



## AUSTIN COLLEGE MEDITATION GARDEN POLICIES AND PROCEDURES

Sherman, Texas

### STATEMENT OF PURPOSE

The Austin College Meditation Garden (a.k.a. Oscar and Anna Laura Page Meditation Garden) has been designed to reflect the circle of life. The Columbarium within the Meditation Garden is located in the shadow of Wynne Chapel, which has been central to the lives of many within the Austin College community. Interment within the Columbarium will provide a final consecrated resting place, dedicated to the glory of God on October 24, 2021. The Meditation Garden will remain a peaceful place for private and community prayer and meditation as well as a gathering place for special services on the Austin College campus.

### DEFINITIONS

- A-1 **College** – The term “College” as used herein, shall refer to Austin College, Sherman, Texas.
- A-2 **Board of Trustees** – the governing body of Austin College, Sherman, Texas.
- A-3 **Chaplain** – the installed chaplain of the College or the ordained clergy who is the acting chaplain.
- A-4 **Meditation Garden** – (a.k.a. Oscar and Anna Laura Page Meditation Garden) that dedicated area within the College grounds for the perpetual care of loved ones, prayer, and reflection.
- A-5 **Columbarium** – the permanent structure(s) within the Meditation Garden that contains niches designed to hold the urns containing the cremains of loved ones.
- A-6 **Application to Purchase a Right of Interment (the Application)** – the initial document required to request a Right of Interment.
- A-7 **Certificate of Right of Interment (the Certificate)** – document issued by the College granting the right to inter human cremains within the Meditation Garden. Upon receipt of full payment, the College shall deliver the Certificate to the Certificate Holder, together with a copy of these Policies and Procedures.
- A-8 **Certificate Holder** – one who has purchased a Right of Interment as evidenced by a Certificate of Right of Interment issued to the Certificate Holder, or his/her legal designee, by Austin College.
- A-9 **Cremains** – cremated human remains of the deceased for the purpose of interment in the Austin College Memorial Garden.
- A-10 **Urn** – permanent, standardized container approved and supplied by the College.
- A-11 **Inurnment** – the placement of cremated remains in an urn.
- A-12 **Niche** – one of several spaces in the permanent, specially constructed framework, each niche having: (i) space for one or two urns in which human cremains are placed; and (ii) a uniform front upon which the identifying inscription is engraved.
- A-13 **Interment** – permanent disposition of remains by placement in a niche.
- A-14 **Inscription** – uniform engraved information identifying the cremains of the decedent. Refer to *Inscriptions H-1 to H-3* of these Policies and Procedures.
- A-15 **Policies and Procedures** – the policies and procedures as described in this document and in B-1 below.

## GOVERNANCE AND SUPERVISION

- B-1 **Governance** – The Columbarium located within the Meditation Garden is owned by, and is part of, Austin College. The administration, operation and maintenance of the Meditation Garden is the ultimate responsibility of the Board of Trustees, which may delegate certain powers, as appropriate, to staff of Austin College with respect to the administration, operation and maintenance of the Meditation Garden.
- B-2 **Temporary Exceptions and Modifications** – Special situations may arise in which the enforcement of a policy or procedure may impose unnecessary hardship. Therefore, the Board of Trustees (or its assigned representatives) may, at any time, temporarily amend, repeal, suspend, or waive any or all of the Policies and Procedures. Any such temporary exception or waiver shall in no way be construed to constitute a continuing waiver of a specific Policy or Procedure, unless specifically so stated by the Board of Trustees.

## RIGHT OF INTERMENT

- C-1 **Subject to Laws:** In addition to these Policies and Procedures, all interments, and removals shall comply with all federal, state, and local laws, rules, and regulations to the extent they are applicable to the College. Nothing herein shall be construed as a waiver of any exemption the College is provided pursuant to such laws, rules and regulations.
- C-2 **Eligibility:** Interment in the Columbarium shall be available to any alumni, current or retired faculty, current or former staff, ordained clergy of the Presbyterian Church (USA) and members of their immediate family. Members of his or her immediate family shall include: siblings, parents, children and grandchildren (natural, adopted, foster, or step) and the spouses of the above-stated persons. Requests for interment of persons outside the above categories may be honored if recommended by the Chaplain and with the written consent of the President of the College.
- C-3 **Fees:** A one-time fee shall be collected by the College for the Right of Interment in the Columbarium. This fee, as specified in the current Schedule of Fees, includes all costs directly associated with interment, inurnment, inscription of names and dates, and perpetual care of the Meditation Garden. The fee may be changed from time to time. A Certificate Holder, as herein defined, will neither be reimbursed nor assessed additional costs if the fee changes.

The one-time fee for the Right of Interment does not include the cost of cremation, transportation, or other off-premises costs. The customary fees and costs associated with religious or memorial services are not included in the one-time fee.

