will be sufficient at all times, together with other legally available funds, including other Pledged Revenues, to provide the money to make or pay the principal of, interest on, and other payments or deposits with respect to Outstanding Parity Obligations when and as required. All changes in the tuition charged students at each Participant shall be made by resolution of the Board, but such procedure shall not constitute or be regarded as an amendment of this Resolution, but merely the carrying out of the provisions and requirements hereof.

(c) ***Student Center Fees.*** Subject to the provisions of the resolution authorizing the Series 2004 Bonds, the Board covenants and agrees to fix, levy, charge and collect student center fees required or authorized by law to be imposed on students pursuant to Section 54.520 of the Texas Education Code for the purpose of paying debt service on the Series 2004 Bonds; provided however, that such student center fees shall be used only for the purpose of acquiring, constructing, renovating, operating, maintaining, improving, equipping and financing a university center or additions to the center. All references to Series 2004 Bonds in this subsection shall include any applicable Parity Obligations issued to refund such Series 2004 Bonds.

(d) ***Student Recreational Sport Fees.*** Subject to the provisions of the resolution authorizing the Series 2005A Bonds, the Board covenants and agrees to fix, levy, charge and collect student recreational sport fees required or authorized by law to be imposed on students pursuant to Section 54.5201 of the Texas Education Code for the purpose of paying debt service on the Series 2005A Bonds; provided however, that such student recreational sport fees shall be used only to purchase equipment for and to construct, operate and maintain recreational sports facilities and programs. All references to Series 2005A Bonds in this subsection shall include any applicable Parity Obligations issued to refund such Series 2005A Bonds.

(e) ***Anticipated Deficit.*** If the Board determines, for any reason whatsoever, that there are not anticipated to be legally available funds, including Pledged Revenues, sufficient to meet all financial obligations of the Board relating to the Financing System including the deposits and payments due on or with respect to Outstanding Parity Obligations as the same mature or come due, or that any Participant in the Financing System will be unable to pay its Annual Direct Obligation in full, then the Board shall fix, levy, charge, and collect such rentals, rates, fees, tuition, or other charges at each Participant in the Financing System with enrolled students, effective at the next succeeding regular semester or semesters or summer term or terms, in such amounts, without any limitation whatsoever (other than as provided in subsection (f) below), as will be at least sufficient to provide, together with other legally available funds, including Pledged Revenues, the money for making when due all financial obligations of the Board relating to the Financing System including all payments and deposits due on or with respect to Outstanding Parity Obligations when and as required by this Resolution.

(f) ***Economic Effect of Adjustments.*** Any adjustments in the rate or manner of charging for any rentals, rates, fees, tuition, or other charges included in Pledged Revenues at any Participant in the Financing System resulting from an event described in subsection (e) above will be based upon a certificate and recommendation of the Designated Financial Officer, delivered to the Board, as to the rates and anticipated collection of the Pledged Revenues at each Participant in the Financing System (after taking into account the anticipated effect the proposed adjustments in such rentals, rates, fees, tuition, or other charges would have on enrollment and the receipt of Pledged Revenues and other funds at each Participant in the Financing System) which will be anticipated to result in (i) Pledged Revenues attributable to each Participant being sufficient (to the extent possible) to satisfy the Annual Obligation of such Participant and (ii) Pledged Revenues being sufficient, together with other legally available funds, to meet all financial obligations of the Board relating to the Financing System including all deposits and payments due on or with respect to (A) the Prior Encumbered Obligations and (B) all Outstanding Parity Obligations, when and as required by this Resolution.

(g) ***Annual Obligation.*** If, in the judgment of the Board, any Participant in the Financing System has been or will be unable to satisfy its Annual Obligation, the Board shall fix, levy, charge, and collect rentals, rates, fees, and charges for goods and services furnished by such Participant and, with respect to Participants with enrolled students, tuition, effective at the next succeeding regular semester or semesters or summer term or terms, in amounts sufficient, without limit (subject to the

provisions of (d) above), together with other legally available funds, including other Pledged Revenues attributable thereto, to enable it to make its Annual Obligation payments.

(h) ***Additional Participants.*** The Board hereby agrees to apply the covenants hereinabove made to any institution, branch or entity hereinafter placed under the control and governance of the Board and added as a Participant in the Financing System in accordance with the provisions of Section 7 hereof.

Section 4. GENERAL COVENANTS. The Board further represents, covenants, and agrees that while any Parity Obligations or interest thereon is Outstanding:

(a) ***Payment of Parity Obligations.*** On or before each payment date it shall make available to the Paying Agent for such Parity Obligations or to such other party as required by the resolution authorizing the sale of such Parity Obligations, money sufficient to pay the interest on, principal of, and premium, if any, on the Parity Obligations as will accrue or otherwise come due or mature, or be subject to mandatory redemption prior to maturity, on such date and the fees and expenses related to the Parity Obligations, including the fees and expenses of the Paying Agent and any Registrar, trustee, remarketing agent, tender agent, or Credit Provider.

(b) ***Performance.*** It will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Resolution, and in each and every Parity Obligation or evidence thereof.

(c) ***Redemption.*** It will duly cause to be called for redemption prior to maturity, and will cause to be redeemed prior to maturity, all Parity Obligations which by their terms are mandatorily required to be redeemed prior to maturity, when and as so required.

(d) ***Lawful Title.*** It lawfully owns, has title to, or is lawfully possessed of the lands, buildings, and facilities now constituting the University, and it will defend said title and title to any lands, buildings, and facilities which may hereafter become part of the Financing System, for the benefit of the owners of Parity Obligations against the claims and demands of all persons whomsoever.

(e) ***Lawful Authority.*** It is lawfully qualified to pledge the Pledged Revenues herein pledged in the manner prescribed herein and has lawfully exercised such right.

(f) ***Preservation of Lien.*** Subject to the conditions set forth in Sections 5, 6, and 7 of this Resolution, it will not do or suffer any act or thing whereby the Financing System might or could be impaired, and that it will at all times maintain, preserve, and keep the real and tangible property of the Financing System and every part thereof in good condition, repair, and working order and operate, maintain, preserve, and keep the facilities, buildings, structures, and equipment pertaining thereto in good condition, repair, and working order.

(g) ***No Additional Encumbrance.*** It shall not incur additional Debt secured by the Pledged Revenues in any manner, except as permitted by this Resolution in connection with Parity Obligations, unless said Debt is made junior and subordinate in all respects to the liens, pledges, covenants, and agreements of this Resolution. Notwithstanding anything to the contrary contained herein, and in addition to the right hereunder to refund the Prior Encumbered Obligations with Parity Obligations, the Board reserves the right to issue obligations to refund any Prior Encumbered Obligations and to secure the refunding obligations with the same source or sources securing the Prior Encumbered Obligations being refunded. Upon the defeasance of the refunded Prior Encumbered Obligations, the refunding obligations will be Prior Encumbered Obligations (unless the refunding obligations are made Parity Obligations in accordance with the terms of this Resolution and the resolution authorizing their issuance) under this Resolution for all purposes.

(h) ***Investments and Security.*** It will invest and secure money in all accounts and funds established pursuant to this Resolution in the manner prescribed by law for such funds, including, but not by way of limitation, the Public Funds Investment Act (Chapter 2256, Texas Government Code), Chapter 163, Texas Property Code, and Section 51.0031, Texas Education Code, and in accordance with written policies adopted by the Board.

(i) ***Records.*** It will keep proper books of record and account in which full, true, and correct entries will be made of all dealings, activities, and transactions relating to the University. Each year while Parity Obligations are Outstanding, the Board will cause to be prepared from such books of record and account an annual financial report of the University and shall furnish such report to the principal municipal bond rating agencies and to any owner of Parity Obligations who shall request same. In addition, the Board shall submit such financial report and other information required by law for examination in connection with financial compliance and other audits required to be conducted by the office of the Auditor of the State of Texas.

(j) ***Inspection of Books.*** It will permit any owner or owners of twenty-five percent (25%) or more of the then Outstanding Principal Amount at all reasonable times to inspect all records, accounts, and data of the Board relating to the University and the Financing System.

(k) ***Annual and Direct Obligations.*** In establishing the annual budget for each Participant in the Financing System, it shall provide for the satisfaction by each Participant in the Financing System of its Annual Obligation. The Direct Obligation shall represent the financial responsibility of each Participant in the Financing System with respect to Outstanding Parity Obligations. Each such Participant's Direct Obligation and Annual Obligation shall be evidenced by a financing agreement between the Board and each Participant.

(l) ***Determination of Outstanding Parity Obligations.*** For all purposes of this Resolution, the judgment of the chief financial officer of the University, presently the Vice President for Finance and Administration, shall be deemed final in the determination of which obligations of the Board constitute Parity Obligations; provided, however, such judgment is subject to confirmation by the Auditor of the State of Texas in connection with the annual audit of the records of the University.

(m) **Execution of Credit Agreements.** (i) Should the Board determine that it is in the best interests of the University to obtain a Credit Agreement to enhance the security for or provide for the payment, redemption or remarketing of Parity Obligations, the Board, upon approval of the Attorney General, may from time to time and at any time execute and deliver a Credit Agreement to which the Pledged Revenues are to be pledged. Prior to the Board adopting any resolution authorizing the execution and delivery of any such Credit Agreement, it shall receive from the University an Officer's Certificate to the effect that (i) the Board has determined that the Participant for whom the Credit Agreement is to be executed and delivered possesses the financial capability to satisfy its Direct Obligation after taking into account the payment obligations under the proposed Credit Agreement, and (ii) to the best of his or her knowledge, the Board is in compliance with all covenants contained in this Resolution and any resolution adopted authorizing the issuance of Parity Obligations, and is not in default in the performance and observance of any of the terms, provisions, and conditions hereof or thereof.

(ii) The lien on and pledge of Pledged Revenues to pay the cost of any such credit agreement may be on a parity with, but not superior to, the lien on and pledge of the Pledged Revenues securing the Parity Obligations.

Section 5. ISSUANCE OF ADDITIONAL OBLIGATIONS. (a) **Parity Obligations.** The Board reserves and shall have the right and power to issue or incur, Parity Obligations for any purpose authorized by law pursuant to the provisions of this Resolution and the applicable laws of the State of Texas governing the issuance of bonds for the benefit of each Participant (currently the University) in the Financing System. The Board may incur, assume, guarantee, or otherwise become liable in respect of any Parity Obligations if the Board shall have determined that it will have sufficient funds to meet the financial obligations of each Participant (currently the University) in the Financing System, including sufficient Pledged Revenues to satisfy the Annual Debt Service Requirements of the Financing System and to meet all financial obligations of the Board relating to the Financing System. In addition, the Board shall not issue or incur Parity Obligations unless (i) the Board shall determine that the Participant for whom the Parity Obligations are being issued or incurred possesses the financial capability to satisfy its Direct Obligation after taking into account the then proposed Parity Obligations, and (ii) a Designated Financial Officer shall deliver to the Board a certificate stating that, to the best of his or her knowledge, the Board is in compliance with all covenants contained in this Resolution and any resolution adopted authorizing the issuance of Parity Obligations, and is not in default in the performance and observance of any of the terms, provisions, and conditions hereof or thereof.

(b) **Non-Recourse Debt and Subordinated Debt.** Non-Recourse Debt and Subordinated Debt may be incurred by the Board without limitation, subject to the applicable laws of the State of Texas.

Section 6. DISPOSITION OF ASSETS ATTRIBUTABLE TO FINANCING SYSTEM PARTICIPANTS. The Board may convey, sell, or otherwise dispose of any properties of each Participant (currently the University) in the Financing System provided:

(a) **Ordinary Course.** Such conveyance, sale, or disposition shall be in the ordinary course of business of such Participant which uses, operates, owns, or is otherwise responsible for such properties; or

(b) **Disposition Upon Board Determination.** The Board shall determine that after the conveyance, sale, or other disposition of such properties, the Board shall have sufficient funds during each Fiscal Year during which Parity Obligations are to be Outstanding to meet the financial obligations of each Participant in the Financing System, including sufficient Pledged Revenues to satisfy the Annual Debt Service Requirements of the Financing System and to meet all financial obligations of the Board relating to the Financing System.

Section 7. COMBINATION, DIVISION, RELEASE AND ADMISSION OF NEW INSTITUTIONS UNDER THE FINANCING SYSTEM. (a) **Combination and Division.** Notwithstanding anything to the contrary contained herein, it is recognized that certain institutions which may become Participants in the Financing System may be combined or divided and that so long as such combined or divided institutions continue to be governed by the Board such action shall not be in violation of the provisions of this Resolution or require any amendments of the provisions hereof.

(b) **Release.** Subject to the conditions set forth below, any Participant in the Financing System or portion thereof may be closed and abandoned by law or may be removed from the Financing System (thus deleting the revenues, income, funds and balances attributable to said Participant or portion thereof from Pledged Revenues) without violating the terms of this Resolution provided:

(1) the Board approves and delivers an Officers' Certificate to the effect that, to the knowledge thereof, after the release of such Participant or portion thereof, the Board will have sufficient funds during each Fiscal Year in which Parity Obligations shall thereafter be Outstanding to meet the financial obligations of the Board, including sufficient Pledged Revenues to satisfy the Annual Debt Service Requirements of the Financing System and to meet all financial obligations of the Board relating to the Financing System; and

(2) the Board receives an Opinion of Counsel which shall state that such release will not affect the status for federal income tax purposes of interest on any Outstanding Parity Obligations and that all conditions precedent provided in this Resolution or any resolution hereafter adopted governing the issuance of Parity Obligations relating to such release have been complied with; and

(3) (A) if the Participant or portion thereof to be released from the Financing System is to remain under the governance and control of the Board, the Board must either (i) provide, from lawfully available funds, including Pledged Revenues attributable to said withdrawing Participant, for the payment or discharge of said Participant's Direct Obligation or (ii) pledge to the payment of Parity Obligation, additional resources not then pledged in an amount sufficient to satisfy such withdrawing Participant's Direct Obligation; or

(B) if the Participant or portion thereof to be released from the Financing System is to no longer be under the governance and control of the Board and remains in operation independent of the Board, the Board must enter into a binding obligation with the new governing body of the withdrawing institution or the portion thereof being withdrawn, obligating said governing body to make payments to the Board at the times and in the amounts equal to said Participant's Annual Obligation or to pay or discharge said Participant's Direct Obligation, or, in the case of a portion of a Participant being withdrawn, the proportion of the Participant's Annual Obligation or Direct Obligation, as the case may be, attributable to the withdrawing portion of the Participant.

(c) If, after the date of the adoption of this Resolution, the Board desires for an institution or agency governed by the Board to become a Participant of the Financing System, or if the Board is required by law to assume the governance of an institution or agency, it may include said institution or agency in the Financing System with the effect set forth in this Resolution by the adoption of a resolution amending this Resolution.

Section 8. WAIVER OF CERTAIN COVENANTS. The Board may omit in any particular instance to comply with any covenant or condition set forth in Sections 3 through 7 hereof if before or after the time for such compliance the Owners of the same percentage in principal amount of all Parity Obligations then Outstanding, the consent of which would be required to amend the provisions hereof to permit such noncompliance, shall either waive such compliance in such instance or generally waive compliance with such covenant or condition, but no such waiver shall extend to or affect such covenant or condition except to the extent so expressly waived and, until such waiver shall become effective, the obligations of the Board and the duties of the Board in respect to any such covenant or condition shall remain in full force and effect. For purposes of this Section, if a municipal bond insurance policy has been issued insuring the payment of any Outstanding Parity Obligations, the term Owner shall mean the company that has issued any such insurance policy or policies.

Section 9. AMOUNT, PURPOSE, AND DESIGNATION OF THE BONDS. (a) *Amount and Designation.* The Board's bonds each entitled "BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY REVENUE FINANCING SYSTEM REVENUE REFUNDING BOND," are hereby authorized to be issued in one or more series and delivered in an aggregate maximum principal amount (determined without regard to premium or discount affecting the sale price) of \$28,430,000. The title of the Bonds shall be designated by the year in which each Series is awarded pursuant to Section 10 below and in the event that another series of bonds is issued by the Board within a calendar year each Series within that year shall have a letter designation following the year. Any Series of Bonds which is issued for the purpose of refunding all or a portion of the Potential Refunded Bonds may include the refunding designation in the title as set forth in the applicable Award Certificate. The authority of the Designated Financial Officer to execute and deliver an Award Certificate for each Series shall expire at 5:00 p.m. on April 22, 2014, such date being one year from the date of adoption of this Resolution. Bonds priced on or before April 22, 2014 may close after such date.

(b) **Purpose.** The Bonds of each Series are to be issued for the following purposes: (i) REFUNDING ALL OR A PORTION OF THE POTENTIAL REFUNDED BONDS AND (ii) PAYING THE COSTS OF ISSUANCE OF THE BONDS.

Section 10. DATE, DENOMINATIONS, NUMBERS, MATURITIES AND TERMS OF BONDS. (a) **Terms of Each Series of Bonds.** The Bonds of each Series shall initially be issued, sold, and delivered hereunder as fully registered bonds, without interest coupons, numbered consecutively from R-1 upward (except the initial Bond of each Series delivered to the Attorney General of the State of Texas which shall be numbered T-1), payable to the respective initial registered owners thereof, or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"), in the denomination of \$5,000 or any integral multiple thereof (an "Authorized Denomination"), each Series maturing not later than October 15, 2024, serially or otherwise on the dates, in the years and in the principal amounts, respectively, dated and be either Taxable Bonds, or Tax-Exempt as provided in Section 11, all as set forth in the Award Certificate of the Designated Financial Officer.

(b) **Award Certificate.** As authorized by Chapter 1371, Government Code, as amended, the Designated Financial Officer is hereby authorized, appointed, and designated to act on behalf of the Board in selling and delivering the Bonds of each Series and carrying out the other procedures specified in this Resolution, including determining and fixing the date of each Series of the Bonds, any additional or different designation or title by which each Series of the Bonds shall be known, the price at which each Series of the Bonds will be sold, the years in which each Series of the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of each Series of the Bonds, whether the Bonds are designated as Tax-Exempt Bonds or Taxable Bonds, the rate or rates of interest to be borne by each maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the Board, as well as any mandatory sinking fund redemption provisions, the amount of capitalized interest, if any, for each Series of Bonds and all other matters relating to the issuance, sale, and delivery of the Bonds, all of which shall be specified in a certificate of the Designated Financial Officer delivered to the Secretary to the Board (the "Award Certificate"); provided that (i) the price to be paid for each Series of the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest, if any, thereon from its date to its delivery, (ii) Bonds shall be issued to refund all or a portion of the Potential Refunded Bonds only if such refunding, assuming that each Series sold and delivered at the same time constitutes one Series, results in a present value savings on the Annual Debt Service Requirements on the Refunded Bonds, provided further, that in the case of Refunded Bonds being advance refunded more than 90 days prior to their maturity or earlier redemption, the present value savings on the Annual Debt Service Requirements must not be less than an amount equal to 3% of the principal amount of such Refunded Bonds being advance refunded, and (iii) each Series of the Bonds shall not bear interest at a rate in excess of the maximum rate allowed by law.

In establishing the aggregate principal amount of a Series of Bonds to be issued to refund Refunded Bonds, the Designated Financial Officer shall establish an amount, not to exceed the amount authorized in Section 9, sufficient to provide for the refunding of the Refunded Bonds that

will result in a reduction in the Annual Debt Service Requirements that otherwise would be payable from the Pledged Revenues with respect to the Refunded Bonds, on a present value basis, provided further, that in establishing the aggregate principal amount of a Series of Bonds to be issued to advance refund Refunded Bonds more than 90 days prior to their maturity or earlier redemption date, the Designated Financial Officer shall establish an amount, not to exceed the amount authorized in Section 9, sufficient to provide for the advance refunding of such Refunded Bonds that will result in a reduction in the Annual Debt Service Requirements that otherwise would be payable from the Pledged Revenues with respect to the Refunded Bonds, on a present value basis of at least 3%. The amount of savings to be realized from the refunding shall be shown in each Award Certificate. The Award Certificate of each Series that is issued to refund Refunded Bonds shall also identify the Refunded Bonds being refunded by that Series.

It is further provided, however, that, notwithstanding the foregoing provisions, the Bonds shall not be delivered unless prior to delivery of each Series (i) the Award Certificate has been executed and delivered as required by this Resolution and (ii) the particular Series of the Bonds have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations, as required by Chapter 1371, Government Code, as amended.

Each Award Certificate is hereby incorporated in and made a part of this Resolution.

(c) ***Sale of Each Series of Bonds.*** To achieve advantageous borrowing costs for each Participant (currently the University) in the Financing System, each Series of the Bonds shall be sold on a negotiated, placement or competitive basis as determined by the Designated Financial Officer in the Award Certificate. In determining whether to sell each Series of the Bonds by negotiated, placement or competitive sale, the Designated Financial Officer shall take into account the financial condition of the State, the University and the Financing System, any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale, the achievement of the HUB goals of the Board, and any other matters which, in the judgment of the Designated Financial Officer, might affect the net borrowing costs on each Series of the Bonds.

If the Designated Financial Officer determines that a Series of the Bonds should be sold at a competitive sale, the Designated Financial Officer shall cause to be prepared a notice of sale and official statement in such manner as the Designated Financial Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Designated Financial Officer determines that a Series of the Bonds should be sold by a negotiated sale or placement, the Designated Financial Officer shall designate the placement purchaser or the senior managing underwriter for the Bonds and such additional investment banking firms as the Designated Financial Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms to the Financing System. The Designated Financial Officer, acting for and on behalf of the Board, is authorized to enter into and carry out a Bond Purchase Contract or other

agreement for the Bonds to be sold by negotiated sale or placement, with the Underwriter or placement purchaser at such price, with and subject to such terms as determined by the Designated Financial Officer pursuant to Section 10(b) above. Each Bond Purchase Contract or other agreement shall be substantially in the form and substance previously approved by the Board in connection with the authorization of Previously Issued Parity Obligations with such changes as are acceptable to the Designated Financial Officer, including those covered by Section 24 or Section 33 and any provisions determined to be necessary by the Designated Financial Officer and Bond Counsel in the event that such Series of Bonds is being sold in a forward delivery transaction.

(d) ***In General.*** Each Series of the Bonds (i) may and shall be redeemed prior to the respective scheduled maturity dates, (ii) may be assigned and transferred, (iii) may be exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be Tax-Exempt Bonds or Taxable Bonds and (vi) shall be signed and sealed, and the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the FORM OF BOND set forth in Exhibit "B" to this Resolution and as determined by the Designated Financial Officer as provided herein, with such changes and additions as are required to be consistent with the terms and provisions shown in the Award Certificate.

Section 11. INTEREST. Each Series of the Bonds shall bear interest, calculated on the basis of a 360-day year composed of twelve 30-day months, from their date, until maturity or redemption, at the rates set forth in the Award Certificate. Each Series of Bonds shall be designated as Tax-Exempt Bonds or Taxable Bonds as set forth in the Award Certificate. Interest shall be payable to the registered owner of any such Bond in the manner provided and on the dates stated in the FORM OF BOND set forth in this Resolution and the Award Certificate.

Section 12. REGISTRATION, TRANSFER, AND EXCHANGE; AUTHENTICATION; BOOK-ENTRY-ONLY SYSTEM. (a) ***Paying Agent/Registrar.*** The Designated Financial Officer is authorized to select a Paying Agent/Registrar for the Bonds. The Designated Financial Officer is also authorized to enter into and carry out a Paying Agent/Registrar Agreement with the Paying Agent/Registrar with respect to the Bonds in substantially the form previously approved by the Board in connection with the authorization of Previously Issued Parity Obligations with such changes as are acceptable to the Designated Financial Officer.

(b) ***Registration Books.*** The Board shall keep or cause to be kept at the corporate trust office of the Paying Agent/Registrar designated in the Paying Agent/Registrar Agreement (the "Designated Trust Office") books or records for the registration of the transfer, exchange, and replacement of the Bonds (the "Registration Books"), and the Paying Agent/Registrar is hereby appointed to serve as registrar and transfer agent to keep such books or records and make such registrations of transfers, exchanges, and replacements under such reasonable regulations as the Board and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, exchanges, and replacements as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which

payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Board shall have the right to inspect the Registration Books at the Designated Trust Office of the Paying Agent/Registrar during regular business hours, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity.

(c) ***Ownership of Bonds.*** The entity in whose name any Bond shall be registered in the Registration Books at any time shall be deemed and treated as the absolute owner thereof for all purposes of this Resolution, whether such Bond shall be overdue, and, to the extent permitted by law, the Board and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Bond shall be made only to such registered owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(d) ***Payment of Bonds and Interest.*** The Paying Agent/Registrar shall further act as the paying agent for paying the principal of, premium, if any, and interest on the Bonds, all as provided in this Resolution. The Paying Agent/Registrar shall keep proper records of all payments made by the University and the Paying Agent/Registrar with respect to the Bonds.

(e) ***Authentication.*** The Bonds initially issued and delivered pursuant to this Resolution shall be authenticated by the Paying Agent/Registrar by execution of the Paying Agent/Registrar's Authentication Certificate unless they have been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and on each substitute Bond issued in exchange for any Bond or Bonds issued under this Resolution the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE (the "Authentication Certificate"). The Authentication Certificate shall be in the form set forth in the FORM OF BONDS.

(f) ***Transfer, Exchange, or Replacement.*** Each Bond issued and delivered pursuant to this Resolution, to the extent of the unpaid or unredeemed principal amount thereof, may, upon surrender of such Bond at the Designated Trust Office of the Paying Agent/Registrar, together with a written request therefor duly executed by the registered owner or the assignee or assignees thereof, or its or their duly authorized attorneys or representatives, with guarantee of signatures satisfactory to the Paying Agent/Registrar, may, at the option of the registered owner or such assignee or assignees, as appropriate, be exchanged for fully registered bonds, without interest coupons, in the appropriate form prescribed in the FORM OF BONDS set forth in this Resolution, in any Authorized Denomination (subject to the requirement hereinafter stated that each substitute Bond shall be of the same series and have a single stated maturity date), as requested in writing by such registered owner or such assignee or assignees, in an aggregate principal amount equal to the unpaid or unredeemed principal amount of any Bond or Bonds so surrendered, and payable to the appropriate registered owner, assignee, or assignees, as the case may be. If a portion of any Bond shall be redeemed prior to its scheduled maturity as provided herein, a substitute Bond or Bonds having the same series designation and maturity date, bearing interest at the same rate, and payable in the same manner, in Authorized Denominations at the request of the registered owner, and in an aggregate principal

amount equal to the unredeemed portion thereof, will be issued to the registered owner upon surrender thereof for cancellation. If any Bond or portion thereof is assigned and transferred, each Bond issued in exchange therefor shall have the same series designation and maturity date and bear interest at the same rate and payable in the same manner as the Bond for which it is being exchanged. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond. The Paying Agent/Registrar shall exchange or replace Bonds as provided herein, and each fully registered bond delivered in exchange for or replacement of any Bond or portion thereof as permitted or required by any provision of this Resolution shall constitute one of the Bonds for all purposes of this Resolution, and may again be exchanged or replaced. On each substitute Bond issued in exchange for or replacement of any Bond or Bonds issued under this Resolution there shall be printed an Authentication Certificate, in the form set forth in the FORM OF BONDS set forth in Exhibit "B" to this Resolution. An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Authentication Certificate, and, except as provided in subsection (e) above, no such Bond shall be deemed to be issued or outstanding unless the Authentication Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all Bonds surrendered for transfer, exchange, or replacement. No additional orders or resolutions need be passed or adopted by the Board or any other body or person so as to accomplish the foregoing transfer, exchange, or replacement of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be in typed or printed form as determined by the Designated Financial Officer. Pursuant to Chapter 1206, Texas Government Code, the duty of transfer, exchange, or replacement of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of the Authentication Certificate, the exchanged or replaced Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which were originally issued pursuant to this Resolution. The Board shall pay the Paying Agent/Registrar's standard or customary fees and charges, if any, for transferring, and exchanging any Bond or any portion thereof, but the one requesting any such transfer and exchange shall pay any taxes or governmental charges required to be paid with respect thereto as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, exchange, or replacement of Bonds or any portion thereof (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following interest payment date, or, (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date. To the extent possible, any new Bond issued in an exchange, replacement, or transfer of a Bond will be delivered to the registered owner or assignee of the registered owner not more than three business days after the receipt of the Bonds to be cancelled and the written request as described above.

(g) ***Substitute Paying Agent/Registrar.*** The Board covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Board will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Resolution, and that the Paying Agent/Registrar will be one entity. The Board reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar,

to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Board covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Resolution. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Board. Upon any change in the Paying Agent/Registrar, the Board promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Resolution, and a certified copy of this Resolution shall be delivered to each Paying Agent/Registrar.

(h) ***Book-Entry-Only System.*** The Bonds issued in exchange for the Bonds initially issued and delivered to the Purchaser shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC, and except as provided in subsection (i) hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. The Designated Financial Officer is authorized to take all actions necessary to obtain, complete and execute a "DTC Blanket Letter of Representations" in connection with utilizing the DTC Book-Entry-Only System.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Board and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Board and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown on the Registration Books, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Registration Books of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Resolution to the contrary but to the extent permitted by law, the Board and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective owners, as shown in the Registration Books as provided in this Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Board's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

No person other than an owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Board to make payments of principal, premium, if any, and interest pursuant to this Resolution. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Resolution with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the word "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

(i) ***Successor Securities Depository; Transfers Outside Book-Entry-Only System.*** In the event that the Board or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Board to DTC (as referred in subsection (h) above) or DTC determines to discontinue providing its services with respect to the Bonds, the Board shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Resolution.

(j) ***Payments to Cede & Co.*** Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Board to DTC.

(k) ***Notice of Redemption.*** In addition to the method of providing a notice of redemption set forth in the FORM OF BONDS, the Paying Agent/Registrar shall give notice of redemption of Bonds by United States mail, first-class postage prepaid, at least thirty (30) days prior to a redemption date to each registered securities depository and to any national information service that disseminates redemption notices. In addition, in the event of a redemption caused by an advance refunding of the Bonds, the Paying Agent/Registrar shall send a second notice of redemption to the persons specified in the immediately preceding sentence at least thirty (30) days but not more than ninety (90) days prior to the actual redemption date. Any notice sent to the registered securities depositories or such national information services shall be sent so that they are received at least two (2) days prior to the general mailing or publication date of such notice. The Paying Agent/Registrar shall also send a notice of prepayment or redemption to the registered owner of any Bond who has not sent the Bonds in for redemption sixty (60) days after the redemption date.

Each notice of redemption, whether required in the FORM OF BONDS or in this Section, shall contain a description of the Bonds to be redeemed including the complete name of the Bonds,

the Series, the date of issue, the interest rate, the maturity date, the CUSIP number, a reference to the principal amounts of each maturity called for redemption, the publication and mailing date for the notice, the date of redemption, the redemption price, the name of the Paying Agent/Registrar and the address at which the Bonds may be redeemed, including a contact person and telephone number.

All redemption payments made by the Paying Agent/Registrar to the registered owners of the Bonds shall include a CUSIP number relating to each amount paid to such registered owner.

Section 13. FORM OF BONDS. The forms of the Bonds, including the form of the Authentication Certificate, the form of Assignment, the form of any statement of insurance with respect to the Bonds provided by a Bond Insurer, and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas, with respect to the Bonds initially issued and delivered to the Purchaser pursuant to this Resolution, shall be, respectively, substantially as set forth in Exhibit "B", with such appropriate variations, omissions, or insertions as are permitted or required by this Resolution.

Section 14. INDIVIDUALS NOT LIABLE. All covenants, stipulations, obligations, and agreements of the Board contained in this Resolution shall be deemed to be covenants, stipulations, obligations, and agreements of the Financing System and the Board to the full extent authorized or permitted by the Constitution and laws of the State of Texas. No covenant, stipulation, obligation, or agreement herein contained shall be deemed to be a covenant, stipulation, obligation, or agreement of any member of the Board or agent or employee of the Board in the individual capacity thereof and neither the respective members of the Board, nor any officer thereof or of any participant shall be liable personally on Parity Obligations when issued, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 15. SECURITY FOR THE BONDS. The Bonds are special obligations of the Board payable from and secured solely by the Pledged Revenues pursuant to this Resolution. The Pledged Revenues are hereby pledged, subject to the liens securing the Prior Encumbered Obligations, to the payment of the principal of, premium, if any, and interest on the Bonds as the same shall become due and payable. The Board agrees to pay the principal of, premium, if any, and the interest on the Bonds when due, whether by reason of maturity or redemption.

Section 16. PAYMENTS. Immediately after the delivery of the Bonds, the Board shall deposit any accrued interest received from the sale and delivery of the Bonds to the credit of a special account to be held to pay interest on such Bonds on the first interest payment date. Semiannually on or before each principal or interest payment date while any of the Bonds are outstanding and unpaid, commencing on the first interest payment date for the Bonds as specified in the Award Certificate, the Board shall make available to the Paying Agent/Registrar, money sufficient to pay such interest on and such principal of the Bonds as will accrue or mature, or be subject to mandatory redemption prior to maturity, on such principal, redemption, or interest payment date. The Paying Agent/Registrar shall cancel all paid Bonds and shall furnish the Board with an appropriate certificate of cancellation.

Section 17. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) ***Replacement Bonds.*** In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new bond of the same Series, principal amount, maturity, and interest rate, and in the same form, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) ***Application for Replacement Bonds.*** Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the applicant for a replacement bond shall furnish to the Board and the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the applicant shall furnish to the Board and the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the applicant shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) ***Payment in Lieu of Replacement.*** Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Board, may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) ***Charge for Issuing Replacement Bonds.*** Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Board whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Resolution equally and proportionately with any and all other Bonds duly issued under this Resolution.

(e) ***Authority for Issuing Replacement Bonds.*** In accordance with Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement bond without the necessity of further action by the Board or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 12(f) of this Resolution for Bonds issued in exchange and replacement for other Bonds.

Section 18. REMEDIES. Any owner of Parity Obligations in the event of default in connection with any covenant contained herein or in any resolution adopted hereafter authorizing the issuance of Parity Obligations, or default in the payment of said obligations, or of any interest due thereon, or other costs and expenses related thereto, may require the Board, their respective

officials and employees, and any appropriate official of the State of Texas, to carry out, respect, or enforce the covenants and obligations of this Resolution by all legal and equitable means, including specifically, but without limitation, the use and filing of mandamus proceedings in any court of competent jurisdiction against the Board, their respective officials and employees, or any appropriate official of the State of Texas.

Section 19. DEFEASANCE OF OBLIGATIONS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer Outstanding (a "Defeased Bond") within the meaning of this Resolution, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or any other eligible bank or trust company then authorized by State law for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the Board with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the revenues herein pledged as provided in this Resolution, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given, in accordance with this Resolution. Any money so deposited with the Paying Agent/Registrar or other eligible institution as provided in this Section may at the written discretion of the Board also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or other eligible institution pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be turned over to the Board.

(c) Notwithstanding any provision of any other Section of this Resolution which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar

for such Defeased Bonds the same as if they had not been defeased, and the Board shall make proper arrangements to provide and pay for such services as required by this Resolution.

(d) Notwithstanding anything elsewhere in this Resolution, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or other eligible institution pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the Board retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of the resolution authorizing its issuance, the Board may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

(f) In the event that the Board elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it deems fair and appropriate.

