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Sunday, October 20, 2013

The regular meeting of the Board of Regents was called to order in open session at 1:30 p.m. Sunday, October 20, 2013, in the Austin Building Board Room by Chair Steve McCarty.

PRESENT:

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

President: Dr. Baker Pattillo

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

General Counsel: Mr. Damon Derrick

Other SFA administrators, staff, and visitors

The Finance and Audit Committee convened at 1:30 p.m. and adjourned at 4:37 p.m. The Building and Grounds Committee meeting convened at 4:37 p.m. and adjourned at 4:55 p.m. The Academic and Student Affairs Committee convened at 4:55 p.m. and adjourned at 5:25 p.m.

The board chair reconvened the Committee of the Whole at 5:45 p.m. and immediately called for an executive session to consider the following items:
Deliberations Regarding the Deployment, or Special Occasions for Implementation, of Security Personnel or Devices (551.076)
  • TAC 202

Deliberations Regarding the Purchase, Exchange, Lease, Sale or Value of Real Property (551.072)
  • Deer Creek

Deliberations Regarding Negotiated Contracts for Prospective Gifts or Donations (551.073)

Consideration of Individual Personnel Matters Relating to Appointment, Employment, Evaluation, Assignment, Duties, Discipline, or Dismissal of an Officer or Employee including but not limited to executive director of alumni affairs, former equine center director, poultry science director, chair of the Department of Agriculture, dean of students/assistant vice president for university affairs, interim dean of the Nelson Rusche College of Business, 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 institutional compliance, intellectual property, recent state legislation, federal regulations, EEOC filings, alcohol, Christian Cutler v. Baker Pattillo, et al, and JoAnn Fields and Rose Trotty v. Stephen F. Austin State University.

The executive session ended at 7:35 p.m. The Board of Regents meeting returned to open session and recessed for the evening with no further action.
**Monday, October 21, 2013**

The regular meeting of the Board of Regents was called to order in open session at 9:00 a.m. Monday, October 21, 2013, in the Austin Building Board Room by Chair Steve McCarty.

PRESENT:

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

President:  Dr. Baker Pattillo

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

General Counsel:  Mr. Damon Derrick

Other SFA administrators, staff, and visitors

Regent Alders led the pledge to the flags and Regent Coleman provided the invocation.

**RECOGNITIONS**

Robert Hill introduced the Men’s and Women’s Outdoor Track Teams, both winners of the Southland Conference Outdoor Track Championships. Phil Olsen was recognized as Coach of the Year again. Scott Shadduck introduced the Rose Bruford College exchange students. Ric Berry introduced members of the Core Curriculum Advisory Committee. Kim Childs introduced faculty members participating in a National Science Foundation Grant. Tara Newman from the Office of High Impact Practices recognized faculty involved on campus in those activities.
APPROVAL OF MINUTES

BOARD ORDER 14-01
Upon motion by Regent Ware, seconded by Regent Todd, with all members voting aye, it was ordered that the minutes of the July 15 and 16, 2013, regular meeting and the August 16, 2013, special meeting of the Board of Regents be approved as presented.

PERSONNEL

BOARD ORDER 14-02
Upon motion by Regent Garrett, seconded by Regent Ware, with all members voting aye, it was ordered that the following personnel items be approved.

FACULTY APPOINTMENTS FOR 2013 – 2014

EDUCATION

Jane Grayson, Assistant Professor of Kinesiology (Athletic Training), Ph.D. (University of Queensland, Australia), at an academic year salary of $57,000 for 100 percent time, effective September 1, 2013.

Susan Reily, Assistant Professor of Elementary Education, Ed.D. (Mary Hardin Baylor), at an academic year salary of $53,000 for 100 percent time, effective September 1, 2013.

James Rowe, Instructor of Kinesiology and Health Science, M.S. (Texas Christian University), at an academic year salary of $51,000 for 100 percent time, effective September 1, 2013, contingent upon completion of doctorate by August 31, 2014.

Nancy Shepherd, Assistant Professor of Human Sciences, Ph.D. (Texas Tech University), at an academic year salary of $53,000 for 100 percent time, effective September 1, 2013.

Vicki Thomas, Assistant Professor Elementary Education, Ph.D. (University of Southern Mississippi), at an academic year salary of $53,000 for 100 percent time, effective September 1, 2013.

FINE ARTS

Richard Ellis, Visiting Assistant Professor of Theatre, M.F.A. (New York University) at an academic year salary of $45,835 for 100 percent time, effective September 1, 2013.

Tod Fish, Visiting Assistant Professor of Music, D.M.A. (University of Kansas), at an academic year salary of $44,000 for 100 percent time, effective September 1, 2013.

Bradley Meyer, Visiting Assistant Professor of Music, D.M.A. (University of Kentucky), at an academic year salary of $44,000 for 100 percent time, effective September 1, 2013.
Staci Spring, Lecturer of Music, M.M. (Florida State University), at an academic year salary of $35,000 for 100 percent time, effective September 1, 2013.

LIBRARY

Erica Chapman, Librarian I, M.L.S. (Texas Woman’s University), at an annual salary of $45,000 for 100 percent time, effective September 2, 2013.

Marlinda Karo, Librarian I, M.A. (Pacific University), at an annual salary of $40,000 for 100 percent time, effective August 12, 2013.

Corrie Marsh, Associate Director of Library Information Services, M.S. (Louisiana State University) at an annual salary of $80,000 for 100 percent time, effective September 1, 2013.

SCIENCES AND MATHEMATICS

Candace Carter, Clinical Instructor of Nursing, M.S. (University of Texas), at an academic year salary of $54,000 for 100 percent time, effective September 1, 2013.

Melissa Huggins, Clinical Instructor of Nursing, B.S.N. (Stephen F. Austin State University), at an academic year salary of $45,000 for 100 percent time, effective September 1, 2013.

Vance Imhoff, Coordinator Lab Biology, B.S. (University of Texas) at an academic year salary of $35,000 for 100 percent time, effective September, 2013.

Stacia Prince, Lecturer of Mathematics and Statistics, M.S. (Stephen F. Austin State University), at an academic year salary of $49,000 for 100 percent time, effective September 1, 2013.

Celina Serna, Clinical Instructor of Nursing, M.S. (University of Phoenix), at an academic year salary of $54,000 for 100 percent time, effective September 1, 2013.

Veronica Sjolander, Clinical Instructor of Nursing, M.S.N. (Kaplan University), at an academic year salary of $54,000 for 100 percent time, effective September 1, 2013.

STAFF APPOINTMENTS FOR 2013 – 2014

ALUMNI AFFAIRS

Derek Synder, Coordinator of Alumni Marketing Communications, at an annual salary of $39,000 for 100 percent time, effective July 22, 2013.
ATHLETICS

Shane Carlisle, Coordinator of Athletic Marketing, at an annual salary of $36,000 for 100 percent time, effective September 1, 2013.

Casey Finnell, Athletic Academic Services Assistant, at an annual salary of $35,000 for 100 percent time, effective July 1, 2013.

Brent Gallagher, Coordinator of Athletic Marketing, at an annual salary of $38,000 for 100 percent time, effective September 1, 2013.

Jamila Ganter, Assistant Women’s Basketball Coach, at a 10.5-month salary of $43,088 for 100 percent time, effective June 24, 2013.

James Hoefer, Assistant Football Coach, at a 10.5-month salary of $63,000 for 100 percent time, effective June 24, 2013.

Josh Lammert, Athletic Trainer, at an annual salary of $39,609 for 100 percent time, effective July 29, 2013.

Maureen McReynolds, Coordinator of Athletic Marketing, at an annual salary of $40,000 for 100 percent time, effective September 1, 2013.

Erik Pastrana, Assistant Men’s Basketball Coach, at a 10.5-month salary of $70,000 for 100 percent time, effective June 24, 2013.

Ted Smith, Director of Athletic Development, at an annual salary of $50,000 for 100 percent time, effective September 1, 2013.

AUDIT SERVICES

Justin McAninch, Risk and Compliance Auditor, at an annual salary of $60,000 for 100 percent time, effective July 1, 2013.

CAMPUS RECREATION

Steven Whitman, Coordinator of Outdoor Pursuits, at an annual salary of $32,800 for 100 percent time, effective September 16, 2013.

Jessica Varlack, Coordinator of Aquatics and Safety, at an annual salary of $38,000 for 100 percent time, effective October 21, 2013.

COUNSELING AND CAREER SERVICES

Jeffrey Schulz, Counselor, at an annual salary of $40,000 for 100 percent time, effective September 3, 2013.
EDUCATION

Stephanie Strahl, Academic Advisor, at an annual salary of $35,000 for 100 percent time, effective September 16, 2013.

Sarah Lammert, Charter School Teacher, at a 10.5-month salary of $38,100 for 100 percent time, effective September 1, 2013.

Eileen Meyers, Charter School Teacher, at a 10.5-month salary of $42,000 for 100 percent time, effective September 1, 2013.

ENVIRONMENTAL HEALTH, SAFETY AND RISK MANAGEMENT

Matthew Romig, Officer Safety, at an annual salary of $47,000 for 100 percent time, effective July 1, 2013.

FORESTRY AND AGRICULTURE

Hannah Berlund, Academic Advisor, at an annual salary of $40,300 for 100 percent time, effective August 12, 2013.

John Sperry, Academic Advisor, at an annual salary of $40,300 for 100 percent time, effective August 19, 2013.

INFORMATION TECHNOLOGY SERVICES

Daniel Davis, Programmer/Analyst I, at an annual salary of $35,000 for 100 percent time, effective June 24, 2013.

LIBRARY

Kerron Joseph, Director of Academic Assistance and Resource Center Program, at an annual salary of $46,000 for 100 percent time, effective August 19, 2013.

OFFICE OF RESEARCH AND SPONSORED PROGRAMS

Jamie Peno, Compliance Officer, at an annual salary of $62,000 for 100 percent time, effective September 16, 2013.

PHYSICAL PLANT

Jessica DeWitt, Project Coordinator, at an annual salary of $38,200 for 100 percent time, effective October 1, 2013.
RESIDENCE LIFE

Courtney Douglas, Coordinator of Residence Life Programs, at an annual salary of $32,960 for 100 percent time, effective September 3, 2013.

Hannah Ko, Hall Director, at an annual salary of $28,500 for 100 percent time, effective July 15, 2013.

Jessica Stout, Hall Director, at an annual salary of $28,500 for 100 percent time, effective July 8, 2013.

SCIENCES AND MATHEMATICS

Mallory Maisel, Assistant Lab Coordinator (Nursing), at an annual salary of $40,000 for 100 percent time, effective August 12, 2013.

Julie Sandifer, Coordinator of Science, Technology, Engineering, Mathematics (STEM) Outreach, at a 10-month salary of $47,000 for 100 percent time, effective September 1, 2013.

STUDENT RIGHTS AND RESPONSIBILITIES

Anita McGee, Early Intervention Coordinator, at an annual salary of $41,200 for 100 percent time, effective September 9, 2013.

UNIVERSITY POLICE DEPARTMENT

Clayton Harrington, Director of Parking and Traffic, at an annual salary of $68,250 for 100 percent time, effective July 15, 2013.

CHANGES OF STATUS FOR 2013-2014

ACADEMIC ADVISING

Brandy Bishop, from Administrative Assistant at an annual salary of $29,458 for 100 percent time, to Academic Advisor at an annual salary of $33,000 for 100 percent time, effective July 22, 2013.

ADMISSIONS

Kevin Davis, from Associate Director of Admissions at an annual salary of $55,700 for 100 percent time, to Associate Director of Admissions with a change in job assignment at an annual salary of $58,371 for 100 percent time, effective September 1, 2013.
**ATHLETICS**

Kenneth Bybee, from Athletics Media Relations Assistant at an annual salary of $28,325 for 100 percent time, to Assistant Director of Athletics Media Relations at an annual salary of $37,000 for 100 percent time, effective June 21, 2013.

Steven Condon, from Athletic Trainer at an annual salary of $39,609 for 100 percent time, to Athletic Trainer with at an annual salary of $44,697 for 100 percent time, effective August 1, 2013.

Steven Condon, from Athletic Trainer at an annual salary of $44,697 for 100 percent time, to Athletic Trainer at an annual salary of $45,335 for 100 percent time, effective September 1, 2013.

Jamilia Ganter, from Assistant Women’s Basketball Coach at an 10.5-month salary of $43,088 for 100 percent time, to Assistant Women’s Basketball Coach at a 10.5-month salary of $48,088 for 100 percent time, effective September 1, 2013.

James Hoefer, from Assistant Football Coach at a 10.5-month salary of $63,000 for 100 percent time, to Assistant Football Coach at a 10.5-month salary of $73,000 for 100 percent time, effective September 1, 2013.

Joshua Lammert, from Athletic Trainer at an annual salary of $39,609 for 100 percent time to Athletic Trainer at an annual salary of $41,500 for 100 percent time, effective September 1, 2013.

Mark Mitchell, from Athletics Strength and Conditioning Assistant at an annual salary of $32,500 for 100 percent time, to Athletics Strength and Conditioning Assistant at an annual salary of $36,339 for 100 percent time, effective July 8, 2013.

Mark Mitchell, from Athletics Strength and Conditioning Assistant at an annual salary of $36,339 for 100 percent time, to Athletics Strength and Conditioning Assistant at an annual salary of $37,431 for 100 percent time, effective September 1, 2013.

**BUSINESS**

Deborah DuFrene, from Associate Dean at an annual salary of $137,315 for 100 percent time, to Associate Dean at an annual salary of $137,315 with additional annual pay of $8,220 for a 12-month interim assignment for 100 percent time, effective September 1, 2013.

Jack Ethridge, from Professor of Accounting at an academic year salary of $110,529 for 100 percent time, to Professor of Accounting and Director of MBA Program at an annual salary of $110,529 with academic year supplement of $2,250 for the additional responsibilities for 100 percent time, effective September 1, 2013.
Geralyn Franklin, from Interim Dean at an annual salary of $137,315 for 100 percent time, to Interim Dean at an annual salary of $137,315 with additional annual pay of $33,200 for a 12-month interim assignment for 100 percent time, effective September 1, 2013.

George Hunt, from Associate Professor of Business at an academic year salary of $110,964 for 100 percent time, to Associate Professor and Interim Director of the School of Accountancy at an academic year salary of $110,964 for 100 percent time with additional annual salary supplement of $14,036 for a 12-month interim assignment, effective September 1, 2013.

Mikhail Kouliavtsev, from Associate Professor of Economics and Finance at an academic year salary of $83,714 for 100 percent time, to Associate Professor and Director of MBA Program at an academic year salary of $83,714 with a 9-month supplement of $7,200 for additional duties for 100 percent time, effective September 1, 2013.

Laura Turner, from Academic Advisor at an annual salary of $40,300 for 100 percent time, to Academic Advisor at an annual salary of $40,300 with an annual supplement of $6,000 for additional interim duties, effective September 1, 2013.

CONTROLLER

Jacob Seamans, from Plant Operations Specialist in Physical Plant at an annual salary of $35,064 for 100 percent time, to Accountant II at an annual salary of $42,000 for 100 percent time, effective September 10, 2013.

DEVELOPMENT

April Smith, from Assistant Director of Development at an annual salary of $54,741 for 100 percent time, to Associate Director of Development at an annual salary of $60,215 for 100 percent time, effective September 1, 2013.

Craig Turnage, from Major Gift Officer at an annual salary of $78,448 for 100 percent time, to Development Officer at an annual salary of $88,448 for 100 percent time, effective September 1, 2013.

Joel Turner, from Major Gift Officer at an annual salary of $76,163 for 100 percent time, to Executive Director of Development at an annual salary of $104,000 for 100 percent time, effective September 1, 2013.

EDUCATION

Deborah Buswell, from Associate Professor of Kinesiology at an academic year salary of $63,923 for 100 percent time, to Associate Professor and Interim Chair of the Department of Kinesiology and Health Science at an academic year salary of $63,923 with additional pay of $2,776 per month for a 12-month interim for 100 percent time, effective September 1, 2013.
Deborah Cady, from Clinical Instructor in Human Services at an academic year salary of $52,530 for 100 percent time, to Clinical Instructor in Human Services with a merit increase at an academic year salary of $54,106 for 100 percent time, effective September 1, 2013.

Barbara Davis, from Project Director of GEAR UP at an annual salary of $81,847 for 100 percent time, to Project Director of GEAR UP with a change in job assignment at an annual salary of $84,301 for 100 percent time, effective September 1, 2013.

Sandra Delgado, from Associate Director of Project CTE at an annual salary of $76,500 for 100 percent time, to Associate Director of Project CTE with a merit increase at an annual salary of $78,795 for 100 percent time, effective September 1, 2013.

Brenda Hill, from Associate Project Director of GEAR UP, at an annual salary of $70,040 for 100 percent time, to Associate Project Director GEAR UP with a merit increase at an annual salary of $72,141 for 100 percent time, effective September 1, 2013.

Patrick Jenlink, from Professor of Secondary Education, at an academic year salary of $96,670 for 100 percent time, to Professor of Secondary Education and Doctoral Program Coordinator at an annual salary of $96,670 with a salary supplement of $3,000 for a 4-month assignment for 100 percent time, effective September 1, 2013.

Cyndra Krogen-Morton, from Visiting Lecturer in Kinesiology, at an academic year salary of $45,000 for 100 percent time, to Visiting Instructor of Kinesiology at an academic year salary of $46,350 for 100 percent time, effective September 1, 2013.

Olegario Madera, from Outreach Coordinator of GEAR UP at an annual salary of $44,000 for 100 percent time, to Outreach Coordinator of GEAR UP with a merit increase at an annual salary of $45,320 for 100 percent time, effective September 1, 2013.

Jana McCall, from Charter School Teacher at an annual salary of $55,100 for 100 percent time, to Charter School Teacher with additional intervention duties for student accountability reporting at an annual salary of $55,100 with an additional $2,000 annual supplement for 100 percent time, effective August 15, 2013.

Nola Schmidt, from Project Director of Confianza at an annual salary of $65,000 for 100 percent time, to Projector Director of Confianza with a merit increase at an annual salary of $66,950 for 100 percent time, effective September 1, 2013.

Louann Williams, from Lead Teacher in the Early Childhood Lab at an annual salary of $38,853 for 100 percent time, to Master Teacher at an annual salary of $40,013 for 100 percent time, effective September 1, 2013.
FINE ARTS

Jeffrey Brewer, from Visiting Assistant Professor of Art at an academic year salary of $41,000 for 100 percent time, reappointed to Visiting Assistant Professor of Art at an academic year salary of $41,000 for 100 percent time, effective September 1, 2013.

FORESTRY AND AGRICULTURE

Jason Grogan, from Research Specialist at an annual salary of $46,000 for 100 percent time, to Research Specialist with a merit increase at an annual salary of $48,801 for 100 percent time, effective September 1, 2013.

Ping Wang, from Research Scientist-Medicinal Plants at an annual salary of $38,192 for 100 percent time, to Research Scientist-Medicinal Plants with a merit increase at an annual salary of $38,678 for 100 percent time, effective September 1, 2013.

INFORMATION TECHNOLOGY SERVICES

Travis Killen, from Tech Support Specialist III at an annual salary of $38,000 for 100 percent time, to Systems Programmer I at an annual salary of $44,185 for 100 percent time, effective August 1, 2013.

LIBERAL AND APPLIED ARTS

Kelley Snowden, from Research Associate in the Cultural Heritage Center at an annual salary of $36,000 for 100 percent time, to Research Associate with a position change at an annual salary of $40,000 for 100 percent time, effective September 1, 2013.

SCIENCES AND MATHEMATICS

Lurah Bryant, from Assistant Director Area Health Education Center at an annual salary of $38,000 for 100 percent time, to Assistant Director Area Health Education Center with a merit increase at an annual salary of $39,140 for 100 percent time, effective September 1, 2013.

Mary Elizabeth Lockhart, from Research Associate STEM Center at an academic year salary of $39,185 for 100 percent time, to Coordinator of STEM Academics at an academic year salary of $42,300 for 100 percent time, effective September 1, 2013.

John Moore, from Professor of Chemistry, at an academic year salary of $74,600 for 100 percent time, to Professor and Interim Chair of the Department of Chemistry at an academic year salary of $74,600 with an 11-month supplemental pay of $23,089 for interim duties for 100 percent time, effective September 1, 2013.

Jana Redfield, from Project Coordinator in STEM Center at an annual salary of $41,200 for 100 percent time, to Assistant Director of STEM Center at an annual salary of $75,000 for 100 percent time, effective September 1, 2013.
Horace Strong, from Project Coordinator in Nursing at an annual salary of $41,200 for 100 percent time, to Academic Advisor of Nursing at an annual salary of $35,000 for 100 percent time, effective September 1, 2013.

Randall Scott, from Director of Area Health Education Center at an annual salary of $53,560 for 100 percent time, to Director of Area Health Education Center with a merit increase at an annual salary of $54,631 for 100 percent time, effective September 1, 2013.

STUDENT AFFAIRS

Jamie Bouldin, from Assistant Director of Student Engagement at an annual salary of $39,997 for 100 percent time, to Assistant Director of Student Engagement with a change in job assignment at an annual salary of $42,000 for 100 percent time, effective September 1, 2013.

Whitney Koltonski, from Coordinator of Early Intervention at an annual salary of $40,000 for 100 percent time, to Counselor at an annual salary of $40,000 for 100 percent time, effective August 1, 2013.

James Maple, from Head Coach of Spirit Teams at an annual salary of $28,840 for 100 percent time, to Head Coach of Spirit Teams at an annual salary of $28,840 for 100 percent time with an annual pay supplement of $4,800 for a 12-month period, effective September 1, 2013.

Michael Walker, from Associate Professor of Psychology at an academic year salary of $58,217 for 100 percent time, to Assistant Dean of Student Affairs for Support Services at an annual salary of $74,200 for 100 percent time, effective July 8, 2013.

STUDENT SERVICES

Gary Wallace, Postal Clerk III at an annual salary of $22,365 for 100 percent time, to Assistant Manager of Post Office at an annual salary of $30,000 for 100 percent time, effective September 1, 2013.

RETIREMENTS

The following retirements were accepted:

Billy Duren, Office of the Controller
Richard Kennedy, Information Technology Services
Benjamin Koerth, Temple College of Forestry and Agriculture
James Kroll, Professor of Forestry, Temple College of Forestry and Agriculture
Madalene Miller, Rusche College of Business
Joseph Ormsby, Professor or Management, Marketing and International Business
Bernice Wright, Steen Library
TENURE

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

Manny Brand, Music

PROMOTION

Promotion was granted for Wendy Donnell to the rank of Assistant Professor of Nursing, effective September 1, 2013.

PROFESSOR EMERITUS

The title of professor emeritus was awarded upon the following:

Betty Alford, Education
James Kroll, Forestry and Agriculture
Sandra McCune, Education

FACULTY LEAVE OF ABSENCE WITHOUT PAY

WHEREAS, the board considered the following: The university may grant a leave of absence to a faculty member when departmental needs allow, provided the request has been approved through administrative channels. Leaves of absence without pay for faculty members must be approved by the Board of Regents upon recommendation by the president in accordance with university policy 12.11, Leave of Absence (Faculty):

THEREFORE, faculty leave of absence without pay was approved for one semester in spring 2014 to Dr. Tara Newman, Assistant Professor of Human Sciences and Director of High Impact Practices, in pursuit of research and additional training.

ACADEMIC AND STUDENT AFFAIRS

BOARD ORDER 14-03
Upon motion by Regent Henderson, seconded by Regent Schaefer, with all members voting aye, it was ordered that the following academic and student affairs items be approved.