The College may waive the fees for any part of, or all, the payment for anyone otherwise eligible. This shall be done discreetly upon the recommendation of the Chaplain, approved by the College President, and the niche may be selected without prejudice from any of the remaining unsold niches by the person in need or his/her survivors.

- C-4 **Purchase of a Right of Interment:** To purchase a Right of Interment, an eligible person may obtain the appropriate Application and Inscription Order Forms and supporting materials from the College Estate Planning office. The applicant shall complete all applicable forms and submit them to the College Estate Planning office. A member of the staff will contact the applicant to

ensure that all information is correct and then submit the application to the Chaplain for final approval.

- C-5 **Exclusive Right to Use:** Upon approval of the application process and receipt of full payment, the College shall deliver the Certificate of Right of Interment to the applicant (now Certificate Holder) or his/her legal designee. The Certificate shall be issued in the name of the Certificate Holder. No cremains may be interred except those for persons listed on the Certificate. Only human cremains may be interred.
- C-6 **Selection:** The Certificate Holder shall have the right to select any niche(s) which may be available at that time. If more than one application shall have been approved on the same date, the rights of preference shall be based on the date and time the completed applications are received. No more niches shall be sold to a family than those necessary to inter the cremains of all eligible persons in that family.
- C-7 **Title and Retained Rights:** The Certificate Holder acquires no property rights in the Meditation Garden, any of its niches, or any of the College's property. Legal title to the Columbarium remains with the College at all times. The Certificate of Right of Interment attests only to the right to inter the cremains of the person(s) named on the Certificate in the specific location listed in the Certificate. In the event of a discrepancy between the Certificate and the administrative records maintained by the College, the latter shall take preference.
- C-8 **Certificate Holder's Obligation of Notification:** It shall be the duty of the Certificate Holder to notify the College of any change in mailing address and related information. Notice sent to a Certificate Holder at the last address on file in the College Estate Planning office shall be considered sufficient and proper legal notification for all.

## ARRANGEMENTS FOR INTERMENT SERVICES

- D-1 **Pastoral Services:** The College Chaplain shall have complete authority for all services of committal. The committal service shall be at the convenience of the College Chaplain and the family of the deceased to be interred. Only an ordained minister serving Austin College, or those invited by the Chaplain of Austin College (at the request of the family or authorized representative of the deceased) shall be authorized to officiate at an interment service in the Meditation Garden. The interment shall be in the manner directed, and approved, by the College Chaplain.
- D-2 **Application for Memorial Services:** A family representative, or their legal designee, is responsible for making interment arrangements with the College in accordance with Section 711.002, Disposition of Remains. Duty to Inter, of the Texas Health and Safety Code.
- D-3 **Responsibility for Identity:** The College shall not be liable for ensuring the identity of the human cremains delivered for interment.
- D-4 **Interment Permits:** Any permits for interment required by applicable federal, state or local laws must be secured and furnished by the Certificate Holder, the family of the decedent, or the funeral director. In no event shall Austin College be responsible for acquiring any such permits.
- D-5 **Urns and Engraving:** Interment shall be made only in the urn approved by and provided by the College or its agent. The face of the niche shall be uniformly engraved by the College, or its

agent, with the decedent's name, date of birth and date of death, as provided on the Inscription Order Form. Cost for these services is included in the original purchase price of the niche.

D-6 **Opening and Closing of Niches:** The College shall arrange for the opening and closing of the niche(s) at the time of interment. Cost for this service is included in the original purchase price of the niche.

D-7 **Content of Niches:** Only urns and human cremains are permitted to be placed in the niche(s).

### DISINTERMENTS AND REMOVALS

E-1 **Removal for Profit Prohibited:** Removal of cremains so that the niche interment rights may be sold for profit, or removal contrary to the express wish of the original Certificate Holder, is repugnant to the ordinary sense of decency and is absolutely forbidden.

E-2 **Removal from Niche Location:** The urn(s) containing cremains and the engraved inscription may be removed from the original niche upon the written consent of (a) the College and (b) the Certificate Holder (or his or her legal representative or successors). If the move is requested by the Certificate Holder (or his or her legal representative or successors), then the Certificate Holder (or his or her legal representative or successors) will be charged the current cost of removal and the rights to the niche shall revert to the College, with no compensation due to the Certificate Holder's estate. If the move is at the convenience of the College, there will be no charge.

E-3 **Security of Cremains:** The College shall not willfully take any action or willfully fail to do any act that would result in the loss, destruction, or desecration of any cremains in niches. The Certificate Holder(s) will assume the risk of the loss, destruction, or desecration of the decedent's cremains from any or all other causes.

E-4 **Movement of the College:** In the event the College is moved to another location, the College shall be responsible for providing facilities that, in their opinion, are comparable to the original Meditation Garden for the relocation of cremains committed to its care. The College shall exercise reasonable effort to locate and notify surviving heirs as to the new location.