Section 20. AMENDMENT OF RESOLUTION. (a) *Amendment Without Consent.* This Resolution and the rights and obligations of the Board and of the owners of the Outstanding Parity Obligations may be modified or amended at any time without notice to or the consent of any owner of the Outstanding Parity Obligations, solely for any one or more of the following purposes:

(i) To add to the covenants and agreements of the Board contained in this Resolution, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the Board in this Resolution;

(ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Resolution, upon receipt by the Board of an opinion of Bond Counsel, that the same is needed for such purpose, and will more clearly express the intent of this Resolution;

(iii) To supplement the security for the Parity Obligations, including, but not by way of limitation, to provide for the addition of new institutions and agencies to the Financing System or to clarify the provisions regarding the University as a Participant in the Financing System; provided, however, if the definition of Pledged Revenues is amended in any manner which results in the pledge of additional resources, the terms of such amendment may limit

the amount of such additional pledge and the manner, extent, and duration of such additional pledge all as set forth in such amendment;

(iv) To make any changes or amendments requested by any bond rating agency then rating or requested to rate Parity Obligations, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the Board, materially adversely affect the interests of the owners of the Outstanding Parity Obligations;

(v) To make such changes, modifications or amendments as may be necessary or desirable, which shall not adversely affect the interests of the owners of the Outstanding Parity Obligations, in order, to the extent permitted by law, to facilitate the economic and practical utilization of Credit Agreements with respect to the Parity Obligations;

(vi) To make such other changes in the provisions hereof as the Board may deem necessary or desirable and which shall not, in the judgment of the Board, materially adversely affect the interests of the owners of Outstanding Parity Obligations; or

(vii) To make such changes or amendments as contemplated by Section 24(c) of this Resolution in order to comply with the Rule.

Notice of any such amendment may be published by the Board in the manner described in subsection (c) of this Section; provided, however, that the publication of such notice shall not constitute a condition precedent to the adoption of such amendatory resolution and the failure to publish such notice shall not adversely affect the implementation of such amendment as adopted pursuant to such amendatory resolution.

(b) ***Amendments With Consent.*** Subject to the other provisions of this Resolution, the owners of Outstanding Parity Obligations aggregating a majority in Outstanding Principal Amount shall have the right from time to time to approve any amendment to this Resolution, other than amendments described in subsection (a) of this Section, which may be deemed necessary or desirable by the Board; provided, however, that nothing herein contained shall permit or be construed to permit, without the approval of the owners of all of the Outstanding Parity Obligations, the amendment of the terms and conditions in this Resolution so as to:

- (1) Grant to the owners of any Outstanding Parity Obligations a priority over the owners of any other Outstanding Parity Obligations;
- (2) Materially adversely affect the rights of the owners of less than all Parity Obligations then Outstanding;
- (3) Change the minimum percentage of the Outstanding Principal Amount necessary for consent to such amendment;
- (4) Make any change in the maturity of the Outstanding Bonds;

- (5) Reduce the rate of interest borne by Outstanding Bonds;
- (6) Reduce the amount of the principal payable on Outstanding Bonds; or
- (7) Modify the terms of payment of principal of or interest on the Outstanding Bonds, or impose any conditions with respect to such payment.

(c) **Notice.** If at any time this Resolution is to be amended pursuant to the provisions of subsection (b) of this Section, the Board shall cause notice of the proposed amendment to be published in a financial newspaper or journal of general circulation in The City of New York, New York, once during each calendar week for at least two successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of each Registrar for the Parity Obligations for inspection by all owners of Parity Obligations. Such publication is not required, however, if the Board gives or causes to be given such notice in writing, by certified mail, to each owner of Parity Obligations. Such publication is not required with respect to amendments to this Resolution effected pursuant to the provisions of subsection (a) of this Section.

(d) **Receipt of Consents.** Whenever at any time not less than thirty (30) days, and within one year, from the date of the first publication of said notice or other service of written notice of the proposed amendment the Board shall receive an instrument or instruments executed by all of the owners or the owners of at least a majority in Outstanding Principal Amount, as appropriate, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file as aforesaid, the Board may adopt the amendatory resolution in substantially the same form.

(e) **Effect of Amendments.** Upon the adoption of any resolution to amend this Resolution pursuant to the provisions of this Section, this Resolution shall be deemed to be amended in accordance with the amendatory resolution, and the respective rights, duties, and obligations of the Board and all the owners of then Outstanding Parity Obligations and all future Parity Obligations shall thereafter be determined, exercised, and enforced under this Resolution, as amended.

(f) **Consent Irrevocable.** Any consent given by any owner of Parity Obligations pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication or other service of the notice provided for in this Section, and shall be conclusive and binding upon all future owners of the same Parity Obligations during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the owner who gave such consent, or by a successor in title, by filing notice thereof with the Registrar for such Parity Obligations and the Board, but such revocation shall not be effective if the owners of a majority in Outstanding Principal Amount, prior to the attempted revocation, consented to and approved the amendment.

(g) **Ownership.** For the purpose of this Section, the ownership and other matters relating to all Parity Obligations shall be determined by the Registration Books maintained by the Registrar.

Section 21. COVENANTS REGARDING TAX-EXEMPTION. (a) **Covenants.** The Board covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Tax-Exempt Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "IRS Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Board covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Tax-Exempt Bonds or the projects financed or refinanced therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the IRS Code or, if more than 10 percent of the proceeds of the Tax-Exempt Bonds or the projects financed or refinanced therewith are so used, such amounts, whether or not received by the Board, with respect to such private business use, do not, under the terms of this Resolution or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Tax-Exempt Bonds, in contravention of section 141(b)(2) of the IRS Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Tax-Exempt Bonds or the projects financed or refinanced therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the IRS Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Tax-Exempt Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the IRS Code;

(4) to refrain from taking any action which would otherwise result in the Tax-Exempt Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the IRS Code;

(5) to refrain from taking any action that would result in the Tax-Exempt Bonds being "federally guaranteed" within the meaning of section 149(b) of the IRS Code;

(6) to refrain from using any portion of the proceeds of the Tax-Exempt Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the IRS Code) which produces a materially higher yield over the term of the Tax-Exempt Bonds, other than investment property acquired with:

(A) proceeds of the Tax-Exempt Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the Tax-Exempt Bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148 1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax-Exempt Bonds;

(7) to otherwise restrict the use of the proceeds of the Tax-Exempt Bonds or amounts treated as proceeds of the Tax-Exempt Bonds, as may be necessary, so that the Tax-Exempt Bonds do not otherwise contravene the requirements of section 148 of the IRS Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the IRS Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the IRS Code and to pay to the United States of America, not later than 60 days after the Tax-Exempt Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the IRS Code.

(b) **Rebate Fund.** With respect to the Tax-Exempt Bonds, in order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the Board for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the IRS Code.

(c) **Proceeds.** With respect to the Tax-Exempt Bonds, the Board understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Tax-Exempt Bonds. It is the understanding of the Board that the covenants contained herein are intended to assure compliance with the IRS Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the IRS Code, as applicable to the Tax-Exempt Bonds, the Board will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the IRS Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to

the Tax-Exempt Bonds, the Board agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Tax-Exempt Bonds under section 103 of the IRS Code. In furtherance of such intention, the Board hereby authorizes and directs the Designated Financial Officer to execute any documents, certificates or reports required by the IRS Code and to make such elections, on behalf of the Board, which may be permitted by the IRS Code as are consistent with the purpose for the issuance of the Tax-Exempt Bonds.

(d) ***Disposition of Refunded Bonds Projects.*** If the Bonds are issued as Tax-Exempt Bonds, the Board covenants that the projects financed by any Refunded Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the Board of cash or other compensation, unless the Board obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Tax-Exempt Bonds. For purposes of this subsection, the portion of the property comprising personal property and disposed of in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes of this subsection, the Board shall not be obligated to comply with this covenant if it obtains an opinion of nationally-recognized bond counsel to the effect that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 24. CONTINUING DISCLOSURE UNDERTAKING. (a) ***Annual Reports.*** To the extent that such financial information and operating data is reasonably obtainable under generally acceptable accounting principles applicable to the Board, as modified by the laws of the State of Texas and the rules and regulations of the Comptroller of Public Accounts of the State of Texas, the Board shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the end of each Fiscal Year, financial information and operating data with respect to Board, as determined by the Designated Financial Officer at the time the Bonds are sold. The Award Certificate shall specify the financial information and operating data to be provided pursuant to this Section. In the event that financial information and operating data of such general type is not reasonably available, financial information and operating data will be provided as prescribed by the applicable accounting principles and the governing laws, rules, and regulations applicable to the Board. The undertaking of the Board contained in the preceding sentence may be modified by the Designated Financial Officer in the Award Certificate upon advice of counsel. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit C hereto, as may be modified in the Award Certificate, and (2) audited, if the Board commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not so provided within the required period, then the Board shall provide unaudited financial statements for the applicable Fiscal Year to the MSRB, in an electronic format as prescribed by the MSRB, and shall file audited financial statements when and if audited financial statements become available. If audited financial statements are not prepared for any Fiscal Year and audited financial statements are prepared with respect to the State of Texas for such Fiscal Year, the Board shall provide, or cause to be provided, the audited financial statements of the State of Texas for the applicable Fiscal Year to the MSRB, in an electronic format as prescribed by the MSRB, within six months after the

end of said Fiscal Year or as soon thereafter as such audited financial statements become available from the State Auditor of the State of Texas. Any such audited financial statements of the State of Texas so provided shall be prepared in accordance with generally accepted accounting principles for state governments, as such principles may be changed from time to time to comply with state law.

If the Board changes the Fiscal Year, the Board will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the Board otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this subsection may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet web site or filed with the SEC. All documents provided to the MSRB pursuant to this subsection shall be accompanied by identifying information as prescribed by the MSRB.

(b) **Material Event Notices.** The Board shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults, if material within the meaning of the federal securities laws;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701BTEB) or other material notices or determinations with respect to the tax status of the Bonds, or other events affecting the tax status of the Bonds;
- G. Modifications to rights of holders of the Bonds, if material within the meaning of the federal securities laws;
- H. Bond calls, if material within the meaning of the federal securities laws;
- I. Defeasances;

- J. Release, substitution, or sale of property securing repayment of the Bonds, if material within the meaning of the federal securities laws;
- K. Rating changes;
- L. Bankruptcy, insolvency, receivership or similar event of the Board;
- M. The consummation of a merger, consolidation, or acquisition involving the Board or the sale of all or substantially all of the assets of the Board, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws; and
- N. Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws.

The Board shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, of any failure by the Board to provide financial information or operating data in accordance with this subsection by the time required. All documents provided to the MSRB pursuant to this subsection shall be accompanied by identifying information as prescribed by the MSRB.

(c) ***Limitations, Disclaimers, and Amendments.*** The Board shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the Board remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the Board in any event will give the notice required by this Resolution of any Bond calls and defeasance that cause the Bonds to be no longer outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Board undertakes to provide only the financial information, operating data, financial statements, and notices that it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Board's financial results, condition, or prospects relating to the Financing System or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The Board does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE BOARD BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE BOARD, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY

SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the Board in observing or performing its obligations under this Section shall constitute a breach of or default under this Resolution for purposes of any other provision of this Resolution.

Should the Rule be amended to obligate the Board to make filings with or provide notices to entities other than the MSRB, the Board hereby agrees to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the Board under federal and state securities laws.

The provisions of this Section may be amended by the Board from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Board, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the Board (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. If the Board so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The Board may also amend or repeal the provisions of this continuing disclosure requirement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling the Bonds in the primary offering of the Bonds.

Section 25. APPLICATION OF BOND PROCEEDS. (a) *Proceeds.* Proceeds from the sale of each Series of the Bonds shall, promptly upon receipt thereof, be applied by the Designated Financial Officer as follows:

- (i) accrued interest, if any, for each Series of the Bonds shall be deposited as provided in Section 16;
- (ii) an amount sufficient to accomplish the purposes of Section 9 shall be so applied; and
- (iii) any proceeds from the sale of each Series of the Bonds remaining after the deposits provided for in clauses (i) and (ii) above, shall be applied to pay expenses arising in connection with the issuance of the Bonds.

Any sale proceeds of each Series of the Bonds remaining after making all deposits and payments provided for above shall be applied to the payment of interest on the Bonds.

(b) **Funds.** The Designated Financial Officer is hereby authorized to establish such funds, accounts and/or sub-accounts as necessary to administer any remaining proceeds of the Bonds after applying proceeds to the refunding of the refunded bonds, including for accrued interest and costs of issuance. Proceeds deposited into any such funds, accounts and/or sub-accounts shall remain therein until from time to time expended for the purposes described in this Resolution, and shall not be used for any other purposes whatsoever, except as otherwise provided below, and pending such expenditure, such moneys may be invested at the direction of the Designated Financial Officer or the designee thereof in eligible investments in accordance with the provisions of Section 4(h) of this Resolution. Interest earnings shall accrue to the respective funds, accounts and/or sub-accounts in which moneys are held and invested. The Board agrees that it shall pay costs of issuance incurred in connection with the issuance and delivery of the Bonds as are consistent with the approval of the issuance of the Bonds by the Texas Bond Review Board. The Board shall cause moneys on deposit in any such funds, accounts and/or sub-accounts representing accrued interest to be used to pay debt service on the Bonds as the same shall become due and payable.

Section 26. REFUNDING OF REFUNDED BONDS: ESCROW AGREEMENT; REDEMPTION OF REFUNDED BONDS. Concurrently with the delivery of a Series of Bonds issued to refund Refunded Bonds, the Designated Financial Officer shall cause to be deposited with the Escrow Agent an amount, from the proceeds from the sale of each Series of the Bonds, sufficient, together with other legally available funds of the Board, to provide for the payment and retirement of the Refunded Bonds. In the event that it is deemed necessary, the Designated Financial Officer is authorized to enter into one or more escrow agreements in the form and substance previously approved by the Board in connection with the refunding of Debt with such changes as are acceptable to the Designated Financial Officer. In such event, the Designated Financial Officer is authorized hereby to take such steps as may be necessary to purchase Escrowed Securities, as defined in the Escrow Agreement, on behalf of the Board, and is authorized to create and fund the Escrow Fund contemplated by the Escrow Agreement through the use of the proceeds of each Series of the Bonds, the monies and investments held in the fund securing the Refunded Bonds and other lawfully available monies of the Board.

Subject to the execution of an Award Certificate by the Designated Financial Officer designating such Refunded Bonds, the Refunded Bonds are hereby called for redemption on the first optional redemption date following the delivery of each Series of the Bonds for which all of the notice requirements for redemption can be reasonably met, at a redemption price of par plus accrued interest, if any, to the date of redemption. The Designated Financial Officer shall take such actions as are necessary to cause the required notice of such redemption to be given. The Designated Financial Officer is authorized to select one or more escrow agents with respect to each Series of Bonds issued to refund the Refunded Bonds.

Section. 27. DEFEASANCE AND REDEMPTION OF OUTSTANDING DEBT. The Board desires to authorize the use of certain lawfully available funds of the Board, as determined by the Designated Financial Officer, to defease and/or redeem, from time to time, certain outstanding Previously Issued Parity Obligations in accordance with the applicable defeasance and redemption provisions in the respective Prior Resolutions authorizing such debt. The Designated Financial Officer is hereby authorized to determine and retire, from time to time, the various portions of such outstanding Previously Issued Parity Obligations which are economically advantageous for Board to retire by the defeasance and/or redemption of such debt. The Designated Financial Officer is authorized to enter into one or more Escrow Agreements in substantially the standard form previously approved by the Board to accomplish such defeasances. In the event of such a defeasance, the Designated Financial Officer is authorized hereby to take such steps as may be necessary to purchase the escrowed securities identified in such Escrow Agreements on behalf of the Board and is authorized to create and fund the escrow funds contemplated by the Escrow Agreements through the use of the lawfully available funds of the Board. The Designated Financial Officer is authorized to call for redemption such Prior Encumbered Obligations and Previously Issued Parity Obligations to be redeemed pursuant to this section and is hereby authorized to provide and complete an appropriate Notice of Redemption to the paying agent(s) for such Previously Issued Parity Obligations upon the deposit with the Escrow Agent of such available funds and compliance with the conditions set forth in the Escrow Agreements.

Except as provided in the following sentence, the Board hereby (i) expressly reserves the right to call for redemption any Previously Issued Parity Obligations defeased pursuant to this section in accordance with the applicable redemption provisions contained in the resolution authorizing such debt, (ii) requires that the Designated Financial Officer give notice of the reservation of such right to the owners of such debt immediately following the making of the firm banking and financial arrangements for such defeasance and (iii) directs that notice of such reservation also be included in any Notice of Redemption authorized pursuant to this section. Notwithstanding the foregoing sentence, the Designated Financial Officer, upon determining that doing so is in the best interest of the Board, may elect on behalf of the Board not to retain the right to call such Previously Issued Parity Obligations for redemption by choosing not to give the notices required in (ii) and (iii) of the foregoing sentence.

Section 28. RESOLUTION TO CONSTITUTE A CONTRACT; EQUAL SECURITY. In consideration of the acceptance of the Bonds, the issuance of which is authorized hereunder, by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Board and the Owners from time to time of the Bonds and the pledge made in this Resolution by the Board and the covenants and agreements set forth in this Resolution to be performed by the Board shall be for the equal and proportionate benefit, security, and protection of all Owners, without preference, priority, or distinction as to security or otherwise of any of the Bonds authorized hereunder over any of the others by reason of time of issuance, sale, or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Resolution.

Section 29. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements, or provisions herein contained shall be held contrary to any express provisions of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements, or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Bonds issued hereunder.

Section 30. PAYMENT AND PERFORMANCE ON BUSINESS DAYS. Except as provided to the contrary in the FORM OF BONDS, whenever under the terms of this Resolution or the Bonds, the performance date of any provision hereof or thereof, including the payment of principal of or interest on the Bonds, shall occur on a day other than a Business Day, then the performance thereof, including the payment of principal of and interest on the Bonds, need not be made on such day but may be performed or paid, as the case may be, on the next succeeding Business Day with the same force and effect as if made on the date of performance or payment.

Section 31. LIMITATION OF BENEFITS WITH RESPECT TO THE RESOLUTION. With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this Resolution or the Bonds is intended or should be construed to confer upon or give to any person other than the Board, the Owners, and the Paying Agent/Registrar, any legal or equitable right, remedy, or claim under or by reason of or in respect to this Resolution or any covenant, condition, stipulation, promise, agreement, or provision herein contained. This Resolution and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the Board, the Owners, and the Paying Agent/Registrar as herein and therein provided.

Section 32. CUSTODY, APPROVAL, BOND COUNSEL'S OPINION, CUSIP NUMBERS, PREAMBLE AND INSURANCE. The Designated Financial Officer is hereby authorized to have control of the Bonds issued hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and approval by the Attorney General of the State of Texas. The Designated Financial Officer is hereby authorized, to the extent deemed necessary or advisable thereby, in the discretion thereof, to request that the Attorney General approve the Bonds as permitted by Chapter 1202, in which case the Designated Financial Officer also is authorized to request the Comptroller of Public Accounts register the Bonds, and to cause an appropriate legend reflecting such approval and registration to appear on the Bonds and the substitute Bonds. The approving legal opinion of Bond Counsel and the assigned CUSIP numbers may be printed on the Bonds and on any Bonds issued and delivered in exchange or replacement of any Bond, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. The preamble to this Resolution is hereby adopted and made a part of this Resolution for all purposes. If insurance is obtained on any of the Bonds, the Bonds shall bear, as appropriate and applicable, a legend concerning insurance as provided by the municipal bond insurance company issuing any such insurance.

Section 33. OFFICIAL STATEMENT. The Designated Financial Officer is authorized and directed to provide for and oversee the preparation of a preliminary and final official statement in connection with the issuance of the Bonds, and to approve such official statement and deem it final in compliance with the Rule and to provide it to the purchasers of the Bonds in compliance with such Rule.

Section 34. FURTHER PROCEDURES. The Chair of the Board, the Designated Financial Officer, and all other officers, employees, and agents of the University, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the Board, all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution, the Bonds, the sale and delivery of the Bonds and fixing all details in connection therewith, and to approve any Official Statement, or supplements thereto, in connection with the Bonds.

Section 35. PAYMENT OF ATTORNEY GENERAL FEE. The Board hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of each Series of the Bonds or (ii) \$9,500 per Series, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The Designated Financial Officer is hereby instructed to take the necessary measures to make this payment. The Board is also authorized to reimburse the appropriate funds for such payment from proceeds of the Bonds.

Section 36. REPEAL OF CONFLICTING RESOLUTIONS. All resolutions and all parts of any resolutions which are in conflict or inconsistent with this Resolution are hereby repealed and shall be of no further force or effect to the extent of such conflict or inconsistency.

Section 37. PERFECTION OF PLEDGE. Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the Pledged Revenues granted under Section 2 of this Resolution, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the Pledged Revenues under Section 2 of this Resolution is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the Board agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 38. BOND INSURANCE. In connection with the sale of the Bonds, the Board may obtain municipal bond insurance policies from a municipal bond insurer (each a "Bond Insurer") to guarantee the full and complete payment required to be made by or on behalf of the Board on some

or all of the Bonds as determined by the Designated Financial Officer. The Designated Financial Officer is hereby authorized to sign a commitment letter with the Insurer and to pay the premium for the bond insurance policies at the time of the delivery of the Bonds out of the proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as he or she may deem appropriate. Printing on Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to the Bond Insurer and the Designated Financial Officer, is hereby approved and authorized. The Award Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of the Bond Insurer(s), and any such provisions shall be read and interpreted as an integral part of this Resolution.

Section 39. PUBLIC NOTICE. It is hereby found and determined that each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of their respective meetings at which this Resolution was adopted, and that this Resolution would be introduced and considered for adoption at said meetings; and that said meetings were open to the public, and public notice of the time, place, and purpose of said meetings was given, all as required by Chapter 551, Texas Government Code.

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EXECUTED this 22nd day of April, 2013.

Chair, Board of Regents

Secretary, Board of Regents

EXHIBIT A**DEFINITIONS**

As used in this Resolution the following terms and expressions shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"*Annual Debt Service Requirements*" means, for any Fiscal Year, the principal of and interest on all Parity Obligations coming due at Maturity or Stated Maturity (or that could come due on demand of the owner thereof other than by acceleration or other demand conditioned upon default by the Board on such Debt, or be payable in respect of any required purchase of such Debt by the Board) in such Fiscal Year, and, for such purposes, any one or more of the following rules shall apply at the election of the Board:

(1) *Committed Take Out*. If the Board has entered into a Credit Agreement constituting a binding commitment within normal commercial practice to discharge any of its Funded Debt at its Stated Maturity (or, if due on demand, at any date on which demand may be made) or to purchase any of its Funded Debt at any date on which such Debt is subject to required purchase, all under arrangements whereby the obligation to repay the amounts advanced for such discharge or purchase constitutes Funded Debt, then the portion of the Funded Debt committed to be discharged or purchased shall be excluded from such calculation and the principal of and interest on the Funded Debt incurred for such discharging or purchase that would be due in the Fiscal Year for which the calculation is being made, if incurred at the Stated Maturity or purchase date of the Funded Debt to be discharged or purchased, shall be added;

(2) *Balloon Debt*. If the principal (including the accretion of interest resulting from original issue discount or compounding of interest) of any series or issue of Funded Debt due (or payable in respect of any required purchase of such Funded Debt by the Board) in any Fiscal Year either is equal to at least 25% of the total principal (including the accretion of interest resulting from original issue discount or compounding of interest) of such Funded Debt or exceeds by more than 50% the greatest amount of principal of such series or issue of Funded Debt due in any preceding or succeeding Fiscal Year (such principal due in such Fiscal Year for such series or issue of Funded Debt being referred to herein as "Balloon Debt"), the amount of principal of such Balloon Debt taken into account during any Fiscal Year shall be equal to the debt service calculated using the original principal amount of such Balloon Debt amortized over the Term of Issue on a level debt service basis at an assumed interest rate equal to the rate borne by such Balloon Debt on the date of calculation;

(3) *Consent Sinking Fund*. In the case of Balloon Debt (as defined in clause (2) above), if a Designated Financial Officer shall deliver to the Board an Officer's Certificate providing for the retirement of (and the instrument creating such Balloon Debt shall permit the retirement of), or for the accumulation of a sinking fund for (and the instrument creating such Balloon Debt shall permit the accumulation of a sinking fund for), such Balloon Debt

according to a fixed schedule stated in such Officer's Certificate ending on or before the Fiscal Year in which such principal (and premium, if any) is due, then the principal of (and, in the case of retirement, or to the extent provided for by the sinking fund accumulation, the premium, if any, and interest and other debt service charges on) such Balloon Debt shall be computed as if the same were due in accordance with such schedule, provided that this clause (3) shall apply only to Balloon Debt for which the installments previously scheduled have been paid or deposited to the sinking fund established with respect to such Debt on or before the times required by such schedule; and provided further that this clause (3) shall not apply where the Board has elected to apply the rule set forth in clause (2) above;

(4) *Prepaid Debt.* Principal of and interest on Parity Obligations, or portions thereof, shall not be included in the computation of the Annual Debt Service Requirements for any Fiscal Year for which such principal or interest are payable from funds on deposit or set aside in trust for the payment thereof at the time of such calculations (including without limitation capitalized interest and accrued interest so deposited or set aside in trust) with a financial institution acting as fiduciary with respect to the payment of such Debt;

(5) *Variable Rate.* As to any Parity Obligation that bears interest at a variable interest rate which cannot be ascertained at the time of calculation of the Annual Debt Service Requirement then, at the option of the Board, either (1) an interest rate equal to the average rate borne by such Parity Obligations (or by comparable debt in the event that such Parity Obligations has not been outstanding during the preceding 24 months) for any 24 month period ending within 30 days prior to the date of calculation, or (2) an interest rate equal to the 30-year Tax-Exempt Revenue Bond Index (as most recently published in The Bond Buyer), shall be presumed to apply for all future dates, unless such index is no longer published in The Bond Buyer, in which case an index of tax-exempt revenue bonds with maturities of at least 20 years which is published in a newspaper or journal with national circulation may be used for this purpose. If two Series of Parity Obligations which bear interest at variable interest rates, or one or more maturities within a Series, of equal par amounts, are issued simultaneously with inverse floating interest rates providing a composite fixed interest rate for such Parity Obligations taken as a whole, such composite fixed rate shall be used in determining the Annual Debt Service Requirement with respect to such Parity Obligations;

(6) *Guarantee.* In the case of any guarantee, as described in clause (2) of the definition of Debt, no obligation will be counted if the Board does not anticipate in its annual budget that it will make any payments on the guarantee. If, however, the Board is making payments on a guarantee or anticipates doing so in its annual budget, such obligation shall be treated as Parity Obligations and calculations of Annual Debt Service Requirements with respect to such guarantee shall be made assuming that the Board will make all additional payments due under the guaranteed obligation. If the entity whose obligation is guaranteed cures all defaults and the Board no longer anticipates making payments under the guarantee, the guaranteed obligations shall not be included in the calculation of Annual Debt Service Requirements;

(7) *Commercial Paper*. With respect to any Parity Obligations issued in the form of commercial paper with maturities not exceeding 270 days, the interest on such Parity Obligations shall be calculated in the manner provided in clause (5) of this definition and the maturity schedule shall be calculated in the manner provided in clause (2) of this definition; and

(8) *Credit Agreement Payments*. If the Board has entered into a Credit Agreement in connection with an issue of Debt, payments due under the Credit Agreement (other than payments for fees and expenses), for either the Board or the Credit Provider, shall be included in such calculation, except to the extent that the payments are already taken into account under (1) through (7) above and any payments otherwise included above under (1) through (7) which are to be replaced by payments under a Credit Agreement, from either the Board or the Credit Provider, shall be excluded from such calculation.

With respect to any calculation of historic data, only those payments actually made in the subject period shall be taken into account in making such calculation and, with respect to prospective calculations, only those payments reasonably expected to be made in the subject period shall be taken into account in making the calculation.

"*Annual Direct Obligation*" means the amount budgeted each Fiscal Year by the Board with respect to each Participant in the Financing System to satisfy said Participant's proportion of debt service (calculated based on said Participant's Direct Obligation) due by the Board in such Fiscal Year on Outstanding Parity Obligations.

"*Annual Obligation*" means, with respect to each Participant in the Financing System and for each Fiscal Year, said Participant's Annual Direct Obligation plus the amount budgeted by the Board for such Fiscal Year to allow said Participant to retire its obligation for advances made to it by the Board in the management of the Financing System to satisfy part or all of a previous Annual Direct Obligation payment.

"*Authorized Denomination*" shall have the meaning ascribed to said term in Section 10 of this Resolution.

"*Award Certificate*" means each certificate executed by the Designated Financial Officer in connection with each Series of Bonds that establishes the terms of the series of Bonds issued pursuant to Section 10 of this Resolution.

"*Board*" means the Board of Regents of Stephen F. Austin State University, acting as the governing body of the University, or any successor thereto.

"*Bond Counsel*" means McCall, Parkhurst & Horton L.L.P., or such other firm of attorneys of nationally recognized standing in the field of law relating to municipal revenue bonds selected by the Board.

"*Bond Insurer*" means the provider of a municipal bond insurance policy for all or a portion of a Series of Bonds in accordance with Section 37 of this Resolution.

"*Bondholder*" or "*Owner*" means the registered owner of any Parity Obligation registered as to ownership and the holder of any Parity Obligation payable to bearer.

"*Bonds*" means one or more Series of the Bonds designated in Section 9 of this Resolution, and all substitute bonds exchanged therefor, and all other substitute and replacement bonds issued pursuant to this Resolution; and the term "Bond" means any of the Bonds.

"*Business Day*" means any day which is not a Saturday, Sunday, legal holiday, or a day on which banking institutions in The City of New York, New York or in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close.

"*Credit Agreement*" means, collectively, a loan agreement, revolving credit agreement, agreement establishing a line of credit, letter of credit, reimbursement agreement, insurance contract, commitments to purchase Parity Obligations, purchase or sale agreements, interest rate swap agreements, currency exchange agreements, interest rate floor or cap agreements, or commitments or other contracts or agreements authorized, recognized and approved by the Board as a Credit Agreement in connection with the authorization, issuance, security, or payment of Parity Obligations and on a parity therewith.

"*Credit Provider*" means any bank, financial institution, insurance company, surety bond provider, or other entity which provides, executes, issues, or otherwise is a party to or provider of a Credit Agreement.

"*DTC*" means The Depository Trust Company, New York, New York, or any successor securities depository.

"*DTC Participant*" means the securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants.

"*Debt*" means all:

(1) indebtedness incurred or assumed by the Board for borrowed money (including indebtedness arising under Credit Agreements) and all other financing obligations of the Board that, in accordance with generally accepted accounting principles, are shown on the liability side of a balance sheet;

(2) all other indebtedness (other than indebtedness otherwise treated as Debt hereunder) for borrowed money or for the acquisition, construction, or improvement of property or capitalized lease obligations that is guaranteed, directly or indirectly, in any

manner by the Board, or that is in effect guaranteed, directly or indirectly, by the Board through an agreement, contingent or otherwise, to purchase any such indebtedness or to advance or supply funds for the payment or purchase of any such indebtedness or to purchase property or services primarily for the purpose of enabling the debtor or seller to make payment of such indebtedness, or to assure the owner of the indebtedness against loss, or to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether or not such property is delivered or such services are rendered), or otherwise; and

(3) all indebtedness secured by any mortgage, lien, charge, encumbrance, pledge or other security interest upon property owned by the Board whether or not the Board has assumed or become liable for the payment thereof.

For the purpose of determining the "Debt" of the Board, there shall be excluded any particular Debt if, upon or prior to the Maturity thereof, there shall have been deposited with the proper depository (a) in trust the necessary funds (or investments that will provide sufficient funds, if permitted by the instrument creating such Debt) for the payment, redemption, or satisfaction of such Debt or (b) evidence of such Debt deposited for cancellation; and thereafter it shall not be considered Debt. No item shall be considered Debt unless such item constitutes indebtedness under generally accepted accounting principles applied on a basis consistent with the financial statements prepared by or for the benefit of the Board in prior Fiscal Years.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the Board adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Board adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent and (iv) any other then authorized securities or obligations under applicable state law in existence at the time of such defeasance that may be used to defease obligations such as the Bonds.

"Designated Financial Officer" means the Vice President for Finance and Administration of the University, or such other official of the University appointed by the Board to carry out the functions of the Vice President for Finance and Administration specified herein.

"Designated Trust Office" shall have the meaning ascribed to said term in Section 12(b) of this Resolution.

"*Direct Obligation*" means the proportionate share of Outstanding Parity Obligations attributable to and the responsibility of each Participant in the Financing System.

"*Federal Securities*" as used herein means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

"*Fiscal Year*" means the fiscal year of the Board which currently ends on August 31 of each year.

"*Funded Debt*" means all Parity Obligations that mature by their terms (in the absence of the exercise of any earlier right of demand), or are renewable at the option of the Board to a date, more than one year after the original creation, assumption, or guarantee of such Debt by the Board.

"*IRS Code*" means the Internal Revenue Code of 1986, as amended.

"*Maturity*", when used with respect to any Debt, means the date on which the principal of such Debt or any installment thereof becomes due and payable as therein provided, whether at the Stated Maturity thereof or by declaration of acceleration, call for redemption, or otherwise.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Non-Recourse Debt*" means any Debt secured by a lien (other than a lien on Pledged Revenues), liability for which is effectively limited to the property subject to such lien with no recourse, directly or indirectly, to any other property of the Board attributable to the Financing System; provided, however, that such Debt is being incurred in connection with the acquisition of property only, which property is not, at the time of such occurrence, owned by the Board and being used in the operations of a Participant.

"*Officer's Certificate*" means a certificate executed by the Designated Financial Officer.

"*Opinion of Counsel*" means a written opinion of counsel, which counsel shall be acceptable to the Board.

"*Outstanding*" when used with respect to Parity Obligations means, as of the date of determination, all Parity Obligations theretofore delivered under this Resolution and any resolution hereafter adopted authorizing the issuance of Parity Obligations, except:

(1) Parity Obligations theretofore cancelled and delivered to the Board or delivered to the Paying Agent or the Registrar for cancellation;

(2) Parity Obligations deemed paid pursuant to the provisions of Section 19 of this Resolution or any comparable section of any resolution hereafter adopted authorizing the issuance of Parity Obligations;

(3) Parity Obligations upon transfer of or in exchange for and in lieu of which other Parity Obligations have been authenticated and delivered pursuant to this Resolution; and

(4) Parity Obligations under which the obligations of the Board have been released, discharged, or extinguished in accordance with the terms thereof;

provided, however, that, unless the same is acquired for purposes of cancellation, Parity Obligations owned by the Board shall be deemed to be Outstanding as though it was owned by any other owner.

"Outstanding Principal Amount" means, with respect to all Parity Obligations or to a series of Parity Obligations, the outstanding and unpaid principal amount of such Parity Obligations paying interest on a current basis and the outstanding and unpaid principal and compounded interest on such Parity Obligations paying accrued, accreted, or compounded interest only at maturity as of any Record Date established by a Registrar in connection with a proposed amendment of this Resolution.

"Parity Obligations" means all Debt of the Board which may be issued or assumed in accordance with the terms of this Resolution and any resolution authorizing the issuance of Debt on a parity with the Bonds, secured by a pledge of the Pledged Revenues subject only to the liens securing Prior Encumbered Obligations. For purposes of this definition, the Previously Issued Parity Obligations and the Bonds constitute Parity Obligations.