CORE CURRICULUM REVISION

WHEREAS, the board considered the following: As directed by legislation, the Texas Higher Education Coordinating Board issued rules requiring a complete overhaul of core curriculum in all Texas public institutions of higher education. Accordingly, the provost and vice president for academic affairs appointed a committee to recommend a new core curriculum for Stephen F. Austin State University, to become effective fall semester 2014. The Council of Deans and the provost have approved the final draft, which may be found it Appendix 1. The final version must be submitted to the coordinating board by November 1, 2013.
THEREFORE, the proposed core curriculum was approved as presented in Appendix 1.

ACADEMIC AND STUDENT AFFAIRS POLICY REVISIONS

The Board of Regents adopted the following policy revisions as presented in Appendix 6:

AIDS and HIV Virus (13.1)
Appeal Procedure Relating to the Provision of Accommodations for Students with Disabilities (6.6)
Authority to Act in the Absence of the President (2.4)
Inclement Weather and Other Emergencies (13.12)
Parking and Traffic Regulations (13.14)
Report of Abuse, Exploitation or Neglect of Elderly or Disabled Persons (13.18)
Student Code of Conduct (10.4) COMBINES 10.4 and 10.5
Student Discipline (10.5) TO BE DELETED
Student Organization Risk Management Training (10.10)
Time Clock (11.29) TO BE DELETED
Timely Warning (13.22)
Electronic Accessibility (16.9)

BUILDING AND GROUNDS

BOARD ORDER 14-04
Upon motion by Regent Schaefer, seconded by Regent Ware, with all members voting aye (with the exception of Regent Henderson who recused herself from the vote on the IDIQ Architectural and Engineering Services Contracts), it was ordered that the following building and grounds items be approved.

IDIQ ARCHITECTURAL AND ENGINEERING SERVICES CONTRACTS

WHEREAS, the board considered the following: the university maintains contractual relationships with several architectural and engineering firms for indefinite delivery/indefinite quantity (IDIQ) design and engineering services. The current contracts expire on October 31, 2013. The university recently issued a Request for Qualifications (RFQ) for IDIQ architectural and engineering services. Firm selection was made pursuant to Government Code 2254.

THEREFORE, the firms listed below were approved for negotiation of a 5-year contract with costs to be negotiated annually and with five optional one-year renewals subject to administrative approval. The president was authorized to sign contracts and purchase orders.

<table>
<thead>
<tr>
<th>NAME</th>
<th>CITY</th>
<th>AE SPECIALTY</th>
<th>HUB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Omniplan, Inc.</td>
<td>Dallas</td>
<td>Architect</td>
<td>No</td>
</tr>
<tr>
<td>Sutton Mitchell Beebe &amp; Babin Architects, LLC</td>
<td>Lufkin</td>
<td>Architect</td>
<td>No</td>
</tr>
</tbody>
</table>
CONCRETE SERVICES

WHEREAS, the board considered the following: The university issued a bid invitation to provide concrete services for projects that require concrete for site repair, new construction and other associated minor alterations. Projects during fiscal years 2012 and 2013 totaled approximately $60,000 and $25,000 respectively. The total cost of services that included optional renewals is expected to exceed $100,000.

THEREFORE, approval was given to the awarding of a contract to Cox Contractors, Inc. and Trinity Bay Construction & Development, Inc. for November 2013 through October 2014 with four additional years of renewal subject to administrative approval. The president was authorized to sign contracts and purchase orders.

BUILDING AND GROUNDS POLICY REVISIONS

The Board of Regents adopted the following policy revisions as presented in Appendix 6:

Homer Bryce Stadium and William R. Johnson Coliseum (16.13)
Training and Certification of University Vehicle Operators (13.23)

SALE OF REAL PROPERTY TO TEXAS DEPARTMENT OF TRANSPORTATION
(Executive Session Item)

WHEREAS, the board considered the following: The Texas Department of Transportation is seeking to purchase portions of university-owned property along Starr Avenue in furtherance of a road widening project. In order to complete the sale of university-owned property, a resolution by the Board of Regents authorizing university officials to sale the property is needed.

THEREFORE, the sale was approved of the requested portions of Parcels 5, 9, 10, 11, 13, 18, and 19 located along Starr Avenue, otherwise known as FM 1878, in Nacogdoches, Texas, at a price negotiated between the Texas Department of Transportation and the administration. The following resolution was adopted:
WHEREAS, The Board of Regents of Stephen F. Austin State University is authorized under Section 101.41, by means of Section 95.33, of the Texas Education Code to sell, lease, or otherwise manage, control, and use the lands under its control.

WHEREAS, Stephen F. Austin State University owns certain real property along Starr Avenue in Nacogdoches, Texas.

WHEREAS, the Texas Department of Transportation seeks to acquire portions of certain real property owned by the university along Starr Avenue in Nacogdoches, Texas, in furtherance of a road widening project.

WHEREAS, Stephen F. Austin State University desires to sell the requested portions of property to the Texas Department of Transportation at a price mutually agreeable to the parties.

NOW THEREFORE BE IT RESOLVED that the Stephen F. Austin State University Board of Regents, by issuance of this resolution, approve the sale of the requested portions of Parcels 5, 9, 10, 11, 13, 18, and 19 located along Starr Avenue, otherwise known as F.M. 1878, in Nacogdoches, Texas.

BE IT FURTHER RESOLVED that the president and vice president for finance and administration are authorized and directed to do any and all things deemed necessary or advisable and in the best interest of the university to cause the university to convey this property to the Texas Department of Transportation, upon such terms and conditions and for such compensation as the president and/or vice president for finance and administration deem appropriate.

BE IT FURTHER RESOLVED that the president and vice president for finance and administration are authorized to sign, execute, certify to, verify, and acknowledge, deliver, accept, file and record and any all instruments and documents, and take, or cause to be taken, any and all such action in the name and on behalf of the university, that is, in their sole judgment, necessary, desirable or appropriate to consummate the transactions contemplated by or otherwise to effect the purposes of this resolution.

BE IT FURTHER RESOLVED that all actions heretofore taken by the president and/or vice president for finance and administration, and all things done by their authority, with respect to the university, and all transactions contemplated hereby, be and the same are ratified and approved.

BE IT FURTHER RESOLVED that a copy of this resolution be spread upon the minutes of the October 21, 2013 meeting of the board.
FINANCIAL AFFAIRS

BOARD ORDER 14-05
Upon motion by Regent Coleman, seconded by Regent Todd, with all members voting aye, it was ordered that the following financial affairs items be approved.

ACKNOWLEDGE RECEIPT OF AUDIT SERVICES REPORT

WHEREAS, the board considered the following: The Board Rules and Regulations state that the director of audit services shall assist the board in carrying out its oversight responsibilities as they relate to the university’s a) financial and other reporting practices, b) internal control, and c) compliance with laws, regulations and ethics. The director of audit services reports to the Board of Regents on the status of the annual audit plan, internal external reports, risk assessment and audit/compliance issues.

The audit services report as presented includes Dean of the College of Fine Arts Audit, Dean of the James I. Perkins College of Education Audit, Texas Administrative Code Section 202 Information Security Standards Compliance, Follow-Up Review, Risk Assessment, and update on annual audit plan.

THEREFORE, the Board of Regents acknowledged receipt of the audit services report as presented, with the addition of a Follow-Up Review as of December 31, 2013, to be presented at the January 2014 board meeting. Reports of future Follow-Up Audits will indicate the original implementation date of each action plan.

APPROVAL OF ANNUAL AUDIT PLAN, AUDIT CHARTER AND REPORT

WHEREAS, the board considered the following: According to the Rules and Regulations of the Board of Regents, the director of audit services shall annually submit information on the annual audit plan, work schedule and staffing plan to the president for his review and to the Board of Regents for their approval. The director shall submit an annual report as required by Art. 6252-5d, V.T.C.S., recodified at Government Code, Chapter 2101. The annual report shall be submitted to the president and the board for review prior to public dissemination.

In addition, the International Standards for the Professional Practice of Internal Auditing require the internal audit charter to be approved on an annual basis. It is included as Appendix 3.

THEREFORE, the annual audit plan, audit charter and annual report were approved as presented.
GRANT AWARDS

Whereas, the board considered the following: In fiscal Year 2013, the university was in receipt of multi-year grant awards totaling $26,144,018. Of that total, grant awards allocable to fiscal year 2013 were $8,245,188, an increase of $100,256 since the last report.

For fiscal year 2014, the multi-year grant award total is currently $20,626,305. Of this total, grant awards allocable to fiscal year 2014 are currently $5,985,912.

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 $100,256 and grand awards allocable to fiscal year 2014 that total $5,985,912 as detailed in Appendix 4.

BOND REDEMPTION AND REFINANCING

Whereas, the board considered the following: At the April 23, 2013, meeting the regents adopted a bond resolution that authorized the university to refinance and redeem certain outstanding bond issues. At the July 16, 2013 meeting the regents approved the selection of a financial adviser to help conduct bond transactions.

On September 11, 2013, the university refinanced the 2002 and 2004 bond issues. In addition, the 2004A issue was cash-redeemed and the debt was extinguished on October 15, 2013. In order to issue, refinance, or cash redeem bonds, the SFA governing board must authorize the respective action in a bond resolution.

In order to be prepared for favorable refinancing market conditions, the administration presents a bond resolution in Appendix 5 that provides for a one year period whereby the university is authorized to issue one or more series of bonds to refinance outstanding bonds or use cash on hand to redeem outstanding bonds. The resolution requires a minimum 3% savings threshold, and delegates the issuance process to a designated financial officer.

Therefore, the Board of Regents authorized the bond refunding resolution in Appendix 5. It was approved that the vice president for finance and administration serve as the designated financial officer in the functions described in the resolution.
FINANCIAL AFFAIRS POLICY REVISIONS

The Board of Regents adopted the following policy revisions as presented in Appendix 6:

Annual Budget Preparation (3.2)
Food Purchases (17.6)
Gifts, Prizes and Awards (3.18)
Time Reporting for Non-Exempt Employees (11.30)

REPORTS

The president provided a report to the regents on the following topics:
- Upcoming Dates
- 90th Anniversary
- Executive Director for Alumni Affairs Search Committee
- Nelson Rusche College of Business Dean’s Search
- Graduations
- Commencement Dinner

Dr. Dana Cooper, faculty senate chair, made a report on the following topic:
- Drawing on the Past
- Faculty Perceptions Survey
- Looking to the Future
- Faculty Activities and Accomplishments

Marquice Hobbs, SGA president, gave a report on the following topics:
- Recruitment of New Senators and Appointment of Executive Board and Committee Chairs
- Fan Buses
- Joint Resolution with Sam Houston for Piney Woods Community Service Project
- Open Forum with new Parking Director
- Ideas and Initiatives

Chair McCarty appointed the following board members to serve as the nominating committee for board officers for the 2014-15 year.
Bob Garrett, Chair
Ralph Todd
Connie Ware

The meeting was adjourned at 10:35 a.m.
Statement of Purpose

Through the Texas Core Curriculum, students will gain a foundation of knowledge of human cultures and the physical and natural world, develop principles of personal and social responsibility for living in a diverse world, and advance intellectual and practical skills that are essential for all learning.

Communication Component Area (6 hours)

Courses in this category focus on developing ideas and expressing them clearly, considering the effect of the message, fostering understanding, and building the skills needed to communicate persuasively.

Courses involve the command of oral, aural, written, and visual literacy skills that enable people to exchange messages appropriate to the subject, occasion, and audience.

<table>
<thead>
<tr>
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<th>Number</th>
<th>Title</th>
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<td>Interpersonal Communication</td>
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<td>COM</td>
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<td>Small Group Communication</td>
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</table>

Mathematics Component Area (3 hours)

Courses in this category focus on quantitative literacy in logic, patterns, and relationships.

Courses involve the understanding of key mathematical concepts and the application of appropriate quantitative tools to everyday experience.

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<td>Calculus I</td>
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</table>

Explanation of Overflow Semester Credit Hours

MTH 233 Calculus I is a four credit hour course. The extra hour is not included in the Core. MTH 233 is a required math course for many departments who account for the extra hour in their degree programs.
Life and Physical Sciences (6 hours)
Courses in this category focus on describing, explaining, and predicting natural phenomena using the scientific method.

Courses involve the understanding of interactions among natural phenomena and the implications of scientific principles on the physical world and on human experiences.

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<td>4</td>
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<td>Principles of Botany</td>
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<td>4</td>
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</table>
Explanation of Overflow Semester Credit Hours

Under the old core, all but one science course was four credits including a lab. The committee voted that only six hours of science credits will count towards the core, and also required that all successful course applications to the Life and Physical Sciences Component Area must include a lab component. In order to meet these requirements several new three credit hour courses, including labs, were created. The committee further stipulated that programs requiring four credit hour science courses must cover the extra credit hours in their appropriate college, department, or program requirements. The proposed system thus satisfies the THECB hour requirements while simultaneously allowing for flexibility as needed by individual programs.

Language, Philosophy, and Culture (3)
Courses in this category focus on how ideas, values, beliefs, and other aspects of culture express and affect human experience.

Courses involve the exploration of ideas that foster aesthetic and intellectual creation in order to understand the human condition across cultures.

<table>
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<td>American Literature from 1865 to Present</td>
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<td>Western Civilization I</td>
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<td>Introduction to Ethics</td>
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<td>PHIL 2306</td>
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</table>
**Creative Arts (3)**
Courses in this category focus on the appreciation and analysis of creative artifacts and works of the human imagination.

Courses involve the synthesis and interpretation of artistic expression and enable critical, creative, and innovative communication about works of art.

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<td>THR</td>
<td>163</td>
<td>Film and Culture</td>
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</table>

**American History (6)**
Courses in this category focus on the consideration of past events and ideas relative to the United States, with the option of including Texas History for a portion of this component area.

Courses involve the interaction among individuals, communities, states, the nation, and the world, considering how these interactions have contributed to the development of the United States and its global role.

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</table>

**Government/Political Science (6)**
Courses in this category focus on consideration of the Constitution of the United States and the constitutions of the states, with special emphasis on that of Texas.

Courses involve the analysis of governmental institutions, political behavior, civic engagement, and their political and philosophical foundations.

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<td>PSC</td>
<td>142</td>
<td>American Government, Structure and Function</td>
<td>3</td>
<td>GOVT 2302</td>
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</table>
**Government/Political Science Transfer Protocol**

Students at SFA are required to take both PSC 141 (corresponding to GOVT 2301) and PSC 142 (Corresponding to GOVT 2302) to fill the Government/Political Science Component Area. Students transferring with three credits of either GOVT 2305 (U.S. Government) or 2306 (Texas Government) will be required to take PSC 141 to complete the Government/Political Science core requirement.

**Social and Behavioral Sciences (3)**
Courses in this category focus on the application of empirical and scientific methods that contribute to the understanding of what makes us human.

Courses involve the exploration of behavior and interactions among individuals, groups, institutions, and events, examining their impact on the individual, society, and culture.

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<td>SOC</td>
<td>137</td>
<td>Introduction to Sociology</td>
<td>3</td>
<td>SOCI 1301</td>
</tr>
</tbody>
</table>
Component Area Option (6)

a. A minimum of 3 SCH must meet the definition and corresponding Core Objectives specified in one of the foundational component areas
b. As an option for up to 3 semester credit hours of the Component Area Option, an institution may select course(s) that:
   (i) Meet(s) the definition specified for one or more of the foundational component areas; and
   (ii) Include(s) a minimum of three Core Objectives, including Critical Thinking Skills, Communication Skills, and one of the remaining Core Objectives of the institution's choice.

<table>
<thead>
<tr>
<th>Prefix</th>
<th>Number</th>
<th>Title</th>
<th>Credit Hours</th>
<th>TCCNS</th>
</tr>
</thead>
<tbody>
<tr>
<td>ENG</td>
<td>132</td>
<td>Research and Argument</td>
<td>3</td>
<td>ENG 1302</td>
</tr>
<tr>
<td>BCM</td>
<td>247</td>
<td>Business Communication</td>
<td>3</td>
<td>BUSI 2304</td>
</tr>
<tr>
<td>ENG</td>
<td>273</td>
<td>Technical and Scientific Writing</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>FRE</td>
<td>131</td>
<td>Elementary French I</td>
<td>3</td>
<td>FREN 1411</td>
</tr>
<tr>
<td>FRE</td>
<td>132</td>
<td>Elementary French II</td>
<td>3</td>
<td>FREN 1412</td>
</tr>
<tr>
<td>GER</td>
<td>131</td>
<td>Elementary German I</td>
<td>3</td>
<td>GERM 1411</td>
</tr>
<tr>
<td>GER</td>
<td>132</td>
<td>Elementary German II</td>
<td>3</td>
<td>GERM 1412</td>
</tr>
<tr>
<td>POR</td>
<td>131</td>
<td>Elementary Portuguese I</td>
<td>3</td>
<td>PORT 1411</td>
</tr>
<tr>
<td>POR</td>
<td>132</td>
<td>Elementary Portuguese II</td>
<td>3</td>
<td>PORT 1412</td>
</tr>
<tr>
<td>SPA</td>
<td>131</td>
<td>Elementary Spanish I</td>
<td>3</td>
<td>SPAN 1411</td>
</tr>
<tr>
<td>SPA</td>
<td>132</td>
<td>Elementary Spanish II</td>
<td>3</td>
<td>SPAN 1412</td>
</tr>
<tr>
<td>SPH</td>
<td>172</td>
<td>Beginning American Sign Language</td>
<td>3</td>
<td>SGNL 1301</td>
</tr>
<tr>
<td>SPH</td>
<td>272</td>
<td>Intermediate American Sign Language</td>
<td>3</td>
<td>SGNL 1302</td>
</tr>
</tbody>
</table>

Explanation of the Component Area Option

All six Component Area Option credits were allocated to the Communication Component Area in order to address communication weakness among our students. The CAO requires all students to take an additional writing class, ENG 132, and to take either an additional writing or a modern language course, which includes American Sign Language. All Component Area Option courses, including modern language courses, followed the requirements of the Communication Component Area in terms of content description and core objectives.

Continued Attainment of Core Objectives

In order to further improve student attainment of critical thinking and communication, all students will have in their majors at least two courses that are critical thinking intensive, two courses that are writing intensive, and two courses that are oral communication intensive. These elements may be combined into two courses or separated into as many as six courses.
Purpose

Internal auditing is an independent, objective assurance and consulting activity designed to add value and improve the university’s operations. It helps the university accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control and governance processes.

The purpose of the Department of Audit Services is to provide the Board of Regents and the president an independent appraisal of the adequacy and the effectiveness of the university’s system of internal administrative and accounting controls and the quality of performance when compared with established standards. The primary objective is to assist the Board of Regents, the president and university management in the effective discharge of their responsibilities.

Authority

The Department of Audit Services is an integral part of Stephen F. Austin State University and functions within established policies. The director of audit services reports functionally to the Board of Regents and administratively to the president.

The Department of Audit Services will have unrestricted access to all university activities; records, both manual and electronic; property; and personnel relevant to any area being reviewed. Members of the audit services' staff will handle all documents and other information acquired in the course of their duties prudently.

Standards and Independence

The department will operate within the guidelines of the Texas Internal Auditing Act (Article 6252 – 5d., V.A.C.S.), the Institute of Internal Auditors (IIA) Professional Practices Framework which includes the Definition of
Internal Auditing, the Code of Ethics, and the International Standards for the Professional Practice of Internal Auditing as mandatory guidance. In addition, where applicable the department will follow Generally Accepted Government Auditing Standards (GAGAS).

The department’s internal auditors will uphold the principles of integrity, objectivity, confidentiality, and competency. Internal auditors will be independent of the activities or operations they review; they will not engage in any activity which would impair their independence.

Responsibility

The Department of Audit Services will fulfill its responsibility to the board and the president by:

- developing an audit plan based on a risk analysis which includes consideration of the university’s goals and objectives and the concerns of management and the board.
- providing audit coverage that consistently meets the needs and expectations of management
- following up on identified weaknesses, findings and recommendations from previous audit work
- participating in a program of quality assurance designed to ensure the increasing professionalism of the department and standard of the work performed
- performing consulting services including advisory and related service activities, the nature and scope of which are agreed upon and which are intended to add value and improve the university’s governance, risk management, and control processes without assuming management responsibility. Examples include counsel, advice, facilitation, training, and committee service.

Annually the director of audit services will submit information on the annual audit plan, work schedule, and staffing plan to the president for his review and to the Board of Regents for their approval. Quarterly the director will provide activity reports to the president and the board detailing progress against the annual audit plan, audit accomplishments, and highlights of any significant audit findings and recommendations. The director of audit services will submit reports as required to the state auditor’s office, governor’s office, Legislative Budget Board and Sunset Advisory Commission.

The scope of audit activities will include all controls, reports and operations of the university. The Department of Audit Services will examine and evaluate:
The reliability and integrity of financial and operating information and the means used to identify, measure, classify and report information.

The systems established to ensure compliance with policies, plans, procedures, laws and regulations that could have a significant impact on the university.

The means of safeguarding assets and verifying their existence.

The economy and the efficiency with which resources are employed.

The extent to which the operations and programs of the university are consistent with its objectives and goals.

The ethics objectives and activities of the university.