In the event that the present College is demolished, or the ownership of the College property is transferred, or the Meditation Garden Columbarium facilities are discontinued,

- (a) the right to inter shall terminate;
- (b) the College shall exercise reasonable effort to locate and notify survivors and afford them the opportunity to remove the cremains; and,
- (c) the College shall not otherwise dispose of the urns within three (3) years after the Columbarium facilities are discontinued for any reason.

In the event the Columbarium requires repairs in order to maintain its integrity, the Certificate Holder agrees to permit the temporary removal of any cremains until those repairs are completed.

### TRANSFERS OR RE-ASSIGNMENTS

F-1 **Unilateral Transfer by Certificate Holder Prohibited:** All rights conferred shall be exclusive to the Certificate Holder and shall not be assignable or transferable by unilateral act of the

Certificate Holder. This includes any exchange for value, inter vivos gift, testamentary transfer, or pledge as collateral for any loan.

F-2 **Right of First Refusal:** The College retains the right of first refusal to purchase any unused interment rights from any Certificate Holder at the then-current standard purchase price or the original purchase price, whichever is the lower, prior to the transfer or assignment of said rights to any other owner. Any new owner must meet the criteria for Eligibility and shall be subject to approval by the College.

F-3 **Transfer of Rights:** Should the College elect not to execute its Right of First Refusal, a Certificate Holder may make a request in writing to the College to transfer or assign the Certificate Holder's rights to an eligible transferee. The request shall state the criteria for eligibility of the proposed transferee, as defined in these Policies and Procedures. The College shall approve such request provided it finds the proposed transferee eligible.

Upon approval of the request, the first Certificate Holder shall surrender his/her Certificate of Interment Rights, and the eligible transferee shall complete the Application process. Upon approval of the eligible transferee, the College shall issue a new Certificate. The eligible transferee, now Certificate Holder, shall be bound by these Policies and Procedures.

F-4 **Transfer Charges:** All transfers of ownership of a Certificate shall be subject to a fee found in the current Schedule of Fees. The charge shall be paid by the original Certificate Holder before the transfer is recorded and the new Certificate is issued.

F-5 **Limitations:** If any niche is not used within fifty (50) years of the purchase of interment rights AND the family is no longer known, the College will be free to reassign such niche.

## FLOWERS, ORNAMENTS, DECORATIONS

G-1 **Floral Regulations:** No flowers or plants shall be placed in the Meditation Garden at any time, with the exception of temporary decorations during special services and subject to the consent of the Chaplain.

G-2 **Other Ornaments, Decorations:** The use of felt, silk, satin, velvet or other cloth in a Columbarium niche is prohibited. No boxes, cans, shells, toys, wreaths, metal, signs, cards, vases, photographs, artificial flowers, flags, or any other such article, emblem, or ornament shall be permitted in the Meditation Garden, and if so placed, the College reserves the right to have any such articles removed and disposed of without notice or liability to the owner.

## INSCRIPTIONS

H-1 **Uniformity of Engraving:** The engraving on each face shall be of a uniform size and font as determined by the College.

H-2 **Conformity of Text:** The inscription shall consist of the name of the deceased, date of birth, and date of death. No titles or class years will appear in the inscription.

H-3 **Correctness of Inscription:** An Inscription Order Form will be completed and signed by the person(s) entitled to do so. The information provided on this form will be relied upon in

engraving the face of the niche. Arrangements for the engraving, in accordance with the names and dates so furnished, will be made by the College.

### CONDUCT OF PERSONS WITHIN THE COLUMBARIUM

- I-1 **Decorum:** The Meditation Garden is part of Wynne Chapel, and all persons entering the area of the Columbarium are expected to conduct themselves in accordance with customary respectful decorum as normally observed in Wynne Chapel.
- I-2 **Enforcement:** The College Staff are hereby empowered to enforce all Policies and Procedures and to exclude from the Meditation Garden any person violating the same.

### PERPETUAL CARE

- J-1 **Fund:** Funds from the sale of Certificate(s), gifts, and memorials in excess of initial construction costs and associated expenses shall be maintained by the College to ensure perpetual care of the Meditation Garden, to include the following:
1. Routine maintenance and landscaping;
  2. Future additions, modifications, and/or repairs;
  3. Other uses at the discretion of the College, subject to Board of Trustees approval.
- J-2 **Insurance:** The College may carry such insurance for its own benefit upon the Meditation Garden and its contents as the College sees fit; however, there is no obligation upon the College to provide any insurance for the benefit of the Certificate Holder(s).

### SEVERABILITY

If any provision hereof be held by duly constituted authorities to be invalid in whole or in part, these Policies and Procedures shall, nevertheless, except only to the extent of such partial invalidity, remain and be valid and effective.