"Participant in the Financing System" and *"Participant"* means each of the agencies, institutions and branches of the University and such agencies, institutions and branches hereafter designated by the Board to be a participant in the Financing System. Currently, the University is the only Participant in the Financing System.

"Paying Agent/Registrar", *"Paying Agent"* or *"Registrar"* means each of the agents (one or more) appointed pursuant to Section 12 of this Resolution, or any successor to any such agent.

"Pledged Revenues" means, subject to the provisions of the Prior Encumbered Obligations, the Revenue Funds, including all of the funds and balances now or hereafter lawfully available to the Board and derived from or attributable to any Participant of the Financing System which are lawfully available to the Board for payments on Parity Obligations; provided, however, that the following shall not be included in Pledged Revenues unless and to the extent set forth in a resolution authorizing the issuance of Parity Obligations: (a) amounts received by the University under Article VII, Section 17 of the Constitution of the State of Texas, including the income therefrom and any fund balances relating thereto; and (b) except to the extent so specifically appropriated, general revenue funds appropriated to the Board by the Legislature of the State of Texas.

"Potential Refunded Bonds" means the outstanding Previously Issued Parity Obligations previously issued by or on behalf of the Board.

"Previously Issued Parity Obligations" means the Parity Obligations previously issued by or on behalf of the Board payable from the same source as the Bonds that remain Outstanding.

"*Prior Encumbered Obligations*" means those outstanding bonds or other obligations of an institution which becomes a Participant of the Financing System after the date of adoption of this Resolution, which are secured by a lien on and pledge of the Prior Encumbered Revenues charged and collected at such institution or agency, and any other bonds or other obligations secured by revenues which are hereafter designated by the Board as a Pledged Revenue.

"*Prior Encumbered Revenues*" means (i) the revenues pledged to the payment of Prior Encumbered Obligations of the University and (ii) the revenues of any revenue producing system or facility of an institution or agency which hereafter becomes a Participant of the Financing System and which are pledged to the payment of bonds or other obligations outstanding on the date such institution or agency becomes a Participant of the Financing System.

"*Prior Resolutions*" means the resolutions adopted by the Board authorizing the issuance of the Previously Issued Parity Obligations.

"*Record Date*" means, with respect to each Series of the Bonds, the business day of each month as set forth in the Award Certificate.

"*Refunded Bonds*" means the Potential Refunded Bonds refunded by each Series of the Bonds.

"*Registration Books*" means the books or records relating to the registration, payment, and transfer or exchange of the Bonds maintained by the Paying Agent/Registrar pursuant to Section 12 of this Resolution.

"*Resolution*" means this Resolution authorizing the sale of the Bonds.

"*Revenue Financing System*" or "*Financing System*" means the "Stephen F. Austin State University Revenue Financing System", currently for the benefit of the University, and such other institutions and agencies now or hereafter under the control or governance of the Board, and made a Participant of the Revenue Financing System by specific action of the Board.

"*Revenue Funds*" means the "revenue funds" of the Board (as defined in Section 55.01 of the Texas Education Code to mean the revenues, incomes, receipts, rentals, rates, charges, fees, grants, and tuition levied or collected from any public or private source by an institution of higher education, including interest or other income from those funds) derived by the Board from the operations of each of the Participants. The term "Revenue Funds" does not include, with respect to each series or issue of Parity Obligations, any tuition, rentals, rates, fees, or other charges attributable to any student in a category which, at the time of the adoption by the Board of a resolution relating to such Parity Obligations, is exempt by law or by the Board from paying such tuition, rentals, rates, fees, or other charges.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Series" means any designated series or subseries of Bonds issued pursuant to this Resolution.

"Series 2004 Bonds" means the Board of Regents of Stephen F. Austin State University Revenue Financing System, Texas Public Finance Authority Revenue Bonds, Series 2004, issued in the original aggregate principal amount of \$26,030,000.

"Series 2005A Bonds" means the Board of Regents of Stephen F. Austin State University Revenue Financing System, Texas Public Finance Authority Revenue Bonds, Series 2005, issued in the aggregate principal amount of \$55,365,000.

"*Stated Maturity*" when used with respect to any Debt or any installment of interest thereon means any date specified in the instrument evidencing or authorizing such Debt or such installment of interest as a fixed date on which the principal of such Debt or any installment thereof or the fixed date on which such installment of interest is due and payable.

"*Subordinated Debt*" means any Debt which expressly provides that all payments thereon shall be subordinated to the timely payment of all Parity Obligations then Outstanding or subsequently issued.

"*Taxable Bonds*" means each Series of Bonds bearing interest at a taxable rate.

"*Tax-Exempt Bonds*" means each Series of Bonds bearing interest which is excludable from gross income for federal taxation purposes pursuant to Section 103 of the IRS Code.

"*Term of Issue*" means with respect to any Balloon Debt, including, without limitation, commercial paper, a period of time equal to the greater of (i) the period of time commencing on the date of issuance of such Balloon Debt and ending on the final maturity date of such Balloon Debt or the maximum maturity date in the case of commercial paper or (ii) twenty-five years.

"*University*" means Stephen F. Austin State University, together with every other agency or general academic institution or branch thereof now or hereafter operated by or under the jurisdiction of the Board acting for and on behalf of Stephen F. Austin State University pursuant to law.

EXHIBIT B
FORM OF BONDS

UNITED STATES OF AMERICA
STATE OF TEXAS
BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY REVENUE
FINANCING SYSTEM REVENUE REFUNDING BONDS, SERIES 20__*

NO. R-__			PRINCIPAL AMOUNT \$ _____
<u>INTEREST RATE*</u>	<u>MATURITY DATE*</u>	<u>[BOND DATE] [ISSUANCE DATE]*</u>	<u>CUSIP</u>

REGISTERED OWNER:

PRINCIPAL AMOUNT: **DOLLARS**

ON THE MATURITY DATE specified above, the BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY (the "Board"), being an agency and political subdivision of the State of Texas, hereby promises to pay to the Registered Owner, specified above, or the registered assignee hereof (either being hereinafter called the "registered owner") the principal amount, specified above, and to pay interest thereon, calculated on the basis of a 360-day year composed of twelve 30-day months, from the [Bond Date][Issuance Date], specified above, to the Maturity Date, specified above, at the interest rate per annum, specified above; with interest being payable on _____*, and semiannually on each _____* and _____* thereafter, except that if the date of authentication of this Bond is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date.

* As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges, solely from funds of the Board required by the resolution authorizing the issuance of the Bonds to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity at the designated corporate trust office in _____*, Texas (the "Designated Trust Office") of _____*, which is the initial "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check, dated as of such interest payment date, and such check shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at the address of the registered owner, as it appeared on the last business day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described; provided, that upon the written request of any owner of not less than \$1,000,000 in principal amount of Bonds provided to the Paying Agent/Registrar not later than the Record Date immediately preceding an interest payment date, interest due on such Bonds on such interest payment date shall be made by wire transfer to any designated account within the United States of America. In addition, interest may be paid by such other method acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner hereof. The Bond Resolution (hereinafter defined) contains covenants for the benefit of the registered owner of this Bond that on or before each principal payment date and interest payment date for this Bond, the amounts required to provide for the payment, when due, in immediately available funds, of all principal of and interest on the Bonds will be made available to the Paying Agent/Registrar. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined by a book entry at a securities depository for the Bonds, payments made to the securities depository, or its nominee, shall be made in accordance with arrangements between the Board and the securities depository. All Bonds of this Series are issuable solely as fully registered bonds, without interest coupons in the denomination of any integral multiple of \$5,000 (an "Authorized Denomination"). Terms used herein and not otherwise defined have the meaning given in the Bond Resolution (hereinafter defined).

THIS BOND is one of a Series of Bonds, dated as of _____, 201_*, authorized in accordance with the Constitution and laws of the State of Texas in the aggregate principal amount of \$_____*, issued pursuant to a resolution adopted by the Board on April 22, 2013, (the "Bond Resolution"), **FOR THE PURPOSE OF (i) REFUNDING ALL OR A PORTION OF THE POTENTIAL REFUNDED BONDS AND (ii) PAYING THE COSTS OF ISSUANCE OF THE BONDS.**

* As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

ON _____, 20__*, or on any date thereafter, the Bonds of this Series maturing on and after _____, 20__* may be redeemed prior to their scheduled maturities, by the Board, with funds derived from any available and lawful source, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the Board, and if less than all of a maturity is to be redeemed the Registrar shall determine by lot the Bonds, or portions thereof within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in integral multiples of \$5,000 of principal amount); provided, that during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and such interest rate shall be selected in accordance with the arrangements between the Board and the securities depository.

THE BONDS maturing on _____, 20__* are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date:

Bonds Maturing _____, 20__*	
Redemption Date	Principal Amount
_____, 20__	\$ _____
_____, 20__	_____ †

†Final Maturity

THE PRINCIPAL AMOUNT of the Term Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the Board by the principal amount of any Term Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the Board, at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the Board at a price not exceeding the principal amount of the Term Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.

AT LEAST 30 calendar days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying

* As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

Agent/Registrar by United States mail, first-class postage prepaid, to (i) the registered owner of each Bond to be redeemed at its address as it appeared on the Registration Books on the 45th calendar day prior to such redemption date and (ii) major securities depositories and bond information services. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions for which such payment is made, all as provided above. If such written notice of redemption is effected and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed, a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any authorized denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Board, all as provided in the Bond Resolution.

WITH RESPECT TO any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Bond Resolution have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the Board, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Board shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city of New York, New York, or in the city where the Designated Trust Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND OR ANY PORTION OR PORTIONS HEREOF IN ANY AUTHORIZED DENOMINATION may be assigned and shall be transferred only in the Registration Books kept by the Paying Agent/Registrar acting in the capacity of registrar for the Bonds, upon the terms and conditions set forth in the Bond Resolution. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any

authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be transferred and registered. The form of Assignment printed or endorsed on this Bond shall be executed by the registered owner or its duly authorized attorney or representative, to evidence the assignment hereof. A new Bond or Bonds payable to such assignee or assignees (which then will be the new registered owner or owners of such new Bond or Bonds), or to the previous registered owner in the case of the assignment and transfer of only a portion of this Bond, may be delivered by the Paying Agent/Registrar in exchange for this Bond, all in the form and manner as provided in the next paragraph hereof for the exchange of other Bonds. The Board shall pay the Paying Agent/Registrar's fees and charges, if any, for making such transfer or exchange as provided below, but the one requesting such transfer or exchange shall pay any taxes or other governmental charges required to be paid with respect thereto. The Paying Agent/Registrar shall not be required to make transfers of registration or exchange of this Bond or any portion hereof during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date. The registered owner of this Bond shall be deemed and treated by the Board and the Paying Agent/Registrar as the absolute owner hereof for all purposes, including payment and discharge of liability upon this Bond to the extent of such payment, and, to the extent permitted by law, the Board and the Paying Agent/Registrar shall not be affected by any notice to the contrary.

AS PROVIDED IN THE BOND RESOLUTION, this Bond, or any unredeemed portion hereof, may, at the request of the registered owner or the assignee or assignees hereof, be exchanged for a like aggregate principal amount of fully registered bonds, without interest coupons, payable to the appropriate registered owner, assignee, or assignees, as the case may be, having the same maturity date, in the same form, and bearing interest at the same rate, in any Authorized Denomination as requested in writing by the appropriate registered owner, assignee, or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Resolution.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering, or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Board, resigns, or otherwise ceases to act as such, the Board has covenanted in the Bond Resolution that it promptly will appoint a competent and legally qualified substitute therefor, and promptly will cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; that the Series of Bonds of which this Bond is one constitute Parity Obligations under the Bond Resolution; and that the interest on and principal of this Bond, together with the other Bonds of this Series and the other

outstanding Parity Obligations are equally and ratably secured by and payable from a lien on and pledge of the Pledged Revenues, subject only to the provisions of, and the lien on and pledge of certain Pledged Revenues to, the Prior Encumbered Obligations.

THE BOARD has reserved the right, subject to the restrictions referred to in the Bond Resolution, (i) to issue additional Parity Obligations which also may be secured by and made payable from a lien on and pledge of the aforesaid Pledged Revenues, in the same manner and to the same extent as this Bond, and (ii) to amend the provisions of the Bond Resolution under the conditions provided in the Bond Resolution.

NEITHER THE State of Texas, the Board, nor any other agency, political corporation, or political subdivision of the State of Texas is obligated to pay the principal of or interest on the Bonds, other than as provided herein and in the Bond Resolution. Neither the faith and credit nor the taxing power of the State of Texas, nor any agency, political corporation or political subdivision of the State of Texas is pledged to the payment of the principal of or interest on the Bonds.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Resolution, agrees to be bound by such terms and provisions, acknowledges that the Bond Resolution is duly recorded and available for inspection in the official minutes and records of the Board, and agrees that the terms and provisions of this Bond and the Bond Resolution constitute a contract between each registered owner hereof and the Board.

IN WITNESS WHEREOF, in accordance with the terms of the Bond Resolution, this Bond has been signed with the manual or facsimile signature of the Chair of the Board and countersigned with the manual or facsimile signature of the Secretary of the Board, and the official seal of Stephen F. Austin State University has been duly impressed, or placed in facsimile, on this Bond.

Secretary, Board of Regents of
Stephen F. Austin State University

Chair, Board of Regents of
Stephen F. Austin State University

(BOARD SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been issued under the provisions of the Bond Resolution described in this Bond; and that this Bond has been issued in conversion of and exchange for or replacement of a bond, bonds, or a portion of a bond or bonds of an issue which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Paying Agent/Registrar

Dated:

Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common
TEN ENT -- as tenants by the entireties
JT TEN -- as joint tenants with right
of survivorship and not as
tenants in common

UNIF GIFT MIN ACT--

_____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to
Minors Act _____
(State)

Additional abbreviations may also be used though not in the above list.

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

Please insert Social Security or
Other Identification Number of Assignee

/ _____ /

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitutes and appoints _____
to transfer said Bond on the books kept for registration thereof with full power of substitution in the
premises.

Dated: _____

Signature Guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the
face of the within Bond in every particular, without alteration or enlargement or any change
whatever; and

NOTICE: Signature(s) must be guaranteed by the Securities Transfer Association signature
guarantee program.

**FORM OF REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS TO ACCOMPANY
_____ THE INITIAL BOND**

COMPTROLLER'S REGISTRATION CERTIFICATE

REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by
the Attorney General of the State of Texas, and that this Bond has been registered by the
Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this

Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

INSERTIONS FOR THE INITIAL BOND

The initial Bond shall be in the form set forth in this Exhibit, except that:

A. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"ON THE MATURITY DATE SPECIFIED ABOVE, the BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY (the "Board"), being an agency and political subdivision of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on _____* in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Principal</u>	<u>Maturity</u>	<u>Interest</u>
<u>Amount</u>	<u>()</u>	<u>Rate</u>

(Information from the Award Certificate of the Designated Financial Officer to be inserted)

The Board promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____, 20__* at the respective Interest Rate per annum specified above. Interest is payable on _____, 20__* and semiannually on each _____* and _____* thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The initial Bond shall be numbered "T-1"

*As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

EXHIBIT C

DESCRIPTION OF ACCOUNTING PRINCIPLES

The financial statements of Stephen F. Austin University will be prepared in accordance with the Texas Comptroller of Public Accounts' Annual Financial Reporting Requirements, and follow to the extent practical, the AICPA Industry Audit Guide Audits of Colleges and Universities, 1973, as amended by AICPA Statement of Position (SOP) 74 8, Financial Accounting and Reporting by Colleges and Universities, or such other accounting principles as the Board may be required to employ from time to time pursuant to state law or regulation.

Report to the Board of Regents – April 2013
 Grants¹ awarded between December 8, 2012 and March 20, 2013

Total New Current Year Awards (this period) – as of March 20, 2013	
Subtotal direct federal	\$ 0
Subtotal federal pass-through	\$ 4,616
Subtotal state and state pass-through	\$ 0
Subtotal private entity and local government	\$ 151,324
TOTAL	\$ 155,940
Total awards (all years) for new awards (this period)	\$ 176,853
Total awards (all years) for continuing grants (this period)	\$ 138,737
Total financial aid awards (this period)	
Subtotal state and state pass-through	\$ 1,056,000
Total financial aid awards	\$1,056,000

Direct Federal Awards

Subtotal Current Year Awards (this report) = \$0
Subtotal New Direct Federal Awards (total award) = \$0

Federal Pass Through

***East Texas Math Teachers' Circle: Pilot Sessions**

FY 2013 Award: \$2,000
 Total Award: \$2,000 (Memorandum of Understanding)
 Sponsor: Mathematical Sciences Research Institute (US Dept. of Defense)
 Term: *(this action)* September 1, 2012 – May 15, 2013
 Description: *Funds will help support the East Texas Math Circle, a professional development activity for regional grade 6-8 math teachers designed to help improve their teaching skills. P/ID: Dr. Jane Long, Department of Mathematics and Statistics*

Previously Described Awards

Collaborative Research: UTMOST Test Site Institute

FY 2013 Award: \$2,000 *(additional award)* Total Award: \$6,000

Returning Veterans Continuing Education Program

FY 2013 Award: \$500 *(additional award)* Total Award: \$3,400

Texas Undergraduate Mathematics Conference

FY 2013 Award: \$116 *(additional award)* Total Award: \$3,076

**New awards*

¹For purposes of this report, the term grant refers to awards in the form of grants, contracts, and other types of agreements from external sponsors. It does not include non-grant scholarships, or gifts. Federal and state financial aid awards listed are not included in grant totals. Prepared by the Office of Research & Sponsored Programs

Report to the Board of Regents – April 2013
 Grants¹ awarded between December 8, 2012 and March 20, 2013

Subtotal Current Year Awards (this report) = \$4,616
Subtotal New Federal Pass-through Awards (total award) = \$2,000

State and State Pass-through Awards

Subtotal Current Year Awards (this report) = \$0
Subtotal New State and State Pass-through Awards (total award) = \$0

State Pass-through Financial Aid

Top Ten Percent Scholarship Program

FY 2013 Amount: \$826,000 (financial aid E&G funds)
 Agency: Texas Higher Education Coordinating Board
 Description: *This program is designed to encourage students to go to college in Texas by awarding scholarships to needy students who graduate in the top 10 percent of their high school graduating class. **Manager:** Michael O’Rear, Financial Aid*

TEXAS Grant Program

FY 2013 Amount: \$230,000 (additional award) \$5,771,667 Total Award (financial aid E&G funds)
 Agency: Texas Higher Education Coordinating Board
 Description: *This program is designed to help close the gaps in participation and success by awarding scholarships to needy students who complete either the Recommended or Advanced High School Programs. **Manager:** Michael O’Rear, Financial Aid*

Subtotal Current Year Awards (this report) = \$1,056,000
State Pass-through Financial Aid (total award) = \$6,597,667

Private Entity and Local Government Awards

****Pine Plantations on Reclaimed Minelands: Site Index, Allometry, and Carbon Sequestration in Woody Biomass***

FY 2013 Award: \$43,306
 Total Award: \$126,913 (Grant)
 Sponsor: Luminant Environmental Research Program
 Term: *(this action)* January 1, 2013 – December 31, 2014
 Description: The purpose of this award is to provide funding for an environmental research fellow to characterize reclaimed minelands in order to improve managers’ ability to assess the productivity of pine plantations, and to optimize prescribed thinning regimes leading to healthier forests. **PI/PD:** Dr. Jeremy Stovall, School of Forestry

**New awards*

¹For purposes of this report, the term grant refers to awards in the form of grants, contracts, and other types of agreements from external sponsors. It does not include non-grant scholarships, or gifts. Federal and state financial aid awards listed are not included in grant totals. Prepared by the Office of Research & Sponsored Programs

Report to the Board of Regents – April 2013
Grants¹ awarded between December 8, 2012 and March 20, 2013

***Texas Legislative Internship Program**

FY 2013 Award: \$35,000
 Total Award: \$35,000 (Grant)
 Sponsor: Beaumont Foundation
 Term: *(this action)* January 1, 2013 – August 31, 2013
 Description: *The purpose of this award is to fund five legislative internships for SFA students during the 83rd Texas Legislative session as a means of encouraging public service. PI/PD: Dr. Kenneth Collier, Department of Government*

***A New Alternative: Transportable Digital Portfolios**

FY 2013 Award: \$10,000
 Total Award: \$10,000 (Grant)
 Sponsor: PAVE – Planning and Visual Education Partnership
 Term: *(this action)* November 30, 2012 - November 29, 2013
 Description: *This award is to be used toward the purchase of computer equipment and software, matched by funds from with university, to allow interior design and merchandising students to develop digital portfolios that can then be shown to potential employers and exhibited at conferences and other venues. PI/PD: Dr. Sally Anne Swearingen, School of Human Sciences*

***Shady Grove Cemetery Mapping Project Phase I**

FY 2013 Award: \$2,440
 Total Award: \$2,440 (Contract)
 Sponsor: Shady Grove Cemetery Association
 Term: *(this action)* February 1, 2013 – May 15, 2013
 Description: *The purpose of this contract is to provide access to the cemetery and the most current internment records to support mapping of the cemetery. PI/PD: Dr. Darrell McDonald, Department of Social and Cultural Analysis, Center for Regional Heritage Research*

***Archery Equipment**

FY 2013 Award: \$500
 Total Award: \$500 (Grant)
 Sponsor: National Archery in the Schools Program
 Term: *(this action)* December 012 2012 – August 31, 2013
 Description: *These funds are for the purchase of additional archery equipment for use in public outdoor education classes, and after-school and summer camp programs. PI/PD: Elyce Rodewald, Department of Agriculture, SFA Gardens*

***New awards**

¹*For purposes of this report, the term grant refers to awards in the form of grants, contracts, and other types of agreements from external sponsors. It does not include non-grant scholarships, or gifts. Federal and state financial aid awards listed are not included in grant totals. Prepared by the Office of Research & Sponsored Programs*

Report to the Board of Regents – April 2013
Grants¹ awarded between December 8, 2012 and March 20, 2013

Previously Described Awards

Establishing Earthworms on Reclaimed Lignite Mine soils in East Texas

FY 2013 Award: \$60,078 (*additional award*) Total Award: \$126,261

Subtotal Current Year Awards (this report) = \$151,324

Subtotal New Private and Local Government Awards (total award) = \$174,853

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

*New awards

¹For purposes of this report, the term grant refers to awards in the form of grants, contracts, and other types of agreements from external sponsors. It does not include non-grant scholarships, or gifts. Federal and state financial aid awards listed are not included in grant totals. Prepared by the Office of Research & Sponsored Programs

**Policies for Board Review
April 23, 2013**

Policy Name	Policy Number	BOR Cte	Action/Change	Page Number
Academic and Professional Qualifications	A-49	ASA	Requirements established by accrediting bodies and state agencies	P-3
Academic Freedom and Responsibility	A-2.5	ASA	Clarifying language	P-5
Access to Secure Computing Facilities	F-32	B&G	Reorganization of content	P-7
Active Military Service	A-74	ASA	Title changed; minor wording changes	P-11
Add/Drop	A-5	ASA	Title changed; minor wording changes and updates	P-13
Administrative Systems Software Changes	F-36	ASA	Minor wording changes	P-15
Campus Programs for Minors	D-59 NEW	B&G	New policy	P-17
Communication Services	F-29	B&G	Title changed; minor wording changes and updates	P-21
Computer Equipment Purchases	C-8	F&A	Policy to be deleted	P-23
Curation of Archaeological Collections	A-75	ASA	Reviewed with no changes	P-24
Delegated Purchasing Authority	C-10	F&A	Definitions clarified	P26
Discretionary Use of University Funds	C-64 NEW	F&A	New policy	P-29
Distribution of Payroll	C-12	F&A	Added information on payment for vacation/comp time upon separation of employee	P-30
E-mail for University Communication	F-41	ASA	Title changed; mechanism for forwarding email to other accounts eliminated	P-32
Emeritus	E-14A	ASA	Minor wording changes	P-34
Employee Enrolling for Courses	E-16	ASA	Reviewed with no changes	P-37
Family and Medical Leave	E-58	ASA	Reorganization of content; updates	P-38
Gifts, Prizes and Awards	C-58	F&A	Items valued over \$100 must be reported to controller's office	P-45
Grievance and Appeals	E-25N	ASA	Form available from Human Resources	P-52

Policy Name	Policy Number	BOR Cte	Action/Change	Page Number
Human Research Subjects Protection	A-62	ASA	Reorganization of content; responsibilities clarified	P-58
Investments – Endowment Funds	C-41.A	F&A	‘A’ ratings changed to ‘BBB’; added municipal investments	P-65
Items Requiring Board of Regents Approval	D-20.5	F&A	Further definition of routine items not requiring approval	P-75
Kennedy Auditorium Reservation and Use	B-16	B&G	Prior walk-through with check list required; groups may charge fee for event	P-79
New Employee Orientation	E-33.1	ASA	Four previous sessions combined into two	P-80
News Releases	F-20	ASA	Minor changes; title updates	P-82
Parking and Traffic Regulations	D-24	ASA	Minor changes and updates	P-83
Photographic Reprints	F-22	ASA	Minor changes; title updates	P-112
Printing Services	F-23	ASA	Title changed; minor wording changes and updates	P-113
Property Inventory and Management	C-42	F&A	Minor procedural and title updates	P-114
Property Liability	B-34	F&A	All employees will sign policy liability acknowledgement	P-124
Student Organization Formation and Recognition	F-14	ASA	Required risk management training added; title updates	P-126
Transfer Admission	A-44	ASA	Title changed; information concerning transfer credits added	P-130
Transfer Credits	A-45	ASA	Policy to be deleted; content incorporated into Policy A-44	P-133
University Letterhead	D-37	ASA	Minor changes; title updates	P-135
University Publications	D-39	ASA	Minor changes; title updates	P-136
University Web Calendar	F-19	ASA	Each department will designate a contact person	P-138

Academic and Professional Qualifications (A-49)

Original Implementation: April 20, 1999

Last Revision: ~~April 20, 2010~~ April 23, 2013

The selection, development, and retention of competent faculty ~~at all academic levels are essential of major importance in-to providing~~ provide students an *high quality education of the highest quality*. *Stephen F. Austin State University will follow requirements established by accrediting bodies and state agencies.*

Full-time and part-time faculty members teaching credit-earning courses leading toward the baccalaureate degree, other than activity courses, must normally have completed at least 18 graduate semester hours in the content discipline and, at a minimum, hold a master's degree from an accredited institution.

Each faculty member teaching courses at the master's degree level must normally hold a terminal degree from an accredited institution, usually the earned doctorate, in the content or related discipline. A master's degree in the content discipline coupled with a doctoral degree in a related discipline may be appropriate. It is the responsibility of the academic unit to justify the master's degree, or master's in the content discipline coupled with a related doctorate, as the terminal degree for faculty members teaching in those disciplines. All faculty members teaching courses at the doctoral degree level must normally hold a terminal degree from an accredited institution in the content or related discipline. ~~Graduate teaching assistants who have primary responsibility for teaching a course for credit and for assigning final grades must have earned at least 18 graduate semester hours in the content discipline, be under the direct supervision of a faculty member experienced in the content discipline, and be evaluated periodically within the academic unit.~~

Outstanding professional experience and demonstrated contributions to the content discipline may be presented in lieu of formal academic qualifications. In rare cases, graduate faculty ~~may be utilized~~ who have demonstrated exceptional scholarly or creative activity, or professional experience, but who may not possess the required academic credentials *may be considered*.

Graduate teaching assistants who have primary responsibility for teaching a course for credit and for assigning final grades must have earned at least 18 graduate semester hours in the content discipline, be under the direct supervision of a faculty member experienced in the content discipline, and be evaluated periodically within the academic unit.

Appropriate documentation and justifications must be provided by the academic unit. Appropriate documentation includes official transcripts and, if applicable for demonstrating competence, official documentation of professional and work experience, technical and performance competency, records of publications, certifications, and other

qualifications. All such documentation must be kept current and on file in the Office of the Provost and Vice President for Academic Affairs.

Cross Reference: Faculty Handbook; ~~and~~ Southern Association of Colleges and Schools; Policy E-73, Terminal Degree (E-73).

Responsible for Implementation: Provost and Vice President for Academic Affairs

Contact for Revision: Provost and Vice President for Academic Affairs

Forms: ~~None~~ Faculty Credential Certification

Board Committee Assignment: *Academic and Student Affairs*

Academic Freedom and Responsibility (A-2.5)

Original Implementation: August 1, 2000

Last Revision: ~~April 20, 2010~~ April 23, 2013

Institutions of higher education are operated for the common good, which depends upon requiring an uninhibited search for truth and its open expression. Hence, it is essential that all ~~F~~faculty have ~~members~~ legally protected rights and privileges. They are free to pursue scholarly inquiry without undue restriction, and to voice and publish individual conclusions concerning the significance of evidence that they consider relevant. All ~~F~~faculty ~~members~~ must be free from the ~~corrosive~~ fear that others, inside or outside the university community, may threaten their professional careers or the material benefits accruing from it.

Faculty ~~members~~ are entitled to freedom in the classroom ~~in to~~ discussing relevant topics. ~~and are expected not to~~ Topics introduced ~~matters which have no~~ in the classroom should be ~~relation~~ related to the ~~classroom~~ course subject. Faculty ~~members~~ must be free from institutional censorship or retribution when speaking, writing, or acting in a public capacity. ~~and, in such instances,~~ Faculty should make it clear that they are not speaking for the institution. Even in public discourse, however, faculty ~~members~~ should adhere to principles of academic responsibility.

The concept of academic freedom for faculty must be accompanied by an equally demanding concept of academic responsibility to the institution, profession, students, and society at large. The legally protected rights and privileges of faculty members impose the reciprocal assumption of certain *principles of academic* responsibilities, including the following

1. ~~The fundamental responsibilities of faculty members as teachers and scholars include~~ Maintaining competence in their fields of specialization and professional behavior. ~~These responsibilities extend to~~ Evidence of this competence should be displayed in teaching, scholarship, and service, including on-campus and off-campus contexts. ~~the classroom (face to face and online), studio, laboratory, and public arena when engaged in discussions, lectures, consulting, publications, or participation in professional organizations and meetings.~~
2. Faculty should be judicious in the use of controversial material in the classroom and should introduce such material only if it has a clear relationship to the subject field.
3. ~~Since the public may judge the university by statements made by its~~ Faculty ~~members, they should strive to communicate accurately and respectfully; however, faculty who make erroneous or critical statements are still protected.~~ strive to be accurate, to exercise restraint, to be willing to listen to and show respect to others expressing different opinions, and to

- ~~2.4.-When speaking or acting as private persons, faculty must avoid creating the impression that faculty members they speak or act on behalf of the university. when speaking or acting as private persons.~~
- ~~3.5. The constitutionally protected right of faculty members to freedom of expression must be balanced with the interest of the state in promoting the efficiency of the educational services it performs. The comments of faculty members are protected even though they may be erroneous or critical. However, such statements are not protected free speech if they either substantially impede the performance of their daily duties or materially and substantially interfere with the regular operation of the institution.~~
- ~~4. Faculty members should be judicious in the use of controversial material in the classroom and should introduce such material only if it has a clear relationship to the subject field.~~

Cross Reference: ~~None~~ *Faculty Code of Conduct (E-72); Ethics (E-56); Tex. Educ. Code § 51.354(5)*

Responsible for Implementation: Provost and Vice President for Academic Affairs

Contact for Revision: Provost and Vice President for Academic Affairs

Forms: None

Board Committee Assignment: *Academic and Student Affairs*

Access to Secure Computing Facilities (F-32)

Original Implementation: July 14, 1998

Last Revision: ~~July 20, 2010~~ April 23, 2013

A secure environment must be maintained for all central computer systems managed by Information Technology Services (ITS). To that end, physical access to all central facilities must be strictly regulated. The process of regulating access will include, but is not limited to, setting guidelines for personnel that will be allowed access, monitoring the physical area for access violations and reporting any suspected violations to the appropriate authorities.

Secure computing facilities at the Boynton Computer Center will be defined as the Boynton Computer Center Machine Room and the adjoining hallway between the east and west entrances to this area containing the report distribution lock boxes.

Guidelines for Access to Secure Facilities

Types of Access Allowed

Full Access – The individual will be given keys, door codes, card swipe access, and alarm codes for access to the Boynton Computer Center Machine Room and may enter the facility at will. *To be granted full access to secure computing facilities, an individual must meet all the following criteria:*

- *Have a need for unimpeded access to equipment located within the machine room 24 hours a day, 7 days a week.*
- *Be employed by Information Technology Services in the operations or technical support areas, or director of ITS.*

Limited Access – The individual can be let in to the facility to perform designated tasks that require access to the Boynton Computer Center Machine Room. *To be granted limited access to secure computing facilities, an individual must meet all the following criteria:*

- *Have an occasional need for access to secure computing facilities to perform scheduled maintenance to equipment located within the machine room.*
- *Be given access to the secure area by a member of the operations or technical support staff.*
- *Be employed by the university.*

Escorted Access – Individual(s) can enter the Boynton Computer Center Machine room only under continuous escort by operations or technical support staff. *To be granted escorted access to secure computing facilities, an individual must meet some or all of the following criteria:*

- *Be a member of a tour group.*
- *Be a contractor or maintenance person not employed by the university who must perform maintenance, installation, construction, de-installation, or other well-defined task that requires access to the secure area.*
- *Be accompanied at all times by a member of the operations or technical support staff.*

Report Access – The individual can be granted swipe card access to the hallway containing the lock boxes, or they can be let in by ITS operations personnel. *To be granted report access to the hallway, an individual must meet all of the following criteria:*

- *The individual must be employed by the university.*
- *The individual is responsible for retrieving output generated in the computer center on a regular basis.*

~~The assistant director of systems will use the following criteria to determine the appropriate access level.~~

Full Access

~~To be granted full access to secure computing facilities, an individual must meet all the following criteria:~~

- ~~A regular, recurring need for unimpeded access to equipment located within the machine room 24 hours a day, 7 days a week.~~
- ~~Must be employed by Information Technology Services in the operations or technical support areas, or director of ITS.~~

Limited Access

~~To be granted limited access to secure computing facilities, an individual must meet all the following criteria:~~

- ~~An occasional or intermittent need for access to secure computing facilities to perform scheduled maintenance to equipment located within the machine room.~~
- ~~A member of the operations or technical support staff can give the individual access to the secure area.~~
- ~~The individual must be employed by the university.~~

Escorted Access

~~To be granted escorted access to secure computing facilities, an individual must meet some or all of the following criteria:~~

- ~~Member of a tour group.~~

- ~~A contractor or maintenance person not employed by the university that must perform maintenance, installation, construction, de-installation, or other well-defined task that requires access to the secure area.~~
- ~~A member of the operations or technical support staff must accompany the individual(s) without interruption during the duration of the individual's stay in the secure area.~~

Report Access

~~To be granted report access to the hallway, an individual must meet all of the following criteria:~~

- ~~The individual must be employed by the university.~~
- ~~The individual is responsible for retrieving output generated in the computer center on a regular basis.~~

General Guidelines for Monitoring Access to Secure Facilities

Monitoring of the secure computing facilities ~~shall~~ *will* be carried out by the operations and technical support staff employed by Information Technology Services. Operations and technical support staff ~~should~~ *will* conduct regular walkthroughs of the facility while on duty. All ITS staff members ~~are encouraged to~~ *will* report any *suspicious or hostile* activity ~~they even remotely regard as suspicious or hostile to a member of the operations or technical support staff or to the University Police Department (UPD).~~ ~~Access to the machine rooms will be logged.~~ All individuals granted escorted access to the machine room will sign ~~in on~~ a log ~~provided at the door~~ *upon entrance*. All entrances and exits are ~~being~~ video recorded.