The potential for fraud and the management of fraud risk.
Summary Report – Fiscal Year 2013

Total New Current Year Awards (this period) — as of August 31, 2013

<table>
<thead>
<tr>
<th>Subtotal description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subtotal federal</td>
<td>$ 0</td>
</tr>
<tr>
<td>Subtotal federal pass-through</td>
<td>$ 44,813</td>
</tr>
<tr>
<td>Subtotal state and state pass-through</td>
<td>$ 54,343</td>
</tr>
<tr>
<td>Subtotal private entity and local government</td>
<td>$ 1,100</td>
</tr>
</tbody>
</table>

Total awards (all years) for new awards (this period) $ 63,333
Total awards (all years) for continuing grants (this period) $ 356,228

Total current year awards for awards active in 2013 $ 8,245,118
Total awards (all years) for awards active in 2013 $ 26,144,018

New, Additional, or Previously Unreported Awards for FY 2013

Federal Pass Through

*Deploying and Monitoring Texas Emerald Ash Borer Traps
FY 2013 Award: $ 1,900
Total Award: $ 1,900 (Grant)
Sponsor: Texas A&M Forest Service (USDA)
Term (this action): November 21, 2012 – August 31, 2013
Description: Funds are provided for the use and monitoring of traps used during an Emerald Ash Borer early detection program for these invasive pests. PI/PD: Dr. David Kulhavy, School of Forestry

*Mexican Folklore and Day of the Dead Program
FY 2013 Award: $ 1,500
Total Award: $ 1,500 (Grant)
Sponsor: Humanities Texas (National Endowment for the Humanities)
Term (this action): August 1, 2013 - January 31, 2014
Description: Funds are provided to assist the SFA Art Galleries with a series of exhibitions and programs that focus on Mexican folklore Day of the Dead traditions. PI/PD: Dr. John Handley, SFA Galleries, School of Art

*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. Prepared by the Office of Research & Sponsored Programs.
Grants awarded between June 15, 2013 and September 20, 2013

Summary report for FY 2013 and FY 2014 to date

Previously Described Awards

Child Welfare Professional Development Project
FY 2013 Award: $41,413 (additional award) Total Award: $308,822

Subtotal Current Year Awards (this report) = $44,813
Subtotal New Federal Pass-through Awards (total award) = $3,400

State and State Pass-through Awards

*SFA Charter School Instructional Materials Allotment
FY 2013 Award: $38,937
Total Award: $58,833 (Formula Grant)
Sponsor: Texas Education Agency
Term: (this action) June 11, 2013 – August 31, 2014
Description: Authorized by SB 6 [82(1)], these funds are for the purchase of instructional and technological equipment, and technology-related services. PI/PD: Ms. Lysa Hagan, Department of Elementary Education (SFA Charter School)

Disability Services – Reader Services
FY 2013 Award: $15,406 (additional award) Total Award: $47,406

Subtotal Current Year Awards (this report) = $54,343
Subtotal New State and State Pass-through Awards (total award) = $58,833

Private Entity and Local Government Awards

*Etiquette and the ECC (Expanded Core Curriculum)
FY 2013 Award: $1,100
Total Award: $1,100
Sponsor: All Blind Children of Texas
Term: (this action) April 23, 2013 – August 31, 2013
Description: The purpose of this award is to support Camp Independence for youth with visual impairments by infusing experiences that develop social skills, independent living skills, and etiquette. PI/PD: Mr. Michael Munro, School of Human Sciences

Subtotal Current Year Awards (this report) = $1,100
Subtotal New Private and Local Government Awards (total award) = $1,100

*New awards

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. Prepared by the Office of Research & Sponsored Programs.
Grants awarded between June 15, 2013 and September 20, 2013

Summary report for FY 2013 and FY 2014 to date

Fiscal Year 2014

Total New Current Year Awards (this period) — as of September 20, 2013

- Subtotal direct federal $ 2,967,357
- Subtotal federal pass-through $ 797,608
- Subtotal state and state pass-through $ 2,012,046
- Subtotal private entity and local government $ 208,901

Total awards (all years) for new awards (this period) $ 1,587,586
Total awards (all years) for continuing grants (this period) $ 19,038,719

Direct Federal Awards

*McIntire Stennis Cooperative Forestry Research Program
FY 2014 Award: $416,727
Total Award: $416,727 (Formula Grant - renewal)
Sponsor: U.S. Department of Agriculture (Award # 2013-32100-06101)
Term: (this action) October 1, 2012 – September 30, 2014
Description: Funds are allocated for the conduct of forestry research and the necessary expenses of planning and directing research conducted by the school of forestry. PI/PD: Dr. Steve Bullard, College of Forestry and Agriculture

*CC-NIE Networking Infrastructure: Data Driven Networking – Keeping SFA on the Map
FY 2014 Award: $248,674
Total Award: $497,346 (Grant)
Sponsor: National Science Foundation (Award #1341010)
Term: (this action) September 1, 2013 – August 31, 2015
Description: This project provides resources for major upgrades to network infrastructure, connectivity, and the science DMZ. These upgrades support expanded research and teaching capabilities and improve capacity for data-driven research across a variety of STEM disciplines. PI/PDs: Mr. John Garner, Information Technology Services; Dr. Dan Bruton, Department of Physics and Astronomy and College of Sciences and Mathematics; Dr. David Cook, Department of Computer Science

Previously Described Awards

Gaining Early Awareness and Readiness for Undergraduate Programs for Success (East Texas GEAR UP)
FY 2014 Award: $1,184,611 Total Award: $7,445,050

*New awards

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. Prepared by the Office of Research & Sponsored Programs.
Research Study to Assess the Impact of Professional Development on English Language Learners (CONFIANZA)
FY 2014 Award: $397,058  
Total Award: $1,988,947

Talented Teachers in Training for Texas (T4)
FY 2014 Award: $345,419  
Total Award: $1,449,996

Orientation and Mobility for the Blind Training Program
FY 2014 Award: $100,000  
Total Award: $494,253

Science and Public Interface: Equipping Museum Professionals to Engage Audiences Regarding Complex and Controversial Science Topics
FY 2014 Award: $80,256  
Total Award: $247,149

Vocational Rehabilitation Counselor Training Program
FY 2014 Award: $78,398  
Total Award: $747,380

Bat Occurrence Relative to Silvicultural Treatments Intended to Yield Desired Forest Conditions for Priority Wildlife
FY 2014 Award: $52,000 (additional award)  
Total Award: $130,662

Environmental Availability and Assessment of Heavy Metals and other Anthropogenic Contaminants in Snowy Plover Nesting Habitats
FY 2014 Award: $31,438  
Total Award: $125,000

Northeast Region Public Engagement at Three National Park Sites: Evaluation and Future Strategies
FY 2014 Award: $17,140  
Total Award: $75,000

Environmental Availability of Lead and Use of Moist-soil Management to Attract Waterfowl on the TEXAS NWRs
FY 2014 Award: $15,636  
Total Award: $142,170

Subtotal Current Year Awards (this report) = $2,967,357
Subtotal New Federal Awards (total award) = $914,073

Federal Pass Through

*Visually Impaired Preparation (VIP) Program
FY 2014 Award: $502,000
Total Award: $502,000 (Interagency Agreement – renewal)
Sponsor: Texas School for the Blind & Visually Impaired (U.S. Department of Education)
Term: (this action) September 1, 2013 – August 31, 2014

*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. Prepared by the Office of Research & Sponsored Programs.
Grants awarded between June 15, 2013 and September 20, 2013

Summary report for FY 2013 and FY 2014 to date

Description: SFA will prepare, or begin to prepare, 32 new professionals taking coursework leading to endorsement in visual impairment or Academy for Certification of Vision Rehabilitation and Education Professionals certification in Orientation and Mobility. PI/PD: Mr. Michael Munro, Department of Human Services

*Special Education Consolidated Grant FY 14 (IDEA-B)

FY 2014 Award: $24,780
Total Award: $24,780 (Formula Grant - renewal)
Sponsor: Texas Education Agency (U.S. Department of Education)
Term: (this action) July 25, 2013 – September 30, 2014
Description: Funds are provided for instructional support at the SFA Charter School, including early identification, intervention and counseling services for students with impairments and disabilities. PI/PD: Ms. Lysa Hagan, Department of Elementary Education (SFA Charter School)

*MLK Day of Service

FY 2014 Award: $1,000
Total Award: $1,000 (Grant - renewal)
Sponsor: Service for Peace (Corp. for National and Community Service)
Term: (this action) September 12, 2013 – March 1, 2014
Description: This objective of this award is to help SFA combine meaningful service, thoughtful reflection, and inclusion of a diverse cross section of the community to celebrate the life and work of Dr. King. PI/PD: Ms. Jamie Bouldin, University Affairs

Previously Described Awards

Child Welfare Professional Development Project
FY 2014 Award: $124,238 Total Award: $308,822

Avian Community Dynamics in Bottomland Hardwood Forests of East Texas
FY 2014 Award: $95,590 Total Award: $452,320

SHRT – Women of Color Grant Evaluation
FY 2014 Award: $50,000 Total Award: $250,000

Subtotal Current Year Awards (this report) = $797,608
Subtotal New Federal Pass-through Awards (total award) = $527,780

*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. Prepared by the Office of Research & Sponsored Programs.
State and State Pass-through Awards

*Piney Woods AHEC (State Portion)
FY 2014 Award: $116,000
Total Award: $116,000 (Interagency Agreement - renewal)
Sponsor: U.T. Medical Branch - Galveston
Term: (this action) September 1, 2013 – August 31, 2014
Description: The purpose of the award is to build and maintain an integrated, community-based regional organization to effectively and efficiently address and support achievements of East Texas AHEC objectives. PI/PD: Mark Scott, Texas AHEC East Piney Woods Region, College of Sciences & Mathematics

*Regional College Readiness Special Advisor Network (RCRSAN)
FY 2014 Award: $5,000
Total Award: $10,000 (Interagency Contract)
Sponsor: Texas Higher Education Coordinating Board
Term: (this action) September 1, 2013 – August 31, 2015
Description: The purpose of this award is to participate in and support implementation of the RCRSAN model, including serving as a regional liaison and disseminating information and resources. PI/PD: Ms. Debra Kiesel, Academic Advising

Previously Described Awards

SFA Charter School (ADA)
FY 2014 Award: $1,680,156 (additional award) Total Award: $1,680,156

Systemic Texas Educator Preparation Sites (STEPS) for College and Career Readiness - CCR Demonstration Project
FY 2014 Award: $70,000 (additional award) Total Award: $ 965,000

Career Planning Laboratory – Employment Related Services for DBS
FY 2014 Award: $50,000 Total Award: $ 200,000

Rehabilitation Counseling Internship Stipends
FY 2014 Award: $41,640 (additional award) Total Award: $ 166,560

SFA Charter School Instructional Materials Allotment
FY 2014 Award: $19,896 (additional award) Total Award: $ 58,833

Disability Services – Reader Services
FY 2014 Award: $16,000 (renewal) Total Award: $ 79,406

*New awards
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. Prepared by the Office of Research & Sponsored Programs.
Grants awarded between June 15, 2013 and September 20, 2013

Summary report for FY 2013 and FY 2014 to date

Joint Admission Medical Program (JAMP)
FY 2014 Award: $13,354 (additional award)
Total Award: $56,276

Subtotal Current Year Awards (this report) = $2,012,046
Subtotal New State and State Pass-through Awards (total award) = $126,000

Private Entity and Local Government Awards

*Phase I: Vegetation Inventory and Soil Fill Assessment
FY 2014 Award: $17,753
Total Award: $17,753 (Fixed-price Agreement)
Sponsor: SE Technologies, LLC & Ampco Pittsburgh
Term (this action): September 16, 2013 – August 31, 2014
Description: This agreement provides a graduate student with the opportunity to participate in research related to mitigating lead impacted soils in selected wetland and upland sites. PI/PD: Dr. Kenneth Farrish, Division of Environmental Science

*SFA Flu Shot Clinic
FY 2014 Award: $1,980
Total Award: $1,980 (Grant)
Sponsor: Texas Medical Association Foundation
Term (this action): April 11, 2013 – May 31, 2014
Description: The purpose of this grant is to immunize SFA students for the Influenza season. Funding for the SFA Flu Shot Clinic provided by Texas Medical Association’s Be Wise – Immunize. SM PI/PD: Dr. Penny Jeffery, Student Health Services

Previously Described Awards

Pine Plantations on Reclaimed Minelands
FY 2014 Award: $62,955
Total Award: $126,913

Beaumont Foundation of America Scholarships
FY 2014 Award: $52,500 (additional award)
Total Award: $112,500

Welch Chemistry Departmental Research Grant
FY 2014 Award: $40,000 (additional award)
Total Award: $110,000

James I. Perkins Family Research Associates in Elementary Education
FY 2014 Award: $15,000
Total Award: $75,000

Conservation Genetics of Louisiana Pine Snakes
FY 2014 Award: $10,588
Total Award: $19,999

*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. Prepared by the Office of Research & Sponsored Programs.
Economics Reading Group
FY 2014 Award: $5,000 (additional award)  Total Award: $ 19,640

Longleaf Pine Data Collection – Research Internship
FY 2014 Award: $3,125  Total Award: $ 17,500

Subtotal Current Year Awards (this report) = $208,901
Subtotal New Private and Local Government Awards (total award) = $ 19,733

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.
CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §

STEPHEN F. AUSTIN STATE UNIVERSITY §

I, the undersigned officer of the Board of Regents of Stephen F. Austin State University, hereby certify as follows:

1. The Board of Regents of Stephen F. Austin State University convened in REGULAR MEETING ON THE 21ST DAY OF OCTOBER, 2013, at the designated meeting place, and the roll was called of the duly constituted officers and members of said Board, to-wit:

   Steve D. McCarty - Chair
   Scott H. Coleman - Vice Chair
   Brigettee Carnes Henderson – Secretary
   David R. Alders - Member
   John R. "Bob" Garrett - Member
   Barry E. Nelson - Member
   Kenton E. Schaefer – Member
   Ralph C. Todd – Member
   Connie M. Ware – Member

   Damon Derrick, General Counsel to the Board of Regents

and all of said persons were present, except: ________________, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

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

was duly introduced for the consideration of said Board and duly read. It was then duly moved and seconded that said Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried by the following vote:

   AYES: _____
   NOES: _____

2. That a true, full and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly referenced in said Board's minutes of said Meeting; that the above and foregoing paragraph is a true, full, and correct excerpt from said Resolution on file in the Office of the Board of Regents; that the persons named in the above and
foresaid Meeting, and that said Resolution would be introduced and considered for adoption at said Meeting; and that said Meeting was open to the public, and public notice of the time, place, and purpose of said Meeting was given, all as required by the Texas Government Code, Chapter 551.

3. That the Resolution has not been modified, amended or repealed and is in full force and effect on and as of the date hereof.
SIGNED AND SEALED this 21st of October, 2013.

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

(SEAL)
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 OCTOBER 21, 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 permit the Board, to issue "Parity Obligations" secured
by a lien on and pledge of the Pledged Revenues on a parity with the Previously Issued Parity
Obligations; and

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

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

SFA Rev&Ref 2013/Delegated: Resolution
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 (e) and (d) above, respectively), together with other legally available funds, including other Pledged Revenues attributable thereto, to enable it to make its Annual Obligation payments.

(h) **Additional Participants.** The Board hereby agrees to apply the covenants hereinabove made to any institution, branch or entity hereinafter placed under the control and governance of the Board and added as a Participant in the Financing System in accordance with the provisions of Section 7 hereof.
Section 4. GENERAL COVENANTS. The Board further represents, covenants, and agrees that while any Parity Obligations or interest thereon is Outstanding:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 9. AMOUNT, PURPOSE, AND DESIGNATION OF THE BONDS. (a) Amount and Designation. The Board's bonds each entitled "BOARD OF REGENTS OF STEPHEN F. AUSTIN STATE UNIVERSITY REVENUE FINANCING SYSTEM REVENUE REFUNDING BOND," 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 $99,775,000. 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 October 21, 2014, such date being one year from the date of adoption of this Resolution. Bonds priced on or before October 21, 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
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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, 2029, 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,
establishing a reserve fund for the Bonds, if any, and all other matters relating to the issuance, sale,
and delivery of the Bonds, all of which shall be specified in a certificate of the Designated
Financial Officer 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 not less than an
amount equal to 3% of the principal amount of such Refunded Bonds being 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
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
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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 this Resolution, the Board may call such Defeased Bond for redemption upon
complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

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

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

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

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

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

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

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

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

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

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

(1) Grant to the owners of any Outstanding Parity Obligations a priority over the owners of any other Outstanding Parity Obligations;

(2) Materially adversely affect the rights of the owners of less than all Parity Obligations then Outstanding;

(3) Change the minimum percentage of the Outstanding Principal Amount necessary for consent to such amendment;

(4) Make any change in the maturity of the Outstanding Bonds;

(5) Reduce the rate of interest borne by Outstanding Bonds;

(6) Reduce the amount of the principal payable on Outstanding Bonds; or

(7) Modify the terms of payment of principal of or interest on the Outstanding Bonds, or impose any conditions with respect to such payment; or

(8) Adversely affect the tax exempt status of the interest on the Outstanding Bonds to the owners thereof.

(c) Notice. If at any time this Resolution is to be amended pursuant to the provisions of subsection (b) of this Section, the Board shall cause notice of the proposed amendment to be published in a financial newspaper or journal of general circulation in The City of New York, New York, and such notice shall contain a description of the proposed amendment.
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:
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(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
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(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Tax-Exempt Bonds;

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

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

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

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

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

Section 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) **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 5701-TEB) 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 and tender offers;

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
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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. RESERVE FUNDS. The Board may establish a reserve fund, and/or any other fund or funds pursuant to any resolution authorizing the issuance of Parity Obligations, including with respect to the Bonds in the Award Certificate, for the purpose of paying or securing a particular issue or series of Parity Obligations or any specific group of issues or series of Parity Obligations and the amounts once deposited in said funds shall no longer constitute Pledged Revenues but shall be held solely for the benefit of the owners of the particular issue or series or group of issues or series of Parity Obligations for which such fund was established. Each such fund shall be designated in such manner as is necessary to identify the Parity Obligations it secures and to distinguish such fund from any other funds created for the benefit of any other Parity Obligations.

Section 35. FURTHER PROCEDURES. The Chair of the Board, the Designated Financial Officer, and all other officers, employees, and agents of the University, and each of them, shall be and they are hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the Board, all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution, the Bonds, the sale and delivery of the Bonds and fixing all details in connection therewith, and to approve any Official Statement, or supplements thereto, in connection with the Bonds including any necessary filings with the Attorney General of Texas, the Texas Bond Review Board an any other necessary parties.

Section 36. 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 37. 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 38. 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

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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 39. 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 40. 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 21st day of October, 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;
Appendix 5

(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 as set forth in each Award Certificate.

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

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

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

"Revenue Funds" means the "revenue funds" of the Board (as defined in Section 55.01 of the Texas Education Code to mean the revenues, incomes, receipts, rentals, rates, charges, fees, grants, and tuition levied or collected from any public or private source by an institution of higher education, including interest or other income from those funds) derived by the Board from the operations of each of the Participants. The term "Revenue Funds" does not include, with respect to each series or issue of Parity Obligations, any tuition, rentals, rates, fees, or other charges attributable to any student in a category which, at the time of the adoption by the Board of a resolution relating to such Parity Obligations, is exempt by law or by the Board from paying such tuition, rentals, rates, fees, or other charges.
"Rule" means SEC Rule 15c2-12, as amended from time to time.

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

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

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


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

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

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

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

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

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

FORM OF BOND

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

<table>
<thead>
<tr>
<th>NO. R-</th>
<th>PRINCIPAL AMOUNT</th>
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<tr>
<th>INTEREST RATE*</th>
<th>MATURITY DATE</th>
<th>[BOND DATE] [ISSUANCE DATE]*</th>
<th>CUSIP</th>
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REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

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

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges, solely from funds of the Board required by the resolution authorizing the issuance of the Bonds to be on deposit with the

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

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

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

<table>
<thead>
<tr>
<th>Bonds Maturing ______<strong>, 20</strong>*</th>
<th>Redemption Date</th>
<th>Principal Amount</th>
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<tbody>
<tr>
<td></td>
<td>____________, 20</td>
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<td></td>
<td>____________, 20</td>
<td>$______________</td>
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</table>

*Final Maturity

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

**AT LEAST 30** calendar days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to (i) the registered owner of each Bond to be redeemed at its address as it appeared on the Registration Books on the 45th calendar day prior to such redemption date and (ii) major securities depositaries 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

*As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.
redeemed 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.
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   Chair, Board of Regents of
Stephen F. Austin State University   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.
FORM OF ASSIGNMENT

ASSIGNMENT

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

UNIF GIFT MIN ACT--

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

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

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

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

Please insert Social Security or Other Identification Number of Assignee

/___________________________________/

(Name and Address of Assignee)

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

Dated: __________________

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

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

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

COMPTROLLER'S REGISTRATION CERTIFICATE

REGISTER NO. __________

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

Witness my signature and seal this

______________________________
Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

INSERTIONS FOR THE INITIAL BOND

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

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

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

<table>
<thead>
<tr>
<th>Principal Amount</th>
<th>Maturity (_______)</th>
<th>Interest Rate</th>
</tr>
</thead>
</table>

(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 ____________, 20___* 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.
<table>
<thead>
<tr>
<th>Policy Name</th>
<th>Policy Number</th>
<th>BOR Cte</th>
<th>Major Action/Change</th>
<th>Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>AIDS and HIV Virus</td>
<td>13.1</td>
<td>ASA</td>
<td>Title changed. Minor changes.</td>
<td>P-3</td>
</tr>
<tr>
<td>Annual Budget Preparation</td>
<td>3.2</td>
<td>F&amp;A</td>
<td>Committee assignment.</td>
<td>P-10</td>
</tr>
<tr>
<td>Appeal Procedure Relating to the Provision of Accommodations for Students with Disabilities</td>
<td>6.6</td>
<td>ASA</td>
<td>Minor changes.</td>
<td>P-11</td>
</tr>
<tr>
<td>Authority to Act in the Absence of the President</td>
<td>2.4</td>
<td>ASA</td>
<td>Inclusion of vice president for university advancement.</td>
<td>P-14</td>
</tr>
<tr>
<td>Electronic Accessibility</td>
<td>16.9</td>
<td>ASA</td>
<td>Minor changes.</td>
<td>P-15</td>
</tr>
<tr>
<td>Food Purchases</td>
<td>17.6</td>
<td>F&amp;A</td>
<td>Addition of guidelines for food catered on campus.</td>
<td>P-18</td>
</tr>
<tr>
<td>Gifts, Prizes and Awards</td>
<td>3.18</td>
<td>F&amp;A</td>
<td>Minor clarifications.</td>
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<tr>
<td>Homer Bryce Stadium and William R. Johnson Coliseum</td>
<td>16.13</td>
<td>B&amp;G</td>
<td>Reviewed with no changes</td>
<td>P-27</td>
</tr>
<tr>
<td>Inclement Weather and Other Emergencies</td>
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<td>ASA</td>
<td>Title changed. Minor updates.</td>
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<tr>
<td>Parking and Traffic Regulations</td>
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<td>B&amp;G</td>
<td>Expanded definitions and minor updates.</td>
<td>P-30</td>
</tr>
<tr>
<td>Reporting of Abuse, Exploitation or Neglect of Elderly or Disabled Persons</td>
<td>13.18</td>
<td>ASA</td>
<td>Added definition of exploitation.</td>
<td>P-57</td>
</tr>
<tr>
<td>Student Code of Conduct</td>
<td>10.4</td>
<td>ASA</td>
<td>Combine policies 10.4 and 10.5.</td>
<td>P-59</td>
</tr>
<tr>
<td>Policy Name</td>
<td>Policy Number</td>
<td>BOR Cte</td>
<td>Major Action/Change</td>
<td>Page Number</td>
</tr>
<tr>
<td>-----------------------------------------------------------------</td>
<td>---------------</td>
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<td>-----------------------------------------------------------------------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Student Discipline</td>
<td>10.5</td>
<td>ASA</td>
<td>Policy to be deleted. Content included in policy 10.4</td>
<td>P-76</td>
</tr>
<tr>
<td>Student Organization Risk Management Training</td>
<td>10.10</td>
<td>ASA</td>
<td>Further guidelines concerning content of training.</td>
<td>P-100</td>
</tr>
<tr>
<td>Time Clock</td>
<td>11.29</td>
<td>ASA</td>
<td>Policy to be deleted.</td>
<td>P-102</td>
</tr>
<tr>
<td>Time Reporting/Timekeeping System</td>
<td>11.30</td>
<td>ASA</td>
<td>Minor updates.</td>
<td>P-104</td>
</tr>
<tr>
<td>Timely Warning Policy</td>
<td>13.22</td>
<td>ASA</td>
<td>Minor changes.</td>
<td>P-106</td>
</tr>
<tr>
<td>Training and Certification of University Vehicle Operators</td>
<td>13.23</td>
<td>B&amp;G</td>
<td>Minor updates.</td>
<td>P-109</td>
</tr>
</tbody>
</table>
AIDS and HIV Virus

Original Implementation: September, 1990
Last Revision: July 20, 2010; October 21, 2013

Stephen F. Austin State University recognizes the increasing public awareness and concern over AIDS and the HIV virus. For the purposes of this policy, AIDS means acquired immune deficiency syndrome, and HIV Virus means human immunodeficiency virus. AIDS is a fatal disease that has become a nationwide public health problem. In health related matters such as this one, the university shall follow the guidelines of recognized authorities including: the National Centers for Disease Control, the United States Public Health Service, the Texas Department of Health, and the American College Health Association. Further, the university shall conform its actions to the Texas Communicable Disease Prevention and Control Act, the Texas Human Immunodeficiency Virus Services Act, and other law as applicable.

The health status of a person infected with the HIV virus may vary from an apparently healthy, normally functioning individual to a critically ill person. However, there is no current medical evidence that persons infected with the HIV virus present a health risk to others in the normal academic or workplace setting. Routine daily encounters with others pose no risk of transmitting the fragile, blood-borne virus. Accordingly, there is no reason to exclude individuals with AIDS or the HIV virus from campus academic, social, or cultural activities. Therefore, on the basis of current knowledge of the disease, persons sharing common living space, work or study areas, libraries, classrooms, recreational facilities, and theaters do not represent a problem or public threat to the campus community.

Students and employees (faculty and staff) of the university who may become infected with the HIV virus will not be excluded from enrollment or employment, or restricted in their access to university services or facilities, unless medically-based judgments in individual cases establish that exclusion or restriction is necessary to the welfare of the infected person or of the other members of the university community.

