

**STEPHEN F. AUSTIN STATE UNIVERSITY FOUNDATION, INC.
MEMORANDUM OF UNDERSTANDING**

**DEAN'S CIRCLE ENDOWED PROFESSORSHIP
OF THE COLLEGE OF FINE ARTS**

It is the expressed wish of Stephen F. Austin State University and the Stephen F. Austin State University Foundation, Inc. (collectively the "University Parties") and the Dean's Circle and other friends of the disciplines of the College of Fine Arts (hereinafter referred to as the "Donors") to establish an Endowment Fund to provide a salary supplement for a professor teaching in one of the disciplines of the College of Fine Arts at Stephen F. Austin State University. The following terms and conditions of this Memorandum of Understanding (this "MOU") govern the establishment and administration of the Endowment. The University Parties and Donors agree as follows:

1. **NAME:** The name of the Endowment shall be the **Dean's Circle Endowed Professorship of the College of Fine Arts.**
2. **FUNDING:** For purposes of establishing the Endowment, the Donors have deposited \$125,000 (the "Initial Fund Deposit") into the Stephen F. Austin State University Foundation, Inc., on or before, December 31, 2014. The Endowment shall be an open fund, capable of receiving additional contributions at any time. Funds donated to the Endowment shall be invested and managed by the Stephen F. Austin State University Foundation, Inc. according to policies and guidelines established and reviewed annually by its Board of Trustees. Endowment funds may be pooled for investment purposes.
3. **PURPOSE:** The purpose of the Endowment shall be to support a professorship for a full time faculty member. The recipient shall be selected from any Fine Arts discipline; art, music, or theatre based on selection criteria. The Endowment may be used to retain, or attract, quality faculty to the College of Fine Arts.
4. **RECOGNITION, PROMOTION, ACKNOWLEDGEMENT AND REPORTING:** In order to recognize the Dean's Circle, to express the appreciation of Stephen F. Austin State University, to enhance the professorship program, and to help attract gifts for similar purposes, it is understood that appropriate publicity in the form of announcements to news media, internal and external publications and other suitable recognition acceptable to the Dean's Circle may be made by the University Parties. The Stephen F. Austin State University Foundation, Inc. shall utilize its best efforts to report annually to the Dean of the College of Fine Arts regarding the endowment performance and any distribution of funds.
5. **ADMINISTRATION:** The first recipient will be announced at the April 2016 Dean's Awards, with actual funding for the individual beginning in the fall of 2016. The recipient will be selected by an objective and distinguished panel consisting of two senior faculty members from each discipline, art, music, and theatre, and other such qualified individuals as appointed by the dean.

Initials
Foundation *[Signature]*
University *[Signature]*
Sidnell *[Signature]*

Nominations will open at the beginning of the fall 2015 semester with selection to be made during the spring 2016 semester, prior to the April Dean's Circle Awards Ceremony. The Professorship will carry a term of three years. At the beginning of the third year, nominations will open again for the professorship to be awarded to another individual in the following spring. Recipients are ineligible to hold the professorship for two consecutive terms. In the event of the recipient's leaving SFA for any reason during the term, any remaining proceeds of the professorship will revert to the endowment account, and nominations for the next recipient will open at the beginning of the next fall semester. Years of service and/or rank will not be considered in the selection process. The Dean of the College of Fine Arts will chair the selection panel.

Selection Criteria:

- 1) This is not necessarily based on performance (or "research") or teaching but, instead, the qualities of the ideal professor—a role model for all faculty (as well as students)
- 2) Candidates may be instructors, assistant, associate or full professors, and/or may be tenured or tenure-track
- 3) Administrators from the College of Fine Arts (including the Dean, Associate Dean, and Directors of Schools, etc.) are not eligible to hold the professorship
- 4) Must be a member of the faculty of one of the College of Fine Art's disciplines; art, music, or theatre
 - a) Special consideration for faculty who reside within a school that does not have other professorship opportunities available
- 5) Special attention will be paid to applicants who demonstrate:
 - a) Effectiveness at making their wealth of knowledge accessible to students of all levels of aptitude and achievement
 - b) Effectiveness in recruiting and retaining quality students
 - c) Application of the concepts of cooperation, mutual support, teamwork, and collaboration
 - d) That their work has, or holds potential to, become recognized as authoritative by peers in the field, nationally, far beyond the University
 - e) Commitment to the mission of the institution
- 6) Must be in good standing with the university, and his/her respective School