Loud or disruptive behavior will not be tolerated in secure areas of the Computer Center. Such behavior detracts from the security monitoring process as well as distracting personnel performing complex tasks in these areas. Individuals or groups engaging in this type of behavior will be asked to leave the area at once; individuals refusing to comply will face disciplinary action. ~~The University Police Department~~ *UPD* ~~can be engaged in enforcing~~ *will enforce* this policy ~~if the situation warrants.~~

Times of Access to Secure Area

At all times the hallway doors are locked via magnetic locks. Access to the hallway is logged when access is granted by the card swipe or proximity card reader.

- **Business Hours** - During the hours of ~~7-8 AM~~ *a.m. - 6-5 PM* *p.m.*, Monday through Friday excluding holidays, the east and west entrances to the secure area will grant access via the magnetic card readers to individuals with Full Access, Limited Access, and Report Access. In addition, the east entrance to the Boynton Building at the corner of Aikman and East College will be unlocked during this same period. During these periods, operations and technical support staff will

regularly check that the doors to the machine room are closed and locked, and that no unauthorized individuals are in the Machine Room.

- **Off Hours** - Any time other than normal business hours, access to the secure area is only permitted to individuals with Full Access. In addition, the east entrance to the Boynton Building at the corner of Aikman and East College will be closed and locked. ~~During these periods, operations and technical support on-duty staff will regularly check that all entrances to the secure area are properly closed and locked and that no unauthorized personnel are within the secure area.~~

Guidelines for Reporting Suspected Violations

During normal business hours, the person discovering an access violation will immediately report it to the director or the assistant director of ITS. The University Police Department (UPD) will then be notified at once by one of these individuals. In the event the director or assistant director of ITS ~~are~~ *is* not available, the person discovering the violation ~~should~~ *will* immediately contact UPD ~~directly~~ *immediately*.

During off-hours, the *security alarm is monitored by UPD. If the alarm is triggered, UPD will contact the appropriate personnel provided on the emergency contact list.* ~~on-duty operations staff should immediately contact UPD at once and request assistance. Operations staff should then call the assistant director of ITS and report the situation. The assistant director~~ *contact person* can then assess the situation and advise the *assistant director*, director of ITS and others as needed. In the absence of the assistant director, the *systems manager or systems programmers* ~~or the operations manager~~ may be called to initiate action.

At any time one of the contacts can initiate the disaster recovery plan if the situation includes damage or potential further damage to the computer center that would impact normal operations. Under no circumstances should a staff member confront individual(s) committing an access violation that might even remotely be considered a threat. Staff ~~should~~ *will* move to a safe location and call UPD at once. The Department of Audit Services ~~is to~~ *will* be notified in writing *within 24 hours* of any access violation ~~within 24 hours~~.

Cross Reference: ~~None~~ *1 Tex. Admin. Code § 202.73*

Responsible for Implementation: Provost and Vice President for Academic Affairs

Contact for Revision: Director of Information Technology Services

Forms: None

Board Committee Assignment: *Building and Grounds*

Active Military Service Activation (A-74)

Original Implementation: April 20, 2010

Last Revision: ~~None~~ April 23, 2013

Through the course of an academic term, a student may be called to active military service as a reservist, member of the National Guard, or otherwise. In the event of activation or mobilization, students are required to present a copy of their official orders to facilitate verification of inclusive dates. Students called to active military service have several options available to them for the treatment of their academic coursework and financial obligations.

Excused Absence for Active Military Service Activation:

~~Unless~~ *Should* a student called up for active military service chooses *not* to withdraw, the university ~~shall~~ *will* excuse the student from attending classes or engaging in other required activities. *Excluding the final examination period, the maximum amount of time a student may be excused will be no more than twenty-five percent (25%) of the total number of class meetings, or the contact hour equivalent.* The university ~~shall~~ *will* not penalize the student for that absence (including any travel associated with the service) and the student ~~shall~~ *will* be allowed to complete any assignment or take any examination within one year after the completion of active service. *The university may provide as an accommodation, if reasonable and appropriate under the individual circumstances, extended time for course completion and additional services for those returning from active military service with documented duty-related disabilities. See Academic Accommodations for Students with Disabilities (F-33).* During this time, the syllabus and a record of the coursework completed prior to activation ~~shall~~ *will* be retained by the instructor or ~~department~~ *academic unit*. The student ~~shall~~ *will* be able to complete the course without penalty and under the same requirements as when the student initially enrolled in the course. If the student fails to complete any coursework or examinations, the student ~~shall~~ *will* receive the grade earned up to that point.

~~Any withdrawal from a course due to active military service shall be treated as if the student had not enrolled in that course. Excluding the final examination period, the maximum amount of time a student may be excused shall be no more than twenty-five percent (25%) of the total number of class meetings, or the contact hour equivalent.~~

A student's instructor may assign the appropriate grade if the student fails to complete course requirements within a ~~reasonable time after the absence~~ *the designated time limit*. Any dispute under this policy ~~shall~~ *will* be handled under normal academic procedures. *See Academic Appeal by Students (A-2).*

Withdrawal from University for Active Military Service:

*Any withdrawal from a course due to active military service will be treated as if the student had not enrolled in that course. ~~Excluding the final exam period, the maximum amount of time a student may be excused shall be no more than twenty-five percent (25%) of the total number of class meetings, or the contact hour equivalent.~~ If a student elects to withdraw from the university due to military *service* activation, the university, at the student's *written* request, ~~shall~~*will*:*

1. Refund the tuition and fees paid by the student for the semester in which the student withdraws;
2. Petition the instructor to assign an appropriate final grade or credit to a student who has satisfactorily completed a substantial amount of coursework and who has demonstrated sufficient mastery of the course material. The decision ~~shall~~*will* be at the instructor's discretion; or,
3. Grant the student, who is eligible under the institution's guidelines, an incomplete grade in all courses by designating "withdrawn-military" on the student's transcript.

Cross Reference: Tex. Educ. Code §§ 51.9111, 54.006(f); 19 Tex. Admin. Code § 4.9; ~~Policy A-5, Add/Drop (A-5); Policy C-57, Student Fiscal Appeals (C-57); Policy A-40, Satisfactory Academic Progress for Financial Aid Recipients (A-40); Academic Accommodations for Students with Disabilities (F-33); Academic Appeals by Students (A-2).~~

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

Contact for Revision: Registrar

Forms: None

Board Committee Assignment: *Academic and Student Affairs*

Course Add/Drop (A-5)

Original Implementation: April 27, 1986

Last Revision: ~~July 20, 2010~~ April 23, 2013

Students may add courses through the second class day during the summer semesters and through the fourth class day during the fall or spring semesters. Academic unit chairs/directors ~~may will~~ reconcile class schedules ~~through~~ by the official reporting date. Students may drop classes through five working days past mid-semester or mid-session as applicable. A student may not drop a course after these dates, unless withdrawing from the university.

The following rules apply:

1. A withdrawal or course dropped by the official reporting date ~~shall will~~ not be recorded on a student's transcript.
2. After the official reporting date, a drop or withdrawal ~~shall will~~ be noted as a "W" grade on the student's official transcript. Undergraduate students who enrolled in a Texas public institution of higher education for the first time in the fall 2007 or thereafter may not drop more than six courses with a "W" grade. This number includes any course dropped at another Texas public institution but excludes full semester withdrawals and exceptions as defined in Texas law (Education Code section 51.907). After six withdrawals, the student ~~shall will~~ receive the grade awarded for each attempted course.
3. Beginning on the sixth working day after mid-term for full semester courses or mid-session for partial semester courses, a drop ~~shall will~~ not be permitted unless the student withdraws from all courses for the term. This withdrawal ~~shall will~~ be noted on the transcript as a "WP" if the student is passing at the time or a "WF" if the student is failing at the time.
4. If a student has been found guilty of academic dishonesty, a grade of "WP" or "WH" may be changed to "WF" at the discretion of the faculty member. In the case of a grade change to "WF," the course ~~shall will~~ not count toward the six course drop limit since the student is incurring an academic penalty.
5. Approved medical withdrawals may be granted for medical conditions that prevent the student from completing the semester. Medical withdrawals are not intended to shield a student from unsatisfactory progress ~~or behavioral irregularity~~. Medical withdrawal requests must be made to the Office of the Registrar within one year of the semester affected by the medical condition, and ~~shall will~~ be considered by a committee comprised of the Registrar and other appropriate university officials.

Cross Reference: General Bulletin; Graduate Bulletin; Schedule of Classes; Tex. Educ. Code § 51.907; *Tex. Admin. Code* § 4.10; Academic Integrity (A-91); ~~Active~~ Military Service Activation (A-74)

Responsible for Implementation: Provost and Vice President for Academic Affairs

Contact for Revision: Registrar

Forms: None

Board Committee Assignment: *Academic and Student Affairs*

Administrative Systems Software Changes (F-36)

Original Implementation: January 19, 1999

Last Revision: ~~July 20, 2010~~ April 23, 2013

Administrative systems software changes are the responsibility of Information Technology Services (ITS) in conjunction with Enterprise Resource Planning (ERP) systems module owners. ERP systems include, but are not limited to, Banner, Raiser's Edge, and Odyssey.

Software changes to the university's ~~Enterprise Resource Planning (ERP)~~ systems allows ~~the~~ each system to:

- A. Meet the changing needs of the user community and system owners.
- B. Provide patches when problems are encountered.
- C. Provide upgrades to the systems as new features are added.

Changes to software modules in the ERP system are requested by the module owners. The changes are then evaluated as a solution for the problem or need they address by the appropriate team lead within Information Technology Services (ITS) and are approved or rejected for application to the system. If the changes are approved, ITS will assign staff to complete the programming for the modifications.

Application of Software Changes

The following procedures provide appropriate checks and balances for software modifications.

- A. The database administration staff; (DBAS); is exclusively responsible for performing changes to the production software modules in the ERP system.
- B. Candidate code is tested in the test system by the ITS programming staff and the module owner.
- C. After the candidate code has been successfully tested and evaluated for correct function, the module owner may request that the DBAS move the code to the production module.
- D. Once the DBAS completes the move process, the new code is ready for use in the production ERP system.
- E. *The module owner will then verify that the new code is functioning appropriately in the production environment.*

Cross Reference: None

Responsible for Implementation: Provost and Vice President for Academic Affairs

Contact for Revision: Director of Information Technology Services

Forms: Account Authorization Form

Board Committee Assignment: Academic and Student Affairs

Campus Programs for Minors D-59 (NEW)

Original Implementation: April 23, 2013

Last Revision: None

Stephen F. Austin State University is committed to providing a safe environment for its students, employees and guests. The university sponsors programs on campus from time to time that involve minors. In addition, the university may grant use of its facilities to third-parties for programs that involve minors. This policy provides for regulation of these campus programs for minors (CPM).

Definitions

Abuse – includes the following acts or omissions by a person:

- (a) mental or emotional injury to a child that results in an observable and material impairment in the child's growth, development or psychological functioning;
- (b) causing or permitting the child to be in a situation in which the child sustains a mental or emotional injury that results in an observable and material impairment in the child's growth, development or psychological functioning;
- (c) physical injury that results in substantial harm to the child or the genuine threat of substantial harm from physical injury to the child, including an injury that is at variance with the history or explanation given and excluding an accident or reasonable discipline by a parent, guardian or managing or possessory conservator that does not expose the child to a substantial risk of harm;
- (d) failure to make a reasonable effort to prevent an action by another person that results in physical injury that results in substantial harm to the child;
- (e) sexual conduct harmful to a child's mental, emotional or physical welfare, including conduct that constitutes the offense of continuous sexual abuse of a young child or children under Section 21.02, Penal Code, indecency with a child under Section 21.11, Penal Code, sexual assault under Section 22.011, Penal Code, or aggravated sexual assault under Section 22.021, Penal Code;
- (f) failure to make a reasonable effort to prevent sexual conduct harmful to a child;
- (g) compelling or encouraging the child to engage in sexual conduct as defined by Section 43.01, Penal Code, including conduct that constitutes an offense of trafficking of persons under Section 20A.02(a)(7) or (8), Penal Code, prostitution under Section 43.02(a)(2), Penal Code, or compelling prostitution under Section 43.05(a)(2), Penal Code;
- (h) causing, permitting, encouraging, engaging in or allowing the photographing, filming or depicting of the child if the person knew or should have known that the resulting photograph, film or depiction of the child is obscene as defined by Section 43.21, Penal Code, or pornographic;
- (i) the current use by a person of a controlled substance as defined by Chapter 481, Health and Safety Code, in a manner or to the extent that the use results in physical, mental or emotional injury to a child;

- (j) causing, expressly permitting or encouraging a child to use a controlled substance as defined by Chapter 481, Health and Safety Code;
- (k) causing, permitting, encouraging, engaging in or allowing a sexual performance by a child as defined by Section 43.25, Penal Code; or
- (l) knowingly causing, permitting, encouraging, engaging in or allowing a child to be trafficked in a manner punishable as an offense under Section 20A.02(a)(5), (6), (7) or (8), Penal Code, or the failure to make a reasonable effort to prevent a child from being trafficked in a manner punishable as an offense under any of those sections.

Campus Program for Minors (CPM) – programs that:

- (a) include participants who are minors;
- (b) are operated by or on the campus of the university, including programs operated by third parties;
- (c) offer recreational, athletic, religious, or educational activities to participants for all or part of at least two (2) days.

Contact With Minor(s) – in the context of an employment or volunteer position described in this policy, interaction with minors that is direct and reasonably anticipated. The term does not include interaction that is merely incidental, or an employee or volunteer acting as a guest speaker, entertainer, or fulfilling any other role whose attendance at the campus program for minors is for a limited purpose or limited time if the employee or volunteer has no direct or unsupervised interaction with campers.

Minor – a child, under the age of 18, who is attending a campus program for minors.

Neglect - includes:

- (a) the leaving of a child in a situation where the child would be exposed to a substantial risk of physical or mental harm, without arranging for necessary care for the child and the demonstration of an intent not to return by a parent, guardian or managing or possessory conservator of the child;
- (b) the following acts or omissions by a person:
 1. placing a child in or failing to remove a child from a situation that a reasonable person would realize requires judgment or actions beyond the child's level of maturity, physical condition or mental abilities and that results in bodily injury or a substantial risk of immediate harm to the child;
 2. failing to seek, obtain or follow through with medical care for a child, with the failure resulting in or presenting a substantial risk of death, disfigurement or bodily injury or with the failure resulting in an observable and material impairment to the growth, development or functioning of the child;
 3. the failure to provide a child with food, clothing or shelter necessary to sustain the life or health of the child, excluding

- failure caused primarily by financial inability unless relief services had been offered and refused;
4. placing a child in or failing to remove the child from a situation in which the child would be exposed to a substantial risk of sexual conduct harmful to the child; or
 5. placing a child in or failing to remove the child from a situation in which the child would be exposed to acts or omissions that constitute abuse under “Abuse” definitions (e), (f), (g), (h) or (k) committed against another child.

Reporting Neglect or Abuse

A person having cause to believe that a minor has been abused or neglected by any person shall immediately (within 48 hours) make a report to the University Police Department or other local law enforcement agency. This legal requirement must be communicated to all individuals participating in the management/supervision of CPMs and employees and volunteers of third-party camps utilizing university facilities.

Procedures for Campus Programs for Minors

The university will adopt a procedure for CPMs that will include, but not be limited to, the following:

- (a) A designee(s) who is authorized to review and approve camps and programs for minors on behalf of the university;
- (b) Procedures for reporting suspected abuse/molestation of minors;
- (c) A requirement to purchase medical coverage through the university camp insurance program and to provide evidence of liability insurance endorsing sexual molestation coverage and listing the university as additionally insured at levels approved by and meeting the standards of Environmental Health, Safety, & Risk Management.
- (d) Payment of required CPM administration fees as may be assessed.

Required Training

This policy requires child abuse prevention training for employees/volunteers of CPMs and establishes standards for such camps and programs.

An individual hired or assigned to an employee or volunteer position involving contact with minors at a camp and program for minors is required to complete training and examination on sexual abuse and child molestation meeting the following criteria:

- (a) Successful completion of a Child Protection Training course approved by the Texas Department of State Health Services.
- (b) Training must be completed prior to the employees' or volunteers' interacting with minors.
- (c) A certificate of completion shall be kept on file for two years.
- (d) Employees or volunteers of third-party camps using university facilities may substitute the university-approved training course with an approved course as listed with the Texas Department of State Health Services.
- (e) Training will not be required for university employees or third-party personnel whose positions of employment do not involve contact with minors at a CPM.

Cross Reference: Tex. Educ. Code § 51.976; Tex. Fam. Code §§ 261.001-.111; Texas Department of State Health Services Approved Training Programs

Responsible for Implementation: Vice President for University Affairs

Contact For Revision: Director of Student Services

Forms: None

Board Committee Assignment: Building and Grounds

~~Communication~~ **Telecommunication Services (F-29)**

Original Implementation: December 8, 1987

Last Revision: ~~January 25, 2010~~ April 23, 2013

Information Technology Services (ITS) is responsible for the administration of Stephen F. Austin State University (SFA) communication services. These services consist of the installation, maintenance, and operation of the university-owned telephone switch, connective infrastructure, associated services, cellular services (*policy F-42*), and all outside telephone lines connecting to university locations and billing.

TELEPHONE USAGE

All telephone services exist primarily for the transaction of official university business (except for ~~student dorm~~ *residence hall* telephones). Personal local calls may be made but should be minimized. Personal toll calls must be charged to home telephones, personal telephone calling cards, or reimbursed to the ~~department~~ *unit*. Reimbursements for personal calls on a university telephone should be coordinated with the department head (or account custodian). It is the responsibility of the department head (or account custodian) to review all telephone bills to ensure compliance with the usage policy.

All charges for telephone services, including campus telephone lines, ~~800-toll-free~~ numbers, toll calls (long distance access codes), and cellular telephones remain the responsibility of the ~~department~~ *unit* head (or account custodian) until written notification is received by ITS for their discontinuance.

EQUIPMENT MAINTENANCE

Requests for installation, relocation, alteration, or repair of telephone equipment should be submitted to the ITS Help Desk. A work order will be issued, and upon completion, the appropriate account may be charged.

LONG DISTANCE ACCESS CODE

Requests for long distance access codes should be submitted by the ~~department~~ *unit* head (or account custodian) to ITS. The request should include the individual's name, campus ID number, and account number. Requests for multiple long distance access codes (for charging to more than one account number) may be included in a single memorandum. However, full information must be provided for each access code requested.

~~CELLULAR TELEPHONE SERVICE~~

~~Please see Policy F-42 regarding Cellular Telephones and Wireless Communications Devices.~~

800TOLL-FREE TELEPHONE NUMBERS

Requests for ~~800-toll-free~~ telephone numbers should be submitted by the ~~department-unit~~ head (or account custodian) to ITS. The memorandum must include the purpose of the ~~800-toll-free~~ service, account number, existing telephone number where the ~~800-toll-free~~ number will ring, directory listing information (if appropriate), and name and telephone number of a contact person. Discontinuance of the ~~800-toll-free~~ service or changes to the ring extension require a memorandum from the ~~department-unit~~ head (or account custodian) to ITS.

Cross Reference: *Cellular Telephones and Wireless Communication Devices (F-42)* ~~None~~

Responsible for Implementation: Provost and Vice President for Academic Affairs

Contact for Revision: Director of Information Technology Services

Forms: None

Board Committee Assignment: *Building and Grounds*

~~Computer Equipment Purchases (C-8) POLICY TO BE DELETED~~

~~Original Implementation:~~ December 8, 1987

~~Last Revision:~~ April 20, 2010

~~The term "computer-related items" as used in this policy refers to computer-related hardware, software and services. Purchases of computer-related items should be approved through the appropriate administrative channels.~~

~~It is the responsibility of the department head/account manager to have sufficient knowledge of the purchasing procedures required by the university for computer-related items when initiating such purchases and to seek the assistance of the director of Information Technology Services and the director of Procurement and Property Services as needed. Personnel in the Information Technology Services Department are available for consultation and can help to determine the feasibility of proposed acquisitions as each relates to consistency with the university's long-range computing plan and with campus computing resource capabilities, and their effective interface/function with existing campus networks.~~

~~As needed, the Procurement and Property Services Department will provide the director of Information Technology Services with data regarding the purchase of computer-related items. This will assist the director in the preparation of computing reports required by the state of Texas on a regular basis.~~

~~Cross Reference:~~ SFA Policy C-56, Computer Replacement Policy

~~Responsible for Implementation:~~ President

~~Contact for Revision:~~ Director of Information Technology Services/Director of Procurement and Property Services

Forms: None

Curation of Archaeological Collections (A-75)

Original Implementation: April 20, 2010

Last Revision: ~~None~~ April 23, 2013

The Anthropology and Archaeology Lab (AAL) is a scientific research facility operated by the Department of Social and Cultural Analysis. The laboratory is certified by the Texas Historical Commission and is therefore eligible to charge for the curation of held in trust (HIT) archaeological collections. If accepted for curation, collections remain the property of the state of Texas, but Stephen F. Austin State University (SFA) agrees to care for them as stipulated by Texas Historical Commission guidelines. The AAL shall maintain a Collections Management Policy as defined in Rule 29.9 of the Texas Administrative Code. Collections must be prepared, recorded, and described according to the AAL's Collections Management Policy.

Eligible Collections

To be eligible for curation, a collection must be consistent with the mission statement of the AAL as filed with the Texas Historical Commission. Specifically, collections must be either pre-historic or historic in nature and must be important to the East Texas area. The university reserves the right to refuse any collection for curation. All accepted collections shall be accompanied by an approved deed of conveyance or other appropriate agreement.

Curation Fees

The AAL will publish a schedule of curation fees and reserves the right to amend these fees based upon the unique requirements of each collection. Curation fees shall be used by the AAL to offset laboratory expenses and to fund capital expenditures. The fee schedule shall be subject to approval by the provost and vice president for academic affairs and the vice president for finance and administration.

Revenue Sharing

SFA shall negotiate and maintain a revenue sharing agreement for HIT collections housed at the annex Mission Dolores Visitors Center in San Augustine, Texas. Collections existing prior to the execution of the revenue sharing are not eligible for revenue sharing under this policy. The terms and conditions of any revenue sharing agreement must be approved by the provost and vice president for academic affairs and signed by the president.

Cross Reference: Archaeological Repository Mission Statement; Collection Management Policy; Curation Fee Schedule; Antiquities Code of Texas, Texas Nat. Res. §§ 191.058, .091-.092; 13 Tex. Admin. Code §§ 29.1-.9.

Responsible for Implementation: Provost and Vice President for Academic Affairs

Contact for Revision: Chair of the Department of Social and Cultural Analysis

Forms: None

Board Committee Assignment: *Academic and Student Affairs*

Delegated Purchasing Authority (C-10)

Original Implementation: Unpublished

Last Revision: ~~July 17, 2012~~ April 23, 2013

Stephen F. Austin State University adheres to a policy of centralized purchasing for the purposes of:

1. ensuring compliance with state and federal laws, rules, and regulations;
2. protecting the university from unauthorized acquisitions of supplies, equipment and services;
3. providing budgetary control and coordination;
4. ensuring fair and ethical business practices;
5. providing savings through consolidation of requirements and standardization of products where appropriate; and
6. providing best value acquisition through various procurement methods; see Best Value Procurement (C-7).

The procurement department, under supervision of the director of procurement and property services/HUB coordinator, has sole authority for the negotiation and purchase of all goods and services for the university with the exception of items listed in -Items Requiring Board of Regents Approval (D-20.5), and the following specific delegations that exist under proper administrative approval:

1. The director of the university libraries is authorized to purchase books, periodicals, journals and other related materials needed to maintain university resource material collections.
2. The curator of the Stone Fort Museum is authorized to purchase general merchandise for resale in the museum gift shop.
3. Employees are authorized to make procurement card purchases of items costing \$2,000 or less through procurement card procedures. See Procurement Card (C-44).
4. Employees without procurement cards may make purchases and request reimbursement if the purchase is approved by the account manager, follows university procurement policy and procedure, and other purchase options are not possible or available. Taxes will not be reimbursed, except as allowed by law.
5. Certain payments may be made by completing a voucher for submission to the controller's office. See Purchase Voucher (C-31).

All other purchases are to be submitted as a formal request for the procurement office to secure a good or service. See Purchase Requisition (C-30).

All official correspondence other than that delegated above; i.e., solicitations, purchase orders, change orders, cancellations, etc. shall be issued by the procurement office. The director of procurement and property services/HUB coordinator is delegated authority to sign all titles and associated documents for the purchase, transfer or sale of vehicles, trailers, or marine equipment.

UNAUTHORIZED PURCHASES MADE OUTSIDE OF DELEGATED AUTHORITY

An unauthorized purchase occurs when a university employee orders a product or service ~~without following university procurement policy and procedures~~ *without an authorized purchase order issued by procurement as delegated herein or overseen by the procurement office and outlined in Best Value Procurement (C-7)*. Unauthorized purchases will include inappropriate reimbursement requests that fall outside the scope of university procurement policy and procedure. ~~It is the responsibility of those who order or purchase on behalf of the university to understand and follow procurement policies~~ *Except as delegated herein university employees are not authorized to commit to an expenditure of funds on behalf of the university.*

~~In order for an u~~Unauthorized purchases over \$2000 ~~will not to be~~ paid by the university ~~unless~~; a justification ~~must be~~ submitted to the vice president for finance and administration for review ~~and approval~~.

If approved, the appropriate documentation and payment approval must be submitted to the procurement office to process a purchase order for the unauthorized purchase, ~~and~~ ~~If an unauthorized purchase is approved for payment, no~~ state appropriated funds may ~~not~~ be used to pay for the service or product *unless approved by the vice president for finance and administration*.

If ~~an~~the unauthorized purchase is not approved by the vice president for finance and administration, the employee will be responsible for payment to the vendor unless the order can be cancelled and/or the goods returned. Any freight, shipping costs, or return penalties will be paid by the employee in the event the order is cancelled and/or the goods returned to the vendor.

The following ~~types of purchases~~ *circumstances* will not be ~~considered~~ *constitute an unauthorized purchase*; *however, a requisition must be entered in the university's*

financial system at the earliest practical date so that payment is not delayed resulting in possible late fees.

-a) emergency purchases as defined by Best Value Procurement (C-7);

-b) memberships;

c) purchases that were to be made with a p-card that reasonably could have been expected to be less than \$2000;

-ed) magazine or book subscriptions;

-de) other automatically recurring or renewable fees; and

f) purchases associated with existing contracts negotiated by the procurement office;

-eg) requisitions associated with existing contracts negotiated by the procurement office or services contracts that are in process; tournament fees or game guarantees;

h) athletics game workers;

i) guest lecturers, speakers, artists, entertainers, performers, musicians if the contract is signed by the president prior to the event;

j) other professional services as defined by state comptroller's expenditure codes, if the contract is signed by the president prior to the event;

k) services contracts associated with grants as long as the contract is signed by the president prior to the event.

Cross Reference: Items Requiring Board of Regents Approval (D-20.5); Purchase Requisition (C-30); Purchase Voucher (C-31); Procurement Card (C-44)

Responsible for Implementation: Vice President for Finance and Administration

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

Forms: None

Board Committee Assignment: Finance and Audit

Discretionary Use of University Funds (C-64) NEW

Original Implementation: April 23, 2013

Last Revision: None

Stephen F. Austin State University receives funds from a variety of sources, including state appropriations, tuition and fees, auxiliary revenues, departmental sales and services, grants, and gifts. Most of the funds received are for specific, limited purposes or are subject to restrictions by the Board of Regents, state and federal legislation, and rules of other oversight agencies. Regardless of type, the university uses all funds in a manner consistent with applicable federal and state laws and regulations, university policies, and other restrictions or designations.

Because of legal or policy restrictions, only specific funds can be used for discretionary purposes. Funds that are allowed for discretionary purchases must be used for a valid business purpose. Examples of valid business purposes include but are not limited to certain types of business meals, administrative planning retreats, and business travel expenditures. Some examples of funds that may be used for discretionary purposes include discretionary donor gifts to departments, undesignated donations, funds from sales and services, and interest earned on certain institutional funds. Examples of university policies that restrict university expenditures to specific funds include, but are not limited to: Gift, Prizes and Awards (C-58), Food Purchases (C-13) and Travel (C-49). The controller's office website contains guidelines for the discretionary use of university funds.

Cross Reference: Gift, Prizes and Awards (C-58); Food Purchases (C-13); Travel (C-49)

Responsible for Implementation: Vice President for Finance and Administration

Contact for Revision: Controller, Budget Director

Forms: None

Board Committee Assignment: Finance and Audit

Distribution of Payroll (C-12)

Original Implementation: Unpublished

Last Revision: ~~April 20, 2010~~ April 23, 2013

University employees are paid monthly or semi-monthly for work done in the previous month. Salaried employees are paid on the 1st of the month. Hourly employees are paid on the 1st and 15th of the month. If the 1st or 15th falls on a weekend or holiday, employees are paid on the first working day following the weekend or holiday.

It is SFA's intent to pay all employees by direct deposit. ~~Employees must complete a direct deposit authorization form, which is available in the Payroll Office.~~ Direct deposits can be made electronically to any financial institution that accepts electronic transfers. *More than one institution can be used.* It is the employee's responsibility to verify that their pay has been properly deposited into their bank account(s). *Direct deposits will be inactivated after an employee terminates employment at the university and the final payroll has been issued.*

If an employee has not authorized direct deposit, a payroll check will be produced. Payroll checks are released at the Business Office at 11:00 a.m. on paydays. Picture identification is required of each person picking up a payroll check.

Release of payroll check to another person

An employee wishing to have his/her payroll check released to another individual must provide that individual with signed authorization. The authorization must be presented to the Business Office, along with picture identification of both the employee and the person obtaining the check. The employee's identification must also include a sample of the employee's signature, which can be compared with the signed authorization (e.g., a state driver's license).

Mailing of payroll check

An employee wishing to have his/her payroll check mailed must provide a signed authorization and self-addressed stamped envelope to the Business Office. The check will be mailed on the payday.

Lump Sum Payment of Accrued Vacation Time and/or Compensatory Time

Payment of accrued vacation time and/or compensatory time is made when an eligible employee resigns, is dismissed or otherwise separates from state employment or when an employee moves from a non-exempt to an exempt position. This payment is considered a non-salary payment and may be reduced by any amounts due the university.

Cross Reference: None

Responsible for Implementation: Vice President for Finance and Administration

Contact for Revision: Controller

Forms: ~~None~~ Direct Deposit Authorization form, available in the Payroll Office or online at
<http://www2.sfasu.edu/personnel/documents/directdeposit.pdf>)

Board Committee Assignment: *Finance and Audit*

E-Mail Accounts for University Communication (F-41)

Original Implementation: January 28, 2003

Last Revision: ~~July 20, 2010~~ April 23, 2013

Purpose

~~This policy establishes conditions for the use of e-mail as a means for communication among university faculty, students, and staff members.~~

Scope

~~Email is an official means of~~ This policy is effective for e-mail communications among university faculty, admitted and/or attending students, and staff members. Although e-mail accounts are assigned to all prospective students at the time they apply for admission, they are not bound by this policy until they have been admitted to the university.

Responsibility

~~This policy is the responsibility of the provost and vice president for academic affairs. The following conditions apply to university email accounts:~~

Policy

1. Each person applying for admission to Stephen F. Austin State University (SFA) as a student will be assigned an e-mail account. Each faculty or staff member hired by the university will be assigned an e-mail account at the time the employment information is entered into the Human Resources system.
2. The assigned e-mail account ~~shall~~ will be considered an official method of communication from university faculty and administrators to faculty, enrolled students, and staff members, either collectively or individually. It is the responsibility of each faculty member, enrolled student, and staff member to check for and appropriately respond to all such e-mail messages on a regular and frequent basis.
3. ~~SFA shall provide a mechanism for forwarding mail from a university account to one other account of the person's choosing (e.g. Hotmail, Yahoo!, departmental account, etc). It is the responsibility of each faculty member, student, and staff member to maintain accurate forwarding information.~~
- 4.3.A Sstudent's e-mail accounts and forwarding information will be deleted on the 20th class day of the first long semester in which the student is not enrolled at SFA.

5.4. Faculty and staff email accounts will be ~~disabled~~ *deleted after 5 p.m.* on the last day of employment ~~and deleted once official notification is received from Human Resources.~~

Cross Reference: ~~None~~ *Use of Electronic Information Resources (F-40)*

Responsible for Implementation: Provost and Vice President for Academic Affairs

Contact for Revision: Provost and Vice President for Academic Affairs

Forms: None

Board Committee Assignment: *Academic and Student Affairs*

Emeritus (E-14A)

Original Implementation: Unpublished

Last Revision: ~~July 19, 2011~~ April 23, 2013

The title of emeritus professor is a position of great honor conferred only on retirees who have a record of distinguished service to Stephen F. Austin State University (SFA). The title is not automatic upon retirement, ~~and should ordinarily be bestowed on an individual who has received at least one of the following honors: regents professor, SFA Alumni Distinguished Professor Award, SFASU Foundation Faculty Achievement Award, SFA Teaching Excellence Award, or comparable state-wide and/or national professional recognition.~~

Emeritus Appointments for Faculty and Librarians

A. Faculty/Librarian Eligibility

To be eligible for an appointment as emeritus, an individual ~~shall~~ will meet the following requirements:

1. Provide ~~prior service to SFA for 15 years and hold the rank of professor or librarian IV for the last 10 years~~ *extended service, generally at least 10 years of employment at SFA;*
- ~~2.~~ *Earn a rank of associate professor, professor, librarian III, or librarian IV;*
- ~~3.~~ *Demonstrate professional excellence distinction in teaching, research/scholarly/creative accomplishments, and service to the university and the profession. Distinguished service could include honors such as Regents Professor, SFA Alumni Distinguished Professor Award, SFASU Foundation Faculty Achievement Award, SFA Teaching Excellence Award, or comparable state and/or national professional recognition and distinction related to external funding.*

B. Procedure

A tenured member of the academic unit may submit a letter of nomination to the academic unit head supporting the candidate's eligibility. The nominated faculty member or librarian will submit evidence supporting eligibility per academic unit procedures, such as providing a current curriculum vita. Although the emeritus title is an honor, not a promotion, the process will follow unit promotion procedures, but may occur at any time. A nomination for the title of emeritus professor may be submitted by any SFA tenured faculty member in the nominee's department following the normal promotion timetable.

~~The application shall be reviewed according to the procedures for full professor/librarian IV in the candidate's department and college. The appropriate dean shall will then forward a recommendation to the provost and vice president for academic affairs who shall will, in turn, submit a recommendation to the university's president. A formal appointment as emeritus professor shall be conferred by tThe Board of Regents confers emeritus status.~~

C. Privileges and Responsibilities

~~An emeritus professor shall will have the following privileges and responsibilities:~~

1. Name listed as an emeritus in the university's General Bulletin.;
2. Recognition at the ~~May~~ commencement ceremony following the granting of the emeritus title.
3. A place of honor in any academic procession.
- ~~4. Representation of the university at community or professional meetings, upon request.~~
- ~~5.~~4. Right to use the title of emeritus in professional endeavors.
- ~~6. Committee service at the request of the provost and vice president for academic affairs.~~
- ~~7.~~5. Opportunity to audit courses with fees waived, subject to the availability of space and with the consent of the instructor.
- ~~8.~~6. Office space, laboratory space, a telephone, and a computer, subject to available space and approval of the departmental chair, the dean, and provost and vice president for academic affairs.
- ~~9. Library, parking, and health and wellness privileges.~~
7. E-mail privileges, a faculty I.D. card, and university business cards.
8. *Use of the Ralph W. Steen Library.*;
- ~~10.~~9. *Access to university parking, and health and wellness privileges.*
- ~~11.~~10. *Opportunity to represent the university at community or professional meetings and serve on committees, upon university request.*
- ~~12.~~10.