Persons with HIV infection are entitled to the same rights and opportunities as persons with other communicable diseases. The university prohibits any discrimination in its programs and activities against a person with HIV infection unless based on accurate scientific information. Any student, faculty member, or employee who violates this rule may be subject to appropriate disciplinary action, up to and including termination of employment if an employee and expulsion if a student.

When circumstances arise that require review of any matter regarding HIV/AIDS, the president will seek the advice of the director of University Health Services, the attending physician, and other relevant parties. An opportunity will be provided for persons involved in the matter to
discuss their circumstances. Members of the Public Health Committee will be available to review the issues and to provide recommendations to the president for appropriate action.

In the event of public inquiry concerning university policy, programs, problems, or statistics related to AIDS on campus, the director of Public Affairs will serve as the official spokesperson for the university and will enlist the cooperation of the director of University Health Services and the Public Health Committee as necessary to prepare an appropriate response. All inquiries from the press, elected public officials, or the public in general will be referred to the spokesperson. Inquiries of a more private or specific nature may be made to the director of University Health Services or the chair of the Public Health Committee.

The medical records and test results of any HIV-infected person on the campus shall remain confidential and private information in accordance with law. The breach of that confidentiality may result in litigation and in severe penalties, both civil and criminal. (Some exceptions to confidentiality are permitted by law.)

The university shall keep the number of people who are aware of the existence and identity of students, faculty, or staff members who have AIDS or the HIV virus to an absolute minimum to protect the confidentiality and privacy of the infected persons and to avoid the generation of unnecessary fear and anxiety on the campus. However, public information shall be disclosed upon request in accordance with the Texas Public Information Act, the Family Educational Rights and Privacy Act, the Texas Communicable Disease Prevention and Control Act, the Texas Human Immunodeficiency Virus Services Act, and other applicable law.

Persons who know, or have a reasonable basis for believing, that they are infected with the AIDS virus are expected to seek expert advice about their health circumstances and are obligated, ethically and legally, to conduct themselves responsibly in accordance with such knowledge for the protection of other members of the university community. The university encourages regular medical follow-up for such persons.

The university shall carefully observe the safety guidelines established by the U.S. Public Health Service for the handling of blood and other body fluids and secretions in University Health Services and in other institutional contexts in which such fluids or secretions may be encountered (e.g., teaching and experimental laboratories).

The university shall strictly observe the public health reporting requirements for AIDS and HIV infection as well as other communicable diseases.

The university shall make this policy available upon request to students, faculty, and staff members and such a statement will be included in the Policy and Procedure Manual on the university's Web page.
Policy for the Work Environment

In the work setting, the university's major concern will be whether an HIV-infected employee will be able to satisfactorily perform job duties. The university will make accommodations to keep an employee with HIV infection employed and productive for as long as the employee is capable of this performance.

Most HIV-infected employees will be able to perform their job duties for an extended period before their illnesses interfere with job-related performance. During the asymptomatic period, the employee is not obligated to provide information about his/her HIV status to the university. However, an employee may want to share information about his/her HIV-infected status with university officials so that responsible management decisions may be made about:

1. assignments or reassignments of job duties;
2. evaluating leave policies to assure leave time comparable to other medical conditions;
3. determinations of possible qualification for disability entitlements; and
4. monitoring the insurance status of the HIV-infected employee to assure continuation of coverage.

Once HIV-related symptoms occur, the employee has the responsibility as in the case of other illnesses to provide medically verified information relating to the ability to perform job duties.

Based on federal and state law, any medical documentation of information provided by an HIV-infected employee to university officials must be considered confidential and private information. As such, university officials are forbidden by law from disclosing this information to others without the employee's knowledge and consent. (Some exceptions to confidentiality are permitted by law.) The university requires that any consent to disclosure by the employee be in writing. Any university employee who breaches the confidentiality of this information commits a serious offense that may be cause for litigation, resulting in both civil and criminal penalties.

University employees who refuse to work with HIV-infected co-workers may be subject to disciplinary action up to and including termination. University departmental chairs and directors should carefully monitor and document any instances of such refusal in violation of this policy and take appropriate disciplinary action.

At least once each year, Human Resources shall conduct an HIV/AIDS training program or distribute an educational pamphlet for university employees and include in the program and/or pamphlet:

1. current medical information about HIV transmission and prevention;
2. confidentiality and related laws;
3. personnel management, including relevant policies;
4. development of staff problem-solving skills; and
5. a plan for scheduled periodic training.

Also, each year Human Resources shall conduct HIV/AIDS employee education programs to:

1. provide basic and accurate information regarding the modes of transmission and prevention of HIV infection;
2. reduce fear and misinformation of HIV/AIDS;
3. help faculty and staff recognize and avoid personal behaviors that might cause them to become infected with the HIV virus;
4. encourage nondiscrimination, which enables the HIV-infected person to remain employed as long as feasible;
5. help maintain productivity and lawful behavior in the workplace;
6. provide continuing information about HIV/AIDS; and
7. distribute to all employees a copy of the Texas Department of State Health Services' educational pamphlet entitled "HIV/AIDS and the Workplace."

At a minimum, the HIV curriculum will include:

1. modes of transmission;
2. methods of prevention;
3. behaviors related to substance abuse;
4. current laws and regulations concerning the rights of an AIDS/HIV-infected individual; and,
5. behaviors associated with HIV transmissions which are in violation of Texas law.

On an employee's request, the university shall pay the costs of testing and counseling an employee concerning HIV infection if the employee:

1. provides appropriate documentation that the employee may have been exposed to the HIV virus while performing duties of employment with that agency; and;
2. was exposed to the HIV virus in the manner that the U.S. Public Health Service has determined is capable of transmitting the HIV virus.

However, an employee who may have been exposed to the HIV virus while performing job duties at the university may not be required to be tested for the HIV virus.

For the purpose of qualifying for worker's compensation or any other similar benefits or compensation, an employee must provide the employer with a written statement of the date and the circumstances of the exposure and document that within 10 days after the exposure the employee had a test result that indicated an absence of HIV infection.
The cost of an employee's testing and counseling shall be paid from funds appropriated for payment of worker's compensation benefits to state employees. Counseling or a test conducted in accordance with these provisions shall conform to the model protocol on HIV counseling and testing prescribed by the Texas Department of State Health Services.

In compliance with the Texas Communicable Disease Prevention and Control Act, the University Police Department shall adopt a policy for handling persons with AIDS or HIV infection who are in its custody or under its supervision. The department's policy shall ensure that education programs for employees include information and training relating to infection control procedures and that employees have infection control supplies and equipment readily available.

The university shall adopt and implement workplace guidelines similar to the workplace guidelines for state agencies listed in the Texas Human Immunodeficiency Virus Services Act for any program involving direct client contact that is funded by one of the listed state agencies.

Policy for the Academic Environment

The university shall allow, to the extent possible, HIV-infected students, whether they are symptomatic or not, to continue regular classroom attendance in an unrestricted manner as long as they are physically able to attend class.

The university recognizes that there is no medical justification for restricting the access of HIV-infected students to the Student Center or to university cafeterias, snack bars, gymnasiums, swimming pools, recreational facilities, or other common areas.

The university recognizes that the best currently available medical information does not support the existence of a risk to those sharing residence halls with HIV-infected individuals; in some circumstances, however, there may be reasonable concern for the health of those with AIDS or the HIV virus who might be exposed to certain contagious diseases (e.g., measles or chicken pox) in a close living environment. Thus, decisions about residential housing of students with AIDS or the HIV virus shall be made on a case-by-case basis. The university may decide to assign students with AIDS or the HIV virus to private rooms in the interest of protecting the health of those students. The university shall provide education programs about AIDS and the HIV virus to its residence hall staff (both students and employees).

Since there is no medical necessity, the university shall not advise others living in a residence hall of the presence of students in the residence hall who have AIDS or the HIV virus. The university believes that the responsibility to provide a safe living environment is best dealt with by educational programming. Similarly, the university shall not make any attempt in any other setting to identify those students or employees who have AIDS or HIV status.
The university shall not routinely ask students about their status regarding AIDS or the HIV virus. However, the university shall encourage new students to inform the medical staff at University Health Services if they have AIDS or the HIV virus in order that the staff at University Health Services can provide proper medical care and education. The Health Services staff will handle this information, like all other medical information, in a strictly confidential manner in accordance with university policy and with federal and state law.

The university shall not provide any person, group, agency, insurer, employer, or institution with confidential medical information about students with AIDS or the HIV virus without the specific written consent of the student. Given the possibility of unintended or accidental compromise of the confidentiality of information, University Health Services staff will carefully weigh the importance of including any specific information regarding the existence of AIDS or the HIV virus in the medical record of a student except in circumstances of medical necessity created by the evaluation of an illness. At a minimum, the inclusion of any such information in the medical record should be discussed with the patient prior to its entry.

The university shall make available to students, on request, the educational pamphlet on HIV infection developed by the Texas Department of State Health Services and shall include in the university's Web page a statement that the pamphlet is available from University Health Services.

University Health Services shall provide accurate, understandable information on how to prevent the transmission of HIV infection in compliance with Section 51.919 of the Texas Education Code.

In further compliance with Section 51.919 of the Texas Education Code, the curricula of the nursing, counseling, and social work degree programs of the university shall:

1. include information about:
   a. methods of transmission and methods of prevention of HIV infection; and
   b. federal and state laws, rules, and regulations concerning HIV infection and AIDS; and,
2. give special attention to the physical, emotional, and psychological stress associated with the care of patients with terminal diseases.

**Cross Reference:** Texas Human Immunodeficiency Virus Services Act, Tex. Health & Safety Code Chapter Ch. 85; Texas Communicable Disease Prevention and Control Act, Tex. Health & Safety Code Chapter Ch. 81; Tex. Educ. Code § 51.919

**Responsible for Implementation:** President
Contact For Revision: General Counsel

Forms: None

Board Committee Assignment: Academic and Student Affairs
Annual Budget Preparation

Original Implementation: March 1, 1989
Last Revision: October 18, 2010 October 21, 2013

Preparation of the annual operating budget is coordinated through the Office of the Vice President for Finance and Administration. Guidelines are established by the president based upon legislative appropriations, student fees and other local income, non-pledged and pledged auxiliary system student fees and other income, the university’s allocation of the Higher Education Fund, and estimates of other fund revenues. Guidelines will reflect current legislative appropriation riders in effect and any other legal restrictions. Budgets will be prepared by operating department heads, submitted to the next appropriate level of review, to the vice president in charge of the division, to the president for review, and then to the Board of Regents for final consideration. The schedule for preparation of the budget will be determined by the vice president for finance and administration in association with the president's cabinet. Approved budgets will be announced to the university departments through administrative channels following approval of the Board of Regents.

All budgets are based on available funds and no expenditures may be made except as provided for in the approved budget or in accordance with changes approved by the board.

Cross Reference: None

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
Appeal Procedure Relating to the Provision of Accommodations for Students with Disabilities

Original Implementation: July 14, 1998
Last Revision: October 18, 2010 October 21, 2013

Students, faculty or staff enrolled at Stephen F. Austin State University, or faculty or staff members requested to make accommodations for persons with disabilities, who disagree with the provision of accommodations for students with disabilities or the denial of accommodations may submit an appeal to the director of disability services/ADA coordinator (director) located in disability services, Room 325 of the Human Services Building. Appeals related to decisions made by the director of disability services regarding the denial of accommodations should be submitted to the vice president for university affairs, or their designee, located in room 314 of the Austin Building. Grievances or complaints of discrimination based on disability relating to other circumstances not described above should be addressed through the university's policy 2.11, Discrimination Complaints/Sexual Harassment.

Appeals covered under this policy may be initiated by:

1. 1) student or faculty member, regarding the provision of academic accommodations;
2. 2) student or staff member, regarding the provision of accommodations for non-academic programs or activities;
3. 3) student, regarding the denial of accommodation decisions of the director of disability services;
4. 4) student, regarding the denial of housing accommodation decisions of the director of housing/residence life.

Appeals must:

- Appeals of decisions of the director of disability services (number 3 above) should be submitted to the vice president for university affairs, or their designee (VPUA/D), located in Room 314 of the Austin Building. Grievances or complaints of discrimination based on disability relating to other circumstances not described above should be addressed through the university's "Discrimination Complaints/Sexual Harassment" policy, 11.5, a copy of which may be obtained online, from the director of disability services/ADA coordinator or the university's general counsel.
- The appeal should be submitted in writing;
- should state the specific nature and basis of the appeal;
- and should be signed and dated by the individual making the appeal; and
It should be provided to the director or VPUA/D in a timely manner following the decision being appealed, but not later than 180 days from the date of notification of the decision being appealed.

**Appeal Review**

Within two (2) working days of receiving the appeal, the director or VPUA/D vice president for university affairs or their designee will schedule a meeting with the chair/director of the department involved, the faculty or staff member involved, and the student. The purpose of this meeting will be to review the circumstances and, if possible, to reach a mutually agreed upon resolution.

If unresolved, the appeal will be forwarded by the director or VPUA/D vice president for university affairs or their designee to an Appeal Review Committee (Committee) for a second and final decision.

**Appeal Review Committee**

Depending upon the administrative or academic area involved in the decision being appealed, the Appeal Review Committee will be composed of three members selected by the director or the VPUA/D vice president for university affairs or their designee. The director will serve as chair and ex officio member of the committee except when their decision is being appealed, in situations listed above with the exception of number three (3) when the VPUA/D vice president for university affairs or their designee will appoint a faculty or staff member or academic administrator with background and/or experience in disability-related matters to serve as chair.

- In academic accommodation appeals (number 1 above), the committee will be composed of one faculty member from the department involved, the dean of the college involved, and a member of the ADA Advisory Committee.
- For appeals in non-academic programs and activities and housing accommodations (numbers 2 and 4 above), the committee will be composed of one staff member from the department involved, the director of the department involved, and a member of the ADA Advisory Committee.
- In appeals regarding decisions of the director of disability services appeals relating to denial of accommodations (number 3 above), the committee will be composed of one faculty member from the Department of Human Services, and two additional individuals knowledgeable about ADA issues.

When selecting committee members, the director or VPUA/D vice president of university or their designee shall exclude individuals who served on the Academic Assessment Committee or the
Housing Residence Life Assessment Committee that provided initial review of the documentation and/or request. The director or vice president of university affairs or their designee will communicate the decision and/or recommendations of the Appeal Review Committee to the individual seeking the appeal.

In all circumstances listed above, the Appeal Review Committee may seek input from appropriate parties other than committee members, including the student making the appeal, a faculty or staff member with experience relevant to the circumstances, the provost/vice president for academic affairs, dean of another college, or another director or department head with relevant experience. The Appeal Review Committee may seek advice from the university's general counsel.

It is the intent of the university that meetings related to the appeal are informal in nature to allow all parties the opportunity for reasonable input and discussion. The appeal process, including the initial meeting, the meeting of the Appeal Review Committee and communication of the final decision to the individual making the appeal should be completed with expediency, ideally within seven (7) to ten (10) working days to avoid any delay in provision of accommodations or support services.

For specific information regarding provision of academic assistance, refer to policy 6.1, Academic Accommodation of Students with Disabilities. Refer to policy 13.2, Animals on University Property, for service animal information. For general policy information, refer to policy 2.2, Accessibility for Persons with Disabilities.

**Cross Reference:** Accessibility for Persons with Disabilities (2.2); Academic Accommodation of Students with Disabilities (6.1); Animals on University Property (13.2)

**Responsible for Implementation:** Vice President for University Affairs

**Contact for Revision:** Director of Disability Services

**Forms:** None

**Board Committee Assignment:** Academic and Student Affairs
Authority to Act in the Absence of the President

Original Implementation: February 23, 1978
Last Revision: July 20, 2010 October 21, 2013

In the absence of the president the authority to act in his place is delegated in the following order depending upon the presence of the individual on the campus:

1. Provost/Vice President for Academic Affairs
2. Vice President for University Affairs
3. Vice President for Finance and Administration
4. Associate Vice President for Academic Affairs
4.5. Vice President for University Advancement

The individual administrative officer acting under this delegation of authority is to handle administrative situations in accordance with the recognized operating procedures of the university, in the absence of the president (the line of succession for emergency operations is outlined in Policy 13.8).

He/She may take such action as he/she deems necessary, dependent upon the circumstances of a particular situation, when the president cannot otherwise be reached to make such decisions. As soon as possible and practical, the president shall be informed of any decision or unusual incident and the action taken. No unusual or major decision embodying significant commitments on behalf of the university will be made without consulting the president.

Cross Reference: Emergency Plan Operations Plan (13.8)

Responsible for Implementation: President

Contact for Revision: President

Forms: None

Board Committee Assignment: Academic and Student Affairs Committee
Electronic Accessibility

**Original Implementation:** October 18, 2010

**Last Revision:** None October 21, 2013

Stephen F. Austin State University is committed to making electronic information and services accessible to all users. Chapter 2.13 of the Texas Administrative Code establishes standards for electronic and information resources (EIR) including: software applications and operating systems; telecommunication products; video and multimedia products; self-contained closed products; desktop and portable computers; and procurement of these products.

In order for EIR products or service to be considered accessible, the product should offer an alternate format or method for providing information, including product documentation, to people with disabilities. Additionally, it should work with assistive technology commonly used to increase, maintain, or improve functional capabilities for individuals with disabilities.

**Electronic Accessibility Coordinator (EAC)**

The university shall designate an Electronic Accessibility Coordinator to monitor policy compliance and assist university personnel with relevant training information for EIR accessibility. The coordinator will chair the Electronic Accessibility Board, and may be contacted at accessibility@sfasu.edu.

**Electronic Accessibility Board (EAB)**

The EAB is responsible for developing procedures regarding compliance with accessibility standards and this policy. In addition, this board will review all exception requests.

**Compliance Exceptions and Exemptions**

If a university official believes that achieving compliance with the policy is either not possible, or would impose a significant difficulty or expense, that official should contact the EAC for an Electronic Accessibility Exception Request form.

Once received, the EAB will review the request and forward it, with recommendations, to the vice president for university affairs. The vice president for university affairs will review and forward the request to the president for a final decision.

**Procurement of Electronic and Information Resources**
All EIR developed, procured or changed through a procured services contract, and all EIR services provided through hosted or managed services contracts, shall comply with Chapters 206 and 213 of the Texas Administrative Code, as applicable, unless an exception is approved by the president, or an exemption has been approved by the Department of Information Resources. Departments shall coordinate purchases of EIR with Procurement Services and the Accessibility Coordinator EAC. All purchases for EIR shall follow university policy 17.16, Purchase of Electronic and Information Resources.

**Web Accessibility and Usability Testing**

All official and affiliated university Web pages intended for the public shall be accessible to, and usable by, all users and compliant with Texas Administrative Code Section 206.70, unless an exception is approved by the president, or an exemption has been made.

Web developers shall follow guidelines established by chapter 206 of the Texas Administrative Code, section 508 of the Rehabilitation Act, as amended, to the extent required under law, and criteria established by university procedures to improve the accessibility of all university websites. Website markup should be validated to ensure proper coding and rendering on multiple platforms, browsers, and browser versions. Accessibility issues shall be checked by accessibility Web sites or software.

To facilitate compliance, the university EAB recommends that all university Web developers utilize the centrally funded information management tools provided by the university. The university's usability Web site offers guidance on conducting usability tests, and the Web accessibility page provides assistance in accessibility planning.

**Web Accessibility Link**

Each university Web site that provides entry to members of the public must contain a “Web Accessibility” link to the Electronic Accessibility Site. This site contains the university’s Web accessibility policy and contact information for the university’s EAC.

**Suggestions and Concerns**

Existing Web site compliance issues can be addressed to the EAC. Please send your name, contact information, the nature of the accessibility problem, and the Web site address or specific Web page of concern to accessibility@sfasu.edu.

**Grievances**

If a user has a complaint about the accessibility of Stephen F. Austin State University Web sites, or access to other electronic equipment, he or she should notify the EAC at...
accessibility@sfasu.edu. The EAC, or designee, will contact the complainant regarding the issue and attempt to resolve the complaint. *The complainant is expected to cooperate with the EAB and appropriate university personnel in the process of determining a resolution. The EAB will make recommendations to the relevant university departments and officials responsible for making electronic and information resources accessible.* This procedure is in addition to any applicable appeal or grievance procedure otherwise available under university policy.

**Additional Information and Resources**

Additional information about accessibility programs in Texas is available from the Governor’s Committee on People with Disabilities.

**Cross Reference:** Purchase of Electronic and Information Resources (17.16); University Web Site (15.10); Web Accessibility Page (http://www.sfasu.edu/web-dev/85.asp); 1 Tex. Admin. Code §§ 206.1-.2, .70-.75; 1 Tex. Admin. Code §§ 213.1-.2, .30-.41; Tex. Gov’t Code §§ 2054.451-.465; Section 508 of the Rehabilitation Act, as amended, 29 U.S.C. § 794d

**Responsible for Implementation:** Vice President of University Affairs

**Contact for Revision:** Electronic Accessibility Coordinator

**Forms:** Electronic Accessibility Exception Request Form

**Board Committee Assignment:** Academic and Student Affairs
Food Purchases

Original Implementation: April 13, 1988
Last Revision: October 18, 2010 October 21, 2013

With the exception of food purchased for travel, educational research, laboratory purposes, or as provided in the Appropriations Act for expenses related to the governing board, the only funds accounts which may be expended for food and/or beverage purchases shall be from Auxiliary, Designated, or Restricted Accounts Funds.

Expenditure of these funds for such purposes must serve a legitimate public purpose or must further the educational function of the university.

Restricted funds may be used if allowed by the donor or granting agency.

State appropriations funds and funds under the control of the Intercollegiate Athletic Office may not be used to purchase alcoholic beverages. Purchase of alcoholic beverages must be approved in advance by the appropriate vice president.

Payments for food purchases can be made on a university Procurement Card (P-Card) or with a Purchase Requisition. The P-Card receipt/P-Card transaction detail summary or the Purchase Requisition must indicate the time and place of the function and must identify the direct beneficiaries of the function.

The following statement must be included on the Purchase Requisition or P-Card transaction detail summary and must be certified as true and correct by the account manager:
"I hereby certify under penalty of law that the expenditure of funds for the purchase of food and beverage is necessary for the completion of the functions of this department, qualifies as a legitimate public purpose, or that the educational function of the university is well served thereby."

An original itemized receipt from the restaurant or vendor is required for P-Card documentation or for payment of a purchase order to a vendor or to an individual seeking reimbursement. Credit card receipts without an itemized receipt from the restaurant or vendor are not acceptable.

Food and beverages catered on campus must be prepared by the university’s food service contractor. This requirement to use the university’s food service contractor does not apply to food and beverages provided by persons or groups for their own consumption on the university campus. It also does not apply to food and beverages dispensed from vending machines, food served at locations away from the main university campus and food served at the Barnes and Noble Bookstore, the student center theatre, Lumberjack Alley or concessions served at athletic
events. In instances when the university’s food service contractor is used, the charge is normally paid by the department through an interdepartmental transfer (IDT). In these cases, documentation is required to support the business nature of the meeting, including the date and time of the meal, and a list of the attendees. The department is required to keep this supporting documentation.

Cross Reference: Purchase Requisition (17.19); Procurement Card (17.11)

Responsible for Implementation: Vice President for Finance and Administration

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

Forms: None

Board Committee Assignment: Finance and Audit
Gifts, Prizes and Awards

Original Implementation: April 22, 2008
Last Revision: April 23, 2013 October 21, 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 funds to provide gifts, prizes and awards to employees, students and others in the university community. In addition, the Internal Revenue Service (IRS) has 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 (16.25), 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.