One could self-nominate, or be nominated by any faculty colleague or director. Nominations should be made by e-mail to one's director, who will forward the nomination to the dean. The dean will ask each nominee simply to submit a current CV if he/she accepts the nomination. Recipient is expected to attend Dean's Awards and Winners' Circle events for the term of the endowment.

6. **CHANGED CONDITIONS:** If, in the future, circumstances necessitate and dictate that it is no longer feasible, in the sole opinion of the Board of Trustees of the Stephen F. Austin State University Foundation, Inc., to continue the terms of this MOU, said Board of Trustees shall apply this Endowment to such purposes as may, in their opinion, most closely fulfill the intentions of the Donor herein described. The Board of Trustees shall consult with the Dean of the College of Fine Arts regarding an appropriate use for the Endowment if said Dean is

Initials:
Foundation YB
University BR
Sidnell CA

able to be reached upon reasonable diligence. The University Parties, when possible, shall provide the Dean of the College of Fine Arts with prompt written notice of any determination by University Parties that either they or the Dean of the College of Fine Arts cannot fulfill any of their material commitments under this MOU, or that the purpose for which the Endowment is being established no longer exists.

7. **PARTIAL INVALIDITY:** In the event a court of competent jurisdiction determines that any provision of this MOU is illegal, invalid or unenforceable, or should the University Parties receive a qualified and competent legal opinion from its legal counsel that any provision is illegal, invalid or unenforceable, the remaining provisions of this MOU shall be enforced as if the invalid provision or provisions did not exist.
8. **MISCELLANEOUS:** This MOU constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether oral or written, among the parties with respect to the subject matter hereof, and will be governed by and construed in accordance with, and the administration of the properties held in the Endowment will be determined by the laws of the State of Texas. Any assignment of this MOU by the Dean of the College of Fine Arts shall require the prior written consent of the University Parties, and any assignment of this MOU by a University Party shall require the prior written consent of the Dean of the College of Fine Arts. This MOU may not be amended except as provided herein or in a writing executed by all parties hereto. In no event shall any party hereto be liable for any consequential, special, direct, indirect, incidental, punitive or exemplary loss, damage or expense relating to or arising out of this MOU.
9. **FORMAL ACCEPTANCE:** All signatories to this MOU shall, in good faith, carry out the terms and conditions of this MOU. The terms and conditions of this MOU shall become binding at the acceptance of the Stephen F. Austin State University Foundation, Inc., Stephen F. Austin State University, and the Dean's Circle.

Initials:
Foundation JS
University BR
Sidnell CA

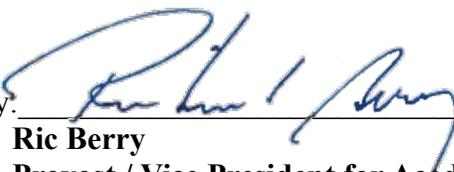
Institutional Signatures Accepting MOU:

Stephen F. Austin State University Foundation, Inc.

By:  7/2/15
Date
Jill Still
Executive Director

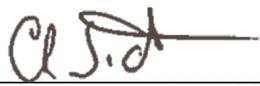
Stephen F. Austin State University

By:  6-29-15
Date
Baker Pattillo
President

By:  6-28-15
Date
Ric Berry
Provost / Vice President for Academic Affairs

By:  7/6/15
Date
Trey Turner
Executive Director of Development

By:  July 8, 2015
Date
A.C. "Buddy" Himes
Dean, College of Fine Arts

By:  July 8, 2015
Date
Chris Sidnell
Chair, Dean's Circle Advisory Board

Initials:
Foundation JS
University BR
Sidnell CS