~~D.~~ Administrative Official Eligibility

The title emeritus may be given by the president to a retired administrative official to recognize meritorious service. Privileges and qualifications that accompany the title shall be determined by the president. The conferring of this title is not automatic upon retirement.

Cross Reference: None

Responsible for Implementation: Provost and Vice President for Academic Affairs

Contact For Revision: Provost and Vice President for Academic Affairs

Forms: ~~Promotion/Tenure Application~~ *None*

Board Committee Assignment: Academic and Student Affairs

Employee Enrolling for Courses (E-16)

Original Implementation: Unpublished

Last Revision: ~~April 20, 2010~~ *April 23, 2013*

If departmental workloads permit, full-time employees may take one course per semester of either three or four semester credit hours during working hours.

Approval of the employee's supervisor must be obtained in advance, and arrangements must be made with the supervisor to schedule make-up time for work missed. If work cannot be made-up, then the employee must turn in vacation or comp time for work time missed.

Exceptions to this policy will be considered, but approval must be obtained in writing from the employee's supervisor and the appropriate vice president.

Cross Reference: Non-Academic Employee Handbook

Responsible for Implementation: Vice President for Finance and Administration

Contact for Revision: Vice President for Finance and Administration

Forms: None

Board Committee Assignment: *Academic and Student Affairs*

Family and Medical Leave (E-58)

Original Implementation: August 5, 1993

Last Revision: ~~January 31, 2012~~ April 23, 2013

Employees are eligible to take ~~up to twelve (12) weeks~~ of family/medical leave within any 12 month period and be restored to the same or an equivalent position upon return from leave, provided that the employee has worked for the state of Texas for at least twelve (12) months and for at least 1,250 hours within the previous twelve (12) month period. Leave without pay may begin after all available applicable paid leave has been exhausted and will be included in the twelve (12) weeks of Family and Medical Leave Act (FMLA). Applicable Sick Leave Pool benefits and leave resulting from Workers' Compensation claims (See Workers Compensation Coverage Policy E-55) will be included in the twelve (12) week period. ~~For purposes of FMLA, a rolling twelve (12) month period will be measured backward from the date leave begins.~~

Reasons for Family/Medical Leave

Eligible faculty and staff may take *up to 12 workweeks of leave in a 12-month period of family/medical leave* for any of the following reasons:

1. The birth of a child ~~and in order to care for such child~~ *or placement of a child with the employee for adoption or foster care;*
2. ~~The placement of~~ *To care for a spouse, child, or parent with the employee for adoption or foster care who has a serious health condition;*
3. ~~To care for a spouse, son, daughter, or parent with a serious health condition; or~~ *For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or;*
4. ~~Because of the employee's own serious health condition which renders the employee unable to perform the job functions essential to the employee's position~~ *For any "qualifying exigency" arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.*

An eligible employee may also take up to 26 workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness, when the employee is the spouse, son, daughter, parent, or next of kin of the servicemember.

For purposes of FMLA, a rolling twelve (12) month period will be measured backward from the date leave begins.

Leave because of reasons ~~(1) or (2)~~ *birth of a child or placement of a child with the employee for adoption or foster care* must be completed within the twelve (12) month

period beginning on the date of birth or placement. An employee is allowed to use sick leave for the period of time that is certified by the physician to recover from childbirth. While an employee may take additional time off under FMLA (including annual leave, or leave without pay), the employee may not use sick leave for this additional time unless the employee or the ~~infant~~-child is actually sick. In addition, spouses employed by Stephen F. Austin State University who request leave because of *these* reasons (1) or (2) or to care for an ill parent may only take a combined total of twelve (12) weeks during any twelve (12) month period.

Sick leave may be used in conjunction with FMLA leave when a child under the age of three is adopted regardless of whether the child is actually sick at the time of adoption. Furthermore, an employee, who is the father of a child, may use his sick leave in conjunction with the child's birth only if the child is actually ill, or to care for his spouse while she is recovering from labor and delivery.

Employees with less than 12 months of state service and/or less than 1,250 hours of work in the 12 months immediately preceding the start of leave are entitled to a parental leave of absence, not to exceed 12 weeks (480 hours)-). ~~if the~~ *The employee must first use* all available and ~~appropriate~~-*applicable* paid vacation and sick leave while taking the parental leave *prior to going on leave without pay*. Such parental leave may only be taken for the birth of a natural child or the adoption or foster care placement with the employee of a child under three years of age. The leave period begins with the date of birth or the adoption or foster care placement.

Military Caregiver Leave (also known as Covered Servicemember Leave): Under the military family leave entitlements, eligible employees who are family members of covered servicemembers will be able to take up to 26 workweeks of leave in a "single 12-month period" to care for a covered servicemember with a serious illness or injury incurred in the line of duty on active duty. This 26 workweek entitlement is a special provision that extends FMLA job-protected leave beyond the normal 12 weeks of FMLA leave. This provision also extends FMLA protection to additional family members (i.e., next of kin) beyond those who may take FMLA leave for other qualifying reasons.

Qualifying Exigency Leave: The second military leave entitlement helps families of members of the National Guard and Reserves manage their affairs while the member is on active duty in support of a contingency operation. This provision makes the normal 12 workweeks of FMLA job-protected leave available to eligible employees with a covered military member serving in the National Guard or Reserves to use for "any qualifying exigency" arising out of the fact that a covered military member is on active duty or called to active duty status in support of a contingency operation. The Department's final

~~rule defines qualifying exigency by referring to a number of broad categories for which employees can use FMLA leave:~~

- ~~1. Short notice deployment;~~
- ~~2. Military events and related activities;~~
- ~~3. Childcare and school activities;~~
- ~~4. Financial and legal arrangements;~~
- ~~5. Counseling;~~
- ~~6. Rest and recuperation;~~
- ~~7. Post deployment activities;~~
- ~~8. Additional activities not encompassed in the other categories, but agreed to by the employer and employee.~~

Notice of Leave

If the need for family/medical leave is foreseeable, the employee must give thirty (30) days prior written notice. If this is not possible, the employee must give notice within one to two working days of learning of the need for leave or as soon as practicable. Failure to provide such notice may be grounds for delay of leave. Where the need for leave is not foreseeable, the employee is expected to notify the supervisor and Human Resources within 1 to 2 working days of learning of the need for leave, except in extraordinary circumstances. Requests for Family/Medical Leave forms are available from Human Resources. Employees should use these forms when requesting leave.

Medical Certification

If an employee is requesting leave because of their own or a covered relation's serious health condition, the employee and the relevant health care provider must supply appropriate medical certification. Medical Certification Forms may be obtained from Human Resources. The form must be returned to the director of Human Resources *or designated leave administrator* within fifteen (15) days after the date leave is requested. Failure to provide requested medical certification in a timely manner may result in denial of leave until the certification is provided. The university, at its expense, may require an examination by a second health care provider designated by the university. If the second health care provider's opinion conflicts with the original medical certification, the university, at its expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. The university may require subsequent medical re-certification on a reasonable basis.

Reporting While On Leave

If an employee takes FMLA because of a personal serious health condition or to care for a covered relation, the employee must contact the supervisor at least once each week, or as often as requested by the supervisor, regarding the status of the condition and the intention to return to work. The supervisor is responsible for reporting this information to the ~~director of Human Resources~~ *leave administrator*. Additionally, the employee is required to call Human Resources on the 1st and 3rd Monday of each month during their leave to report their leave and/or return to work status. Failure to communicate with the supervisor and Human Resources on the approved reporting schedule may result in denial of leave.

Leave Is Unpaid

Family/medical leave is unpaid leave after applicable vacation and sick leaves have been exhausted. Employees may apply for sick leave from the Sick Leave Pool which, if approved, will be included within the FMLA period. Employees may be eligible for short or long-term disability payments and/or workers' compensation benefits under the provisions of those plans. This leave time will also be included in the twelve (12) week period of FMLA. The use of paid leave time does not extend the twelve (12) week leave period.

Medical and Other Benefits

During an approved family/medical leave, the university will maintain the state contribution for the employee's health benefits as if the employee continues to be actively employed. During periods of paid FMLA leave, the university will deduct the employee's portion of the insurance premiums as a regular payroll deduction. If the employee's FMLA leave is unpaid, the employee portion of the premium must be paid by the employee through the benefits manager in Human Resources. The employee's insurance coverage will cease if the premium payment is more than thirty (30) days late. If the employee elects not to return to work at the end of the FMLA leave period, the employee will be required to reimburse the university for the cost of the premiums paid by the university for maintaining coverage during the leave, unless the employee cannot return to work because of a serious health condition or other circumstances beyond the employee's control. An employee on FMLA is not entitled to accrue state service credit for any full calendar months of leave without pay taken while on FMLA and does not accrue vacation or sick leave for such months of leave without pay.

Intermittent and Reduced Schedule Leave

Leave because of a serious health condition may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours worked per work week or work day), if medically necessary. A reduced schedule is subject to availability depending on the business need of the department or the university. If leave is unpaid, the university will reduce the employee's salary based on the amount of time actually worked. In addition, while the employee is on an intermittent leave or reduced schedule, the university may temporarily transfer the employee to an alternative position which better accommodates recurring leave and which has equivalent pay and benefits.

Returning From Leave

If the employee takes leave because of a personal serious health condition, the employee is required to provide medical certification *to their supervisor and the leave administrator* that the employee is fit to resume work. Return to Work Medical Certification Forms (~~Attachment C~~) may be obtained from Human Resources. Employees failing to provide the Return to Work Medical Certification Form will not be permitted to resume work until it is provided.

Definitions

For the purpose of this policy, the following definitions apply.

Applicable Paid Leave - Sick leave and vacation accruals.

Spouse - Those recognized as spouses by the state of Texas.

Parent - ~~Parent~~ includes biological parents and individuals who acted as the employee's parents, but does not include parents-in-law.

Child/Son or Daughter - ~~Son or daughter, Legally recognized, includes including~~ biological, adopted, foster children, stepchildren, and legal wards, who are under eighteen (18) years of age or eighteen (18) years of age or older and incapable of self-care because of mental or physical disability.

Serious Health Condition - ~~A serious health condition means a~~ Any illness, injury, impairment, or physical or mental condition that involves: (1) any incapacity or treatment in connection with inpatient care; (2) any incapacity *or treatment* requiring absence of more than three calendar days and continuing treatment by a health care provider; or, (3) continuing treatment by a health care provider of a chronic or long-term condition that is incurable or will likely result in incapacity of more than three days if not treated.

Continuing Treatment - ~~Continuing treatment means~~*Includes: (1) two or more treatments by a health care provider; (2) two or more treatments by a provider of health care services (i.e., physical therapist) on referral by or under orders of a health care provider; (3) at least one treatment by a health care provider which results in a regimen of continuing treatment under the supervision of the health care provider (i.e., a program of medication or therapy); or, (4) under the supervision of, although not actively treated by, a health care provider for a serious long-term or chronic condition or disability which cannot be cured (i.e., Alzheimer's or severe stroke).*

Health Care Provider - ~~Health care provider~~*Includes: licensed medical (MD) and osteopathic (OD) doctors, podiatrists, dentists, clinical psychologists, optometrists, chiropractors authorized to practice in the State, nurse practitioners and nurse-midwives authorized under state law, and Christian Science practitioners.*

"Needed To Care For" - ~~"Needed to care for" a family member~~*Encompasses: (1) physical and psychological care for a family member; and, (2) where the employee is needed to fill in for others providing care or to arrange for third party care of the family member.*

"Unable to Perform the Functions of the Employee's Job" - ~~The phrase "unable to perform the functions of the employee's job" means~~*Describes when an employee is (1) unable to work at all; or, (2) unable to perform any of the essential functions of their position. The term "essential functions" is borrowed from the Americans with Disabilities Act (ADA) to mean "the fundamental job duties of the employment position," and does not include the marginal functions of the position.*

"Qualifying exigencies" – Describes situations arising from the military deployment of an employee's spouse, son, daughter, or parent to a foreign country. Qualifying exigencies for which an employee may take FMLA leave include making alternative child care arrangements for a child of the military member when the deployment of the military member necessitates a change in the existing child care arrangement; attending certain military ceremonies and briefings; taking leave to spend time with a military member on Rest and Recuperation leave during deployment; or making financial or legal arrangements to address a covered military member's absence; or certain activities related to care of the parent of the military member while the military member is on covered active duty.

"Covered servicemember" – A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. "Covered servicemember" also includes veterans discharged under conditions other than

dishonorable within the five-year period before you first take military caregiver leave to care for that veteran.

Cross Reference: The Family and Medical Leave Act of 1993 (FMLA), 29 C.F.R. § 825; Tex. Gov't Code § 661.912

Responsible for Implementation: Vice President for Finance and Administration

Contact for Revision: Director of Human Resources and General Counsel

Forms: Family/Medical Leave Request for Leave Form, Certification of Physician or Practitioner Form, Family/Medical Leave Return to Work Medical Certification Form

Board Committee Assignment: Academic and Student Affairs

Gifts, Prizes and Awards (C-58)

Original Implementation: April 22, 2008

Last Revision: ~~April 19, 2011~~ April 23, 2013

This policy provides guidance regarding gifts, prizes and awards that can be given, the manner in which they can be given, and reporting requirements. State and federal regulations restrict the use of university ~~assets~~ *funds* to provide ~~occasional~~ gifts, prizes and awards to employees, students and others in the university community. In addition, ~~different IRS~~ *the Internal Revenue Service (IRS) has regulations apply to requirements for* the federal reporting of gifts, prizes and awards given to employees versus non-employees.

Exclusions

Raffles that include the purchase of a chance or ticket may not be conducted by the university. Outside organizations authorized to conduct raffles may do so only in accordance with the university policy, Solicitation on Campus (D-33), and state law. Financial aid awards and grants are not considered gifts, prizes or awards for purposes of this policy. Most awards to students that are related to academic performance are considered financial aid, and as such are not subject to the provisions of this policy. Financial aid awarded to students must be processed through the business office, recorded on the student's account, and reflected on the student's bill.

~~Marketing and promotional items bearing the SFA name or logo are not considered gifts as long as they are not excessive in nature. An example of a marketing or promotional item is a shirt with an SFA department name provided to an SFA employee or representative. In addition, tickets provided to a representative of SFA for sporting events, fine arts events, recognition banquets, etc, are not considered gifts when attendance at the event is to promote the university in the representative's official capacity.~~

Funds and Definitions

All definitions and reporting requirements of this policy apply to any university funds, and remain the same even if the funds originate as a gift to the university from a third party.

No gifts, prizes or awards of any kind should be charged to university education and general (state) funds, designated accounts funded by course fees or other fees, or restricted federal and state funds as outlined below.

Use of Restricted Federal and State Funds: Funds from federal and state grants, contracts, or other sponsored agreements cannot be used to pay for items that are or appear to be gifts or marketing or promotional items such as t-shirts, key chains, tote bags, caps, and other souvenirs or memorabilia, unless specifically provided for in an ~~award document~~ *grant, contract or sponsored agreement*. Use of these funds to pay for awards for participation in grant-funded activities is generally allowable when both reasonable in cost and necessary to accomplish program objectives. Acceptable *participation* awards include plaques, small trophies, ribbons, certificates, pens/pencils and similar items.

For purposes of this policy the following definitions are understood:

Employee: An individual receiving compensation as a full-time or part-time employee, including casual employees, student employees and graduate assistants.

Non-Employee: An individual receiving no employment compensation of any kind or in any amount, including students who are not employed by any department of the university.

Gifts: A voluntary conveyance of something of value as a gesture of good will or appreciation. Marketing and promotional items are excluded as gifts as noted ~~above~~*below*.

Award: Something of value conveyed as a result of competition, merit or in recognition of service to the university on the part of the recipient.

Prize: Something of value conveyed as a result of chance, generally for promotional purposes, to one or more participants in an event sponsored by a university department or organization.

Nominal Value: A prize, gift or award valued at \$50 or less

EMPLOYEE as the recipient of a Gift, Prize or Award

Gifts

Gifts of cash, including gift cards and gift certificates, to employees are not allowed using university funds.

Gifts, including those for birthdays, weddings, showers, retirements, *get well, funerals* and other personal events, are ~~usually~~ not allowable expenditures of university funds, *unless purchased with funds that can be used for discretionary purposes, and budgeted for the president or vice presidents, deans, or the Board of Regents for purposes of good*

will and public relations. At their discretion, co-workers may contribute personal funds for this purpose.

Gifts other than cash, gift cards, or gift certificates are allowed when such gifts *have a business purpose and are approved in advance by the president or vice president, or the authorized approver for Board of Regents purchases (Board of Regents purchases only)* ~~are for the purpose of showing support, respect, recognition, or good will,~~ and are within IRS guidelines. The gift must be valued at \$100 or less, unless a larger amount is approved by the president or vice president, *or the authorized approver for Board of Regents purchases (Board of Regents purchases only)*. For any gift greater than \$100 in value, the department must report the following information to the controller's office for tax purposes: recipient name, social security number, address, and purpose and value of the gift.

Non-cash gifts for employees of nominal value, such as t-shirts, cups, mugs, etc. can be purchased with appropriate funds. ~~Marketing or promotional items bearing SFA name or logo as discussed above are not considered gifts.~~ *However, clothing items purchased for employees are limited to one item of clothing per employee per year, except for uniforms or apparel required to be worn by certain employees such as coaches and athletic staff.*

Marketing and promotional items bearing the SFA name or logo are not considered gifts as long as they are not excessive in nature. An example of a marketing or promotional item is a shirt with an SFA department name provided to an SFA employee or representative. In addition, tickets provided to a representative of SFA for sporting events, fine arts events, recognition banquets, etc. are not considered gifts when attendance at the event is to promote the university in the representative's official capacity.

Prizes & Awards

~~Cash~~ *Monetary* awards may be given to employees for meritorious performance or other reasons connected with employment, but ONLY as part of an established campus-wide program. See ~~Policy A-66,~~ University Awards Programs (A-66). Such ~~cash~~ *monetary* awards cannot be given in the form of gift certificates or gifts cards, but must be paid through payroll and submitted on a stipend authorization form.

Non-cash awards given to employees as length of service awards are acceptable as long as they are valued at less than \$400 per year per employee. These awards may ONLY be administered by the Department of Human Resources.

Any non-cash award given for meritorious performance, or other reasons connected with employment, must be of nominal value. ~~For purposes of this policy, nominal value is defined as \$50 or less.~~

An employee may accept a ~~cash~~ *monetary* or non-cash prize or award of any amount where the individual's employment is incidental to the basis on which the prize or award is given. For example, a university employee would be eligible to win a door prize given at random or an essay-writing contest.

For any prize or award greater than \$100 in value, the department or organization sponsoring the contest, game of chance, etc., without the purchase of a chance or ticket must report the following information to the controller's office for tax purposes: recipient name, social security number, address, and purpose and value of the prize or award.

NON-EMPLOYEE as the recipient of a Gift, Prize or Award

Gifts

Gifts of cash to non-employees are not allowed.

Gift certificates, gift cards, or tangible commodities are allowed as long as the gift is given for a valid business reason.

For any gift greater than \$100 in value, the department must report the following information to the controller's office for tax purposes: recipient name, social security number, address, and purpose and value of the gift.

Development Gifts to donors or other individuals serving development interests, or for alumni relations purposes, using university funds or property cannot exceed \$100 in value unless approved by the president. For any gift greater than \$100 in value, the department must report the following information to the controller's office for tax purposes: recipient name, social security number, address, and purpose and value of the gift.

Institutional Gifts – When university officials are visiting abroad or are hosting visitors from other institutions, appropriate university funds may be used to give such visitors a gift valued at \$100 or less as a sign of appreciation or recognition. Any gift valued greater than \$100 must be approved by the president. Marketing and promotional items with the SFA name or logo are not considered gifts as discussed above. For any gift greater than \$100 in value, the department must report the following information to the controller's office for tax purposes: recipient name, social security number, address, and purpose and value of the gift.

Gifts to Public Officials – Federal and state laws severely restrict the nature and value of gifts that may be made to public officials, and those restrictions may vary depending on the type of gift as well as the office held by the official. Gifts to municipal officials may also be restricted. In general, university policy prohibits all gifts to public officials, with the exception of token gifts valued at less than \$50 as long as they are not provided in exchange for his/her decision, opinion, recommendation, vote, or other exercise of discretion as a public official. Any exception to this limit should be discussed in advance with general counsel in order to make certain it is allowed under the specific governing conditions. There may be restrictions on paying honoraria to public officials and questions should be directed to the general counsel.

Prizes & Awards

Cash, gift certificates, gift cards or non-cash items may be given as prizes and awards as long as they are reported as required herein. Prizes and awards to non-employees must be for a valid business reason, which may include a contest, door prize, etc. without the purchase of a chance or ticket.

~~Cash~~ *Monetary* prizes and awards must be processed using the online purchase requisition system and substitute Form W-9 must be submitted to accounts payable.

For any prize or award greater than \$100 in value, the department must submit the following information to the controller's office for tax purposes: recipient name, social security number, address, and purpose and value of the prize or award.

NON-RESIDENT ALIENS as the Recipient of a Gift, Prize or Award

Cash and non-cash gifts, prizes and awards to nonresident aliens are generally subject to 30% withholding and reported on an IRS Form 1042-S. The department or organization must contact the controller's office before making gifts, prizes and awards to persons who are not U. S. citizens or legal permanent residents, regardless of the value of the gift, prize or award.

SUMMARY Type	CASH		NON-CASH	
	EMPLOYEE	NON- EMPLOYEE	EMPLOYEE	NON- EMPLOYEE
Gifts	Cash, gift cards or gift certificates not allowed.	Cash not allowed. Gift cards or gift certificates ≤\$100 allowed	Personal gifts not allowed <i>unless purchased by president, vice president, dean</i>	Value ≤\$100 allowed for a valid business reason. Value >\$100

	for a valid business reason. Gift cards or gift certificates >\$100 allowed for a valid business reason and must be reported to the controller's office.	<i>or board office for good will or public relations. Gifts that have a business purpose for the purpose of showing support, respect, recognition or good will: Value ≤\$100 (such as t-shirts, cups, mugs, etc.)</i> allowed with appropriate funds Value >\$100 requires president or vice-president approval, use of appropriate funds, and must be reported to the controller's office.	allowed for a valid business reason and must be reported to controller's office. <u>See details within the policy regarding:</u> -Development Gifts -Institutional Gifts -Gifts to Public Officials	
NON-RESIDENT ALIEN (legal permanent resident or not a U.S. citizen) Contact the controller's office before making any gifts.				
Prizes and Awards (without the purchase of ticket or chance)	Cash allowed for meritorious performance or other reasons connected with employment, but ONLY as part of an established campus-wide program and must be paid through payroll. Any amount allowed so long as the individual's employment is	Cash, gift cards or gift certificates allowed. Must be for a valid business reason. >\$100 must be reported to the controller's office.	Value ≤\$50 allowed for meritorious performance or other reasons connected with employment, EXCEPT length of service. Length of service awards valued <\$400 are allowed, but may only be	Allowed. Must be for a valid business reason; Value >\$100 must be reported to the controller's office.

incidental to the basis on which the prize or award is given (e.g., door prize, essay-writing contest); >\$100 must be reported to the controller's office.

administered by the Department of Human Resources. Any amount allowed so long as the individual's employment is incidental to the basis on which the prize or award is given (e.g., door prize, essay-writing contest); Value >\$100 must be reported to the Controller's Office.

NON-RESIDENT ALIEN (legal permanent resident or not a U.S. citizen)
Contact the controller's office before making any prizes or awards.

Cross Reference: IRS Regulations; Tex. Penal Code Ch. 36; Solicitation on Campus (D-33); University Awards Programs (A-66); *Purchase Requisition (C-30)*; *Guidelines for Expenditures from University Funds*.

Responsible for Implementation: Vice President for Finance and Administration

Contact for Revision: Controller, Director of ~~Purchasing and Inventory~~ *Procurement & Property Services*/HUB Coordinator

Forms: ~~Purchase Requisition (available through Internet Native Banner)~~ *None*

Board Committee Assignment: Finance and Audit

Grievance and Appeals (E-25N)

Original Implementation: Unpublished

Last Revision: ~~April 20, 2010~~ April 23, 2013

It is the policy of the university to seek fair and equitable solutions to grievances arising from the employment relationship. This policy applies to all non-academic staff employees. Grievances have been divided into two categories. A five-step grievance procedure for Category I grievances has been established to assure prompt and thorough consideration of employee grievances and to ensure due process of law. A shorter two-step procedure is provided for Category II grievances.

- **Category I** grievances consist of disciplinary actions resulting in involuntary terminations, demotions, decreases in salary, or suspensions without pay and in allegations of discrimination prohibited by law.
- **Category II** grievances consist of issues pertaining to wages, hours, working conditions, performance evaluations, merit raises, job assignments, interpretation of the official personnel or administrative policies of the university as applied to the grievant, oral or written reprimands, or similar matters involving management decisions concerning the grievant.

Each employee may, without prejudice or fear of retaliation, express his/her grievance through the channels outlined in this procedure with the assurance of timely and thorough consideration. Each employee is assured freedom from interference, coercion, discrimination and reprisal in filing grievances.

No substantive action results from action not taken within the specified time periods. These time periods are intended as aids to the execution of the grievance. The failure of the employee to process the grievance in a timely manner to the next level may constitute a withdrawal of the grievance. The failure of supervisory or administrative personnel to timely respond to a grievance may constitute authorization for the employee to process the grievance to the next step.

1. Category I Grievances

- a. Each grievance shall be submitted in writing using the grievance form, *which can be obtained from Human Resources*. A written grievance shall contain a clear and concise statement of the grievance which refers to the applicable policy alleged to have been violated, the date the incident took place, the issue involved and the specific relief sought by the grievant. The grievance should include any additional information to be considered in its support. Once a grievance has been submitted in writing, it may not be changed or amended

after the expiration of the ten (10) day period set out in Step One of the Grievance Procedure.

- b. All matters pertaining to a grievance shall be treated as part of the official personnel file of the grievant.
- c. A probationary employee may not file a grievance under Category I unless: (a) the action involves allegations of a health or safety hazard; or (b) the action involves allegations of unlawful discrimination or of a violation of constitutional rights. When a grievance involves alleged retaliation for the exercise of constitutional rights or discrimination prohibited by law, the burden of proof is upon the grievant to establish by a preponderance of the evidence that the decision or action placed in question by the grievance was intended to discriminate against the grievant or that the decision or action was intended as retaliation for the lawful exercise of constitutional rights by the grievant.
- d. The grievant may present his/her grievance individually, through legal counsel or through a representative of an organization that does not claim the right to strike. Fees or charges (if any) to the grievant for such representation must be paid by the grievant since university monies are not authorized for such use. The director of Human Resources has the obligation to assist the grievant, upon request, by explaining this grievance procedure in detail.
- e. Procedure for Category I Grievances
 1. Step One (First-Line Supervisor). The grievant shall use the grievance form to present the grievance in writing to the first-line supervisor within ten (10) working days from the date of the alleged action or condition giving rise to the grievance. A copy of the grievance shall be sent to the director of Human Resources by the first-line supervisor. Within five (5) working days, the supervisor shall inform the grievant of the decision in writing. A copy of the decision shall be sent to the director of Human Resources.
 2. Step Two (Department Chair or Administrative Equivalent). Grievances not satisfactorily resolved in Step One may be appealed by the employee in writing to the employee's department chair or administrative equivalent. The appeal must be made within five (5) working days following the date of the first-line supervisor's decision in Step One. Within five (5) working days, the department chairman shall inform the grievant of the decision in writing. Copies of the decision shall be sent to: (1) the first-line supervisor; and (2) the director of Human Resources.
 3. Step Three (Dean or Director). Grievances not satisfactorily resolved in Step Two may be appealed in writing to the appropriate dean or director. The appeal must be made within five (5) working days following the date of the Step Two decision. Within five (5) working days, the dean or director shall inform the grievant of the decision in writing. Copies of the

decision shall be sent to: (1) the department chair or administrative equivalent; and (2) the director of Human Resources.

4. Step Four (Vice President). Grievances not satisfactorily resolved in Step Three may be appealed in writing to the appropriate vice president of the university. The appeal must be made within five (5) working days of the date of the Step Three decision by the dean or director. The vice president shall have the option to handle the grievance or to appoint a Grievance Review Board to consider the grievance. When the subject of the grievance is the termination of the grievant, a hearing must be held if requested by the grievant. The vice president shall either commence the review or request the appointment of the Grievance Review Board within ten (10) working days following the date of the receipt of the appeal. If the vice president does not request a Grievance Review Board, a written decision shall be given to the grievant within fifteen (15) working days following the date of receipt of the appeal. If a Grievance Review Board is requested, a written decision by the vice president shall be given to the grievant within ten (10) working days following the receipt of the Grievance Review Board's report and recommendations. Copies of the decision shall be sent to: (1) the dean or director; and (2) the director of Human Resources. The procedures for the selection of the Grievance Review Board are covered in Section f. of this policy.
5. Step Five (President). The president of the university is the final level of appeal within the university. Grievances not satisfactorily resolved in Step Four may be appealed in writing to the president. The appeal must be made within five (5) working days following the date of the Step Four decision by the vice president. The president may handle the review of the grievance or, if a Grievance Review Board was not requested at the Step Four level, the president shall have the option to appoint a Grievance Review Board. Within a reasonable period of time, not to exceed thirty (30) days, following the receipt of the appeal or receipt of the Grievance Review Board's report and recommendations, whichever occurs last, the president shall inform the grievant of the decision in writing. Copies of the decision shall be sent to: (1) the appropriate vice president; and (2) the director of Human Resources.

The time limits set forth in the five steps of the grievance procedure must be observed by both the grievant and the appropriate supervisory and administrative personnel. The failure of the employee to process the grievance in a timely manner to the next level shall constitute a withdrawal of the grievance. The failure of supervisory or administrative

personnel to timely respond to a grievance shall constitute authorization for the employee to process the grievance to the next step.

- f. All ranks of university non-academic employees are eligible to serve on the Grievance Review Board.

Human Resources shall maintain a roster of non-academic employees serving on the grievance panel. The members of the grievance panel shall be representative of the university work force, taking into consideration that the panel also be representative as to sex, race, and supervisory or non-supervisory status. The members shall be selected from nominations submitted by other non-academic employees. The president shall make final approval of the panel.

A Grievance Review Board, consisting of three (3) members, shall be selected from the Grievance Panel of ten (10) employees previously approved by the president. The grievant shall select one (1) name and the step three official shall select one (1) name. The board shall name its own chair from the remaining members of the panel. A representative of Human Resources shall be an ex-officio member of the Grievance Review Board to assure that due process applicable to the procedure and other university policies is offered to all involved parties. The Grievance Review Board shall *ordinarily* hold the necessary hearing or hearings within ~~five (5)~~ *ten (10)* working days from the date the Office of Human Resources is notified in writing that a vice president or the president, as applicable, requests a hearing of the grievance. The president, vice president, Human Resources representative or the grievant shall have the right to object to the person selected as chair of the grievance board, based upon the grievance pending before the board, or perceived unfair representation of a division of the university due to the nature of the grievance. After the board is finally constituted and the hearing date is scheduled, the board shall convene and hear the grievance. If the grievant is represented by legal counsel or by a representative of an employee organization (which does not have the right to strike), the university may be represented by counsel from the university's Office of the General Counsel. The hearing shall be closed to the public.

A court reporter or at least two (2) ~~tape~~ *audio* recording devices shall be furnished by the university to record the hearing. The party requesting a typed transcript of the proceedings shall be responsible for payment of same. The hearing shall consist of opening statements by the grievant and the institutional representative, testimony by witnesses called by the institution and the grievant, with both parties having the right to cross examine witnesses, and any relevant

exhibits which either party seeks to present to the board. When the grievance relates to a disciplinary action taken against the grievant, the institution shall have the burden of proof to demonstrate by a preponderance of the evidence that there was good cause for the discipline. In all other grievances, the grievant shall have the burden of proof. Formal rules of evidence do not apply to the hearing.

At the conclusion of the testimony, both parties shall be permitted to make a closing argument. Following the hearing, the Grievance Review Board will retire to deliberate and, as soon as possible, shall submit a written report of its findings and recommendations to the vice president or president, as applicable, who will make a decision on the grievance.

2. Category II Grievances

Category II grievances are matters of employee-management disagreement other than those specifically defined as Category I grievances. Category II grievances are not authorized to be processed through the formal Category I grievance procedure. Category II grievances include, but are not limited to, employee dissatisfaction relative to wages, hours, and working conditions as well as work related actions such as performance evaluations, oral or written reprimands, administration of the merit pay program, or job assignments or interpretations of the official personnel or administrative policies of the university as applied to the grievant. A probationary employee may not present a Category II grievance for a disciplinary action.

1. Step One. A Category II grievance may be informally presented to the first-line supervisor for discussion and consideration.
2. Step Two. If a Category II grievance is not satisfactorily resolved by the first-line supervisor, the employee should present the complaint in writing using the grievance form to the appropriate department head or director for final consideration and action. If the grievance is against the department head or director, it shall be presented to the appropriate dean or supervisor of the director for final consideration. The written grievance and the written response of the department head or director shall be treated as part of the official personnel file of the employee.

Copies of the written grievance and written response shall be sent to: (1) the first-line supervisor; and (2) the director of Human Resources.

Cross Reference: U.S. Const. amend. V; U.S. Const. amend. XIV; Tex. Const. art I, § XIX; Non-Academic Employee Handbook

Responsible for Implementation: President

Contact for Revision: General Counsel

Forms: Formal Grievance Forms are available in Human Resources

Board Committee Assignment: *Academic and Student Affairs*

Human Research Subjects Protection (A-62)

Original Implementation: April 30, 2002

Last Revision: ~~July 20, 2010~~ April 23, 2013

I. Introduction

Stephen F. Austin State University (SFA) seeks to protect the welfare of every person who may be ~~involved in research and training projects~~ *a subject of a research activity*. In doing so, the university complies with appropriate federal, state, and local laws, including regulations by the Department of Health and Human Services (DHHS) for the Protection of Human Subjects in Research (45 CFR Part 46, as amended). Documentation of procedures is required for all protocols that are government funded. SFA follows the ethical principles regarding all research involving humans as subjects as set forth in the report of the National Commission for the Protection of Human Subjects of Biomedical and Behavioral Research, entitled *Ethical Principles and Guidelines for the Protection of Human Subjects of Research* (the "Belmont Report"), and in the Code of Federal Regulations (CFR).

II. Institutional Policy

All research and research-related activities involving humans as subjects ~~shall~~ *will* be reviewed by the university's Institutional Review Board (IRB). A human subject is defined as a living person about whom an investigator conducting research obtains ~~a~~ data through intervention or interaction with the individual (e.g., surveys, interviews) or ~~b~~ identifiable, private information.