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 a 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 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 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), 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. 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

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 or a program within a college approved by the dean and the provost and vice president for academic affairs. See University Awards Programs (12.20). Such 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 or in a ceremony approved by the Department of Human Resources and the appropriate vice president.

Any non-cash award given for meritorious performance, or other reasons connected with employment, must be of nominal value.

An employee may accept a 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.

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.

<table>
<thead>
<tr>
<th>SUMMARY Type</th>
<th>CASH EMPLOYEE</th>
<th>NON-CASH EMPLOYEE</th>
<th>NON-CASH NON-EMPLOYEE</th>
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<tbody>
<tr>
<td>Gifts</td>
<td>Cash, gift cards or gift certificates not allowed.</td>
<td>Cash not allowed. Gift cards or gift certificates ≤$100 allowed for a valid business reason. Gift cards or gift certificates &gt;$100 allowed for a valid business reason and must be reported to the controller’s office.</td>
<td>Personal gifts not allowed. unless purchased by president, vice president, dean or board office for good will or public relations. Gifts that have a business purpose: Value &lt;$100 allowed with appropriate funds Value &gt;$100 requires president or vice-president approval, use of appropriate funds, and must be reported to the controller’s office.</td>
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**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 or a program within a college approved by the dean and the provost and vice president for academic affairs and must be paid through payroll. 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); >$100 must be reported to the controller’s office. | 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 administered by the Department of Human Resources or in a ceremony approved by the Department of Human Resources and the appropriate vice president. Any amount allowed so long as the individual’s employment is incidental to the basis on which the prize or award is | Allowed. Must be for a valid business reason; 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 (16.25); University Awards Programs (12.20); Purchase Requisition (17.19); Guidelines for Expenditures from University Funds.

**Responsible for Implementation:** Vice President for Finance and Administration
Contact for Revision: Controller, Director of Procurement & Property Services/HUB Coordinator

Forms: None

Board Committee Assignment: Finance and Audit
Homer Bryce Stadium and William R. Johnson Coliseum

Original Implementation: 1972
Last Revision: October 18, 2010 October 21, 2013

The provisions of the policy on the Use of University Facilities (16.33) govern the use of all buildings, facilities, equipment, and grounds, hereafter referred to as facilities, under the control of Stephen F. Austin State University. That policy provides that the university may establish additional procedures for the reservation and use of specific facilities; therefore, the following provisions apply to Homer Bryce Stadium and William R. Johnson Coliseum.

Use of Homer Bryce Stadium or William R. Johnson Coliseum by persons other than the university athletic department will be arranged through the coordinator of athletic operations and approved by the director of athletics. Such usage will be limited to events sponsored by university departments or recognized student organizations conducting activities within their established role and scope. Some events may be sponsored by the university, such as high school and University Interscholastic League events as well as other athletic events, which are sanctioned by an official governing organization. Persons or groups wishing to use either of these facilities should contact the coordinator of athletic operations (in person or by phone) concerning the availability of the facility if applicable. Questions regarding the use of these facilities for camp/conference participants should be directed to the coordinator of university reservations, located in the Pattillo Student Center. (See Camp and Conference Reservations policy.)

1. The coordinator of athletic operations will complete a facility use application.
2. The coordinator of athletic operations will assist university departments and student organizations with coordination of university police department and university physical plant services for upcoming events.
3. If a fee is required, a contract will be completed before the date of the event.
4. The William R. Johnson Coliseum marquee will be used to advertise only official university events. Requests for messages on the marquee should be made to the coordinator of athletic operations.

Cross Reference: None

Responsible for Implementation: President

Contact for Revision: President

Forms: None

16.13 Homer Bryce Stadium and William R. Johnson Coliseum
Board Committee Assignment: Building and Grounds
**University Closure for Inclement Weather and Other Emergencies**

**Original Implementation:** June 1, 1990  
**Last Revision:** October 18, 2010 October 21, 2013

In the event inclement weather or other conditions impede the normal operations of the university, the president may declare an emergency, cancel classes, and close university offices for an appropriate period. The president's decision may be provided to the news media by the University Marketing Communications office and broadcast by the University Police Department via the JackAlert Campus Notification System. In the absence of a specific announcement otherwise, faculty, staff and students should assume normal operation of the university.

If the president declares an emergency, cancels classes, and/or closes university offices, certain critical areas shall be required to continue operations. These are:

1. University Police - Employees designated by the chief of university police.
2. Physical Plant - Employees designated by the director of the physical plant department.
3. **Housing** - *Residence Life* - Employees designated by the director of residence life.
4. Student -Center - Employees designated by the director of student services.
5. Any other area deemed critical by an appropriate vice president.

Employees who are required to report to work during the period the university is closed may receive compensatory time. Employees who voluntarily report to work during the period the university is closed shall not receive compensatory time. Employees who are on vacation or sick leave during the period the university is closed will not be charged for leave.

The provisions of this policy apply to all employees, regardless of the nature of their employment or the time of their work shift.

**Cross Reference:** None

**Responsible for Implementation:** President

**Contact For Revision:** Vice President for University Affairs

**Forms:** None

**Board Committee Assignment:** Academic and Student Affairs
Parking and Traffic Regulations

Original Implementation: September 1, 1961
Last Revision: April 23, 2013 October 21, 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) division of the SFA Department of Public Safety (DPS) 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): The University Police division of DPS is also authorized to enforce these regulations at any time or under any circumstances deemed necessary. UPD officers may issue university citations or court appearance citations enforceable in justice of the peace or municipal court.

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

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

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

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

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

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

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

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

**Voided** means the ticket issued was not valid.

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

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

**Appeal Board Hearing:**

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

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

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

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

**Excused** means the ticket and its resulting fine are excused.

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

All decisions of these boards are final.

**Appellant’s Rights**

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

Rules of Procedure

1. The board may hear appeals for citations for which an application to appeal  
has been filed in accordance with these rules.  
2. Each citation shall be appealed separately; except in the instance of  
consecutive citations for the same violation.  
3. Each appeal shall be heard and decided on its own merit.  
4. The board may examine, cross-examine, call, recall, and dismiss any witness.  
5. The board may limit the number of witnesses whose testimony will be  
repetitious and establish time limits for testimony so long as all viewpoints are  
given a reasonable opportunity to be expressed.  
6. The board shall maintain an adequate record of each hearing. Summary notes  
shall be deemed an adequate record for this purpose.  
7. The executive director of public safety, 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/responsible of  
the offense as charged in the citation.

The citation charges for each offense are established by the Board of Regents and  
may not be reduced or eliminated by the Appeals Board if the individual is found  
guilty/responsible of the parking offense.
Failure to appear at a hearing as requested by appellant shall result in a forfeiture of the personal appearance and the board’s decision will be based on the written appeal.

3. **Authority:** P&T and UPD are authorized to enforce these regulations:

   A. Through the issuance of university citations and collection of enforcement fees, including the periodic billing of unpaid citations and the referral of individual cases pertaining to unpaid campus citations to a collection agency;

   B. Through the impoundment of vehicles interfering with the movement of vehicular, bicycle, or pedestrian traffic, blocking a sidewalk or space for those with disabilities, loading dock, ramp, cross-walk, entrance, exit, fire lane, or aisle;

   C. Through the impoundment or immobilization of vehicles for unpaid enforcement fees or display of a lost, altered, stolen or unauthorized parking permit;

   D. By the suspension, revocation or denial of campus parking and driving privileges, parking permit and garage access privileges to those who have flagrantly violated these regulations;

   E. By requiring either the vehicle owner or operator or the person who purchased the permit to appear in court for certain moving violations or at a university hearing for non-payment of outstanding charges or other violations of these regulations;

   F. By barring re-admission and by withholding grades, degree, refunds and official transcript of any student for non-payment of outstanding charges in accordance with university standards;

   G. By disciplinary action against employees or students who fail to abide by these regulations;

   H. By such other methods as are commonly employed by city governments or state agencies in control of traffic regulation enforcement.

   I. Violation of the university parking & traffic regulation is a misdemeanor punishable by a fine of up to $200.

4. **Proof:** The issuance of a citation reflecting the existence of any parking or traffic control device, sign, short-term spaces, signal or marking at any location on university property shall constitute prima facie evidence that the same was in existence and was official and installed under the authority of applicable law and these regulations. When any person is charged with having stopped, parked and left standing a motor vehicle on the campus, in violation of any provision of these Parking and Traffic Regulations, proof that said vehicle was, at the date of
the offense, bearing a valid university parking permit shall constitute prima facie evidence that said vehicle was then and there stopped, parked, and left standing by the holder of the parking permit. If the vehicle does not bear a valid university parking permit, proof that the vehicle at the date of the offense alleged was owned by an individual is prima facie proof that said vehicle was then and there stopped, parked and left standing by the individual.

5. **Responsibility:**

A. The person to whom a university parking permit is issued is responsible for any citation issued with respect to a car displaying that permit or a vehicle registered through P&T by that person.

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

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

A. Permit payments may be deducted from employee payroll checks with the employee’s permission. Deductions for all permit purchases will continue until the full price of the permit is paid or until the permit is returned. Employees are responsible for monitoring their paychecks to ensure that proper deductions are being made for their SFA parking permit.

B. A financial hold may be placed against students for past due debts.

C. Any charge not paid when due may be forwarded to a collection agency or an attorney for collection. The offender will be responsible for paying all costs of collection, including any agency fees and/or reasonable attorney’s fees, which will be added to the total amount due.

**SECTION II: DEFINITIONS**

**COMMUTER:** SFA students without a SFA housing assignment.

**DISABLED VEHICLE:** Any vehicle that has mechanical failure that prevents it from being operated at all or impedes the vehicle's operation for a period of more than three (3) weeks.
**DISABLED VETERAN:** Any veteran that possesses or qualifies for disabled veteran license plates, or has a disabled placard issued by the Texas Department of Motor Vehicles and provides proof of service through Department of Defense or Department of Veterans Affairs paperwork.

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

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

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

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

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

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

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

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

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

**PARKING ENFORCEMENT ASSISTANT:** Employee of P&T who controls the parking of motor vehicles; issues parking citations in parking lots, garages and along streets at SFA; provides guidance and directions to visitors; assists with special-event parking; provides special services such as escort, vehicle unlocks and jump starts; and immobilizes vehicles in accordance
with these regulations.

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

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

**PERMIT REQUIREMENTS**: a permit is required at all times on campus, with the exception of 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. Parking areas are generally reserved for the type of permit holder indicated by signs from 6 a.m. to 4 p.m., Monday through Friday, except as otherwise indicated. Parking lots 8W (north of McKibben Education Building), 15 (HPE Complex) and 55 (Social Work Building) are reserved Monday through Friday until 8 p.m.

   A. A portion of Lot 47 (Commuter Lot), as identified by metal signs, is reserved for band practice on Monday, Tuesday, Wednesday and Thursday beginning at 3:30 p.m. Vehicles will be towed or relocated, at owner’s expense, from this area during this designated time.

   B. Some lots may be reserved for tailgating events before, during and after each home football game. These reserved areas will be identified by signage placed out the day before the game designating the time the area must be clear of vehicles. Vehicles inside this area after the specified time may be towed at the owner’s expense.

   C. Pecan Park (Lot 54): A portion of the spaces facing the pavilion are reserved for non-SFA park patrons ONLY.

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.

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 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-&amp;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 for whom the handicapped permit has been issued must be with the vehicle at the time it is parked.

   C. A vehicle displaying a valid SFA parking permit and a valid handicapped 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 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 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 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 section of the website at [http://www.sfasu.edu/dps/upd](http://www.sfasu.edu/dps/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 by the University Police Department and a $25 fee charged for release.

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

   A. **Faculty/Staff:**

      **Class "AA"**
      Eligibility: SFA faculty and staff as designated by the president and vice presidents
      Price: Refer to Appendix A for rates
      Where: valid in any space on university property, except disabled spaces (unless a state disabled placard or license plate is displayed), or reserved spaces (service truck, hall director, visitor, etc.).

      **Class “F”**
      Eligibility: SFA faculty and staff, un-affiliated ARAMARK and Barnes & Noble employees
      Price: Refer to Appendix A for rates
      Where: valid in the faculty/staff lots except Aikman Drive, which requires an AA permit, disabled spaces (unless a state disabled placard or license plate is displayed), resident spaces or reserved spaces (service truck, hall director, visitor, etc.).

      **Class “PG”** – Student Center Garage Permits Eligibility: SFA faculty and staff
      Price: Refer to Appendix A for rates
      Where: valid for parking in the Student Center Parking Garage or in any Commuter space.

      **Class “M”**
      Eligibility: SFA faculty and staff
      Price: Refer to Appendix A for rates
      Where: valid in any area designated for motorcycle parking.
Class “B” – Faculty/Staff Class “B” Daily Surface Permit
Eligibility: SFA faculty and staff, SFA 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

Class “CV” – Contractor/Vendor Parking Permit
Eligibility: Any non-affiliated vendor, salesperson, technical representative, other service personnel (such as copier repairers) or contractor. Students, faculty and staff are not eligible for vendor/service permits.
Price: Refer to Appendix A for rates
Where: valid for parking in Faculty/Staff spaces when conducting university business, except along Aikman Drive.

Class “RF” – Retired Faculty/Staff Parking Permit
Eligibility: Any SFA retiree who does not receive compensation for employment from SFA
Price: No charge
Where: valid for parking in Faculty/Staff spaces, except Aikman Drive.

Class “DV” – Qualifying Veterans Permit
Eligibility: Any person that meets or exceeds the requirements of the Texas Department of Motor Vehicles necessary to qualify for specialty license plates defined as Extraordinary Service Veterans or Disabled Veterans by the State of Texas Transportation Code. The qualifying veteran is eligible for qualifies for one permit restricted for for the use of the veteran.
Price: No charge
Where: Valid for parking in any space the person would otherwise qualify for this permit only. This permit exempts fees only, it doesn’t grant additional locational privileges.

Graduate Assistant Upgrade:
Eligibility: SFA graduate assistants, approved by the dean of each college, not to exceed 30 per college, per semester.
Price: $10 per semester
Where: upgraded parking to Faculty/Staff spaces in assigned lots

Dual Credit Student Upgrade: Eligibility: Dual credit high school students Price: $5 per semester
Where: upgraded parking to Faculty/Staff spaces in assigned lots.

D. Display of Permits: Permits shall be displayed on the vehicle according to the instructions furnished on the permit. Each academic year a permit holder who fails to display their permit will be allowed three warnings for parking in an authorized area.
without displaying the permit.

E. **Surrender or Removal of Permits:** Termination of relationship with SFA: A permit holder shall return their permit to SFA when the permit holder’s relationship with the university terminates. Permits not returned to SFA remain active, and the permit holder is responsible for the permit fee.

   Permit holders are required to remove and surrender their permit:
   i. In the case of a decal permit when there is a change in ownership of the vehicle
   ii. When a replacement permit has been issued
   iii. Upon revocation of the permit

F. **Expiration of Permits:** Permits expire on the date listed on the face of the permit.

G. **Payment of Permit Fees:** When an application is made for a permit, the fee charged will be for the entire permit period or for the entire unexpired portion of the permit period. See Appendix A: Parking Fees Table for specific permit fees.

H. **Lost/Stolen Permits:** A permit holder shall immediately report to P&T any lost/stolen permit and complete the associated report. Lost/stolen permits may be replaced for a fee (see Appendix A: Parking Fees Table). Any permit recovered after such a report has been filed must be returned to P&T immediately. Use of a permit that has been reported as lost/stolen is subject to fines and penalties as described in these regulations.

I. **Permit Refunds:** A permit is non-refundable, unless returned within 10 days of the date of sale and is not transferable from the person to whom it is issued to another individual. Resale of parking permits is prohibited and will be considered a false or fictitious permit.

J. **Permit Misuse:** Misuse of any permit may result in confiscation of the permit, and no permit may be issued to that individual for at least one year thereafter. P&T is authorized to suspend campus parking and driving privileges on university property for any person whose vehicle is cited for displaying a lost, stolen or altered permit, or any SFA parking permit not issued in accordance with these regulations. Students will be referred to the Office of Student Rights and Responsibilities, and faculty/staff will have the matter forwarded to the appropriate dean, director or department head for disciplinary action. Violators who are found in possession of a lost, stolen or altered permit may also be required to pay the annual cost of the permit type they fraudulently used.

**SECTION VI: SPECIAL SERVICES**

1. **Escort Services:** The University Police Department 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.

D. Fees for parking violations may be paid in person at the university business office between 8 a.m. and 4:30 p.m. Monday through Friday, or mailed to:

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

2. **Failure to Discharge Court Appearance Citations:** Failure to discharge a court appearance citation may result in the issuance of an arrest warrant.

3. **University Citations:** University citations are issued for offenses listed in Section VIII: Driving and Parking Offenses. Any person receiving a university citation must remit the amount of the charge or submit an appeal to P&T within ten (10) days after issuance of the citation. 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) 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 may 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.

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

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

8. No Excuse:

The absence of sufficient parking spaces on the university campus is not justification for violation of these regulations. Failure to enforce any regulation shall not constitute a waiver of the university’s authority to enforce these regulations. Other improperly parked vehicles do not constitute an excuse for improper parking.
### SECTION VIII: DRIVING AND PARKING OFFENSES

#### 2013-2014 Parking Violations

<table>
<thead>
<tr>
<th>Code</th>
<th>Violation Description</th>
<th>Fine</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>General Violations</strong></td>
<td></td>
</tr>
<tr>
<td>A1</td>
<td>Displaying a valid permit, but in violation of lot or area assignment <em>(6a-4p M-F; Reserved lots are reserved until times indicated by signage)</em></td>
<td>$40</td>
</tr>
<tr>
<td>A2</td>
<td>Parking backward in a parking space</td>
<td>$30</td>
</tr>
<tr>
<td>A3</td>
<td>Failing to display a valid parking permit</td>
<td>$40</td>
</tr>
<tr>
<td>A4</td>
<td>Not parking properly within the lines of a parking space</td>
<td>$30</td>
</tr>
<tr>
<td>A5</td>
<td>Parking in a space designated &quot;20 minute only&quot; for more than 20 minutes <em>(6a-4p M-F)</em></td>
<td>$30</td>
</tr>
<tr>
<td>A6</td>
<td>Displaying a permit assigned to another vehicle</td>
<td>$30</td>
</tr>
<tr>
<td>A7</td>
<td>Display two or more valid permits</td>
<td>$30</td>
</tr>
<tr>
<td>A8</td>
<td>Failure to display proper permit on registered vehicle (three warnings per academic year, then $10 per incident)</td>
<td>$10</td>
</tr>
<tr>
<td>A9</td>
<td>Expired short-term parking</td>
<td>$30</td>
</tr>
<tr>
<td></td>
<td><strong>Flagrant Violations</strong></td>
<td></td>
</tr>
<tr>
<td>B1</td>
<td>Parking in a reserved parking space without displaying a proper permit <em>(plus tow fee if applicable)</em></td>
<td>$40</td>
</tr>
<tr>
<td>B2</td>
<td>Parking a vehicle in a no-parking zone <em>(plus tow fee if applicable)</em></td>
<td>$40</td>
</tr>
<tr>
<td>B3</td>
<td>Parking in any manner which obstructs vehicular traffic <em>(plus tow fee if applicable)</em></td>
<td>$40</td>
</tr>
<tr>
<td>B4</td>
<td>Parking in a manner which obstructs a crosswalk <em>(plus tow fee if applicable)</em></td>
<td>$40</td>
</tr>
<tr>
<td>B5</td>
<td>Parking in a fire lane <em>(plus tow fee if applicable)</em></td>
<td>$75</td>
</tr>
<tr>
<td>B6</td>
<td>Parking in a tow-away zone <em>(plus tow fee if applicable)</em></td>
<td>$40</td>
</tr>
<tr>
<td>B7</td>
<td>Parking in a loading zone or service driveway <em>(plus tow fee if applicable)</em></td>
<td>$40</td>
</tr>
<tr>
<td>B8</td>
<td>Parking on a lawn, curb, sidewalk or other area not set aside for parking <em>(plus tow fee if applicable)</em></td>
<td>$40</td>
</tr>
<tr>
<td>B9</td>
<td>Parking on campus while parking privileges are suspended <em>(plus tow fee if applicable)</em></td>
<td>$150</td>
</tr>
<tr>
<td>C1</td>
<td>Moving a barricade or parking within any barricaded area <em>(plus tow fee if applicable)</em></td>
<td>$40</td>
</tr>
<tr>
<td>C2</td>
<td>Using a forged, altered, false, fictitious or stolen permit <em>(plus tow fee if applicable)</em></td>
<td>$150</td>
</tr>
<tr>
<td>C3</td>
<td>Falsifying or altering vehicle registration information <em>(plus tow fee if applicable)</em></td>
<td>$100</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Fee</td>
</tr>
<tr>
<td>---</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>C4</td>
<td>Parking in/blocking a handicapped space, ramp, or unloading zone w/o placard <em>(plus tow fee if applicable)</em></td>
<td>$150</td>
</tr>
<tr>
<td>C5</td>
<td>Having a vehicle towed from campus</td>
<td>**</td>
</tr>
<tr>
<td>C6</td>
<td>Citation with move</td>
<td>$40</td>
</tr>
<tr>
<td>C7</td>
<td>Vehicle moved to another location on campus</td>
<td>**</td>
</tr>
<tr>
<td>C8</td>
<td>Vehicle has been wheel locked</td>
<td>$75</td>
</tr>
<tr>
<td>C9</td>
<td>Parking in violation of the direction of a traffic control officer</td>
<td>$40</td>
</tr>
<tr>
<td>C10</td>
<td>Theft of property or damaging property by unauthorized boot removal or tampering/attempted removal of the boot <em>(plus replacement cost of damaged property)</em></td>
<td>$150</td>
</tr>
<tr>
<td>C11</td>
<td>Improper exit from a university parking garage <em>(plus maximum daily fee due)</em></td>
<td>$75</td>
</tr>
<tr>
<td>C12</td>
<td>Parking in a garage without payment <em>(limited to once a semester)</em></td>
<td>$15</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Permit Type</th>
<th>Description</th>
<th>Annual</th>
<th>2013-2014 SFA Parking Permits</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Faculty and Staff</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AA</td>
<td>Faculty/Staff AA Permit</td>
<td>*see below</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Faculty/Staff Assigned Lot Permit</td>
<td>*see below</td>
<td></td>
</tr>
<tr>
<td>PG</td>
<td>Annual Student Center Garage Permit</td>
<td>$825</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td>Semester Student Center Garage Permit</td>
<td>$410</td>
<td>$410</td>
</tr>
<tr>
<td>M</td>
<td>Motorcycle Permit</td>
<td>$60</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Faculty/Staff Daily Permit</td>
<td>$3/Day</td>
<td>$3/Day</td>
</tr>
<tr>
<td></td>
<td><strong>Student</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PG</td>
<td>Annual Student Center Garage Permit</td>
<td>$825</td>
<td>NA</td>
</tr>
<tr>
<td></td>
<td>Semester Student Center Garage Permit</td>
<td>$410</td>
<td>$410</td>
</tr>
<tr>
<td>C</td>
<td>Commuter Permit</td>
<td>$100</td>
<td>$67</td>
</tr>
<tr>
<td>H</td>
<td>Campus Resident Permit</td>
<td>$133</td>
<td>$90</td>
</tr>
<tr>
<td></td>
<td>Campus Resident Second Vehicle</td>
<td>$94</td>
<td>$89</td>
</tr>
<tr>
<td>S</td>
<td>Commuter Daily Permit</td>
<td>$3/Day</td>
<td>$3/Day</td>
</tr>
<tr>
<td>K</td>
<td>Campus Resident Daily Permit</td>
<td>$3/Day</td>
<td>$3/Day</td>
</tr>
<tr>
<td>M</td>
<td>Motorcycle Permit</td>
<td>$60</td>
<td>$43</td>
</tr>
<tr>
<td></td>
<td><strong>Miscellaneous</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>W</td>
<td>Fitness Permit</td>
<td>$20</td>
<td>$20</td>
</tr>
<tr>
<td>CV</td>
<td>Contractor/Vendor Permit</td>
<td>$170</td>
<td>$114</td>
</tr>
<tr>
<td>T</td>
<td>Trailer Permit</td>
<td>$50</td>
<td>$33</td>
</tr>
<tr>
<td>RV</td>
<td>Occupied Recreational Vehicle**</td>
<td>$40</td>
<td></td>
</tr>
<tr>
<td>DV</td>
<td>Qualifying Veteran Permit**</td>
<td>$0</td>
<td></td>
</tr>
</tbody>
</table>

** Per night, after four (4) days
### Student Center Garage Hourly Parking

<table>
<thead>
<tr>
<th>Duration</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-30 Minutes</td>
<td>No Charge</td>
</tr>
<tr>
<td>First Hour</td>
<td>$2</td>
</tr>
<tr>
<td>Each Hour Thereafter</td>
<td>$1</td>
</tr>
<tr>
<td>Maximum Daily Charge</td>
<td>$8</td>
</tr>
<tr>
<td>Lost Parking Ticket</td>
<td>$15</td>
</tr>
</tbody>
</table>

### Short-Term Paid Parking Lot 21

<table>
<thead>
<tr>
<th>Duration</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Hour</td>
<td>$2.00</td>
</tr>
<tr>
<td>Each Hour Thereafter</td>
<td>$1.00</td>
</tr>
</tbody>
</table>

### 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

<table>
<thead>
<tr>
<th>Salary Range</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$19,999.99 and Less</td>
<td>$36</td>
</tr>
<tr>
<td>$20,000 - $39,999.99</td>
<td>$60</td>
</tr>
<tr>
<td>$40,000 - $59,999.99</td>
<td>$84</td>
</tr>
<tr>
<td>$60,000 - $79,999.99</td>
<td>$108</td>
</tr>
<tr>
<td>$80,000 - $99,999.99</td>
<td>$132</td>
</tr>
<tr>
<td>$100,000 - $119,999.99</td>
<td>$156</td>
</tr>
<tr>
<td>$120,000 and above</td>
<td>$180</td>
</tr>
</tbody>
</table>

*FS permits are prorated monthly*

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

**Responsible for Implementation:** Vice President for University Affairs

**Contact for Revision:** Chief of University Police

**Forms:** None

**Board Committee Assignment:** Academic and Student Affairs
The purpose of this policy is to comply with state law that requires the reporting of abuse, exploitation, or neglect of elderly or disabled persons, as those terms are defined in Section 48.002 of the Human Resources Code. Employees and students of the university are required to report to the appropriate department head for the area involved if they have reasonable cause to believe that an elderly or disabled person has been abused, exploited or neglected within the university and its programs. Failure to report may subject the employee or student to criminal penalties. The department head shall contact and advise the general counsel regarding the report. A thorough investigation shall be conducted as outlined in the Human Resources Code promptly after receiving the report. If the report involves a disabled person, the Office of Disability Services will be advised and included in the investigation process. If necessitated by the result of the investigation, the allegation shall be reported to the appropriate regulatory agency. Allegations involving clients of the Department of Assistive and Rehabilitative Services shall be reported to the commission-assigned liaison or client's sponsoring counselor. A substantiated allegation shall result in appropriate disciplinary or legal action.