For purposes of this policy, research means a systematic investigation designed to develop or contribute to knowledge that can be generalized. Program assessment, journalistic inquiries, and activities that do not generalize beyond the scope of an investigation are not considered research appropriate to IRB review.

~~Except for research specifically exempted by this policy,~~ All research projects involving human subjects conducted *by SFA faculty, staff, and students*, on or off campus, must ~~be~~ *have prior approved approval* ~~by~~ of the IRB if any of the *following* conditions ~~below~~ are met:

- ~~1. The research is sponsored by SFA;~~
- ~~2.1.~~ The research is conducted by, or under the direction of, an employee or agent of SFA in connection with institutional responsibilities, including student research under the direction of a faculty sponsor;
- ~~3.2.~~ The research is conducted by, or under the direction of, an employee or agent of SFA using any property or facility of the institution;
- ~~4.3.~~ The research involves the use of SFA's non-public information to identify or contact human research subjects or prospective subjects;

5.4. The research is conducted by or under the direction of an employee or agent of another institution who is using research subjects associated with SFA or its facilities and/or property under written agreement with appropriate university officials.

A second review may be required if: a) a long interval has elapsed between the initial IRB review and the beginning of the project; b) the proposed effort is in a rapidly changing area; or c) the principal investigator wishes to change procedures after the proposed project has been reviewed by the IRB. All approved research is open to continuing review at intervals appropriate to the degree of risk, but not less than once per year. No investigator can abdicate ethical and legal responsibility merely by complying with this policy. Failure to obtain prior, written IRB clearance may result in the imposition of restrictions on the investigator's research activities at SFA.

The chair of the IRB will forward copies of all IRB-approved research protocols and approval letters that involve research funded by ORSP using Research Enhancement or Research Development funds, or funded by an external entity to ORSP for compliance documentation and appropriate records retention.

III. Guiding Principles to the Ethical Use of Human Research Subjects

All activities involving humans as subjects must provide for the safety, health and welfare of every individual. Additionally, all legal rights, including the right to privacy, must not be infringed. The direct or potential benefits to the subject or the importance of the knowledge to be gained must outweigh the potential risks to the individual. No human subject can participate in a research project until the IRB has approved the research protocol and *written* informed consent has been obtained from the subject.

Participation in projects must be voluntary. Informed consent must be obtained from all subjects unless waived by *the* IRB. A subject's informed consent must be obtained through methods that are consistent with federal law (45 C.F.R. §§ 46.116-.117) and appropriate to the risks of the project. Whenever possible, consent should be obtained directly from the participants. If a subject is not legally or physically capable of giving informed consent, a legally authorized representative may do so.

An individual does not abdicate any rights by consenting to serve as a research subject. A human subject has the right to withdraw from a research project at any time or can refuse to participate; in either case, the subject must not experience any loss of benefits for withdrawing from a research project. Further, a human subject has the right to receive appropriate professional care, to enjoy privacy and confidentiality in the use of personal information, and to be free from undue embarrassment, discomfort, anxiety, and harassment.

The principal investigator has the obligation of safeguarding information obtained as part of a research project. When the principal investigator is a student, the faculty sponsor is

responsible for the conduct of the research and the supervision of human subjects. No individual involved in the conduct and/or supervision of a specific project can participate in IRB review of the proposal, except to provide information. A second review may be required if: a) a long interval has elapsed between the initial IRB review and the beginning of the project; b) the proposed effort is in a rapidly changing area; or c) the principal investigator wishes to change procedures after the proposed project has been reviewed by the IRB. All approved research is open to continuing review at intervals appropriate to the degree of risk, but not less than once per year. No investigator can abdicate ethical and legal responsibility merely by complying with this policy. Failure to obtain IRB clearance may result in the imposition of restrictions on the investigator's research activities at SFA.

IV. IRB Membership and Institutional Responsibilities

The IRB at SFA has the responsibility and authority to review, approve, disapprove, or require changes in research activities involving human subjects.

The IRB ~~shall~~ will have at least six members: one community representative not associated with the university, four faculty members knowledgeable about applicable laws and standards of professional conduct and practice in the use of human subjects in research, and one faculty member from a non-scientific department. All members are appointed by the president of the university for indefinite terms. The IRB may, at its discretion, invite individuals with competence in special areas to assist in the review of complex issues, but these individuals ~~shall~~ will have no voting rights. The IRB chair is appointed by the ~~president~~ provost and vice president for academic affairs of the university from among the faculty members on the IRB. Whenever possible, the chair of the IRB shall be granted a ~~one-course release~~ reassigned time equivalent to three-credits each semester.

ORSP is responsible for maintaining the registration status of the IRB with the DHHS Office for Human Research Protections (OHRP) and for reporting changes in the IRB chair and membership, and for monitoring the status of a university Federal Wide Assurance (FWA).

Conflicts of Interest

No individual involved in the conduct and/or supervision of a specific project can participate in IRB review of the proposal, except to provide information. Any IRB member who has a conflict of interest, or a perceived conflict of interest, in any research application must recuse himself or herself from the vote and must disclose the conflict of interest. Conflicts of interest include any substantial interest in or other arrangement that might benefit the IRB member privately or might result in a financial benefit to the IRB member or any member of their immediate family (~~first and second degree~~ within the second degree of affinity or third degree of consanguinity). If a quorum is present without the recused member, then a vote can proceed. Otherwise, a substitute IRB

member must be present to proceed to a vote. If there is a conflict of interest for the outside committee member, then an alternate outside member must be utilized for the vote.

The IRB ~~shall~~*will* meet once each month or as needed to ensure a thorough and speedy assessment of applications. An expedited review procedure is possible for applications that involve minimal risk to subjects and that either fall under one of the research categories eligible for expedited review or fall under the categories exempted by federal regulations. A risk is considered minimal when the harm anticipated in the proposed research is not greater in either probability or magnitude than those ordinarily encountered in daily life or during the performance of routine physical or psychological examinations or tests.

Final determination whether a project is eligible for expedited review can only be made by the IRB. The IRB shall weigh the following factors in making its determination whether to approve a proposal:

1. ~~That~~*The* rights and welfare of the subjects ~~shall~~*will* be adequately protected.
2. ~~That~~*The* risks to the subjects are reasonable in relation to anticipated benefits *of the study.*
3. ~~That~~*The* written informed consent of subjects ~~shall~~*will* be obtained by adequate and appropriate methods.

V. Informed Consent

The legal age of consent for research purposes in the State of Texas is eighteen (18) years ~~old~~*of age*. For human subjects under 18, consent must be given by a legally authorized representative, an individual, ~~or~~ judicial, or other body authorized under applicable law to consent on behalf of a prospective subject to the subject's participation in the research procedure(s). If the subject is a minor, written consent by a legally authorized representative is required unless waived by the IRB. Such waivers ~~shall~~*will* be granted by the IRB only if the principal investigator can provide adequate justification for the request [45 C-F-R- § 46.116(c)] and demonstrate assent of the child, unless the IRB acknowledges the child is incapable of giving assent.

Consent must be voluntary and must be given without coercion or undue influence. *This includes provisions for payments or other incentives to participate in a research study [Payments to Human Research Subjects (A-72)].* The information provided to the subject or to the subject's legally authorized representative must be in simple, easily understood language. If the human subject does not understand English, the informed consent must be presented in the appropriate language.

Informed consent, ~~whether written or oral~~, cannot waive or limit in appearance or in fact a human subject's legal rights, including any release of the institution or its agents from liability for negligence. *Informed consent forms must include a statement that concerns may be addressed to the Office of Research and Sponsored Programs.* Requirements and

guidelines for informed consent can be obtained from the Office of Research and Sponsored Programs (ORSP) *website*.

VI. Expedited Review

Certain research projects may be eligible for expedited review. In making this determination, the research protocol ~~shall~~ *will* be reviewed by the IRB chair and/or experienced IRB members selected by the chair. This review is limited *only* to the question of whether an expedited review is appropriate; ~~and may not disapprove the research protocols cannot be disapproved without a full IRB review.~~

Six categories of research can be considered for expedited review. ~~ORSP maintains a list of five additional categories in the medical, dental, and pharmacological areas but these are handled through a different process.~~ Research protocols that qualify for expedited review by the IRB are the following.

1. Minor modifications or additions to existing approved studies.
2. Research on individual or group behavior or characteristics of individuals (including, but not limited to, research on perception, cognition, motivation, identity, language, communication, cultural beliefs or practices, social behavior, game theory, and test development); research employing survey, interview, oral history, focus group, program evaluation, human factors evaluation, or quality assurance methodologies, when the investigator does not manipulate subjects' behavior or involve *procedures that impose stress to-on* the subjects.
3. The study of existing data, documents, records, pathological specimens, or diagnostic specimens.
4. Collection of data from voice, video, digital, or image recordings made for research purposes.
5. Moderate exercise by healthy volunteers.
6. Recording of data from subjects 18 years of age or older using noninvasive procedures routinely employed in clinical practice.

VII. Exempted Research

~~Six categories of research are exempt from ongoing IRB review. The chair of the academic unit, in consultation with the IRB, is~~ *All research with human subjects must be reviewed by the IRB. The IRB is responsible for determining whether a research project falls within one of the following exempted categories as defined in 46 CFR 101(b)(1)-(b)(6):*

1. Research conducted in established or commonly accepted educational settings that involve common educational practices.
2. Research involving the use of educational tests (e.g., cognitive diagnostic, aptitude, achievement) where information is recorded in a manner that does not identify subjects, directly or indirectly.

3. Research involving survey or interviewing procedures, except where any of the following conditions exist:
 - a. responses are recorded in a manner that subjects can be identified, directly or indirectly;
 - b. the subjects' responses, if they become known outside the research, could reasonably place the subjects at risk of criminal or civil liability or be damaging to the subjects' financial standing or employability;
 - c. the research deals with sensitive aspects of the subjects' own behavior, such as illegal conduct, drug use, sexual behavior, or use of alcohol;
 - d. the research involves the use of children, minor-age students, or other vulnerable groups as subjects.
4. All research involving survey or interview procedures when the respondents are elected or appointed public officials or candidates for public office.
5. Research involving the observation (including observation by participants) of public behavior, except where any of the following conditions exist:
 - a. observations are recorded in a manner that the subjects can be identified, directly or indirectly;
 - b. the observations recorded about ~~the~~ individuals, if they become known outside the research, could reasonably place ~~the~~ subjects at risk of criminal or civil liability or be damaging to the subjects' financial standing or employability;
 - c. the research deals with sensitive aspects of the subjects' ~~own~~ behavior such as illegal conduct, drug use, sexual behavior, or use of alcohol;
 - d. the research involves the use of children, minor-age students, or other protected or vulnerable groups as subjects and the principal investigator is a participant in the activities being observed.
6. Research involving the collection or study of existing data, documents, records, pathological specimens, or diagnostic specimens, if these sources are publicly available or if the information is recorded by the principal investigator in a manner that subjects cannot be identified, directly or indirectly.
7. Research and demonstration projects that are conducted by or subject to the approval of the DHHS, and which are designed to study, evaluate, or otherwise examine:
 - a. programs under the Social Security Act or other public benefit or service programs;
 - b. procedures for obtaining benefits or services under those programs;
 - c. changes in or alternatives to those programs or procedures;
 - d. changes in methods or levels of payment for benefits or services under those programs.

Cross Reference: Ethical Principles and Guidelines for the Protection of Human Subjects in Research: The Belmont Report; 45 C-F-R: §§ 46.101-.505; *Payments to Human Research Subjects (A-72)*.

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

Contact for Revision: Director, Office of Research and Sponsored Programs

Forms: ~~None~~ *Application for Approval of Research Involving the Use of Human Subjects; Conflict of Interest Disclosure Form for IRB Members; Workload Reassignment Request*

Board Committee Assignment: *Academic and Student Affairs*

Investments - Endowment Funds (C-41.A)

Original Implementation: Unpublished

Last Revision: ~~January 29, 2013~~ April 23, 2013

GENERAL

This Investment Policy Statement (IPS) applies to all Stephen F. Austin State University (the "university") endowment funds. These funds are given to the university by individuals and institutions to promote, encourage and advance education and to improve the degree and non-degree educational functions by establishing scholarships, fellowships, professorships, academic chairs and other academic endeavors at the university, as specified by donors. Quasi-endowment funds that are not considered to be public funds may be governed by this policy.

As provided in the Texas Education Code, each member of the Board of Regents (board) has the legal responsibilities of a fiduciary in the management of funds under the control of the university. The board recognizes its responsibility to insure that the assets of the endowment funds are managed for the exclusive benefit of the university in accordance with its donors' intentions, effectively and prudently, in full compliance with all applicable laws.

Separate fund balance accounts are maintained for all funds. Funds may be restricted either by the donor or the board. Restricted funds are available primarily for specific purposes considered beneficial to the university.

The investment of the endowment funds is governed by Section 51.0031 of the Texas Education Code. This section states that the university "... with regard to donations, gifts and trusts, may establish endowment funds that operate as trusts and are managed under prudent person standards... As used in this section, 'prudent person standard' is the standard of care described in Article VII, Section 11b, of the Texas Constitution, and means that standard of judgment and care that prudent investors, exercising reasonable care, skill, and caution, would acquire or retain in light of the purposes, terms, distribution requirements, and other circumstances of the fund then prevailing, taking into consideration the investment of all the assets of the fund rather than a single investment."

In the management of the university endowment investments, consideration will be given to the need to balance a requirement for current income for present activities with a requirement for growth in principal to compensate for inflation. Consideration will be given to the need for safety of principal, liquidity, diversification, yield and quality.

The overall objective of the IPS is to assure that the university's endowment funds are invested in a manner to achieve as high a level of return as can reasonably be expected to be achieved given the primary objective of safety and preservation of principal. The IPS clearly and concisely states the responsibilities of all parties involved with the endowment funds. The IPS will assist the board, the finance/audit committee ("committee") and the university administration in effectively communicating with and monitoring the investment manager(s) and the investment firm(s) that will be engaged from time to time to facilitate the management of the endowment assets of the university. It states the boards' attitudes, guidelines and objectives in the investment of the endowment assets.

RESPONSIBILITIES

The university acknowledges that the ultimate responsibility for satisfactory investment results rests with the board. The board believes that this responsibility is best discharged by delegating certain authority to the university administration and by appointing one or more investment management organizations to assume certain responsibilities.

The specific responsibilities of the board in the investment process include and are limited to developing a sound and consistent investment policy, developing sound and consistent investment policy guidelines, establishing reasonable investment objectives, allocating the endowment assets between equity and fixed-income investments, and other investment mediums which it may deem appropriate and prudent, communicating clearly the major duties and responsibilities of those accountable for investing the endowment assets and achieving investment results, evaluating performance results, and abiding within all applicable laws, including conflict of interest provisions therein.

The vice president for finance and administration (vice president) and director of financial services are designated as the investment officers for the university. As such, the vice president or designee are responsible for accounting for investments, monitoring and evaluating performance results, and ensuring that policy guidelines are being adhered to and investment objectives are being met. In addition, the vice president is responsible for the purchase, sale, assignment, transfer and management of investments, for communicating with investment managers, brokers and dealers, for compiling performance results, and for determining the proper distribution of investment returns to the various accounts. The vice president is also responsible for determining the appropriate distribution of income in accordance with the distribution policy in the distribution policy section. The vice president, or designee, will submit an annual investment perspective to the Board of Regents.

The vice president may establish an investment committee. The committee may review investment reports, monitor investment activity or review and revise qualified investment brokers that are eligible to serve in an investment capacity for the university. The chair of the Board of Regents may designate a board member to serve as a liaison on the investment committee.

INVESTMENT POLICY

The board believes that the endowment assets should be managed in a way that reflects the application of sound investment principles.

The board adheres to the traditional capital market theory that maintains that over the long term, the risk of owning equities should be rewarded with a somewhat greater return than available from fixed-income investments. This reward comes at the expense of higher volatility of returns and more exposure to market fluctuations than with fixed-income investments. Fixed-income investments provide a more predictable return and higher current income than do equities. Thus assets should be allocated between fixed-income investments, equities, and alternative investments in such a manner as to provide for current income while providing for maintenance of principal in real terms.

Avoiding large risks is essential. The university is willing to trade off some potential opportunities for gain from high-risk investments (with high loss potential) by assuming a moderate-risk posture in order to have a more stable positive return. This may result in sacrificing some potential opportunities for gain during rising markets in order to avoid large short term declines in market value during falling markets. Since the university is adverse to large downward fluctuations in the value of its investments resulting from volatile market value fluctuations, such year-to-year volatility should be minimized.

INVESTMENT POLICY GUIDELINES

For the purpose of this policy, all individual securities which use long-term credit ratings must be rated the equivalent of "A" "BBB" or better by a nationally recognized credit rating service. Securities using short-term credit ratings must be rated at least A-2, P-2, F-2 or the equivalent by a nationally recognized credit rating service.

The following categories of securities are permissible investments:

- a. Direct obligations of the United States government or its direct agencies.

- b. Direct obligations of federally-sponsored agencies in accordance with the above paragraph.
- ~~b~~.c. *Taxable obligations of U.S. state and local governments in accordance with the above paragraph.*
- ~~c~~.d. United States dollar denominated bonds, debentures, or commercial paper and convertible securities issued by corporations in accordance with the above paragraph.
- ~~d~~.e. Common stock and preferred stock issued by United States domiciled corporations and common stocks of foreign companies listed on the major U.S. or foreign security exchanges.
- ~~e~~.f. Certificates of Deposit issued by federally insured state banks, federally insured savings and loan associations and saving banks or federally insured credit unions. Amounts over the insurance limit of the institutions must be secured by pledged securities.
- ~~f~~.g. Bankers' acceptances accepted by a bank organized and existing under laws of the United States or any state in accordance with the above paragraph.
- ~~g~~.h. Money Market Mutual Funds. Funds must be registered with the Securities and Exchange Commission, have a maximum dollar weighted average maturity of no longer than 13 months, and be no-load funds. Funds must have assets consisting of securities described in the paragraphs above and seek to maintain a stable net asset value of \$1.00 per share (or unit).
- ~~h~~.i. Direct Security Repurchase Agreements. Direct Repos must be fully secured (collateralized) by securities authorized under the sections (a) through (f) above. Such collateral must be held by a third party. All agreements will comply with Federal Reserve Bank guidelines.
- ~~i~~.j. Shares of investment companies as defined by the Investment Company Act of 1940. These companies include both closed-end investment companies and open-end investment companies (mutual funds). Shares in these companies may be purchased if they own securities described in sections (a) through (h) above.
- ~~j~~.k. Shares of Exchange Traded Funds, known as ETFs, are permissible investments under this section.
- ~~k~~.l. Certain types of transactions and purchase of certain types of securities are specifically prohibited by this policy. Commodity trading including all futures contracts, purchasing of letter stock, short selling, option trading, and margin trading are specifically prohibited. Neither tax-exempt debt of state and local governments, private placements, nor guaranteed investment contracts may be purchased. No investments will be made in derivative products as defined by the Financial Accounting Standards Board in Statements of Financial Accounting Standards, No. 133. Collateralized mortgage obligations that do not pass the Federal Financial Institution's Examination Council test may not be purchased.

- ~~l.m.~~ Assets and/or funds reportable within the scope of the university's annual financial report may not be invested in or used to purchase securities, including obligations, of a private corporation or other private business entity that owns 10% or more of a corporation or business entity which records or produces any song, lyrics or other musical work that explicitly describes, glamorizes or advocates: (1) acts of criminal violence, including murder, assault, assault on police officers, sexual assault, and robbery; (2) necrophilia, bestiality, or pedophilia; (3) illegal use of controlled substance; (4) criminal street gang activity; (5) degradation or denigration of females; or (6) violence against a particular sex, race, ethnic group, sexual orientation, or religion.
- ~~m.n.~~ No more than six percent (6%) of the portfolio, including convertible securities, can be invested in any one company. This will be measured on a cost basis. No more than ten percent (10%) of the portfolio can be invested at any time in one company based on the market value of the stock and portfolio. This section is not applicable to investments in U.S. government securities.
- ~~n.o.~~ No more than fifteen percent (15%) of the portfolio can be invested in any one industry sector, as defined by Standard and Poor's broad categories, based on the cost value of the portfolio. No more than thirty percent (30%) of the portfolio can be invested in any one industry sector based on the market value of the portfolio. The holdings do not have to be invested in industry groups that represent a cross-section of the economy.
- ~~o.p.~~ Permitted alternative investments in the portfolio may include hedge funds, managed futures funds, private equity funds, or real estate. Investments in other strategies shall be reviewed and recommended by the investment officer prior to purchase. Permitted alternative investments in the Portfolio are limited to diversified commingled trust fund vehicles or limited partnerships offered through a third party distribution channel, such as what is offered through many broker-dealer firms. Mutual funds securities that are rated below A must comprise less than 1 percent of the holdings in the alternative portion of the endowment portfolio and must have a minimum B rating. Any investment vehicles where the portfolio's liability can exceed the value of the portfolio's investment are strictly prohibited. The portfolio shall emphasize investments in fund-of-fund vehicles that are diversified by investment style and typically utilize multiple investment managers within a fund. The portfolio, however, may invest in single manager funds, but these investments shall not comprise the majority of the investment. Permitted alternative investments in the portfolio are limited to investment vehicles that offer the ability for the portfolio to make contributions or receive distributions at least quarterly (but preferably monthly) without restriction or incurring additional fees. The maximum allocation to any one fund shall not exceed 25% of the total investment portfolio. If the allocation to alternative investments exceeds the limit at any point in time, the investment officer shall rebalance the allocation to the fund at the next opportunity.

when the fund permits liquidation of fund holdings. For the alternative portion of the portfolio, an allocation that exceeds 10% of the total endowment portfolio shall require approval of the investment officer and the investment committee.

p.g. All of the equities purchased for the portfolio (based at market value) should have a minimum market capitalization of \$250 million. The allowable range and target asset allocation for the endowment funds is:

Class	Allowable Range	Target
Equities securities	0% - 70%	55%
Fixed income securities	0% - 60%	35%
Cash or cash equivalents	0% - 100%	0%
Alternative Investments	0% - 25%	10%

For the equity portion of the portfolio, the International Equities should represent at a maximum 30% and minimum 0%.

For the fixed income portion of the portfolio, the asset mix should be: maximum U.S. government bonds 100%, minimum government bonds 0%, maximum corporate bonds 50%, minimum corporate bonds 0%, maximum cash 100%, minimum cash 0%. Gifts of individual securities will be liquidated or transferred to an equity fund manager currently employed by the university under the Use of Investment Firms section. The liquidation or transfer will take place as soon as possible. If liquidated, the proceeds will be invested in accordance with the allowable range and target asset allocation set forth in this policy. Exceptions to this policy are securities described by sections (a), (b) and (c) above. Such securities may be held so long as the asset allocation ranges are maintained. The policy in this section can be overridden by a written directive from a donor.

The university will insure the safety of its invested funds by limiting interest rate, credit and foreign currency risks. Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment the greater the sensitivity of its fair value to changes in market interest rates. The vice president may diversify investment maturity to limit interest rate risk. The average weighted duration of the portfolio should not vary from industry benchmarks by more than +/-20%.

Credit risk is the risk that an issuer or counterparty to the investment will not fulfill its obligations to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. To limit credit risk, this policy requires investments in US dollar denominated bonds, debentures, or commercial paper and convertible securities issued by corporations to be rated the equivalent of "A"

“*BBB*” or better using long-term ratings and at least A-2, P-2, F-2 or equivalent using short-term credit ratings.

Foreign currency risk is the risk that changes in exchange rates will adversely affect the fair value of investment. In order to mitigate this risk, foreign investments are limited to a maximum of 30% of the portfolio.

USE OF INVESTMENT FIRMS

The vice president or designee is responsible for the selection of brokers and dealers for the execution of security transactions and for the safekeeping of securities. Sales, purchases and exchanges will be transacted through well-capitalized, nationally recognized investment firms which are major participants in the equity and fixed-income markets. Firms should be selected to provide the maximum benefit to the university. The vice president may choose to use a request for proposals to select the firm or firms with which the university deals.

Selection of outside investment managers will follow these guidelines:

- a. The vice president or designee, within statutory and other regulatory authority, may place selected funds of the university with investment managers outside the university for investment purposes. The investment of such funds will be subject to the provisions of this investment policy statement. The vice president or designee is authorized to negotiate with outside investment managers for the benefit of the university.
- b. Outside investment manager(s) will receive a copy of the IPS and a Letter of Instructions outlining investment instructions and asset allocation parameters expressed in writing by the vice president or designee. The Letter of Instructions will state return objectives that are reasonable and achievable within the guidelines provided herein. These return objectives should be achieved over a reasonable time frame, thus it is not necessary for the outside manager(s) to exceed the return expectations each quarter. In addition, each outside investment manager must execute a written statement to the effect that the registered principal of the organization has received and thoroughly reviewed the investment policy of the university. The statement must also acknowledge that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities.
- c. Consistent with this investment policy statement and their Letter of Instruction, the outside investment manager(s) will be responsible for making decisions on a discretionary basis. This includes buy, hold, sell and timing decisions. The outside

manager(s) must make responsible decisions in the selections of specific securities and the general timing of purchases and sales necessary to achieve a satisfactory overall return for the assets.

- d. Outside manager(s) will invest only into the security class(es) for which they were retained to manage. The manager(s) have discretion to place funds into cash, however, their performance will be measured against an index which measures their security class without deducting the cash position.

The overall portfolio and the individual managers will be evaluated on a periodic basis using industry benchmarks.

The annualized Alpha should exceed both individual managers' and total portfolio fees. Alpha measures the excess return for the amount of risk taken. Portfolio turnover will be monitored. If the performance results of the portfolio meet the objectives stated herein, the rate of turnover in the portfolio will not be an evaluative factor. However, a portfolio turnover higher than the average of similar fund managers is considered a negative. Files will be maintained on investment firms with which the university deals. The files will contain information that supports the financial stability of the firms. These files will be updated annually. A list of approved brokers and firms will be maintained and changes will be approved by the Board of Regents.

DISTRIBUTION POLICY

The spending policy should balance the long-term objective of maintaining the purchasing power to the endowment funds with the goal of providing a reasonable, predictable, stable, and sustainable level of income to support current needs. At the end of the investment year, in consultation with the investment manager, the investment officer will review the total return on the endowment accounts and recommend an annual distribution. The target distribution will be between 4% and 5%. The investment officer will recommend an amount up to 5.00% of the average invested balance for the purposes delineated in the endowment memorandum of understanding. If returns permit, an amount equal to the rate of inflation will be added back to each endowment principal balance. If there are positive total returns beyond the inflation rate, then the investment officer will recommend that this amount be added to a contingency reserve that may be distributed during years of poor investment performance as determined by the officer. When the contingency reserve has reached a balance in excess of two years of normal distributions, the investment officer may recommend that additional distributions be made from the contingency reserve.

PERFORMANCE EVALUATION

The vice president will submit quarterly reports to the board on the performance of the investment portfolio. The reports will disclose the book value and market value of the portfolio at the beginning and ending of the reporting period by the type of asset and fund type invested. The reports will disclose the realized and unrealized gains/losses on the portfolio for the reporting period. Additions and changes in the market value of the portfolio during the period will be reported. The reports will show the pooled fund value as well as individual assets by fund type. The reports will state the maturity date of each asset that has a maturity date. The total return on the portfolio, on each asset class and for each manager will be reported.

The performance of the total portfolio, each asset class and each manager will be compared to appropriate benchmarks and included in the quarterly reports to the board. The report will contain sufficient information for the board to determine if actions should be taken to correct any deficiencies that may exist.

CONFLICTS OF INTEREST

Members of the board are frequently persons of wide-ranging business interests. Therefore, a prudent, independent investment decision process may result in investments in firms or organizations with which a member of the board is affiliated. Affiliation shall be interpreted within this section to mean an employee, officer, director, or owner of five percent or more of the voting stock of a firm or organization. The investment staff or an unaffiliated investment manager may invest in such securities. However, the following restrictions shall apply

- a. a member of the board shall not direct nor participate in the decision to purchase or sell securities of a firm with which such member is affiliated; and
- b. investments will not be purchased from or sold to a member of the board.

DISCLOSURE REQUIREMENTS

Disclosure Requirements for Outside Financial Advisors

External financial advisors and service providers shall comply with Texas Government Code Chapter 2263, Ethics and Disclosure Requirements for Outside Financial Advisors and Service providers.

Disclosure Requirements for Investment Officers

Pursuant to Texas Government Code Sec. 2256.005(i), an investment officer of an entity who has a personal business relationship with a business organization offering to engage in an investment transaction with the entity shall file a statement disclosing that personal

business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined under Chapter 573, to an individual seeking to sell an investment to the investment officer's entity shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the entity. For purposes of this subsection, an investment officer has a personal business relationship with a business organization if:

1. the investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
2. funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or
3. the investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

AUDITS

The Department of Audit Services of the university shall include endowment assets as a component of its annual audit risk assessment. If the department determines that the endowment assets meet its risk assessment criteria, audit services may perform an annual audit of the endowment assets to ensure compliance with the endowment investment policy.

Cross Reference: Tex. Educ. Code § 51.0031; Tex. Gov't Code Ch. 573, § 2256.005, Ch. 2263; 15 U.S.C. §§ 80a-1 – 80a-64; Tex. Prop. Code Ch. 163

Responsible for Implementation: Vice President for Finance and Administration

Contact for Revision: Vice President for Finance and Administration

Forms: None

Board Committee Assignment: Finance and Audit

Items Requiring Board of Regents Approval (D-20.5)

Original Implementation: July 5, 1988

Last Revision: ~~July 19, 2011~~ April 23, 2013

- A. Items That Require Approval by the Board of Regents
1. Construction/renovation projects if the estimated cost is \$100,000 or more, including:
 - a. Selection of an architect/engineer
 - b. Authority to submit the proposal to the Texas Higher Education Coordinating Board if the estimated project cost (includes all cost) is at least \$4,000,000 for new construction, \$4,000,000 for renovation, or as otherwise required under law.
 - c. Construction contract awards. The Guaranteed Maximum Price must be reported to the Buildings and Grounds Committee at the next possible meeting.
 - d. Approval of project budget.
 - e. Change orders that would increase the cost of the project beyond the amount of the Guaranteed Maximum Price. Board approval of change orders would not be required for budgeted construction contingencies within the Guaranteed Maximum Price.
 - f. For projects requiring coordinating board approval, a final project close-out report entailing a post completion evaluation of the project that includes the following elements that must be reported to the Buildings and Grounds Committee: final project cost, summary of change orders, existence of any liquidated damages, final HUB participation percentages and total value, summary of approvals from any state or federal agencies having jurisdiction, survey summary of evaluation by end users, and summary of final inspection punch list for items needing repair. A warranty inspection will be conducted and major warranty repairs summarized for review by the president and chair of the Buildings and Grounds Committee.
 2. Actions relating to university employees, including
 - a. Appointment of full-time faculty
 - b. Faculty promotions
 - c. Awarding of faculty tenure
 - d. Appointment of full-time administrative/professional staff (exempt) excluding those requiring student status
 - e. Change of position status of full-time faculty and administrative/professional (exempt) staff

- f. Advisement on termination of full-time faculty and administrative/professional (exempt) staff (executive session only, does not require board action for approval)
 - g. Leaves of absence for faculty and administrative/professional (exempt) staff for one semester (four and one-half months) or more
 - h. Dual employment (with state agencies) of faculty and administrative/professional (exempt) staff
3. Delegations of administrative authority, including
 - a. Authority to approve travel
 - b. Authority to approve purchases
4. Policy statements when the effect will be to change admission, probation, or suspension regulations; establish or alter policies, regulations, or rules relating to employment or property rights; govern the activities of the entire university or a major section of the university, such as rules for admission into teacher education or any other major curriculum; change long standing and well accepted practices or patterns of behavior; or implement rules, regulations or activities established by external authorities
5. Contracts, purchases, or agreements in the amount of \$100,000 or more, except those that appear in Item B below
6. Any lease of any item (building, equipment, etc.) if the total cost of the lease is expected to be \$100,000 or more without regard to the length of the lease period
7. Purchase, sale or exchange of real property (executive session only; does not require board action for approval)
8. Depository contract
9. Food service (or similar) contracts, including changes in existing contracts
10. Contracts and agreements with support or development foundations
11. Settlements, consent decrees, authority to enter into litigation (executive session only, does not require board action for approval)
12. Establishment (or change) of tuition, student fees, and room and board rates
13. Curriculum matters, including
 - a. Establishment or elimination of academic programs
 - b. Establishment or elimination of courses
 - c. Major changes in programs or courses
14. Designation of a name for university buildings, facilities, streets, etc.
15. Annual holiday schedule
16. Private, governmental, or foundation grants or agreements if the purpose of the grant, etc. is not designated ("president's discretion" constitutes a designation)
17. Annual operating budget
18. Increases in existing budgets through a "budget adjustment" if over \$100,000, except revolving funds.

19. Biennial legislative request
20. Long range master plan

B. Items That Do Not Require Approval by the Board of Regents

1. Construction or renovation projects under \$100,000
2. Change orders under \$100,000 as long as the approved budget is not exceeded
3. Appointment, change-of-status, promotion, termination of non-exempt employees
4. Appointment, change-of-status, termination of graduate or student assistants
5. Resignations
6. Contracts, purchases, and agreements when the amount is less than \$100,000
7. Budget transfers that do not increase the board approved budget
8. Private, governmental, and foundation grants, agreements or sub-awards if the purpose of such is stipulated by the grantor. New grants, contract, agreements or sub-awards will be submitted to the Board of Regents for ratification on a quarterly basis.
9. Materials purchased for resale in auxiliary operations and central stores
10. Materials purchased for inventory stock of physical plant, residence life, or student center operations, such as custodial cleaning products and paper goods
11. Materials purchased for inventory stock from operation and maintenance budgets previously approved by the board, such as food purchases for the Early Childhood Lab and Piney Woods Conservation Center
12. Library subscription services
13. Recurring printing orders
14. Contracts and agreements for athletic events, entertainment concerts, fine arts events, and other similar activities
15. Group travel packages for resale
16. Materials or services purchased for emergencies resulting from disasters, hazards, or other exigent circumstances
17. Other items approved by the president of the university which are not listed in Section A of this policy
18. Specific commodities or service necessary for day-to-day operations of the university:
 - a. Water utility
 - b. Regulated electricity for beef farm, broiler farm and PWCC
 - c. Gasoline for university vehicles
 - d. Credit card merchant service fees
 - e. Maintenance contracts associated with preventive and/or repair work for on-going maintenance or service provided on a scheduled or as-needed basis for equipment or software
 - f. Asbestos abatement projects as necessary on an “as needed” basis

- g. Insurance negotiated and/or approved by the State Office of Risk Management
- h. Temporary staffing services
- i. Telecommunications and networking services and fees for land-line phones, cell phones and internet service
- j. Hosted software services and applicable license and maintenance for general business operations such as student bill payment, cashiering and student email
- k. *Television programming services*
- l. *Pest Control services*
- m. *Concrete services not related to a project that requires board approval*
- n. *Hazardous waste pick-up and disposal services*
- o. *Radio tower rental for the university radio station*
- p. *Consultant for annual roof inspections*
- q. *Fire alarm inspections*
- r. *Travel-related contracts, including air charter service*
- s. *Search engine optimization for the university website*
- j-t. *Preferred or mandatory use vendor contracts, blanket contracts or standing orders not otherwise requiring board approval, for which multiple purchases made as needed by departments may exceed \$100,000 over the term of the contract including renewals and including, but not limited to, computers, printers, office supplies, promotional products, chemicals and air filters for HVAC systems, etc.*

Cross Reference: None

Responsible for Implementation: President

Contact for Revision: President

Forms: None

Board Committee Assignment: Finance and Audit Committee

Kennedy Auditorium Reservation and Use (B-16)

Original Implementation: September 1, 1975

Last Revision: ~~January 31, 2012~~ April 23, 2013

Reservations for Kennedy Auditorium shall be made with the dean of the College of Sciences and Mathematics. A Facility Reservation Agreement form must be completed and approved by the dean.

~~No admission fees shall be charged.~~ Verification shall be required that space is not available in the Baker Pattillo Student Center prior to a student organization being given permission to use Kennedy Auditorium. *No fee shall be charged for use of the auditorium. Groups/organizations may charge a fee or take donations for their event if lawful to do so.*

The university shall not be responsible for items left in the auditorium.

The person making the reservation shall be responsible for obtaining any needed equipment, e.g., a podium, projector, public address system, etc.

The person reserving the auditorium shall be responsible for keeping the facility clean and for repairing any damage.

No materials shall be affixed in any way to the auditorium's walls, doors (interior or exterior), chalkboards, or screens without prior written approval of the dean.

Prior to the event, a representative of the group/organization using the auditorium shall make a walk-through of the venue with a representative from the dean's office.

Violation of the above guidelines shall result in denial of future use.

Cross Reference: Use of University Facilities (B-1)

Responsible for Implementation: Provost and Vice President for Academic Affairs

Contact for Revision: Dean of the College of Sciences and Mathematics

Forms: Facility Reservation Agreement; *Walk-Through Checklist*

Board Committee Assignment: Building and Grounds Committee

New Employee Orientation (E-33.1)

Original Implementation: September, 1990

Last Revision: ~~January 25, 2011~~ April 23, 2013

The purpose of this policy is to ensure that new employees receive sufficient orientation to enable them to perform their assigned duties. It is the responsibility of each department to require new employees to participate in the new employee orientation ~~that consists of four (4) parts.~~ The hiring department is responsible for scheduling the new employee for orientation with Human Resources prior to the new employee's first day of employment. ~~New employee orientation consists of certain federally regulated forms that must be completed by the new employee within the first three (3) days of employment. The new employee must bring documents to the orientation session that verifies their identity and authorization to work. They should also plan to bring relevant information with them to enroll any dependants in health insurance (such as birth dates, social security numbers and addresses).~~ New employee orientation is normally held on Monday mornings in the Human Resources department.

1. The first orientation session is conducted by Human Resources on or before the first day of employment. In this session, the new employee receives detailed information about SFA, completes a new employee orientation packet which includes their benefit selections, payroll information, U.S. Citizenship and Immigration Services forms (I-9), ~~and~~ receives information about training and other benefits *and attends mandatory EEO and safety trainings. The new employee must bring documents to the orientation session that verifies their identity and authorization to work to satisfy the I-9 requirements. The employee must complete the first section of the I-9 on or before the first day of employment. They should also plan to bring relevant information with them to enroll any eligible dependents in health insurance (such as birth dates, social security numbers and addresses).*
2. The second orientation session is the departmental employee orientation, conducted within the first six weeks of employment by the employee's immediate supervisor. This session is provided to acquaint the new employee with university policies and procedures, departmental details, and information regarding the expectations for performance of the job duties. The supervisor should use the "New Employee Orientation Checklist" provided by Human Resources to ensure they have covered all the essential information needs of the new employee. The completed checklist should be returned to Human Resources and will become a permanent part of the employee's personnel file. Each department should maintain a copy for their files.
- ~~3. The third session is conducted by Human Resources and Safety in a separate, mandatory training normally held within 30 days of employment regarding EEO~~

~~laws and safety hazards. The employee should receive notice to attend through their immediate supervisor as requested by Human Resources.~~

- ~~4. The fourth session is also mandatory training conducted by Human Resources. The training explains the university's Performance Management and Review Plan and applies to all non-faculty employees. Human Resources will schedule all new hires affected by this policy to attend the training.~~

While orientation is required for all new employees, the supervisor should maintain flexibility as to the extent of the orientation sessions, i.e., individuals having previous university employment may not require the in-depth training that would be needed by a first-time employee. At the supervisor's discretion, an employee transferring from one university department to another may be required to participate only in the departmental employee orientation (see No. 2 above).

Cross Reference: ~~Performance Management Plan (E-57)~~ *None*

Responsible for Implementation: Vice President for Finance and Administration

Contact for Revision: Director of Human Resources

Forms: New Employee Orientation Checklist (available in Human Resources)

Board Committee Assignment: ~~Finance and Audit~~ *Academic and Student Affairs*

News Releases (F-20)

Original Implementation: 1950

Last Revision: ~~April 20, 2010~~ April 23, 2013

Departments and individuals ~~wishing~~*seeking* media coverage concerning university activities should request assistance from the Office of Public Affairs, which will work collaboratively with the requesting party to evaluate the newsworthiness of the activity. When an activity is determined to be newsworthy, the Office of Public Affairs will prepare and market a release of information to the news media.

Departments and individuals should not contact the news media without the assistance of the Office of Public Affairs. News media receive numerous requests for coverage from a wide range of organizations and individuals. Uncoordinated coverage requests *and/or requests for coverage of* ~~for~~ activities that may have little or no news value for the media have the potential to diminish the effectiveness of the Office of Public Affairs when it makes requests for coverage of newsworthy activities. The Office of Public Affairs may grant exceptions to select university divisions regarding this aspect of this policy.

Upon occasion, news media may directly contact university faculty or staff to interview for comments that may be published or broadcast. Faculty and staff members are encouraged, as time permits, to share their insights on topics within their areas of scholarly study or professional expertise. Such participation has the potential to highlight the quality of university personnel, bring positive visibility to the university and provide a valuable community service. The faculty or staff member contacted by the media promptly should notify the Office of Public Affairs of the interview request. The Office of Public Affairs can assist both sides in facilitating the interview.

Cross Reference: None

Responsible for Implementation: President

Contact for Revision: Executive Director of ~~Marketing and~~ Public Affairs *and Marketing*

Forms: None

Board Committee Assignment: Academic and Student Affairs

Parking and Traffic Regulations (D-24)

Original Implementation: September 1, 1961

Last Revision: ~~April 17, 2012~~ April 23, 2013

SECTION I: GENERAL PROVISIONS

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

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

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

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

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

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

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

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

- C. **Appeals:** Any person receiving a citation may appeal. Appeals must be submitted in writing and must be received within ten (10) days of the date the

citation was issued. Appeal forms are available at the Parking & Traffic Office during regular business hours and on-line at <http://www.sfasu.edu/parking>. Boots and impoundments may be appealed in this same manner.

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

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

Voided means the ticket issued was not valid.

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

The appellant will be notified of the decision via their SFA email account.

Should the appellant disagree with the decision of the appeal officer, they may make a final appeal to the appropriate hearing board.

Appeal Board Hearing:

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

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

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

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

Excused means the ticket and its resulting fine are excused.

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

All decisions of these boards are final.

Appellant's Rights

Appellants shall have the right:

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

Rules of Procedure

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

10. A board member must excuse himself/herself from any appeal in which he/she is involved, or in which a member of his/her family is involved.

Findings and Sanctions

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

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

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

3. **Authority:** P&T and UPD are authorized to enforce these regulations:
- A. Through the issuance of university citations and collection of enforcement fees, including the periodic billing of unpaid citations and the referral of individual cases pertaining to unpaid campus citations to a collection agency;
 - B. Through the impoundment of vehicles interfering with the movement of vehicular, bicycle, or pedestrian traffic, blocking a sidewalk or space for those with disabilities, loading dock, ramp, cross-walk, entrance, exit, fire lane, or aisle;
 - C. Through the impoundment or immobilization of vehicles for unpaid enforcement fees or display of a lost, altered, stolen or unauthorized parking permit;
 - D. By the suspension, revocation or denial of campus parking and driving privileges, parking permit and garage access privileges to those who have flagrantly violated these regulations;
 - E. By requiring either the vehicle owner or operator or the person who purchased the permit to appear in court for certain moving violations or at a university hearing for non-payment of outstanding charges or other violations of these regulations;

- F. By barring re-admission and by withholding grades, degree, refunds and official transcript of any student for non-payment of outstanding charges in accordance with university standards;
 - G. By disciplinary action against employees or students who fail to abide by these regulations;
 - H. By such other methods as are commonly employed by city governments or state agencies in control of traffic regulation enforcement.
 - I. Violation of the university parking & traffic regulation is a misdemeanor punishable by a fine of up to \$200.
4. **Proof:** The issuance of a citation reflecting the existence of any parking or traffic control device, sign, short-term spaces, signal or marking at any location on university property shall constitute prima facie evidence that the same was in existence and was official and installed under the authority of applicable law and these regulations. When any person is charged with having stopped, parked and left standing a motor vehicle on the campus, in violation of any provision of these *Parking and Traffic Regulations*, proof that said vehicle was, at the date of the offense, bearing a valid university parking permit shall constitute prima facie evidence that said vehicle was then and there stopped, parked, and left standing by the holder of the parking permit. If the vehicle does not bear a valid university parking permit, proof that the vehicle at the date of the offense alleged was owned by an individual is prima facie proof that said vehicle was then and there stopped, parked and left standing by the individual.
5. **Responsibility:**
- A. The person to whom a university parking permit is issued is responsible for any citation issued with respect to a car displaying that permit or a vehicle registered through P&T by that person.
 - B. If the vehicle does not display a valid university parking permit and is not registered through P&T to any university permit holder, then the person to whom the vehicle is registered through the Texas Department of Transportation or other state agencies at the time of issuance of the citation and that individual's university affiliate (faculty, staff or student) are responsible for the citation.
6. **Collection Methods:** The university may arrange for collection of debts due to the university pursuant to these regulations in the following manner and as specified elsewhere in these regulations:

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

SECTION II: DEFINITIONS

COMMUTER: SFA students without a SFA housing assignment.

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

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

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

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

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

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

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

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

PARKING ENFORCEMENT ASSISTANT: Employee of P&T who controls the parking of motor vehicles; issues parking citations in parking lots, garages and along streets at SFA; provides guidance and directions to visitors; assists with special-event parking; provides special services such as escort, vehicle unlocks and jump starts; and immobilizes vehicles in accordance with these regulations.

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

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

PERMIT REQUIREMENTS: a permit is required at all times on campus, with the exception of semester intersessions *and Official University Holidays.*

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

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

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

SFA: Stephen F. Austin State University

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

STUDENT: Any person who is or has been within the last six months registered and enrolled at the university (including but not limited to online students, special students,

part-time students, auditing individuals, teaching assistant students, graders and research assistants).

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

UNIVERSITY: Stephen F. Austin State University

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

UPD: Stephen F. Austin State University Police Department

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

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

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

SECTION III: TRAFFIC REGULATIONS

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

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

2. **Special Instructions:** No person shall fail to comply with any instruction related to traffic or parking given by a university police officer or director of P&T or a P&T parking enforcement assistant.
3. **Temporary Restrictions:** The director of P&T or chief of UPD or their designee is authorized to temporarily implement restrictions that govern parking and traffic

relating to construction, emergency situations or special events on campus, and by agreement with the city of Nacogdoches, on public streets. Notice of such restrictions may be given by the posting of temporary signs or barriers or in any other area deemed appropriate.

4. **Speed Limits:** 20 mph on campus roads, 10 mph in parking lots and service drives and 5 mph in parking garages is the maximum speed limit, at all times, unless otherwise posted.
5. **Traffic Obstruction:** No person shall park or bring to a halt on the campus any vehicle in such a manner as to interfere with normal vehicular or pedestrian traffic or jeopardize safety or university property.
6. **Vehicles in Buildings:** With the exception of wheelchairs, ADA scooters or other devices specifically authorized by the director of P&T or chief of UPD or their designee, no person shall place, use, park or otherwise leave a vehicle within any university building other than a parking garage at any time.
7. **Sidewalks, Grass or Shrubbery:** No person shall drive a vehicle on a sidewalk, walkway, patio, plaza, grass, shrubbery or any unmarked or unimproved ground area unless such areas are signed and marked for driving, except as specifically authorized by P&T or UPD.
8. **Passenger Pick-Up and Drop-Off:** No person shall stop a vehicle on any street, alley or driveway on the campus for the purpose of picking up or dropping off a pedestrian without first drawing up to the right-hand curb.
9. **Pedestrians:** Pedestrians have the right-of-way at marked crosswalks, in intersections and on sidewalks extending across a service drive, building entrance or driveway. Pedestrians crossing a street at any point other than within a marked crosswalk or within an unmarked crosswalk at an intersection shall yield the right-of-way to all vehicles on the street. No pedestrian shall stand on the traveled portion of any street, alley or driveway in such a manner as to obstruct or prevent the free flow of traffic.
10. **Reserved Spaces:** Several parking spaces, regardless of the area in which they are located, are reserved 24 hours a day, seven (7) days a week for service vehicles, residence hall directors, handicapped or as loading zones. This also includes UPD business, police vehicles only, *and* visitors ~~spaces and VIP parking spaces at Hall 20~~. Parking areas are generally reserved for the type of permit holder indicated by signs from 6 a.m. to 4 p.m., Monday through Friday, except as otherwise indicated. Parking lots 8W (north of McKibben Education Building), ~~and~~ 15 (HPE Complex) *and* 55 (*Social Work Building*) are reserved Monday through Friday until 8 p.m.

- a. A portion of Lot 47 (Commuter Lot), as identified by metal signs, is reserved for band practice on Monday, Tuesday, Wednesday and Thursday ~~after~~ *beginning at 3:30 p.m.* Vehicles will be towed *or relocated*, at owner's expense, from this area during this designated time.
 - b. Some lots may be reserved for tailgating events before, during and after each home football game. These reserved areas will be identified by signage placed out the day before the game designating the time the area must be clear of vehicles. Vehicles inside this area after the specified time may be towed at the owner's expense.
 - c. Pecan Park (Lot 54): A portion of the spaces facing the pavilion are reserved for non-SFA park patrons ONLY.
11. **Motorcycle Spaces:** Parking spaces have been designated for motorcycles by curb markings. Spaces so marked are for two-wheeled motor vehicles only. Motorcycles may not park in no-parking zones, fire lanes, reserved spaces or any other space ~~not deemed a legal parking space.~~
12. **Head-In Parking:** All vehicles, except motorcycles, must park head-in and within a defined space in lots and streets having angled or head-in parking.
13. **Parking Designations:** Parking areas are designated by signs and/or color coding on a map obtained online at the P&T website at <http://www.sfasu.edu/parking/>. These signs and maps indicate the type of permit holder for which the area is reserved. Parking along Aikman Drive is reserved for All Area permit holders assigned to that lot.

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

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

SECTION IV: PARKING REGULATIONS

1. **General:** A vehicle operator shall park only in a parking space as authorized by the parking permit displayed or as otherwise specifically authorized by P&T or UPD. ~~Each parking space within a lot or garage shall be marked or defined by appropriate signs and/or other markings.~~ *Each parking lot or garage shall be defined by appropriate signs and/or painted lines (when the parking area is paved). All spaces are designated, but not every space has a sign. It is the responsibility of the permit holder to park in the authorized area. Most lots are authorized for multiple types of permits. The various classes of parking permits and their eligibility requirements, privileges, and limitations are described in detail in this regulation.* Parking in a garage requires either the appropriate SFA permit, or in the case of the Student Center Garage, payment by the hour.
 - a. A permit must be obtained for each academic year or portion thereof. Permits for the current academic year may be obtained at any time during the academic year. Persons may complete an *online* permit application for the next academic year beginning April 1 and the permits will be mailed to the address provided by applicant on the first business day in August.
 - b. A permit must be displayed on the vehicle no later than the first business day that the vehicle is brought on campus.
 - c. Only the permit for the current academic year should be displayed.
 - d. Vehicles owned by students cannot normally be registered in the name of a faculty or staff member, unless approved by the chief of police or the director of P & T or their designee.
 - e. Anyone whose SFA status changes must update their permit to reflect that change no later than the first university business day after the change takes place. If the permit number of a returned permit is legible, then the replacement permit will be issued for \$15. Otherwise, the regular fee will be charged.
 - f. A vehicle should not be sold with the parking permit still displayed.
 - g. Damaged parking permits should be replaced immediately through the Parking & Traffic office.
2. **Use of Parking Permits:** no person shall lend, sell or otherwise allow another person to use their permit, except as specifically authorized by these regulations. Misuse of a permit may result in confiscation of the permit without refund and a restriction on issuing permits for at least one year. Persons found displaying said permit in violation of this section will be subject to the appropriate fine, booting, and/or towing of their vehicle(s).

3. **Permit Requirements:** a permit is required at all times on campus, except if parked in the Student Center Garage or the short-term paid spaces in Lot 21 or during intersessions when parking without a permit is authorized in commuter and resident spaces only. Vehicles are eligible to park only as authorized by the class of permit issued. (Section V.2, Permits, “Classes of Permits and Eligibility,” sets forth the classes of permits and eligibility requirements).

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

4. **Manner of Parking:** No person shall:
- A. Park without a current parking permit or payment of the designated short-term parking, except as specifically authorized by the director of P&T or the chief of UPD or their designee.
 - B. Park a vehicle such that it occupies portions of more than one parking space.
 - C. Park a vehicle with the left wheels to the curb unless parked on a one-way street.
 - D. Double park a vehicle.
 - E. Park a vehicle in a manner that obstructs “disabled” parking spaces, walkways, driveways, ramps, loading docks, or marked crosswalks.
 - F. Park any vehicle on a sidewalk, walkway, patio, plaza, grass, shrubbery or any unmarked or unimproved ground area.
 - G. Park a vehicle or permit a vehicle to stand in or block access to any area designated as a fire lane or 15 feet in either direction of a fire hydrant. Fire lanes are designated by posted signs and/or yellow or red painted curbs. Any emergency authorization for use of fire lanes must be obtained through UPD.
 - H. Park a vehicle in a no parking zone
 - I. Park a vehicle in an area designated as a bus stop.
 - J. Park in a space with a barricade or remove a barricade, except as specifically authorized by P&T or UPD.

- K. Park a trailer, recreational vehicle or mobile home on university property unless specifically coordinated and approved by P&T.
- L. Park or store a bicycle except at designated bicycle parking areas.
5. **Loading Zones:** Loading zones/docks are intended for the delivery of bulky items that cannot be carried long distances. The operator of a vehicle making deliveries must be actively loading or unloading the vehicle with the flashers engaged, and may not be parked in the loading zone for longer than 15 minutes. When loading/unloading is completed, the vehicle must be relocated to the assigned lot. If the loading/unloading activity will take longer than 15 minutes contact P&T for assistance.
6. **Disabled Parking:** No person shall park a vehicle in a "disabled" space without a university permit and appropriate state disabled placard or license plate. Disabled parking is provided in all parking lots on campus. These spaces are reserved 24 hours a day, seven (7) days a week for the holders of state handicapped parking placards or license plates. A current SFA permit is also required. Only the person to whom the disabled plate or placard is issued may use the permit for such parking.
- a. Handicapped permits and temporary handicapped permits are issued by the county tax assessor-collector of any Texas county.
 - b. Only vehicles displaying a handicapped permit or temporary handicapped permit *or license plate* may park in "Reserved for Handicapped" parking spaces or any other area designed for disabled persons such as an access ramp or curb cut. These vehicles must also display a valid Stephen F. Austin State University parking permit. *The person ~~to~~for whom the handicapped permit*~~State Disabled~~ *has been issued* ~~permit or license plate~~ *must be with the* ~~in the~~ *vehicle at the time it is parked.*
 - c. A vehicle displaying a valid SFA parking permit and a valid handicapped permit or license plate may park in any non-reserved parking space on campus. Reserved parking spaces are reserved 24 hours a day/ seven (7) days a week for service vehicles, residence hall directors, visitors, and loading zones.
 - d. Faculty/staff members who have a valid handicap placard or license plate issued by the state of Texas may purchase a commuter permit in lieu of a faculty/staff permit.
7. **Temporarily Sick or Injured Permit:** A temporary permit, valid for up to one week, may be obtained by a person who is temporarily disabled, due to illness or

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

8. **Visitor Parking:** Official visitors, not otherwise eligible for a university parking permit, may be offered no-cost visitor permits, not to exceed three days without the specific permission of the director of P&T. Visitor parking is set aside for special interest areas of the university. These spaces may not be utilized by university personnel, students or employees of private contractors assigned to Stephen F. Austin State University. These spaces are reserved for bona fide visitors to the university. Visitors should obtain a visitor parking permit from Parking & Traffic office or the Information Booth on Vista Drive. Visitors are required to show a valid driver's license to obtain a visitor permit.
9. **Emergency Vehicle Parking:** Emergency vehicles are exempt from the provisions of these regulations when being operated in response to an emergency situation.
10. **Abandoned Vehicles:** The university may deem a vehicle parked on university property for more than 48 hours without a valid permit to be abandoned and may remove such vehicle as provided in Ch. 683 of the Texas Transportation Code.
11. **Disabled Vehicles:** If a vehicle becomes temporarily disabled and cannot be parked in its assigned area, it must *immediately* 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, authorization must be renewed at 24-hour intervals *and such authorization shall not ~~to~~ exceed three (3) days*. Temporary parking will not be authorized in areas that are not parking spaces (tow-away or no-parking zones, etc.) or in disabled parking. A permit may not be purchased for display on a disabled vehicle. For these purposes, a disabled vehicle is a vehicle that has been disabled for more than three weeks.
12. **Short-term Pay Parking (Student Center Parking Garage and ~~the numbered center~~designated spaces in Lot 21):** Short-term pay parking is available in these locations for parking without a permit and paying the hourly rate.
13. **Student Center Parking Garage Fees:** The use of the Student Center Parking Garage is deemed Pay-Per-Use 24 hours a day, 7 days a week. Persons parking in

the Student Center Parking Garage must enter the garage by pulling a ticket or use a garage entry card permit. The forms of payment accepted by the equipment will be posted at the entrances to the garage. Permit and hourly rates may be found on the Parking Fees Table located in Appendix A.

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

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

SECTION V: PARKING PERMITS

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

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

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

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

- a. Every person operating a bicycle on university property must give the right-of-way to pedestrians at all times, keep to the right of the roadway and obey all traffic signals.
- b. Bicycles may not be parked on sidewalks or in university buildings at any time. Bicycles are to be parked in bicycle racks. Bicycles may not be left on porches or walkways and may not be chained to trees, light poles, shrubs, art objects, handrails or stairways.
- c. Bicycles parked in violation may be impounded and removed to the University Police Department and a \$25 fee charged for release.

2. Classes of Permits and Eligibility:

A. Faculty/Staff:

Class "AA"

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

Price: Refer to Appendix A for rates

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

Class "F"

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

Price: Refer to Appendix A for rates

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

Class “PG” – Student Center Garage Permits

Eligibility: SFA faculty and staff

Price: Refer to Appendix A for rates

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

Class “M”

Eligibility: SFA faculty and staff

Price: Refer to Appendix A for rates

Where: valid in any area designated for motorcycle parking.-

Class “B” – Faculty/Staff Class “B” Daily Surface Permit

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

Price: Refer to Appendix A for rates (minimum purchase of 5 permits)

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

B. Student**Class “PG” – Student Center Garage Permits**

Eligibility: SFA students

Price: Refer to Appendix A for rates

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

Class “C” - Commuter Student Surface Permit

Eligibility: SFA students not living in university housing

Price: Refer to Appendix A for rates

Where: valid for parking in any Commuter space-.

Class “H” - Resident Student Permit

Eligibility: SFA students with a current SFA housing assignment

Price: Refer to Appendix A for rates

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

Class “M”

Eligibility: SFA Students

Price: Refer to Appendix A for rates

Where: valid in any area designated for motorcycle parking.

Class “S” - Commuter Student Daily Surface Permit

Eligibility: SFA students without *an* SFA housing assignment

Price: Refer to Appendix A for rates (minimum purchase of five permits)

Where: valid for parking in any Commuter space

Class “K” - Resident Housing Student Daily Surface Permit

Eligibility: SFA students with *an* SFA housing assignment

Price: Refer to Appendix A for rates (minimum purchase of five permits)

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

C. Other**Class “W” – Fitness Permit**

Eligibility: Student Recreation Center members not otherwise eligible for an SFA permit. Those who are the spouse of a faculty or staff member are eligible, provided the member’s SFA-affiliated spouse has purchased a valid parking permit.

Price: Refer to Appendix A for rates

Where: valid for parking in Commuter spaces and Lot 14

Class “CV” – Contractor/Vendor Parking Permit

Eligibility: Any non-affiliated vendor, salesperson, technical representative, other service personnel (such as copier repairers) or contractor. Students, faculty and staff are not eligible for vendor/service permits.

Price: Refer to Appendix A for rates

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

Class “RF” – Retired Faculty/Staff Parking Permit

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

Price: No charge

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

Graduate Assistant Upgrade:

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

Price: \$10 per semester

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

Dual Credit Student Upgrade:

Eligibility: Dual credit high school students

Price: \$5 per semester

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

D. Display of Permits: Permits shall be displayed on the vehicle according to the instructions furnished on the permit. Each academic year a permit holder who fails to display their permit will be allowed three warnings for parking in an authorized area without displaying the permit.

E. Surrender or Removal of Permits:

- a. Termination of relationship with SFA: A permit holder shall return their permit to SFA when the permit holder's relationship with the university terminates. Permits not returned to SFA remain active, and the permit holder is responsible for the permit fee.
- b. Permit holders are required to remove and surrender their permit:
 - i. In the case of a decal permit when there is a change in ownership of the vehicle
 - ii. When a replacement permit has been issued
 - iii. Upon revocation of the permit

F. Expiration of Permits: Permits expire on the date listed on the face of the permit.

G. Payment of Permit Fees: When an application is made for a permit, the fee charged will be for the entire permit period or for the entire unexpired portion of the permit period. See [Appendix A: Parking Fees Table](#) for specific permit fees.

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

SECTION VI: SPECIAL SERVICES

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

University Police Department does not change flats, push cars or perform other automotive service.

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

SECTION VII: ENFORCEMENT

1. **Parking and Traffic Citations:**

A) Issuance: Any person violating these regulations may receive a citation.

B) P&T Authority: University parking enforcement assistants are authorized to write university parking citations.

C) UPD Authority: UPD officers are authorized to issue university citations and court appearance citations for violation of these regulations. It is the general policy of the university to issue court appearance citations only for moving violations and for any violation when the individual's driving or parking privileges have been suspended, although UPD may issue a court appearance for any appropriate violation. All vehicles driven on Stephen F. Austin State University property are subject to all university traffic regulations, state of Texas motor vehicle codes and city of Nacogdoches motor vehicle laws. Moving violations may be issued on a city of Nacogdoches traffic citation or filed in the office of the appropriate justice of the peace or with the city of Nacogdoches Municipal Court.

Fees for parking violations may be paid in person at the university business office between 8 a.m. and 4:30 p.m. Monday through Friday, or mailed to:

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

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

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

If the vehicle cited can be connected to a current SFA student or employee a notice of the citation will be sent to the SFA email account of the violator, otherwise a notice will be sent to the DMV address of the registered owner. Such notices will inform the

violator that a citation has been issued to them and will contain information about any other outstanding citation(s) they may have.

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

Each notice, both physical and e-mail, will include information about how to pay or appeal the citation(s).

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

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

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

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

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

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

7. **Suspension of Parking Privileges:**

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

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

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

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

- A. If a person whose privilege of driving or parking on campus has been suspended receives a university citation by reason of having a vehicle on campus during the period of their suspension, the period of suspension may be extended and a referral to the appropriate university office may be made for further university disciplinary action.
- B. A person receiving notice that their privilege of driving or parking on university property has been suspended shall return, without refund, the remnants of the permit issued (or the entire hanging permit) to the P&T office immediately.

8. **No Excuse:**

The absence of sufficient parking spaces on the university campus is not justification for violation of these regulations. Failure to enforce any regulation shall not

constitute a waiver of the university's authority to enforce these regulations. Other improperly parked vehicles do not constitute an excuse for improper parking.

SECTION VIII: DRIVING AND PARKING OFFENSES

~~2012-2013~~2013-2014 Parking Violations

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

B9	Parking on campus while parking privileges are suspended (<i>plus tow fee if applicable</i>)	\$150
C1	Moving a barricade or parking within any barricaded area (<i>plus tow fee if applicable</i>)	\$40
C2	Using a forged, altered, false, fictitious or stolen permit (<i>plus tow fee if applicable</i>)	\$150
C3	Falsifying or altering vehicle registration information (<i>plus tow fee if applicable</i>)	\$100
C4	Parking in/blocking a handicapped space, ramp, or unloading zone w/o placard (<i>plus tow fee if applicable</i>)	\$150
C5	Having a vehicle towed from campus	**
C6	Citation with move	\$40
C7	Vehicle moved to another location on campus	**
C8	Vehicle has been wheel locked	\$75
C9	Parking in violation of the direction of a traffic control officer	\$40
C10	Theft of property or damaging property by unauthorized boot removal or tampering/attempted removal of the boot (plus replacement cost of damaged property)	\$150
C11	Improper exit from a university parking garage (plus maximum daily fee due)	\$75
C12	Parking in a garage without payment (limited to once a semester)	\$15

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

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

APPENDIX A: PARKING FEES TABLE

2012-2013-2013-2014 SFA Parking Permits				
Permit Sales Rate Chart				
Faculty and Staff				
Permit Type	Description	Annual		
AA	Faculty/Staff AA Permit	*see below		
F	Faculty/Staff Assigned Lot Permit	*see below		
PG	Annual Student Center Garage Permit	\$825	NA	NA

	Semester Student Center Garage Permit	\$410	\$410	\$410
M	Motorcycle Permit	\$ 60		
B	Faculty/Staff Daily Permit	\$3/Day	\$3/Day	\$3/Day
Student				
Permit Type	Description	September 2013-12	January 2014-13	May 2014-13
PG	Annual Student Center Garage Permit	\$825	NA	NA
	Semester Student Center Garage Permit	\$410	\$410	\$410
C	Commuter Permit	\$ 100	\$ 67	\$ 34
H	Campus Resident Permit	\$ 133	\$ 90	\$ 45
	Campus Resident Second Vehicle	\$ 94	\$ 89	\$ 64
S	Commuter Daily Permit	\$3/Day	\$3/Day	\$3/Day
K	Campus Resident Daily Permit	\$3/Day	\$3/Day	\$3/Day
M	Motorcycle Permit	\$ 60	\$ 43	\$ 22
Miscellaneous				
Permit Type	Description	September 2013-12	January 2014-13	May 2014-13
W	Fitness Permit	\$ 20	\$ 20	\$20
CV	Contractor/Vendor Permit	\$170	\$114	\$58
T	Trailer Permit	\$ 50	\$ 33	\$17
RV	Occupied Recreational Vehicle**	\$ 40		
<i>** Per night, after four (4) days</i>				

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

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

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

FS permits are prorated monthly

Cross Reference: Parking and Traffic Regulations and Information, Tex. Educ. Code §§ 15.201-.211, 54.505; Tex. Transp. Code Ch. 683

Responsible for Implementation: Vice President for University Affairs

Contact for Revision: Chief of University Police

Forms: None

Board Committee Assignment: Academic and Student Affairs

Photographic Reprints (F-22)

Original Implementation: Fall 1969

Last Revision: ~~April 20, 2010~~ *April 23, 2013*

~~Additional p~~Prints of university activities photographed by the Office of Public Affairs are available for a fee. The photography fee must be paid prior to delivery of prints. Contact the Office of Public Affairs for a current fee schedule or visit the ~~Web~~ *website* www.sfasu.edu/photos.

Cross Reference: None

Responsible for Implementation: President

Contact for Revision: Executive Director of ~~Marketing and~~ Public Affairs *and Marketing*

Forms: None

Board Committee Assignment: Academic and Student Affairs

University Printing Services (F-23)

Original Implementation: Unpublished

Last Revision: ~~April 20, 2010~~ *April 23, 2013*

University Printing Services (*UPS*) provides photocopying, off-set printing, typesetting, and finishing services ~~to all~~ *for* university departments, offices and organizations. ~~University faculty, staff, students and organizations may use University Printing Services so long as all work submitted relates to or is required for a university event, function or assignment. UPS~~ *University Printing Services may accept work from outside non-profit organizations associated with the university on a cash basis external parties as production time allows, but primary consideration is to serve the needs of the university but priority will be given to meeting official university needs first. University Printing Services UPS does* will not accept work for political campaigns, churches, businesses or for individuals or organizations not associated with the university.

Payment for services may be charged to an inter-departmental transfer (IDT) account by an authorized individual, ~~or~~ may be rendered in cash, *or paid with an accepted credit card*. All IDT charges will be tax exempt, *Appropriate tax will be charged for all other purchases unless acceptable* but proof of tax exempt status ~~must be provided on cash purchases, or state tax will be charged~~ *is provided*.

A completed "Work Order" form and sample must accompany any job submitted to ~~Printing Services~~ *UPS*. Work Order forms can be acquired either at the ~~Printing Services~~ *UPS* Department or online at the ~~Printing Services~~ *UPS* ~~W~~web-site www.sfasu.edu/printingservs.

~~Printing Services~~ *UPS* abides by all policies governing university publications as published by the Office of Public Affairs.

Cross Reference: None

Responsible for Implementation: President

Contact for Revision: ~~Executive Director of Marketing and Public Affairs~~ *Director of Student Services*

Forms: Work Order forms can be acquired either at the *University Printing Services* Department or at the *University Printing Services* ~~W~~web-site www.sfasu.edu/printingservs.

Board Committee Assignment: Academic and Student Affairs

Property Inventory and Management (C-42)

Original Implementation: September 28, 1996

Last Revision: ~~July 20, 2010~~ April 23, 2013

Stephen F. Austin State University will comply with ~~the State Property Accounting (SPA) policies and procedures, and SPA practitioner's standards~~ *Texas Government Code § 403.2715, university policies, and procedures outlined in the property management manual.* Property acquired under federal or state grants and contracts will be identified and maintained according to the same guidelines as the university's centralized property management and control described herein, *except as otherwise stipulated by the grant.*

~~Stephen F. Austin State University shall be identified by SPA as an internal reporting agency.~~

~~Centralized property management and control is performed by the Procurement and Property Services Department. Property responsibility is delegated by the president of the university through the director of Procurement and Property Services to two property managers.~~

~~All references to financial responsibility are inherently understood to apply when employee negligence is involved.~~

PROPERTY RESPONSIBILITY AND ACCOUNTABILITY

All references to financial responsibility are understood to apply only when employee negligence is involved, Property Liability (B-34).

~~Director of Pprocurement and Pproperty Sservices and Pproperty Mmanagers~~ - The president has delegated to the director of Pprocurement and Pproperty Sservices and two property managers ~~are responsibility~~ for the overall management of university property, maintenance and control of centralized property records, and disposition of surplus and salvage property.

~~Department Head~~ Equipment manager - The chair or administrative head of a department is designated "~~property manager~~" equipment manager for the department. The ~~department head~~ equipment manager may not delegate this responsibility. The ~~department head~~ equipment manager may be held financially responsible for any property listed on his/her department property records.