Definitions:

1. "Abuse" means:
   a. the negligent or willful infliction of injury, unreasonable confinement, intimidation, or cruel punishment with resulting physical or emotional harm or pain to an elderly or disabled person by the person's caretaker, family member, or other individual who has an ongoing relationship with the person; or
   b. sexual abuse of an elderly or disabled person, including any involuntary or nonconsensual sexual conduct that would constitute an offense under Section 21.08, Penal Code (indecent exposure) or Chapter 22, Penal Code (assaultive offenses), committed by the person's caretaker, family member, or other individual who has an ongoing relationship with the person.

2. "Exploitation" means the illegal or improper act or process of a caretaker, family member, or other individual who has an ongoing relationship with an elderly or disabled person that involves using, or attempting to use, the resources of the elderly or disabled person, including the person's social security number or other identifying information, for monetary or personal benefit, profit, or gain without the informed consent of the elderly or disabled person.

3. "Neglect" means the failure to provide for one's self the goods or services, including medical services, which are necessary to avoid physical or emotional harm or pain or the failure of a caretaker to provide such goods or services.
Cross Reference: Texas Tex. Human-Hum. Resources Res. Code Chapter Ch. 48

Responsible for Implementation: General Counsel

Contact for Revision: Director of Disability Services, General Counsel

Forms: None

Board Committee Assignment: Academic and Student Affairs
Student Code of Conduct

(NOTE: Combines and replaces policy 10.4, Student Conduct Code, and policy 10.5, Student Discipline)

Original Implementation: January 1998
Last Revision: October 21, 2013

Choosing to join the SFA community obligates one to adhere to a code of civilized behavior that embraces academic and personal integrity; respect for the dignity, rights and property of others; and an intolerance of bigotry. In keeping with this obligation, students and student organizations are expected to conform to the standards outlined in the Student Code of Conduct.

Additionally, at SFA, the community holds itself to a standard called The SFA Way. At its basis, The SFA Way encourages the entire university community to “strive for personal excellence in everything we do.” While the Student Code of Conduct articulates the minimum expectations of those in the community, the university encourages students to “hold themselves and others accountable” to the higher standards of The SFA Way.

This document is organized into the following sections:

Article I: Definitions
Article II: Proscribed Conduct
Article III: Procedures
Article IV: Non-Discrimination, Interpretation and Revision

ARTICLE I: DEFINITIONS

1. The term “university” means Stephen F. Austin State University.
2. The term “student” includes all persons enrolled at the university. Persons who withdraw after allegedly violating the Student Code of Conduct, who are not officially enrolled for a particular term but have a continuing relationship with the university, or participate in university sponsored activities prior to enrollment, are considered “students;” as are persons who are living in university residence halls, although not enrolled.
3. The “vice president for university affairs” is the person designated by the university president to be responsible for the administration of the Student Code of Conduct.
4. The term “student conduct administrator” means a university official authorized by the vice president for university affairs or his/her designee to impose sanctions upon any student(s) found to have violated the Student Code of Conduct.
5. The term “student conduct authority” means any person or persons authorized by the vice president for university affairs or designee to determine whether a student has violated the Student Code of Conduct and to recommend or impose sanctions when a violation has been committed.
6. The term “accused student” means any student accused of violating this Student Code of Conduct.
7. The term “complainant” means any person who submits a charge alleging a student has violated this Student Code of Conduct.
8. The term “due process” means an accused student has or will be given notice of the accusation and an opportunity for a hearing.

9. The term, “university-recognized medium” refers to means of communicating with students. In most cases, this will mean the student’s official SFA email address.

10. The term “student conduct hearing” means a meeting between the student conduct authority and an accused student(s) to determine, through a sharing of information, whether the student(s) has violated the Student Code of Conduct as well as the need for any sanction.

11. The term “advisor” means an individual accompanying an accused student or a complainant in a student conduct hearing. An advisor may not participate in the hearing in any capacity other than providing advice to the student they are accompanying.

12. The term “re-hearing” means the opportunity to have a hearing by a formal student conduct hearing board after an informal determination has been made.

13. The term “appeal” means the review by the designated appellate authority of the full record of a disciplinary hearing and the sanction imposed by a student conduct administrator or student conduct hearing board.

14. The term “appellate authority” means any person or persons authorized by the vice president for university affairs or designee to consider an appeal regarding a student conduct authority’s determination as to whether a student has violated the Student Code of Conduct or regarding the sanctions imposed by the student conduct administrator.

15. The term “faculty member” means any person hired by the university to conduct classroom or teaching activities or who is otherwise considered by the university to be a member of its faculty.

16. The term “university official” includes any person employed by the university while in the act of performing assigned responsibilities.

17. The term “member of the university community” includes any person who is a student, faculty member, university official or other person employed by the university. A person’s status in a particular situation shall be determined by student conduct administrator.

18. The term “university premises” includes all land, buildings, facilities, and other property in the possession of or owned, used, or controlled by the university (including adjacent streets and sidewalks).

19. The term “organization” means any number of students who have met as a group, whether as a registered student organization or not.

20. The term “policy” means the written regulations of the university as found in, but not limited to, the Student Code of Conduct, the student handbook, residence life handbook and/or community guidelines, the university web page and online policy manual, computer use policies, graduate and undergraduate general bulletins and the schedule of classes.

21. The term “complicity” means being present during the planning or commission of any violation of the Student Code of Conduct in such a way as to condone, support, or encourage that violation. Students who anticipate or observe a violation of the Student Code of Conduct are expected to remove themselves from association or participation and are encouraged to report the violation.

22. The term “interim suspension” refers to the suspension of a student after notice but prior to a student conduct hearing.
23. The term “shall” is used in the imperative sense.
24. The term “may” is used in the permissive sense.

ARTICLE II: PROSCRIBED CONDUCT

A. Jurisdiction of the Student Code of Conduct

This Student Code of Conduct shall apply to conduct that occurs on university premises, at university sponsored activities, in electronic communities/instructional sites that exist because of or are associated with the university and to off-campus conduct that adversely affects the university community and/or the pursuit of its objectives. The Student Code of Conduct shall apply to a student’s conduct even if the student withdraws from school while a disciplinary matter is pending. The vice president for university affairs or designee shall decide whether the Student Code of Conduct shall be applied to conduct occurring off campus, on a case-by-case basis, in his/her sole discretion. Student conduct which may be the result of psychological issues may be reviewed under Students Displaying Serious Psychological Problems (10.13).

B. Conduct—Rules and Regulations

Any student found to have committed or to have attempted to commit the following misconduct is subject to disciplinary sanctions:
1. Acts of dishonesty, including but not limited to the following:
   a. Cheating or plagiarism as defined in university policy 4.1 (Academic Integrity), or other forms of academic dishonesty or breach of integrity such as but not limited to the distribution or selling of lecture notes, handouts, readers or other instructor-provided materials without permission.
   b. Furnishing false information to any university official, faculty member, or office.
   c. Forgery, alteration, or misuse of any university document, record, or instrument of identification.
   d. Fraud as defined in university policy 2.7 (Fraud).

2. Disorderly conduct, disruption or obstruction of teaching, research, administration, living environments, disciplinary proceedings, other University activities, including public service functions on or off campus, or of other authorized non-university activities when the conduct occurs on university premises. These acts include, but are not limited to:
   a. Making or causing any false report, warning, or threat of fire, explosion, or other emergency.
   b. Interfering with police, fire or emergency service.
   c. Failure to evacuate a building or area when directed.
   d. Willfully disregarding any emergency or fire alarm signal.
   e. Disorderly conduct or disruptions in classrooms, other instructional areas and university events.

3. Physical abuse, fighting, assault, verbal abuse, threats, intimidation, harassment, bullying, coercion, or conduct, which threatens or endangers the health or safety of any person that is not an exercise of constitutional rights.
4. Sexual harassment/discrimination, as defined in university policy 2.11 (Discrimination Complaints/Sexual Harassment), sexual assault, sexual abuse, and other sexual misconduct.

5. Attempted or actual theft of and/or damage to property of the university or property of a member of the university community or other personal or public property, on or off campus. This includes possession of stolen property.

6. Hazing, as defined in university policy 10.3 (Hazing).

7. Failure to comply with directions of university officials or law enforcement officers acting in performance of their duties and/or failure to identify oneself to these persons when requested to do so.

8. Wrongful use of university goods, services or information including but not limited to:
   a. Unauthorized possession, duplication or use of keys to any university premises or unauthorized entry to or use of university premises.
   b. Unauthorized possession or use of security codes, long distance access codes or calling cards, or cable service.
   c. Sale or use of university property for personal gain.
   d. Misuse of proctoring or tutoring services.

9. Violation of any university policy, rule, or regulation published in hard copy or available electronically on the university website.

10. Violation of any federal, state or local law including, but not limited to:
    a. Arson,
    b. Robbery,
    c. Burglary,
    d. Forgery,
    e. Gambling, and
    f. Trespassing.

11. Use, possession, manufacturing, or distribution of any illegal substance as delineated in university policy 13.11 (Illicit Drugs and Alcohol Abuse), or a simulated illegal substance, or drug paraphernalia.

12. Use, possession, manufacturing, or distribution of alcoholic beverages or products (except as expressly permitted by university policy 13.11 regarding Illicit Drugs and Alcohol Abuse), or public intoxication or other alcohol-related crime. Alcoholic beverages or products may not, in any circumstance, be used by, possessed by or distributed to any person under twenty-one (21) years of age.

13. Illegal or unauthorized possession of firearms, ammunition, explosives, fireworks, other weapons, or dangerous chemicals, or use of any item, such as a weapon replica, even if legally possessed, in a manner that harms, threatens or causes fear to others. Possession of weapon replicas will be determined on a case-by-case basis.

14. Obstruction of the free flow of pedestrian or vehicular traffic on university premises or at university sponsored or supervised functions.

15. Theft, destruction or other abuse of computer facilities and resources, as delineated in university policies including, but not limited to: university policy 14.2 (Computer & Network Security), university policy 9.3 (Digital Millennium Copyright), or university policy 9.1 (Computing Software Copyright. Examples of prohibited acts in these policies include:
    a. Unauthorized entry into a file or account, to use, read, or change the contents, or
for any other purpose.

b. Unauthorized transfer, copying or download of a file or software.
c. Use of another individual’s identification and/or password.
d. Use of computing facilities and resources to interfere with the work of another student, faculty member or university official.
e. Use of computing facilities and resources to send obscene or abusive messages.
f. Use of computing facilities and resources to interfere with normal operation of the University computing system.
g. Use of computing facilities and resources in violation of copyright laws.
h. Violation of any departmental or lab policy.
i. Use of any device that interferes with the normal operations of the university computing system.

16. Interfering with the freedom of expression of others on university property or at university-sponsored events.

17. Abuse of the student conduct system, including but not limited to:
   a. Failure to obey the notice from a student conduct hearing board or university official to appear for a meeting or hearing as part of the student conduct system.
   b. Falsification, distortion, or misrepresentation of information before a student conduct hearing board.
   c. Disruption or interference with the orderly conduct of a student conduct hearing board proceeding.
   d. Institution of a student conduct code proceeding in bad faith.
   e. Attempting to discourage an individual’s proper participating in, or use of, the student conduct system.
   f. Attempting to influence the impartiality of a member of a student conduct hearing board prior to, and/or during the course of, the student conduct hearing board proceeding.
   g. Harassment (verbal or physical) and/or intimidation of a member of a student conduct hearing board prior to, during, and/or after a student conduct code proceeding.
   h. Failure to comply with the sanction(s) imposed under the Student Code of Conduct.
   i. Influencing or attempting to influence another person to commit an abuse of the student conduct code system.
   j. Retaliating against any party involved in the student conduct process.

18. Violating any rule, regulation, or law for which the university could be penalized including but not limited to fire, safety or environmental codes.

C. Violation of Law and University Discipline

University disciplinary proceedings may be instituted against a student charged with conduct that potentially violates both the criminal law and this Student Code of Conduct (that is, if both possible violations result from the same factual situation) without regard to the pendency of civil or criminal litigation in court or criminal arrest and prosecution. Proceedings under this Student Code of Conduct may be carried out prior to, simultaneously with, or following civil or criminal proceedings off campus at the discretion of the vice president for university affairs or designee.
Determinations made or sanctions imposed under this Student Code of Conduct shall not be subject to change because criminal charges arising out of the same facts giving rise to violation of university rules were dismissed, reduced, or resolved in favor of or against the criminal law defendant.

When a student is charged by federal, state, or local authorities with a violation of law:

a. The university will not request or agree to special consideration for that individual because of his or her status as a student.

b. The university may advise off-campus authorities of the existence of the Student Code of Conduct and of how such matters are typically handled within the university community.

c. The university will attempt to cooperate with law enforcement and other agencies in the enforcement of criminal law on campus and in the conditions imposed by criminal courts for the rehabilitation of student violators provided that the conditions do not conflict with campus rules or sanctions.

d. Individual students and other members of the university community, acting in their personal capacities, remain free to interact with governmental representatives, as they deem appropriate.

**ARTICLE III: PROCEDURES**

A. Introduction

The following rules of procedure in student disciplinary matters are adopted to ensure that the university will fulfill the requirements of procedural due process in student disciplinary proceedings, that the Stephen F. Austin State University Student Conduct Code and Residence Life Community Living Guidelines may be secured to all students and that the disciplinary procedures within Stephen F. Austin State University shall be definite and determinable.

These rules of procedure shall be followed in any disciplinary proceeding, subject to the authority of the Board of Regents and the authority delegated to the president of the university to exercise jurisdiction over disciplinary matters of the university.

B. Overview of the Process

When a complaint is received in the Office of Student Rights and Responsibilities, the charged student will be contacted through a university-recognized medium or personal delivery. The student will be provided with a notice to appear for an informal hearing with the student conduct authority. Details of informal hearing procedures are provided below. Once a decision has been made, either the charged student, complainant or both shall have the right to request a re-hearing under the formal hearing procedures. Details of formal hearing procedures are provided below. A student may appeal the finding of the formal hearing to the dean of student affairs or his/her designee. If a student desires, they may waive their right to a formal hearing in favor of a hearing with the dean of student affairs or designee so long as they are appealing the sanction received and not the findings of the student conduct authority. The ruling of the dean of student affairs or designee shall be final. Procedures governing appeals are provided below.

C. Filing the Complaint
Any member of the university community may file a complaint against a student alleging a violation or violations of the Student Code of Conduct. Complaints may be submitted in writing to the Office of Student Rights and Responsibilities. Anonymous complaints may be made; however, limited involvement by the complainant could impact the ultimate finding of responsibility.

D. Filing a False Complaint
Knowingly filing a false complaint or knowingly providing false information to intentionally mislead university officials who are investigating or reviewing a complaint is expressly forbidden. Violators may face charges up to and including suspension or expulsion.

E. Notice of Allegations/Charges
Upon receiving a report of an alleged violation of the Student Code of Conduct, the student conduct administrator will review the report and, if needed, conduct an initial investigation. If there is sufficient evidence to indicate that a violation may have occurred, a notice of allegations/charges will be sent to the charged student, including the alleged incident date and the nature of the charges, with instructions to appear in person at a designated location within five (5) business days to begin the student conduct process. The official means of contacting a student will be through university email or postal mail. If the student does not respond as instructed, another notice will be sent allowing another five (5) business days to respond. Failure to respond to the second notice may lead to the case being heard in absentia (without the student being present) and holds placed on the student’s account. Holds will remain in place at least until the student contacts the student conduct administrator to receive case resolution information or until any sanction has been completed. Appeals to student conduct findings and/or sanctions heard in absentia must be filed within five (5) business days of the student conduct authority or student conduct hearing board’s decision.

Where an incident has or can be reasonably expected to greatly disrupt the university environment, falls within the category of a suspendable offense, or occurs at the beginning or very near the end of a semester, the student may be contacted to come in immediately to begin the process. In addition to notices by email and postal mail, attempts will be made to contact the student by phone or by in-person contact by a university employee. This expedited contact is intended to preserve the university living/learning environment and can offer a student found responsible of an infraction options that may be time-limited or time-based, such as withdrawing prior to financial penalties or beginning a suspension period in a timely manner.

Failure by a student to have current contact information on file will not invalidate the notices.

F. Immediate Response
The university reserves the right to take any action as may be reasonably appropriate, upon receipt of a complaint, to protect the complainant or university community pending the final outcome of these procedures. These actions may include housing reassignments, class schedule changes, and/or restrictions from entering certain buildings or participation in certain events. These actions will be handled on a case-by-case basis.

G. Investigation
The student conduct administrator, or designee, will begin an investigation of the case as an impartial party, not as a representative of the complainant. The investigator will interview the complainant, the accused and any other persons who may have pertinent factual information about the case. The process and the potential outcomes will be explained to both the complainant and the accused, especially the use of the investigatory results in the student conduct process. All persons interviewed will be advised that this is a confidential investigation.

The investigator will meet with the accused student and provide the student access to the written complaint. The accused student may choose to respond verbally in the interview or in writing within a specified time. If the accused student accepts responsibility for the complaint allegations, the case can be resolved at that time through an informal student conduct hearing or other remediation and the complainant contacted with the outcome to the extent allowed by law, as well as the Title IX and ADA coordinators as appropriate. Both students have the right to request a formal re-hearing of the case or to appeal the outcome as outlined in the appeals section of this policy.

The investigator may also gather and examine documents and other evidence relevant to the complaint and may consult with appropriate personnel for advice and guidance as applicable. The investigation should be completed within 20 business days. The investigator will document any reasons for an investigation taking longer than 20 business days. The investigation includes the preparation of the report of findings and recommendations (if appropriate).

H. Burden of Proof
The burden of proof is by a preponderance of the evidence, defined as evidence which leads a reasonable person to conclude something is more probable than not. The rules of evidence do not apply in any hearing nor are the proceedings to be conducted as judicial trials; however, care shall be taken to comply with the intent of the procedural safeguards provided by these guidelines.

I. Informal Hearing
Informal hearings will be conducted with a single-member student conduct authority who will review the initial report, allow the student to respond or offer additional evidence, render a decision and determine sanctions as deemed appropriate. The ability to present witnesses to the alleged incident may be limited in this format. If the student conduct authority is unable to render a decision, or if the details of the case make a formal hearing more advisable, he/she may refer the case to the student conduct hearing board for a formal hearing. Otherwise, a student must request a formal re-hearing or appeal the sanction to the dean of student affairs or designee within five (5) business days of the decision or the decision becomes final.

J. Formal Hearing
A multi-member board composed of at least three individuals (two faculty/staff and one student) will conduct formal hearings. The faculty/staff members will be selected from a pool of appointees from the vice president for university affairs. The students will be selected from and representative of the general student population with input from the student government association president. A charged student will be advised of the board members in the hearing notification described below and have one business day to challenge a board member’s
participation based on known facts that would impact impartiality or conflict of interest.

**K. Notice of Hearing**
The formal student conduct hearing board chair will provide notice of the hearing, transmitted either through a university-recognized medium or personal delivery to the charged student. The notice will set forth the date, time and place of the alleged violation, the conduct in question, and the date, time and place of the hearing before the formal student conduct hearing board. The charged student will be informed that an advisor may accompany the charged student to the hearing. The student must notify the student conduct hearing board chair if an attorney is chosen as an advisor to allow the university's attorney to also be present. Failure by the charged student to have a current local address on record with the university or to access notifications transmitted through a university-recognized medium shall not invalidate the notice. The notice shall be given at least five (5) consecutive calendar days prior to the hearing, unless a shorter or longer time is fixed by the chair for good cause. Any request for continuance shall be made in writing to the chair, who has the authority to reschedule the hearing if it is determined the request is timely and for good cause.

If a new hearing must be set for either the failure of the charged student to show or for a continuance, the chair will notify the student conduct administrator and the charged student of the new date for the hearing. Failure to appear for the newly scheduled hearing will lead to the case being heard in absentia (without the student being present) and holds placed on the student’s account. Holds will remain in place at least until the student contacts the student conduct administrator to receive case resolution information or until any sanction has been completed. Appeals to student conduct findings and/or sanctions must be filed within five (5) business days of the student conduct authority’s decision as outlined in the appeal section of these procedures.

**L. Role of the Chair in Formal Hearings**
The chair manages the hearing according to the procedures outlined in this document and ensures it is conducted in a manner consistent with the ascertainment of the truth and the orderly process of justice. Each person in attendance is expected to exhibit proper dignity, courtesy, and respect. The chair may dismiss any person from the hearing who interferes with or obstructs the hearing or fails to abide by the rulings of the chair.

Procedural questions which arise during the hearing not covered by these general rules shall be determined by the chair, whose ruling shall be final unless the chair presents the question to the committee at their request, in which event the ruling of the committee by majority vote shall be final. The chair may also seek guidance from the general counsel prior to or during the hearing on procedural issues.

**M. Role of the Student Conduct Administrator**
In serving both the formal student conduct hearing board and the charged student, the role of the student conduct administrator is impartial and supportive in nature and there is no involvement in the final determination of the board. The student conduct administrator provides a summary of the case and initial investigations and can also be called to testify about the outcomes of previous similar cases and the conduct background of the charged student for consideration by the formal student conduct hearing board for sanctioning if the student is found responsible for a violation.
of the student code of conduct.

**N. Order of Proceedings**
The formal student conduct hearing board chair will preside at the hearing, determine the presence or absence of the charged student, verify the receipt of notices of charges by the charged student, call for or report any continuances (rescheduling) requested or granted, determine the presence of any advisor of the charged student and explain any special or extraordinary procedures to be employed during the hearing. The hearing will be recorded in either voice or video format.

The student conduct administrator will begin the process by presenting a general overview of the case to the board outlining the basic nature of the case, the types of evidence to be used, and the findings of any investigation prior to the hearing. This information is prepared at the direction of the formal student conduct hearing board chair after a review of the initial report of the alleged incident. The student conduct administrator is not a part of the formal student conduct hearing board and serves to provide the board and the charged student with assistance in obtaining the information necessary for as full a hearing of the facts as possible.

The charged student can choose to make opening remarks after the student conduct administrator gives the overview or wait until any defense witnesses or evidence are presented. The charged student's advisor may advise the charged student, but may not participate in the hearing, for example by questioning witnesses or addressing the board.

The formal student conduct hearing board and the charged student may call and cross-examine witnesses and present evidence. The charged student may address the board and inspect and copy the board's findings and determinations. The charged student can, but cannot be required to, testify. Any person testifying, including the charged student, shall be subject to cross-examination.

The charged student will be afforded an opportunity to obtain necessary witnesses and documentary or other evidence. The student conduct administrator will assist in securing the cooperation of witnesses. The student conduct administrator cannot compel other students to appear at a hearing but can assist students being called as witnesses with class absence notifications when necessary. The student conduct administrator will make available any necessary documents and other evidence within the university’s control, to the extent allowed by law. Depending on the nature of the evidence, it may be made available to the charged student during normal university business hours but not released to the charged student and/or in an alternate format such as a photograph or recording.

The hearing is meant to be an exchange of information and a presentation of facts and evidence by witnesses having direct knowledge of the alleged infraction. The student conduct hearing board chair may limit the number of, or disallow completely, character witnesses that have no knowledge of the alleged incident. Witnesses are called beginning with those the student conduct hearing board requested. The board members and the charged student may both ask questions. The board chair may direct the charged student to direct questions to the chair to be asked on the charged student’s behalf at the chair’s discretion. When this process is completed, the charged student may call any witnesses or present any additional evidence or information.
After all witnesses and evidence has been presented, the charged student may make a closing statement, if desired. The chair may then call on the student conduct administrator for a range of sanctions for the alleged infraction. At this time, the student conduct administrator, the charged student, and any advisor are excused, the recording stopped, and the formal student conduct hearing board analyzes the information gathered, determines what it believes are the facts of the case, renders a finding of responsible or not responsible, and an appropriate sanction, if necessary. These findings are to be delivered to the student conduct administrator within 3 business days where an outcome letter will be prepared for the charged student. The charged student may appeal the decision within five (5) business days of the date of the letter of findings as outlined in the appeal section of these procedures.

Hearings are closed to the public. The general counsel may be consulted in procedural matters of the student conduct hearing board and may be present at hearings. All information presented in the hearing is confidential and restricted to only those who have an absolute need to know.

O. Hearing Procedures with a Complainant

When a formal hearing is held with a student complainant, the process will follow the general pattern of the regular formal hearing in this manner:

a. Summary of the case and initial investigations by the student conduct administrator
b. Opening statement by the complainant (five minutes)
c. Opening statement by the charged student if the charged student chooses (five minutes)
d. Presentation of witnesses and evidence by complainant
e. Presentation of witnesses and evidence by charged student
f. Closing statement by the complainant (five minutes)
g. Closing statement by the charged student if the charged student chooses (five minutes)

The burden of proof is by a preponderance of the evidence. Cross-examination of the witnesses is allowed by both parties. In cases of alleged sexual harassment/assault, the parties shall not be permitted to directly question each other. The student conduct hearing board is permitted to question the parties and/or witnesses at any time during the proceeding. At the conclusion of the complainant’s closing statement, the student conduct administrator, the complainant, the charged student, and any advisors are excused, the recording stopped, and the formal student conduct hearing board analyzes the information gathered, determines what it believes are the facts of the case, renders a finding of responsible or not responsible, and an appropriate sanction, if necessary. These findings are to be delivered to the student conduct administrator within three (3) business days where an outcome letter will be prepared and sent to the charged student and the complainant to the extent allowed by law and to the Title IX and/or ADA coordinator as appropriate. Any appeal to the board’s decision must be made within five (5) business days of the date of the letter of findings as outlined in the appeal section of these procedures.

Hearings are closed to the public. The general counsel may be consulted in procedural matters of the student conduct hearing board and may be present at meetings. All information presented in the hearing is confidential and restricted to only those who have an absolute need to know.
In addition to the procedures outlined elsewhere, the following will also apply:

a. Both the charged student and the complainant will receive the notice of the hearing.
b. Both the charged student and the complainant will have the opportunity to exclude/strike one member of the Student Conduct Committee from participation in the hearing. This selection must be made prior to the hearing, within one day of receiving the notice.
c. Both the charged student and the complainant have the right to have an advisor present.
d. Both the charged student and the complainant may ask for a continuance.
e. Both the charged student and the complainant will have the same opportunity to obtain witnesses and evidence and have the assistance of the university as described.
f. Both the charged student and the complainant will have the right to testify or refuse to testify.
g. Both the charged student and the complainant will have opportunity to cross-examine all witnesses and are subject to cross-examination if choosing to give testimony. An intercom or other remote audio or video device may be used in hearings to allow a complainant to testify and respond to questions and cross-examinations without face-to-face contact with the charged student.
h. Both the charged student and the complainant will have the ability to submit a written response to the charges.

P. Appeal Procedures
Students have one level of appeal for every student conduct case. This does not include the re-hearing of an informal hearing by the student conduct hearing board. The final appellate authority shall be the dean of student affairs or his/her designee. There shall be two grounds for appeal. The first is appealing the findings of responsibility and the second is an appeal of the sanction received.

Appeal of the Findings of Responsibility
The charged student may appeal the finding of responsibility to the dean of student affairs. The student must file a signed and dated written appeal in the Office of the Dean of Student Affairs no later than 5 p.m. the day of the deadline. The written appeal must contain: the charged student's university identification number, date of the disciplinary action being appealed, the nature of the charges, the grounds which merit an appeal, any extenuating circumstances the charged student wishes to have considered and a request(s) to continue to reside on campus and/or attend classes during the appeal process.

Appeal of the Sanction
The charged student may accept the finding of responsibility and appeal the sanction to the dean of student affairs. The signed and dated written appeal must be filed in the Office of the Dean of Student Affairs no later than 5 p.m. the day of the deadline. The written appeal must contain: the charged student's university identification number, date of the disciplinary action being appealed, the nature of the charges, the grounds which merit an appeal, any extenuating circumstances the charged student wishes to have considered and a request(s) to continue to reside on campus.
and/or attend classes during the appeal process.

Q. Confidentiality and Records
All hearings and records (written, electronic, audio or video recording, etc.) pertaining to hearings will be considered education records and will be treated as designated by current law. Student conduct records are kept for two years beyond a student’s final enrollment at the university. Records for cases where a student has been suspended or expelled are held permanently. Disciplinary actions are not noted on a student’s academic transcript.

There will be no disclosure of file contents outside of the university without the written permission of the student, unless required or allowed by law. Disclosure within the university is limited to those employees having legitimate need of the information to conduct university business. Incident reports are generally not released to students to protect the privacy rights of other students involved in the incident. A student may make a written request for a personal copy of their incident report and receive a redacted copy. Disclosure to victims of violent crimes, nonforcible sex offenses or other offenses with reporting requirements will be handled according to current law.

Formal hearings are audio or video taped. All hearings are closed to the public.

R. Rights of Students in Disciplinary Proceedings
The rights outlined below will be accorded to any student in a formal or informal hearing for an alleged violation of the student code of conduct. Both accused students and students making a complaint against another student shall have the same rights under this Student Code of Conduct unless additional rights are provided to either party under the law.

a. to be present at the hearing;
b. to meet with the student conduct administrator to discuss the disciplinary process;
c. to submit a written account of the alleged incident;
d. to be advised of the date, time and location of the disciplinary hearing, and to request rescheduling (a continuance) for good cause;
e. to be present at the hearing and to be accompanied by an advisor of the student’s choosing during the hearing process, although the advisor will not be permitted to speak for the student during the hearing;
f. to testify at the hearing;
g. to decline to testify, with knowledge that all relevant evidence will be considered and the alleged violation adjudicated;
h. to hear or examine evidence presented against the charged student;
i. to have and cross-examine witnesses;
j. to make any statement in mitigation or explanation of the conduct in question;
k. to be informed in writing of the finding and any sanction imposed to the extent allowed by law;
l. to appeal the finding and/or sanction to the proper authority;
m. to waive hearing deadlines as outlined in these procedures.

S. Additional Rights of Complainants in Disciplinary Proceedings Involving Victimization
Some actions that violate university policy involve victimization of one or more students by another student(s). This behavior may include sexual harassment, physical violence and other acts that endanger the safety of others in the university community. If a person is identified as a victim of a sexual harassment/discrimination, nonforcible sex offense or other violent criminal offense, that person is entitled to certain rights during the disciplinary process.

If a complaint is filed with the student conduct administrator, it is important to remember that the accused student is being charged with violating a university rule or regulation; therefore, the university is ultimately responsible for investigating, initiating charges, imposing sanctions if the charged student chooses to admit the violation, implementing the hearing process, and determining sanctions following a finding of responsibility. Although a complainant’s input may be sought during the disciplinary process, the ultimate disposition of the case rests with the university. If a complainant withdraws a complaint during the course of the disciplinary proceeding, the university reserves the right to proceed with the case on the basis of evidence other than the testimony of the complainant.

During the course of a disciplinary proceeding, a victim of sexual harassment/discrimination, nonforcible sex offense or other violent criminal offense has the following rights:

a. to meet with the student conduct administrator to discuss the disciplinary process;

b. to have reasonable assistance from the university in remediating any situation where the victim must be in contact with the accused student, such as a change in residence hall or course section assignment or restrictions on entering specific buildings or attending certain events;

c. to make an impact statement, either in person or in writing, to the student conduct hearing board for consideration during the sanctioning phase;

d. to know the outcome of the process as allowed by laws related to the particular incident;

T. Penalties

Admonition: is a warning.

Conduct Probation: is for a specified period of time and requires that a second offense will result in disciplinary probation or suspension.

Disciplinary Probation: is for a specified period of time and may carry with it other conditions to be met (e.g., restriction of participation in extracurricular activities, holding student office, pledging or joining campus organizations).

Special Action: is a sanction designed to enhance the educational intent of the disciplinary process. Examples of sanctions include the requirement of a special program or class (the cost of this program will be paid by the student), removal from university housing, payment of damages, extracurricular activity restrictions, community service, educational sanctions, counseling referrals, removal from any class or program, or restrictions on enrollment in any class or program.
Suspension of an Individual: is a bar from attending the university for a specific period of time and begins at 5 p.m. on the first business day following the date of the decision of the hearing officer or board considering the case. A suspension also carries with it the following conditions:

A. The charged student must remain off the campus during the period of suspension, except when summoned by a university official or when an appointment with an official has been arranged in advance.
B. A student under suspension may not live or board in university facilities.

Suspension of a Student Organization: is loss of university recognition for a specified period of time as outlined in university policy 10.9 (Student Organization Formation and Recognition). Student organizations are required to cease all activities during the specified period. Student organizations that continue to function during the suspension will be considered in violation of their suspension. Special Actions may also be attached to the suspension to enhance the educational intent of the disciplinary process. Suspended student organizations must submit a new application as an organization at the end of the suspension period.

Expulsion: is a permanent bar from attending the university whereby the student is not eligible for readmission to the university and begins at 5 p.m. on the first business day following the decision of the hearing officer or board considering the case. An expelled student's status will also carry the following conditions:

A. The expelled student must remain off the campus, except when summoned by a university official or when an appointment with an official has been arranged in advance.
B. A student under expulsion may not live or board in university facilities.

Debarment: is equivalent to suspension from the university applied to persons not currently registered at the time the penalty is imposed.

Interim Suspension: The student conduct authority may, with the approval of the vice president for university affairs, suspend a student for an interim period pending disciplinary proceedings when there is evidence that the continued presence of the student on the university campus poses a substantial threat of harm or bodily injury, damage to property, or threat to the stability and continuance of normal university functions. The student conduct authority may provide for the interim suspension to become immediately effective without prior notice to the student. However, the judicial officer shall provide notice to the student at the first reasonable opportunity.

The student conduct authority shall inform the student that he/she is entitled to a hearing to be held within five (5) university business days from the effective date of the interim suspension. If the student desires, a preliminary hearing, either formal or informal, shall then be held on the following issues only:

A. the reliability of the information concerning the student's conduct, including the
matter of his/her identity;
B. whether the conduct and surrounding circumstances reasonably indicate that the continued presence of the student on the university campus poses a substantial threat of harm or bodily injury, damage to property, or threat to the stability and continuance of normal university functions.

If the student conduct authority finds the information concerning the charged student's conduct is unreliable or that the charged student has been misidentified, charges may be dismissed. If the student conduct authority finds that allowing the charged student to remain on campus poses no threat or disruption, the student may be allowed to remain on campus pending the completion of the hearing process.

U. Status during Appeal
In cases of suspension or expulsion where an appeal is filed within the required time, a charged student may petition the Office of the Dean of Student Affairs in writing for permission to continue to reside on campus and/or attend classes pending final determination of the appeal. The officer may permit either of these requests under such conditions as may be designated pending completion of appellate procedures, provided such continuance will not seriously disrupt the university or constitute a danger to the health, safety or welfare of the university community.

ARTICLE IV: NON-DISCRIMINATION, INTERPRETATION AND REVISION

Decisions under this policy will be made based on observations of a student’s conduct, actions and statements and not on the basis of a student’s race, color, religion, national origin, sex, age, disability, genetic information, citizenship, or veteran status.

Any question of interpretation or application of the Student Code of Conduct shall be referred to the vice president for university affairs or designee for final determination.

The Student Code of Conduct shall be reviewed annually under the direction of the vice president for university affairs or designee.

Cross Reference: None

Responsible for Implementation: Vice President for University Affairs

Contact for Revision: Dean of Student Affairs

Forms: None

Board Committee Assignment: Academic and Student Affairs
Process Map for Code of Conduct

In order to make this process as easy to understand as possible, we provide for your reference this process map. It may be used to determine how to proceed in a conduct case.

Any party may appeal, but this is specifically designed for appeals by complainants if the accused is found not responsible.

In cases in which an accused student wishes to appeal the severity of the sanction they received, they may opt out of a formal hearing and appeal directly to the Dean of Student Affairs.

Accept Finding

Back on TRAC Committee Decision is Final
Student Discipline Policy to be deleted; combined with policy 10.4

Original Implementation: January 19, 1988
Last Revision: July 17, 2012

Rules of Procedure in Student Disciplinary Matters

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I. Introduction

The following Rules of Procedure in Student Disciplinary matters are adopted to ensure that the university will fulfill the requirements of procedural due process in student disciplinary proceedings, that the Stephen F. Austin State University Student Conduct Code and Residence Hall Policies may be secured to all students and that the disciplinary procedures within Stephen F. Austin State University shall be definite and determinable.

These Rules of Procedure shall be followed in any disciplinary proceeding, subject to the authority of the Board of Regents and the authority delegated to the president of the university to exercise jurisdiction over disciplinary matters of the university.

II. Definitions

As used in these rules, the following definitions shall apply:

**Advisor**: An individual accompanying a charged student in a hearing. The advisor may be anyone of the charged student's choice. The advisor may provide counsel to the charged student but may not participate in the hearing, for example through questioning or making statements to any other hearing participant.

**Appeal**: The exercise of the right of review by the charged student or complainant of the full record of a disciplinary hearing and/or the sanction imposed by a hearing officer or board.

**Charged Student**: The student being charged with the violation of the Student Code of Conduct or other university policy or rule.

**Complainant**: The student who has made a formal complaint against another student(s) for violation of the Student Code of Conduct or other university policy or rule.

**Complicity**: Being present during the planning or commission of any violation of the Student Conduct Code in such a way as to condone, support, or encourage that violation. Students who anticipate or observe a violation of the Student Conduct Code are expected to remove themselves from association or participation and are encouraged to report the violation.
Dean of Student Affairs: As used in these procedures, the dean of student affairs is charged, as a designee of the vice president for university affairs, with the responsibility for the administration of these disciplinary procedures.

Hall Director: The individual charged with the administration of a residence hall that will initiate the proceedings to be followed when a residence hall infraction has occurred.

Judicial Board: The panel that is authorized to conduct hearings and to impose sanctions regarding residence hall infractions committed by residence hall occupants. The board shall be composed of two (2) volunteer residence hall students, one (1) resident assistant, and one (1) hall director who serves as the chair.

Judicial Officer: As used in these procedures, the judicial officer is charged, as a designee of the dean of student affairs, with the daily responsibility for the administration of these disciplinary procedures. Specifically, the judicial officer conducts informal hearings for alleged conduct code violations, has appellate authority over residence hall violation hearings, presents the university's case in formal hearings before the Student Conduct Committee and serves as custodian of all Student Conduct Code disciplinary hearing records. The dean of student affairs may designate additional staff members to serve as hearing officers as the need arises.

Provost: As used in these procedures, the provost, or designee, is charged with the primary responsibility for the administration of these disciplinary procedures that relate to academic dishonesty in the classroom as delineated in University Policy A-9.1, Academic Integrity.

Student: All persons taking courses at the university, either full-time or part-time, pursuing undergraduate, graduate, or professional studies. Persons who withdraw after allegedly violating the Student Code, who are not officially enrolled for a particular term but who have a continuing relationship with the university or who have been notified of their acceptance for admission are considered “students” as are persons who are living in university residence halls, although not enrolled in this institution.

Student Conduct Code: University Policy 10.4, which describes the types of behaviors and situations for which students and student organizations will be held accountable.

Student Conduct Committee: As used in these procedures, the Student Conduct Committee is that body which is authorized to conduct formal hearings and impose
sanctions for alleged Student Conduct Code violations and to serve as the appellate authority over informal hearings for alleged Student Conduct Code violations. The committee shall be composed of one (1) faculty/staff member, one (1) student and one (1) faculty/staff chair. The chair, appointed by the president of the university, shall hold the position on a permanent basis and shall preside at all disciplinary hearings of the committee, unless another faculty/staff member is appointed to preside by the chair for reasons of scheduling or conflict of interest. The initial pool of committee members shall consist of five (5) faculty/staff members appointed by the president of the university and the student member of the committee from a pool of five (5) students appointed by the president of the Student Government Association. Each committee member shall have a vote. The vice president for university affairs, or designee, may appoint student or faculty/staff members to the committee pool in situations where committee members are unavailable to serve to preserve the timeliness of the student conduct process.

University-recognized Medium: Any form of communication officially recognized by the university. Examples include, but are not limited to, postal mail, campus mail, hand delivery and email to a university account.

Vice President for University Affairs: As used in these procedures, the vice president for university affairs is charged with the primary responsibility for the administration of these disciplinary procedures and is the appellate authority for Student Conduct Committee hearings. The vice president may appoint designees to administer disciplinary procedures or to hear appeals. The dean of student affairs shall serve as the primary designee of the vice president for university affairs in the administration of these procedures, with the daily responsibility for the administration of these disciplinary procedures delegated to the judicial officer. The vice president of university affairs may designate additional staff members to serve as hearing officers as the need arises. All designees shall follow the same procedures as outlined for the applicable officer in this policy.

III—Rights of Charged Students in Disciplinary Proceedings

Any student charged with violating a policy will be notified through a university-recognized medium to contact the appropriate hearing official for a hearing regarding the alleged violation. The notice will include the date of the alleged violation and the specific provision of the policy or code in question. The rights outlined below will be accorded to any student in a formal or informal hearing for an alleged violation of the Student Conduct Code and for formal hearings for an alleged violation of residence-hall policy.
A. to be present at the hearing;
B. to meet with the judicial officer to discuss the disciplinary process;
C. to submit a written account of the alleged incident;
D. to be advised of the date, time and location of the disciplinary hearing, and to request rescheduling for good cause;
E. to be present at the hearing and to be accompanied by an advisor of the student’s choosing during the hearing process, although the advisor will not be permitted to speak for the student during the hearing;
F. to testify at the hearing;
G. to decline to testify, with knowledge that all relevant evidence will be considered and the alleged violation adjudicated.
H. to hear or examine evidence presented against the charged student;
I. to have and cross-examine witnesses.
J. to make any statement in mitigation or explanation of the conduct in question;
K. to be informed in writing of the finding and any sanction imposed;
L. to appeal the finding and/or sanction to the proper authority;
M. to waive hearing deadlines as outlined in these procedures.

IV. Rights of Complainants in Disciplinary Proceedings

Some actions that violate university policy involve victimization of one or more students by another student(s). This behavior may include physical violence and other acts that endanger the safety of others in the university community. If a person is identified as a victim of a nonforcible sex offense or other violent criminal offense, that person is entitled to certain rights during the disciplinary process.

If a complaint is filed with the judicial officer, it is important to remember that the accused student is being charged with violating a university rule or regulation; therefore, the university is ultimately responsible for initiating charges, imposing sanctions if the charged student chooses to admit the violation, implementing the hearing process, and determining sanctions following a finding of responsibility.

Although a complainant’s input may be sought during the disciplinary process, the
ultimate disposition of the case rests with the university. If a complainant withdraws their complaint during the course of the disciplinary proceeding, the university reserves the right to proceed with the case on the basis of evidence other than the testimony of the complainant.

During the course of a disciplinary proceeding, a victim of an alleged violent criminal offense or nonforcible sex has the right to meet with the judicial officer to discuss the disciplinary process, and to make an impact statement, either in person or in writing, to the hearing officer or Student Conduct Committee for consideration during the sanctioning phase. The complainant further has those rights outlined in Procedures for Violations with a Student Complainant.

V. Evidence and Burden of Proof

Except as otherwise provided, the university bears the burden of proof by a preponderance of the evidence. Preponderance of the evidence means proof which leads a reasonable person to find that the fact in issue is more probable than not. It is evidence that is of greater weight or more convincing than the evidence offered in opposition to it. The rules of evidence do not apply in any hearing nor are the proceedings to be conducted as judicial trials; however, care shall be taken to comply with the intent of the procedural safeguards provided by these rules. All hearings are closed to the public.

VI. Confidentiality Standards

All hearings and records pertaining to such will be considered educational records and will be treated as designated by current law. This means there will be no disclosure of file contents outside of the university without the written permission of the student, unless a legal exception exists. Disclosure within the university will be limited to those employees having legitimate need of the information to conduct university business. Disclosure to victims of violent crimes and nonforcible sex offenses will be handled according to current law. Hearings will be closed to the public.

VII. Penalties

Admonition: is a warning.

Conduct Probation: is for a specified period of time and requires that a second offense will result in disciplinary probation or suspension.