Designee - The ~~department head~~ equipment manager may name up to two designees to receive and submit property communications on his/her behalf. The designee(s) do not

assume property responsibility or accountability in lieu of the ~~department head~~*equipment manager*. The designee(s) may not sign property documents on behalf of the ~~department head~~*equipment manager*.

Responsible Party Custodian - The ~~responsible party~~*custodian* is ~~that any~~*any* employee who is listed on property records ~~ias~~*is* entrusted with the care and safekeeping of specific pieces of property, ~~and. The responsible party~~*and. The responsible party* may be held financially responsible for any university property assigned to him/her. If the ~~department head~~*equipment manager*, or his/her designee, fail to assign property to a ~~responsible party~~*custodian*, the ~~department head~~*equipment manager* shall be listed on property records as the ~~responsible party~~*custodian*.

All University Employees - All employees will receive the ~~P~~*Property Liability Acknowledgement Policy* form advising that he/she may be entrusted with university property. The ~~P~~*Property Liability Acknowledgement*, (~~See Property Liability Policy (B-34)~~*See Property Liability Policy (B-34)*), advises the employee that he/she will be held financially responsible for any property determined to be damaged, destroyed, missing, or stolen due to employee negligence, *regardless of whether the employee is listed as a custodian on property records.*

PROPERTY DEFINITIONS

Property is defined and will be ~~added to property records~~*accounted for* in accordance with ~~State Property Accounting (SPA) rules and guidelines~~*Texas Government Code § 403.272*. The property managers, in conjunction with the director of procurement, and with appropriate administrative approval may ~~determine~~*define* additional equipment to be tracked in property records. ~~All property definitions are stated in the Property Management Manual.~~

Property definitions include purchased or donated property. The department is responsible to notify the property manager of any donations to determine if the property must be added to property records.

PROPERTY VALIDATION

Each ~~department head~~*equipment manager* and ~~responsible party~~*custodian* is to exercise care and control over the property for which he/she is responsible. Property should be monitored on a perpetual basis. Various procedures for property validation *and updating* include, but are not limited to, ~~the following~~:

Annual Property Inventory Audit -

~~The property office is in the process of converting all property to RFID tags. While that conversion is on-going, once per year an Annual Property Inventory Audit will be conducted one of two ways: 1) physical count by department, or 2) RFID scan by the property office. An official property report and certification must be returned to the property manager by the deadline stated in the annual property inventory instructions. Reports in campus mail will not be considered received.:~~

- ~~1. PHYSICAL COUNT: The department head is responsible to assign two individuals (the department head may be one of the two) to physically count and verify by tag number and room location all items on the official property report for the department. Each piece of property listed on the official property report must be visually viewed, and the official property report checked, marked, or otherwise noted confirming existence of the property, its location and the responsible party. Property not located must be documented with an explanation as to the last known information regarding its location. Missing or Stolen Property Reports may be required.
—The Property Inventory must be completed and the official property report and certification returned to the property manager by the deadline stated in the Annual Property Inventory instructions.~~
- ~~2. RFID SCAN: The department head is responsible to assign one individual (the department head may be this individual) to identify and open doors, cabinets, storage areas, etc. for property to be scanned by property staff. If available and at the property manager's discretion, scanners may be checked out to departments to complete scanning. After scanning is complete, the property managers will produce exception reports, which will be generated and forwarded to the department head and designee for resolution. Missing or Stolen Reports may be required. After all exceptions have been resolved an updated property list will be forwarded to the department head and designee for review and updating of responsible party names and property condition, and approval by signature and return of the Approval of Annual Property Inventory form.~~

Annual Property Inventory Deadlines

~~Departments failing to complete the Annual Property Inventory and return the official property report and certification or respond to exceptions and return the Approval of Annual Property Inventory form to the property manager by 5:00 p.m. on the deadline date will be given a 2nd deadline and will have all ordering, including P-Cp-cards, shut down until the official property report and certification are received in the property manager's office.~~

~~Reports in campus mail will not be considered received.~~

Failure to ~~submit~~*return* the official property report and certification to the property manager by 5:00 p.m. ~~on~~*on* the 2nd deadline will result in *all ordering continuing to be shut down until the official property report and certification are received in the property manager's office*, and department information, including, but not limited to, department name, department head and property values being reported to the Board of Regents at the next regularly scheduled meeting. Reports in campus mail will not be considered received.

Computer Inventory -

~~In addition to the Annual Property Inventory Audit,~~*Departments must complete an annual computer inventory to facilitate the purchase of campus-wide software licenses and annual analysis of computers for the university computer replacement plan.*

Spot-Check Audit -

Property spot-check audits will be conducted by property personnel ~~in a routine fashion to allow independent verification.~~*Spot check audits will not be performed throughout the year except during annual property inventory.*

Monthly Transaction Statements -

~~Transaction statements listing~~*information for all additions and deletions to each department's property records will be provided monthly to the department head/equipment manager and his/her designee(s), along with a request to update location and custodian information.*

Adjustment Of Property Records -

The following property information must be updated throughout the year as changes occur. ~~Procedures for making these changes are outlined in the Property Management Manual.~~

1. ~~Department Head~~*Equipment Manager* - procedures apply to both outgoing and incoming department heads (interim or permanent); information regarding the change must be completed within 30 days of assuming or relinquishing duties.
2. ~~Responsible Party~~*Custodian* - procedures apply upon transfer or termination of any employee listed as a ~~responsible party~~*custodian* on department property records; information regarding the change must be completed within 30 days of the transfer or termination.

2.

3. *Permanent location changes including building room number and/or transfer to another department.*

USE OF STATE PROPERTY

In accordance with Texas Government Code § 2203.004 University property may be used only for state/university purposes. University property in the custody of any Stephen F. Austin State University employee may not be loaned, sold, traded, thrown away, cannibalized, or disposed of in any manner without the prior authorization of the property manager.

Removal Of Property From Campus

University property may be taken off campus only for official business of the university or another state agency. The individual taking equipment off campus assumes financial responsibility and must complete a ~~Removal of Property from Campus~~ form in accordance with procedures outlined in the ~~Property Management Manual~~.

~~Property may be taken off campus for a specific period of time, in which case property will be verified for return on the specified date.~~

~~Property may be taken off campus for an indefinite period of time, in which case the Removal of Property from Campus form must be completed annually. Annual verification of the property will be included in the Annual Property Inventory Audit.~~

Items containing potentially sensitive, private or confidential information are not to be stored in any leased premises unless specifically authorized in writing by the President. These items include but are not limited to computers, electronic or digital storage devices, and paper documents. Certain off-campus facilities may lack the security necessary to protect such sensitive information.

Loaning Property To Another Agency

University property may be loaned to another state agency or institution of higher education. The president must approve the loan of the property in writing and receipt of the property must be acknowledged in writing by the head of the borrowing agency.

TRAINING

Mandatory training is required for all ~~department heads~~ *equipment managers*, designees, and ~~responsible parties~~ *custodians*. ~~No prior training will be considered in lieu of this requirement.~~ After initial training, refresher updates are required every 2 years. ~~The~~

~~property managers will accommodate special needs and special training times as needed or desired. All training is documented in the university's myTraining system.~~

Failure to complete training within 30 days of notification (equipment manager, designee, or custodian) will result in having the individual's p-card inactivated. Failure to complete training within 60 days of notification will result in all ordering for the department, including p-cards, being shut down until the individual completes training.

SALVAGE AND SURPLUS PROPERTY

Salvage Property

Salvage property is any personal property which through use, time or accident is so depleted, worn out, damaged, consumed, or outdated that it is obsolete and/or can no longer serve the purpose for which it was originally intended. Salvage property may be discarded or retained for cannibalization of parts, but should be identified for deletion from property records with appropriate documentation and property manager approval.

Surplus Property

Surplus property is any personal property that is in excess of the needs of the department and which is not required for its foreseeable future. Surplus property may be new or used but must have additional useful life. Surplus property may be *traded in, transferred to another department or transferred to surplus with appropriate documentation.* ~~deleted from department property records as follows, with detailed procedures described in the Property Management Manual:~~

- ~~1. *Trade-In toward the purchase of new property* – trade-ins must be included in solicitations and/or negotiations prior to issuing a purchase order or contract, not added after completion of the purchase process.~~
- ~~2. *Transferring Property to another Department* – property may be transferred from one department to another by completing a Property Transfer Form (PTF). Procedures for completion and routing are in the Property Management Manual.~~
- ~~3. *Transferring property to Surplus* – property may be transferred to surplus by completing a Property Transfer form (PTF). Procedures for completion and routing are in the Property Management Manual. Property transferred to surplus is available, without cost, for transfer to any department in need of such property. Availability is on a first come, first served basis.~~

PROPERTY DISPOSAL

University property is to be disposed of as allowed and described in the ~~P~~property ~~M~~management ~~M~~manual, with the exception that disposition of property acquired through federal or state grants and contracts must respect the terms of the grant or contract under which it was acquired. The property manager will determine the disposal option that complies with ~~SPA rules and guidelines~~*Texas Government Code § 2175.304 and § 2175.905* and best meets the needs of the university.

All property sales, including scrap metal, are to be overseen by the property office. All funds from sale proceeds will be deposited to the surplus sales ~~account~~*fund and org*, unless otherwise approved by the vice president for finance and administration. Such approval will be restricted to situations where the proceeds will be returned to an income-generating department such as the soils lab, ~~bee~~*f*~~farm~~*agriculture* farms, etc. or where the proceeds will provide an off-set to a large project purchase such as a road bus, etc.

Where possible ~~H~~hard drives (“loose”, internal or external), memory cards from printers or scanners, or copiers must have all data removed before final disposal of the property. Memory cards from printers or scanners will be destroyed by the ~~P~~property ~~M~~anager. *Hard drives will be degaussed for re-use or destroyed by information technology services.* Procurement will ~~insure~~*work with departments to document* that data stored on copiers is removed before a copier leaves the campus.

MISSING OR STOLEN PROPERTY

Missing Property

Missing property is any personal property that has disappeared with no explanation, the loss of which must be reported ~~IMMEDIATELY~~*immediately* to the property manager.

A ~~M~~issing or ~~S~~stolen ~~P~~property ~~R~~report must be completed within 24 hours of reporting the missing property. As part of the report the department head must make a determination of negligence on the part of the responsible party, *Property Liability (B-34)*. Failure to report missing property to the property manager ~~IMMEDIATELY~~*immediately* may result in a determination of negligence.

Any appropriations withheld from the university due to exceeding the allowed value threshold of missing property will be deducted from the budget of the department responsible for the property. The value threshold is ~~based on the FY 02-03 Appropriations Bill, section 9.03~~*defined in the General Appropriations Act.*

Stolen Property

Stolen Property is any personal property that has disappeared by known theft, whether by forced removal, burglary, theft by employee, or other criminal act. Stolen property must be reported ~~IMMEDIATELY~~*immediately* to the property manager in conjunction with ~~IMMEDIATELY~~*immediately* filing a stolen report with ~~the University Police Department~~.

A ~~Missing or Stolen Property Report~~ must be completed within 24 hours of reporting the stolen property. As part of the report the department head must make a determination of negligence on the part of the responsible party, *Property Liability (B-34)*. Failure to report stolen property to the property manager and/or ~~UPD~~ ~~IMMEDIATELY~~*university police immediately* may result in a determination of negligence.

EMPLOYEE NEGLIGENCE

~~The president, director of procurement and property services, property managers, department head, or responsible party will be financially responsible for damaged, destroyed, missing or stolen property if negligence is determined.~~

Negligence is defined as:

- ~~1. failure to exercise reasonable care and safekeeping for university property, resulting in its disappearance or theft;~~
- ~~2. failure to exercise reasonable care to maintain and service property, resulting in deterioration of the property;~~
- ~~3. evidence that property has been damaged or destroyed as a result of an intentional wrongful act or a negligent act.~~

~~When the property manager has reasonable cause to believe that any university property has been lost, stolen, damaged, or destroyed through the negligence of an employee, an investigation will be conducted by the property manager. If the investigation confirms negligence, the following individuals/offices will be notified:~~

- ~~▪ SFA Audit Services~~
- ~~▪ State Attorney General~~
- ~~▪ Vice President for the Division~~
- ~~▪ Vice President for Finance and Administration~~
- ~~▪ Director of Procurement~~
- ~~▪ Director of ITS (computers only)~~

~~While the loss is pending with the AG's office, SFA will determine the value of the property and give the negligent employee(s) an opportunity to provide a replacement or~~

reimbursement to the university. The Attorney General's Office may accept the action taken in the previous step and close the case or investigate and make a final determination of negligence—which may be greater or less than that determined by SFA. If the negligent employee(s) do not provide a replacement or reimbursement to the university, and negligence is determined, OR if the State Attorney General determines a greater negligence, the State Attorney General will make a written demand for reimbursement to the state.

The property manager in consultation with the department head will determine whether replacement of property or reimbursement of funds best meets the needs of the university. The property manager will determine the value of the loss to the university by considering two factors:

Value of the Property—the value of the property may be considered using any or all of the following information:

- Fully depreciated value of \$0
- Fair market value
- Original purchase value

Value to SFA—even though property may have been fully depreciated, its value to the university may be considered to the extent it was used on a regular basis. This value may be determined in consultation with department representatives and internal Audit Services.

REPLACEMENT—If replacement is elected, the employee(s) must purchase property that is equal to or better in specification than the missing or stolen property. The department head or designee must confirm in writing that the replacement property is in the possession of the university and that it is equal or better than the original property. A copy of the specifications should be submitted along with the confirmation. Upon receipt of the confirmation and specifications, the property manager will prepare a tag to be affixed to the replacement property.

REIMBURSEMENT—If reimbursement is elected, the employee(s) must submit to the property manager payment for the property, or a copy of the deposit receipt documenting the reimbursement to the university. The property manager will file the deposit receipt with documentation supporting the reimbursement.

The department may elect to purchase replacement property that exceeds the specifications of the old. If this is preferred, pricing for specifications equivalent to the lost property should be determined, and submitted to the property manager along with a copy of the deposit receipt documenting the reimbursement by the employee(s). The

~~department can then complete their procurement following standard procedures.~~

Cross Reference: Tex. Gov't Code §§ 403.2715-278, 403.272, 403.273(h), 403.275; Tex. Gov't Code § 2054.003(3)(A); Tex. Gov't Code § 2175.905128; Tex. Gov't Code § 2175.304; Tex. Gov't Code § 2203.004; Property Liability (B-34)

Responsible for Implementation: Vice President for Finance and Administration

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

Forms: Annual Property Inventory Audit Certification (provided with Annual Property Inventory Packet), ~~Change~~*Certification of Physical Inventory with Change In Department Head* (ITS Forms Server), Missing, Damaged or Stolen Property Report (ITS Forms Server), Police Report (available from University Police Department), *Property Liability Acknowledgement (HR)*, Property Transfer Form (ITS Forms Server), Removal of Property from Campus Request (available on the ITS Forms Server), *Responsible Party Termination/Transfer (ITS Forms Server)*, Salvage Property Request (ITS Forms Server)

Board Committee Assignment: *Finance and Audit*

Property Liability (B-34)

Original Implementation: April 22, 2003

Last Revision: ~~July 19, 2011~~ April 23, 2013

Any university employee entrusted with state property may be held financially liable for damaged, destroyed, lost, or stolen property as outlined in Texas Government Code § 403.275.

All university employees ~~will be provided~~ *must complete a copy of this policy* the *property liability acknowledgement form* at new employee orientation.

~~Department head “property managers”~~ *Equipment managers* will be required to sign a *certification of physical inventory with* ~~Change in Department Head Certification of Property Inventory~~, accepting responsibility for all department property within 30 days of assuming their duties. The department head *will be listed as equipment manager on property records and* is responsible for identifying ~~responsible parties~~ *custodians* who have been entrusted with the care and safekeeping of specific pieces of property.

Employees taking equipment off campus will be required to complete a ~~Removal of Property from Campus~~ form. These forms will include the following statement:

“I understand that I may be held financially liable for lost, damaged and stolen property as outlined in Texas Government Code § 403.275. ~~See Property Liability (B-34).~~”

A person is financially ~~accountable~~ *liable* for any property loss sustained by the state if:

1. agency property disappears as a result of the failure of the head of an agency, property manager, or agency employee entrusted with the property to exercise reasonable care for its safekeeping;
2. agency property deteriorates as a result of the failure of the head of an agency, property manager, or agency employee entrusted with the property to exercise reasonable care to maintain and service the property; or
3. agency property is damaged or destroyed as a result of an intentional wrongful act or of a negligent act of any state official or employee.

After conducting an investigation, if the head of the state agency or property manager has reasonable cause to believe that any property in the agency's possession has been stolen, lost, destroyed, or damaged through the negligence of any state official or employee, the head of the agency or property manager shall report the loss, destruction, or damage to the comptroller and the attorney general not later than the date established by the comptroller audit services, the vice president for the

division, the vice president for finance and administration, the director of procurement, the director of ITS (computer only), and UPD (stolen equipment only). If the head of the state agency or property manager has reasonable cause to believe that any property in the agency's possession has been stolen, the head of the agency or property manager shall report the theft to the comptroller, the attorney general, and the appropriate law enforcement agency not later than the date established by the comptroller.

The attorney general may investigate any report received.

In addition, If an investigation by the attorney general reveals that a property loss has been sustained through the negligence of a state official or employee, the attorney general, property manager in consultation with the equipment manager and/or audit services will determine whether replacement of property or reimbursement of property value best meets the needs of the university. The value of the loss to the university will be determined by considering the value of the property and the value to SFA as outlined in the property management manual shall make written demand on the official or employee for reimbursement of the loss.

If the demand made by the attorney general employee is refused or disregarded, the attorney general the request for replacement or reimbursement, the may take legal action to recover the value of the property as the attorney general deems necessary university may pursue action against the employee through the Office of the Attorney General or employ other efforts to obtain reimbursement.

Venue for all suits instituted under this section against a state official or employee is in a court of appropriate jurisdiction of Travis County.

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Cross Reference: Texas Gov't Code §§ 403.2751-278, 2203.004; Property Inventory and Management (C-42)

Responsible for Implementation: Vice President for Finance and Administration

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

Forms: ~~None~~ *Property Liability Acknowledgement*

Board Committee Assignment: Finance and Audit

Student Organization Formation and Recognition (F-14)

Original Implementation: Unpublished

Last Revision: ~~April 20, 2010~~ April 23, 2013

Stephen F. Austin State University acknowledges the right of enrolled students to form voluntary organizations for purposes that are not forbidden by state or federal law.

In order to form a recognized student organization, a group must:

1. Have four (4) students (in good standing) to act as incorporators who will be legally responsible for the formation of the organization. One of the four must be designated as the initial Registered Agent. The Registered Agent is the legal contact and spokesperson for the group. After an organization forms, the currently registered organizational president will be considered the organization's Registered Agent.
2. Select an advisor from the faculty/administrative staff who is a benefits-eligible full-time university employee.
3. *Complete required risk management training as administered by the Office of Student Engagement Programs with a minimum of four (4) officers participating.*
- ~~3. Have their officers and advisor(s) agree to and sign an anti-hazing statement.~~
- ~~4. Prepare and submit a constitution and statement of purpose.~~
- ~~5. Complete and submit all of the documents of the required documents contained required in the Student Organization Formation Packet. This packet is available in the Office of Student Affairs.~~ *Student Engagement Programs.*
- ~~6.4. Submit all completed documents to the Office of Student Affairs.~~

A group seeking recognition must not:

1. Be a commercial enterprise.
2. Be an unsolicited and/or unrecognized auxiliary of a larger organization.
3. Allow minors to become organizational members unless they are full-time enrolled students at Stephen F. Austin State University

Applications for recognition can be made at any time during the year. The Office of ~~Student Affairs~~ *Engagement Programs* may grant a group temporary recognition while they are finalizing their formation paperwork and securing an on-campus advisor. The length of temporary recognition shall be no more than 90 days.

The Director of ~~Student Affairs~~ *Engagement* will review the application for recognition when it is complete and determine whether recognition is granted.

REQUIREMENTS FOR MAINTAINING RECOGNITION

The authority of an organization to function as a student organization may cease upon:

- a. the removal or resignation of the advisor, unless a qualified replacement is registered within 90 days.
- b. violation by the organization of any rules or regulations of the university, state or federal law.
- c. failure by the organization, its officers or advisor(s) to adhere to the requirements set forth by the university.
- d. the organization remaining in an inactive status for three or more long semesters.
- e. failure to provide acceptable documentation of affiliation with any parent organization when requested.

Students selected, elected or appointed as a student organization officer (an officer is an individual in a leadership position as defined in the organization's constitution) shall be in good standing with the university and:

For undergraduates, be enrolled for six (6) or more credit hours during their term of office.

For graduate students, be enrolled for four (4) or more credit hours during their term of office.

All meetings and activities of each student organization shall be subject to, and held under, all applicable university regulations and policies. Student organizations must abide by the Policies and Procedures set forth by the SFA Board of Regents including the ~~Code of Student Conduct~~ *Code of Student Conduct Code*.

Being recognized as a student organization is an awarded privilege, not a right, and requires responsibility on the part of the membership of the organization for meeting university requirements for student organizations.

All student organizations must register with the Office of ~~Student Affairs~~ *Student Engagement Programs* as often as is required. At the time of registration, all information requested on the registration documents must be supplied. A constitution that provides information on the structure, purpose and operation of the organization must be provided and kept on file in the Office of ~~Student Affairs~~ *Student Engagement Programs*, reaffirmed by the organization on an annual basis and updated whenever the document is revised.

Any student organization registering with less than four (4) members, who are currently enrolled students at Stephen F. Austin State University, will not be eligible for funding through the Student Organization Reserve Fund (SORF).

A minimum of four (4) officers must complete the annual Risk Management Training administered by the Office of Student Engagement Programs.

RELATIONSHIP BETWEEN THE UNIVERSITY AND STUDENT ORGANIZATIONS

Aside from the supervision exercised through the Office of Student *Engagement Programs* over the Residence Hall Association, the Student Activities Association, the Student Government Association, and certain other social and cultural activities conducted on the campus of Stephen F. Austin State University, the university recognizes registered student organizations as independent entities and assumes no responsibility for their programs or activities. Some organizations, if closely connected with the activities of academic departments of the institution may, in some cases, receive special help and supervision from those departments.

University employees should not serve as officers within a student organization, other than fulfilling the role of advisor. No employee of the university has the authority to open a bank account in the name of, or for the benefit of, any student organization nor should any employee be included as an allowable signatory on any off-campus bank account of any student organization.

While Level Two student organizations may use the name of the university as a part of their name, the name of the university, including any abbreviations, may not be used within the name or description of any off-campus banking account established and/or maintained by any student organization.

Responsibility for any views expressed in a meeting or activity of a student organization is solely that of the individuals concerned and the university is not to be held to approve or disapprove such views, whatever their nature. The university is to be concerned exclusively with the discharge of its educational obligation and to facilitate free discussion of all points of view to the extent constitutionally guaranteed.

Cross Reference: Stephen F. Austin State University Web Pages; Student Organization Handbook; U.S. Const. amend. I, XIV; *Student Organization Risk Management Training (F-43)*

Responsible for Implementation: Vice President for University Affairs

Contact for Revision: Director of Student ~~Affairs~~*Engagement*

Forms: Student Organization Formation Packet

Transfer Admission and Credits (A-44)

Original Implementation: September 8, 1978

Last Revision: ~~October 18, 2010~~ April 23, 2013

Transfer Admission

Students applying to Stephen F. Austin State University (SFA) who have attended ~~a~~ regionally-accredited institutions of higher education in the U.S. must apply as transfer students.

Transfer applicants must have a cumulative 2.0 grade point average (GPA) (on a 4.0 scale) on all transferable work attempted [see Course Grades (A-54)]. Transfer applicants who have completed fewer than 15 semester hours of transferable college credit must have the required cumulative 2.00 GPA and must also have a cumulative 2.0 grade point average on all transferable work attempted and must also satisfy eligibility requirements for first-semester freshmen. Transfer applicants who have completed at least 15 or more semester hours must be in good standing (not on suspension) at another institution of higher education, and have an earned cumulative grade point average of at least 2.0 (on a 4.0 scale) on all transferable work. ~~have the required 2.00 GPA and must not be on academic suspension.~~

Although transfer students with less than a 2.0 grade point average are not eligible for admission into the fall or spring semesters, those who are not currently on academic suspension at another institution are eligible for provisional admission to a summer term. Summer provisional students may be eligible to enroll for subsequent semesters if they complete ~~at least nine~~ semester hours of non-developmental coursework as approved by their academic dean and earn at least a 2.0 grade point average on all work attempted.

Applicants who are denied admission as transfer students may appeal ~~for~~ the admission decision through the Transfer Appeals Program in the Office of Admissions. Appeals are reviewed by the Admission Appeals Committee. Following the review of an appeal, the committee submits a recommendation to the executive director of enrollment management for final decision. Students admitted through this procedure are assigned to the Academic Advising Center for advisement.

Transfer Credits

The university accepts transfer credit from accredited institutions on a course-by-course basis as determined by the Office of Admissions. All courses are examined in terms of content, level, and credit hours awarded, and are subject to the following conditions:

- *An SFA course prefix and number are awarded when the content of the transfer course is equivalent, and when the course was taught on the same level and in the same department at the transferring institution.*

- *General enbloc credit is assigned to a course that is transferable but is not an exact equivalent by level or by description. In this case, the credit is awarded on the same level as was attempted at the transferring institution, and the student's academic dean will determine its acceptability into degree programs.*
- *Most academic credit is transferable with the exception of remedial or developmental courses. Some departments may limit the number of credit hours that may be applied toward a degree.*
- *A maximum of 66 academic hours plus four hours of kinesiology activity from junior or community colleges may apply toward a degree, unless an exception has been granted by the provost and vice president for academic affairs.*
- *Courses transferred from a community college may be transferred only as a lower-level course and may not be considered as advanced upper-level credit.*
- *There is no limit for undergraduate credits transferred from senior colleges. At the graduate level, no more than 12 credit hours may be transferred; however, the total number of transferable hours may vary by program.*
- *All undergraduate students must complete a minimum of 42 semester hours including 36 hours of advanced credit at SFA in order to earn a bachelor's degree. Graduate students must complete a minimum of 18 course credits at SFA that apply to their graduate degree.*
- *Course work earned from educational experience obtained in the armed forces is accepted in transfer on a limited basis. The "Guide to the Evaluation of Educational Experience in the Armed Services" is used by the Office of Admissions for evaluating military credit. Military transcripts such as the AARTS, SMART, Community College of the Air Force and the Coast Guard Institute, and the joint services transcript are used in the evaluation review process.*
- *Credit for vocational/technical courses, experiential learning and professional certification programs can be used in the Bachelor of Applied Arts and Sciences degree program or programs approved by the provost and vice president for academic affairs.*

Students may repeat courses taken at SFA at other accredited institutions. Transfer hours will, however, be governed by the following rules:

- 1. The grades earned at SFA will remain on the transcript;*
- 2. The hours attempted at SFA will not be changed as a result of course work completed elsewhere;*
- 3. Transfer credit for a course originally taken at SFA has no effect on the grade point average for work attempted at SFA;*
- 4. Transfer hours of repeated work may be used to satisfy degree requirements other than those related to grade point average.*

Policies and procedures of the Texas Higher Education Coordinating Board and other applicable accreditation bodies will be followed regarding transfer of core curriculum courses, fields of study courses, and any transfer credit disputes.

Cross Reference: General Bulletin; *Graduate Bulletin*; *Course Grades (A-54)*

Responsible for Implementation: Provost and Vice President for Academic Affairs

Contact for Revision: Provost and Vice President for Academic Affairs; *Dean of the Graduate School*

Forms: None

Board Committee Assignment: *Academic and Student Affairs*

~~Transfer Credits (A-45) POLICY TO BE DELETED; CONTENT COMBINED WITH TRANSFER ADMISSIONS (A-44)~~

Original Implementation: November 1, 1977

Last Revision: January 25, 2010

~~Stephen F. Austin State University accepts transfer credit from regionally accredited institutions on a course-by-course basis as determined by the Office of Admissions. All courses are examined in terms of content, level, and credit hours awarded, and are subject to the following conditions:~~

- ~~▪ An SFA course prefix and number are awarded when the content of the transfer course is equivalent, and if the course was taught on the same level and in the same department at the transferring institution.~~
- ~~▪ General enbloc credit is assigned to a course that is transferable but is not an exact equivalent by level or by description. In this case, the credit is awarded on the same level as was attempted at the transferring institution, and the student's academic dean will determine its acceptability into degree programs.~~
- ~~▪ Most academic credit is transferable with the exception of remedial or developmental courses. Some departments may limit the number of credit hours that may be applied toward a degree.~~
- ~~▪ A maximum of 66 academic hours plus four hours of kinesiology activity from junior or community colleges may apply toward a degree, unless an exception has been granted by the Provost/VPAA.~~
- ~~▪ Courses transferred from a community college may be transferred only as a lower-level course and may not be considered as advanced upper level credit.~~
- ~~▪ There is no limit for credits transferred from senior colleges. However, all students must complete a minimum of 42 semester hours including 36 hours of advanced credit at SFA in order to earn a bachelor's degree.~~
- ~~▪ Course work earned from educational experience obtained in the armed forces is accepted in transfer on a limited basis. The "Guide to the Evaluation of Educational Experience in the Armed Services" is used by the Office of Admissions for evaluating military credit. Military transcripts such as the AARTS, SMART, and Community College of the Air Force are used in the evaluation review process.~~
- ~~▪ Credit for vocational/technical courses, experiential learning and professional certification programs can only be used in the Bachelor of Applied Arts and Sciences degree program. Individuals wanting additional information should contact the dean's office of the College of Liberal and Applied Arts.~~

~~Students may repeat courses taken at Stephen F. Austin State University at other accredited institutions. Transfer hours will, however, be governed by the following rules:~~

- ~~1. The grades earned at SFA will remain on the transcript;~~
- ~~2. The hours attempted at SFA will not be changed as a result of course work completed elsewhere;~~
- ~~3. Transfer credit for a course originally taken at SFA has no effect on the grade point average for work attempted at SFA;~~
- ~~4. Transfer hours of repeated work may be used to satisfy degree requirements other than those related to grade point average.~~

~~The Texas Higher Education Coordinating Board policies and procedures will be followed regarding transfer of core curriculum courses, fields of study courses, and to resolve any transfer credit dispute.~~

~~**Cross Reference:** General Bulletin~~

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

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

~~**Forms:** None~~

~~**Board Committee Assignment:** Academic and Student Affairs~~

University Letterhead (D-37)

Original Implementation: May 9, 1985

Last Revision: ~~April 20, 2010~~ April 23, 2012

University departments are required to use letterhead as designated by the president. Ordinarily, sub-units of departments use the letterhead of the parent department, especially if the unit's correspondence is primarily with students. However, if the sub-unit is of a permanent or semi-permanent nature and has a majority of its correspondence with off-campus agencies or individuals, it can be identified under the name of the parent unit on the letterhead. If a unit is independent of any department and is of a permanent or semi-permanent nature, it may have its own letterhead, consistent with the university design. Any deviation from the university letterhead design must be approved by the president.

Information in the stationery heading includes: the university name; *the name of the unit or department*; post office box and telephone number ~~of the department/unit~~; and city, state, and zip code. ~~Below the university logo (left side of paper) is the department name, for example: Department of Computer Science (for academic departments) or Physical Plant Department (for support departments/units).~~

In exceptional cases, requests to deviate from the standard letterhead design may be granted. Such requests should be directed, in writing, to the executive director of ~~marketing and public affairs~~ *and marketing* for approval.

Cross Reference: None

Responsible for Implementation: President

Contact for Revision: Executive Director of ~~Marketing and Public Affairs~~ *and Marketing*

Forms: None

Board Committee Assignment: Academic and Student Affairs

University Publications (D-39)

Original Implementation: March 15, 1977

Last Revision: ~~April 20, 2010~~ April 23, 2013

To assure that communication to the general public contains accurate and current information and presents, through both content and appearance, a professional image that properly reflects the character, integrity, and accreditation status of the institution, official university publications and non-broadcast video presentations intended for off-campus distribution, or on-campus distribution to non-university individuals or groups (those not employed by or enrolled in the university), must be approved by the Office of Public Affairs prior to printing or electronic distribution. Communication intended solely for students and/or university employees is not subject to this approval policy.

Examples of communication that must be submitted for approval ~~are~~ include academic bulletins, brochures, fliers, pamphlets, handbooks, newsletters, program announcements, advertising (newspaper, magazine, radio, television, online, billboards, posters, etc.) and publications for intercollegiate athletics (media guides, programs, newsletters, etc.).

This approval policy applies to publications printed by on-campus or off-campus printers, and departments using desktop publishing or video equipment. Review may include any or all of the following: writing, editing, assisting with layout and graphic design, videotaping, video editing, assessing visual and audio content, scheduling the purchase of advertising placements, preparing specifications required for competitive bidding, and coordinating production schedules and delivery with outside vendors.

Without ~~written~~ approval of the materials from the Office of Public Affairs, university procurement will not ~~authorize payment~~ *issue a purchase order* for advertising or off-campus printing services.

Prior to submission to the Office of Public Affairs for approval, a publication or advertisement should be reviewed and approved in writing (use “Approval for Printing” form available ~~from University Printing Services~~ *on the Office of Public Affairs website*) by the appropriate authorities within the department and division.

Allow at least ~~ten~~ 10 working days for the Office of Public Affairs to review materials, but submissions are strongly encouraged to be made well in advance of publication or printing deadlines, as revisions may be required.

Upon approval by the Office of Public Affairs, the head of the originating department or his designee will work directly with University Printing Services or the Procurement and Property Services Department to initiate the printing process. If an off-campus printer is

used and competitive bidding is required, the Procurement and Property Services Department will develop specifications and secure bids as required by the Best Value Procurement Policy (C-7). The Office of Public Affairs may be of assistance in the negotiation for and placement of advertising.

Materials submitted to University Printing Services or the Procurement and Property Services Department without proper approval will be returned to the originating department. If a department uses its own equipment to print a publication or produce radio and television advertisements or video presentations, the Office of Public Affairs must authorize printing or distribution.

The president or executive director of marketing and public affairs may authorize individual exemptions to the university publications policy. Such a request must be made in writing to the executive director of marketing and public affairs.

All university publications must clearly reflect the date the publication is produced or initially distributed. The date must be in a conspicuous location at or near the beginning of the publication. For purposes of complying with this paragraph, a publication means printed material produced in multiple copies by the university or at the total or partial expense of the university. This includes publications sponsored by or purchased for distribution by the university or released by research firms, consulting firms or other private institutions under contract with the university. This does not include correspondence, memos or other routine forms.

Cross Reference: None

Responsible for Implementation: President

Contact for Revision: Executive Director of ~~Marketing and~~ Public Affairs *and Marketing*

Forms: Approval for Printing (available from University Printing Services)

Board Committee Assignment: Academic and Student Affairs

University Web Calendar (F-19)

Original Implementation: 1982

Last Revision: ~~April 20, 2010~~ *April 23, 2013*

Each university department ~~is requested to~~ *will* designate a contact for the Office of Public Affairs concerning items for inclusion in the university Web calendar.

Procedures for submitting events can be found on the calendar ~~Web site~~ *website* at www.sfasu.edu/calendar.

Cross Reference: None

Responsible for Implementation: President

Contact for Revision: Executive Director of ~~Marketing and~~ *Public Affairs and Marketing*

Forms: Calendar of Events form available from the Office of Public Affairs

Board Committee Assignment: Academic and Student Affairs