Disciplinary Probation: is for a specified period of time and may carry with it other
conditions to be met (e.g., restriction of participation in extracurricular activities, holding student office, pledging or joining campus organizations).

**Special Action:** is a sanction designed to enhance the educational intent of the disciplinary process. Examples of sanctions include the requirement of a special program or class (the cost of this program will be paid by the student), removal from university housing, payment of damages, extracurricular activity restrictions, community service, educational sanctions, counseling referrals, removal from any class or program, or restrictions on enrollment in any class or program.

**Suspension of an Individual:** is a bar from attending the university for a specific period of time and begins at 5 p.m. on the first business day following the date of the decision of the hearing officer or board considering the case. A suspension also carries with it the following conditions:

A. The charged student must remain off the campus during the period of suspension, except when summoned by an administrator of the university or when an appointment with an official has been arranged in advance.

B. A student under suspension may not live or board in university facilities.

**Suspension of a Student Organization:** is loss of university recognition for a specified period of time as outlined in Student Organization Formation and Recognition (F–14). Student organizations are required to cease all activities during the specified period. Student organizations that continue to function during the suspension will be considered in violation of their suspension. Special Actions may also be attached to the suspension to enhance the educational intent of the disciplinary process. Suspended student organizations must submit a new application as an organization at the end of the suspension period.

**Expulsion:** is a permanent bar from attending the university whereby the student is not eligible for readmission to this university and begins at 5 p.m. on the first business day following the decision of the hearing officer or board considering the case. An expelled student's status will also carry the following conditions:

C. The expelled student must remain off the campus, except when summoned by an administrator of the university or when an appointment with an official has been arranged in advance.

D. A student under expulsion may not live or board in university facilities.
Debarment: is equivalent to suspension from the university applied to persons not currently registered at the time the penalty is imposed.

Interim Suspension: The judicial officer may, with the approval of the vice president of university affairs, suspend a student for an interim period pending disciplinary proceedings when there is evidence that the continued presence of the student on the university campus poses a substantial threat of harm or bodily injury, damage to property, or threat to the stability and continuance of normal university functions. The judicial officer may provide for the interim suspension to become immediately effective without prior notice to the student. However, the judicial officer shall provide notice to the student at the first reasonable opportunity.

The judicial officer shall inform the student that he/she is entitled to a hearing to be held within five (5) university business days from the effective date of the interim suspension. If the student desires, a preliminary hearing, either formal or informal, shall then be held on the following issues only:

E. the reliability of the information concerning the student's conduct, including the matter of his/her identity;

F. whether the conduct and surrounding circumstances reasonably indicate that the continued presence of the student on the university campus poses a substantial threat of harm or bodily injury, damage to property, or threat to the stability and continuance of normal university functions.

If the judicial officer or committee finds the information concerning the charged student's conduct is unreliable or that the charged student has been misidentified, charges may be dismissed. If the judicial officer or committee finds that allowing the charged student to remain on campus poses no threat or disruption, the student may be allowed to remain on campus pending the completion of the hearing process.

VIII. Residence Hall Policy Violation Procedures

The hall director shall receive the report of any alleged infraction of residence hall policy and the Student Conduct Code that occurs in a residence hall. Alleged residence hall policy infractions shall be adjudicated by residence hall hearing procedures. Student Conduct Code violations shall be referred to the judicial officer in the Office of Student Rights and Responsibilities.

In the event of multiple infractions involving both Residence Hall policy and the Student Conduct Code, each infraction shall be heard separately by the appropriate
hearing officer. In Residence Hall policy violation cases, the hall director shall notify the charged student, through a university-recognized medium, of a hearing to adjudicate the alleged infraction. Failure by the charged student to have his/her current local address on record with the university or to access notifications transmitted through a university-recognized medium shall not invalidate the notice. The notice shall include the date of the alleged violation and the specific provision of the Residence Hall policy in question. The hall director shall make every effort for the hall hearing to be held within five (5) working days of the alleged infraction.

The hall director will provide the charged student a copy of the discipline report relative to the case, which will include the name(s) of the individual(s) making the charge and potential witnesses. The charged student will also be presented with the option of having the hall director informally resolve the incident or having the case heard before the Residence Hall Judicial Board. The hall director shall also have the right to refer the case to the Residence Hall Judicial Board.

A. Informal Disposition for Residence Hall Policy Violations

1. Hearing Procedures

If the charged student selects an informal hearing, the discipline report shall serve as evidence of the infraction. The hall director shall serve as the official initiating the charge of misconduct, serve as hearing officer, make a determination and impose any sanction. In the event the charged student does not appear for the initial hearing with the hall director, the charged student shall be notified again of a new hearing within two (2) working days. If the charged student fails to appear for the newly scheduled hearing, the hall director shall refer the case to the Residence Hall Judicial Board for a hearing on the original charge and an additional charge of failure to comply with the directions of a university official.

2. Right of Appeal

The charged student may appeal the decision of the hall director to the judicial officer who has final authority in the matter. The student must file the appeal within three (3) working days of the hall director's decision. Grounds for an appeal are limited to procedural irregularities. The student must file the signed and dated written appeal in the Office of Student Rights and Responsibilities no later than 5 p.m. on the day of the deadline. The written appeal must contain the charged student's university identification number, date of the disciplinary action being appealed, the nature of the
charges, the grounds which merit an appeal, and any extenuating circumstances the charged student wishes to have considered. The judicial officer shall review the full record of the case and the appeal documents and may affirm, reverse or remand the case for further proceedings and shall notify, through a university-recognized medium, the charged student and the Residence Life Department of the decision on the appeal.

3. Status During Appeal

When an appeal is filed within the required time, the terms of the sanction are not enforced pending final determination of the appeal. In the event the sanction is upheld, any final disciplinary action imposed shall be effective from the date of the final appellate authority decision.

4. Record of Hearing

The hearing record shall be maintained by the Residence Life Department according to the university's retention schedule. For the purpose of appeal, the record shall be accessible at reasonable times and places to both the appropriate university officials and the student charged. The record may be stored electronically and shall include the content of the originating report of misconduct, the findings of and sanctions imposed by the hall director and any additional documentation generated through an appeal.

B. Formal Disposition for Residence Hall Policy Violations

1. Hearing Procedures

If the charged student elects to have the case heard before the Judicial Board, or the case is referred to the Judicial Board by the hall director, the chair of the Judicial Board shall notify the charged student of the hearing date to be scheduled within five (5) working days.

The Judicial Board chair shall provide notice of the hearing through a university-recognized medium. Failure by the charged student to have his/her current local address on record with the university or to access notifications transmitted through a university-recognized medium shall not invalidate the notice. The notice shall set forth the date, time, and place of the alleged infraction, the conduct in question, and the date, time and place of the hearing before the Judicial Board. The charged student shall also be informed that an advisor may accompany the charged student to the hearing. If the charged student fails to appear at the scheduled time, the charged
student shall be notified of a new hearing date within two (2) working days. If the charged student fails to appear for the newly scheduled hearing, the case shall be referred to the judicial officer for a hearing on the original charge and an additional charge of violation of the Student Conduct Code for failure to comply with the directions of a university official. If the charged student has been referred to the Judicial Board because of failure to appear for informal hall director hearings, the charged student will receive no second notice and the hearing will proceed without the student being present. The findings of and any sanction imposed by the Judicial Board will be provided to the student through a university-recognized medium.

The judicial board chair shall preside at the hearing, ascertain the presence or absence of the student charged with misconduct, read the notice of the hearing and the charges, and establish the presence of any advisor of the charged student. The charged student may make a statement to the board at this time. Witnesses for either the university or the charged student may be questioned by both the board members and the charged student. The student's advisor may advise the charged student, but may not participate in the hearing by questioning witnesses or addressing the board. At the conclusion of the questioning, the board shall then make its findings and determinations in closed session out of the presence of the charged student. The board shall promptly consider the case on its merits, make its findings and inform the charged student and the student's hall director within two (2) working days of the findings and any sanction to be imposed.

2. **Right of Appeal**

The decision of the Judicial Board may be appealed in writing within three (3) working days to the judicial officer who has final authority over the matter. Grounds for an appeal are limited to procedural irregularities. The student must file a signed and dated written appeal in the Office of Student Rights and Responsibilities no later than 5 p.m. on the day of the deadline. The written appeal must contain the charged student's university identification number, date of the disciplinary action being appealed, the nature of the charges, the grounds which merit an appeal, and any extenuating circumstances the charged student wishes to have considered. The judicial officer shall review the full record of the case and the appeal documents and may affirm, reverse or remand the case for further proceedings and shall notify, through a university-recognized medium, the charged student and the hall director of the decision on the appeal.
3. **Status During Appeal**

When an appeal is filed within the required time, the terms of the sanction are not enforced pending final determination of the appeal. In the event the sanction is upheld, any final disciplinary action imposed shall be effective from the date of the final appellate authority decision.

4. **Record of Hearing**

The hearing record shall be maintained by the Residence Life Department according to the university's retention schedule. For the purpose of appeal, the record shall be accessible at reasonable times and places to both the university and the student charged. The record may be stored electronically and shall include the content of the originating report of misconduct, the findings of and sanctions imposed by the Residence Hall Judicial Board and any additional documentation generated through an appeal.

IX. **Student Conduct Code Violation Procedures**

The Office of Student Rights and Responsibilities shall receive the report of any alleged violation of the Student Conduct Code. Reports of alleged violations may be received from any person having knowledge of the incident.

**Notice:**

The Office of Student Rights and Responsibilities shall notify the charged student, through a university-recognized medium, of the necessity of a hearing to adjudicate the alleged violation. The notice shall include the date of the alleged violation and the specific provision of the Student Conduct Code in question.

Failure by the charged student to have his/her current local address on record with the university or to access notifications transmitted through a university-recognized medium shall not invalidate the notice.

The charged student shall contact the office of the judicial officer concerning the scheduling of an appointment within five (5) working days. The charged student shall be informed that an advisor may be present to provide counsel to the charged student and if an attorney is chosen as an advisor, the student must provide this information when scheduling the initial meeting to allow the university's attorney to also be present.

The judicial officer will provide the charged student a copy of the incident report.
which will include the name(s) of the individual(s) making the charge and potential witnesses.

The charged student will also be presented with the option of having the judicial officer informally resolve the incident or having the case heard before the Student Conduct Committee. The judicial officer shall also have the right to refer the case to the Student Conduct Committee. Cases where expulsion could be considered a sanction will automatically be referred to the Student Conduct Committee.

A. Informal Disposition for Student Conduct Code Violations

1. Hearing/Finding Procedure

If the charged student selects an informal hearing, the incident report shall serve as evidence of the violation. The judicial officer shall serve as the official who initiates the charge of misconduct, serve as hearing officer, make a determination and impose any sanction. The charged student's advisor may advise the charged student but may not participate in the hearing, for example by asking questions or addressing the judicial officer.

In the event the charged student does not appear for the initial hearing scheduled with the judicial officer, the charged student shall be sent a second notice within two (2) working days. If the charged student does not respond to the second notice, the charged student’s case may be considered and a final decision determined in the absence of the student and/or a bar placed on all university files and accounts preventing the conduct of university business until the charged student appears before the judicial officer for disposition of the case.

2. Right of Appeal

The written appeal must be submitted according to one of the following procedures within 5 working days of the judicial officer’s decision.

A student must remain off campus until his/her appeal is accepted by the proper authority and permission is granted to continue to reside on campus and/or to attend classes until the completion of the appeal process.

a. Sanction of Suspension or Expulsion
There are two (2) appeal options for the sanctions of suspension or expulsion. A student may appeal either the finding/decision OR the sanction.

**Appeal of the Finding**

The determination of the judicial officer of a student's responsibility in a case that results in a sanction of suspension or expulsion may be appealed to the Student Conduct Committee by requesting a formal hearing. The student must file the signed and dated written appeal in the committee chair's office no later than 5 p.m. the day of the deadline. The written appeal must contain: the charged student's university identification number, date of the disciplinary action being appealed, the nature of the charges, a specific request to have the case reheard before the committee, and a request(s) to continue to reside on campus and/or attend classes during the appeal process. See the following section, B. Formal Dispositions for Student Conduct Code Violations, for formal hearing procedural details.

**Appeal of the Sanction**

The charged student may accept the finding of responsibility and appeal the judicial officer’s sanction of suspension or expulsion to the vice president for university affairs. The signed and dated written appeal must be filed in the vice president's office no later than 5 p.m. the day of the deadline. The written appeal must contain: the charged student's university identification number, date of the disciplinary action being appealed, the nature of the charges, the grounds which merit an appeal, any extenuating circumstances the charged student wishes to have considered and a request(s) to continue to reside on campus and/or attend classes during the appeal process.

The vice president may assign the appeal to the dean of student affairs. In this case, the dean of student affairs will serve as the final level of appeal.
b. **Sanctions other than Suspension or Expulsion**

The charged student may appeal the decision of the judicial officer to the Student Conduct Committee who has final authority in the matter, within five (5) working days of the judicial officer's decision. Grounds for an appeal are limited to the following: procedural irregularities severe enough to have denied the student a fair hearing; lack of clear and convincing evidence to support the hearing outcome; new information pertinent to the case that was unknown to the student at the time of the hearing; or an excessive or inappropriate sanction. The student must file the signed and dated written appeal in the office of the Student Conduct Committee chair no later than 5 p.m. the day of the deadline. The written appeal must contain the charged student's university identification number, date of the disciplinary action being appealed, the nature of the charges, the grounds which merit an appeal, and any extenuating circumstances the charged student wishes to have considered. Upon filing, the chair will provide the charged student with a list of the faculty/staff and student pool members of the Student Conduct Committee and allow the charged student to make one (1) strike of any one (1) member of the ten (10) pool members. The committee shall review the full record of the case and the appeal documents and may affirm, modify, reverse or remand the case findings or sanctions for further proceedings and shall notify, through a university-recognized medium, the charged student and the judicial officer of the decision on the appeal.

3. **Status During Appeal**

In cases of suspension or expulsion where an appeal is filed within the required time, a charged student may petition the appropriate appeal officer, either the conduct committee chair, or the vice president for university affairs or designee, in writing for permission to continue to reside on campus and/or attend classes pending final determination of the appeal. The officer may permit either of these requests under such conditions as may be designated pending completion of appellate procedures, provided such continuance will not seriously disrupt the university or constitute a danger to the health, safety or welfare of the university community.

In cases of sanctions other than suspension or expulsion, where an appeal is
filed within the required time, the terms of the sanction are not enforced pending final determination of the appeal. In the event a sanction is upheld, any final disciplinary action imposed shall be effective from the date of the final appellate authority decision.

4. **Record of Hearing**

The hearing record shall be maintained by the Office of Student Rights and Responsibilities according to the university's retention schedule. For the purpose of appeal, the record shall be accessible at reasonable times and places to both the appropriate university officials and the student charged. The record may be stored electronically and shall include the content of the originating report of misconduct, the findings of and sanctions imposed by the judicial officer and any additional documentation generated through an appeal.

B. **Formal Dispositions for Student Conduct Code Violations**

1. **Procedures for Violations Without a Student Complainant**

   a. If the charged student elects to have the case heard before the Student Conduct Committee, or the case is referred to the Committee by the judicial officer, the judicial officer will immediately provide the charged student with a list of the faculty/staff and student pool members of the Student Conduct Committee. The charged student will be allowed to make one (1) strike of any one (1) member of the ten (10) pool members. This information will be forwarded to the chair of the committee, who shall notify the charged student of the hearing date to be scheduled within ten (10) working days of the election. Formal hearings will be scheduled as quickly as reasonably possible. Formal hearings generally will not be scheduled when classes are not in session or during dead week or finals week.

   b. The Student Conduct Committee chair shall provide notice of the hearing, transmitted either through a university-recognized medium or personal delivery to the charged student. The notice shall set forth the date, time and place of the alleged violation, the conduct in question, and the date, time and place of the hearing before the Student Conduct Committee. The charged student shall also be informed that an advisor may accompany the charged student to the hearing and if an attorney is chosen as an advisor, the student must provide this information when scheduling the initial meeting to allow the university's attorney to also
be present. Failure by the charged student to have his/her current local address on record with the university or to access notifications transmitted through a university-recognized medium shall not invalidate the notice. The notice shall be given at least five (5) consecutive calendar days prior to the hearing, unless a shorter or longer time is fixed by the chair for good cause. If the charged student fails to appear at the scheduled time, the charged student shall be informed of a new hearing date. Any request for continuance shall be made in writing to the chair, who shall have the authority to continue the hearing if it is determined the request is timely and for good cause.

If a new hearing must be set for either the failure of the charged student to show or for a continuance, the chair shall notify the judicial officer and the charged student of the new date for the hearing. Failure to appear for the newly scheduled hearing may result in the charged student’s case being considered and a final decision determined by the committee in the absence of the student and/or the judicial officer being instructed to place a bar on all university files and accounts preventing the conduct of university business until the charged student appears for disposition of the case in compliance with these rules.

c.—The Student Conduct Committee chair, or designated temporary chair, shall preside at the hearing, ascertain the presence or absence of the student charged with misconduct, read the notice of the hearing and the charges and verify the receipt of notices of charges by the charged student, report any continuances requested or granted, establish the presence of any advisor or counselor of the charged student and call the attention of both the charged student and any advisor to any special or extraordinary procedures to be employed during the hearing.

d.—The judicial officer and the charged student shall make opening remarks outlining the general nature of the case and the types of evidence to be presented. The charged student's advisor may advise the charged student, but may not participate in the hearing, for example by questioning witnesses or addressing the committee.

e.—The parties may summon and cross-examine witnesses, produce evidence, address the committee, and inspect and copy the committee's findings and determinations. Each party shall have the right to testify. However, the charged student may not be required to testify. Any person testifying shall be subject to cross-examination. The charged
student shall be afforded an opportunity to obtain necessary witnesses and documentary or other evidence, and the university shall assist in securing the cooperation of witnesses and make available any necessary documents and other evidence within its control.

2. Procedures for Violations with a Student Complainant

a. Investigation: In the case of an alleged violation with a student complainant, the Director of Student Rights and Responsibilities, or their designee, investigates the complaint, not as a representative of the complainant, but as an impartial party.

The investigator will interview the complainant and other persons who may have pertinent factual information related to the complaint. The investigator will also meet with the charged student, provide them with a copy of the complaint and give them an opportunity to respond. The charged student may, but is not required to, submit a written response to the allegations in the time prescribed by the investigator.

The investigator may also gather and examine documents relevant to the complaint and may consult with appropriate personnel for advice and guidance as applicable.

Case complexity will vary and the length of the investigation will depend on case circumstances; however, the investigation will normally conclude within 20 business days. It is incumbent upon the investigating official to document a reasonable justification for extending an investigation beyond 20 business days.

The university reserves the right to take any action as may be reasonably appropriate upon receipt of a complaint to protect the complainant or university community pending outcome of the investigation.

b. Report of Findings and Recommendations: The investigator is responsible for preparing a report responding to each allegation that the complainant has made. This report should include a brief overview of the investigative process including the category and number of individuals interviewed (excluding names), timelines, and a summary of each allegation. In addition, this report should describe the investigator’s findings and recommendations relative to each allegation.
The investigator will submit this report to the assistant dean of student affairs for support services (assistant dean), or designee, with copies provided to the Title IX and/or ADA coordinator, if applicable.

Within five (5) days of the conclusion of the investigation, the assistant dean shall review the findings and recommendations of the investigator and take such action deemed appropriate, communicating the findings to both the charged student and the complainant to the extent allowed by law, with copies to the Title IX or ADA coordinator, if applicable.

e. Appeal Process: If the decision of the assistant dean is not satisfactory to the complainant or the charged student, that individual has five (5) business days in which to request a formal hearing before the Student Conduct Committee (committee). This request will be considered an appeal and must be made in writing to the chair of the Student Conduct Committee.

If the charges are deemed serious enough to require suspension, expulsion or removal from campus housing, the charged student may be removed from class or the residence halls pending final disposition of the appeal.

The committee will hear the appeal generally utilizing the same hearing process outlined for formal hearings without a student complainant.

The following procedures outline the conduct of the Student Conduct Committee appeal hearing:

i. Summary of investigation and findings by the director of student rights and responsibilities or designee

ii. Opening statement by complainant (5 minutes)

iii. Opening statement by charged student (5 minutes)

iv. Presentation evidence and/or witnesses by complainant

v. Presentation evidence and/or witnesses by charged student

vi. Closing statement by charged student (5 minutes)

vii. Closing statement by complainant (5 minutes)

The burden will be on the complainant to prove by a preponderance of the evidence that the charged student is responsible for the charges against them. Cross examination of the witnesses is allowed by both parties. In cases of alleged sexual
harassment/assault, the parties shall not be permitted to directly question each other. The conduct committee is permitted to question the parties and/or witnesses at any time during the proceeding.

Hearings are closed to the public. The general counsel may be consulted in procedural matters of the conduct committee and may be present at meetings. All information presented in the hearing is confidential and restricted to only those who have an absolute need to know.

In addition to the procedures outlined elsewhere, the following will also apply:

i. Both the charged student and the complainant will receive the notice of the hearing.

ii. Both the charged student and the complainant will have the opportunity to exclude/strike one member of the Student Conduct Committee from participation in the hearing. This selection must be made prior to the hearing.

iii. Both the charged student and the complainant have the right to have an advisor present.

iv. Both the charged student and the complainant may ask for a continuance.

v. Both the charged student and the complainant will have the same opportunity to obtain witnesses and evidence and have the assistance of the university as described.

vi. Both the charged student and the complainant will have the right to testify or refuse to testify.

vii. Both the charged student and the complainant will have the opportunity to cross-examine all witnesses and are subject to cross-examination if choosing to give testimony. An intercom or other remote audio or video device may be used in hearings to allow a complainant to testify and respond to questions and cross-examinations without face-to-face contact with the charged student.

viii. Both the charged student and the complainant will have the ability to submit a written response to the charges.

The Student Conduct Committee shall promptly consider the appeal on its merits, summarize its findings and make a
3. **Scope of the Committee**

The Student Conduct Committee may:

a. permit a stipulation of facts by the judicial officer and the charged student involved;

b. permit the incorporation in the record by a reference to any document, affidavit or other thing produced and desired to be incorporated in the record by the university or the charged student;

c. question witnesses or other evidence introduced by either the university or the charged student;

d. hear from the judicial officer about dispositions made in similar cases and any dispositions offered to the charged student appearing before the committee;

e. call additional witnesses or require additional investigation;

f. dismiss, amend or add any action or charges or permit informal disposition upon request of the charged student;

g. bring charges against additional students as a result of the evidence presented in a hearing;

h. dismiss any person from the hearing who interferes with or obstructs the hearing or fails to abide by the rulings of the chair of the committee.

i. In cases involving more than one student, which arise out of the same transaction or occurrence, the committee may hear the cases together,
but shall make separate findings and determinations for each charged student.

4. **Determinations and Official Report of the Student Conduct Committee**

The Student Conduct Committee shall make its findings and determinations in closed session, out of the presence of the judicial officer and the parties. Separate findings are to be made as to the conduct of the charged student and the recommended sanction, if any, to be imposed. No sanction shall be imposed on the charged student unless a majority of the committee present is reasonably convinced by the evidence that the charged student has committed a violation and should therefore be sanctioned by the university. The committee shall promptly consider the case on its merits and inform the charged student and the judicial officer within two (2) working days of the findings and any sanctions to be imposed.

5. **Other Procedural Questions**

Procedural questions which arise during the hearing not covered by these general rules shall be determined by the chair, whose ruling shall be final unless the chair shall present the question to the committee at the request of a member of the committee, in which event the ruling of the committee by majority vote shall be final.

6. **General Rules of Decorum**

All requests to address the committee shall be addressed to the chair. The chair shall rule on all requests and may consult with the committee's legal counsel prior to any ruling. The chair's ruling shall be final and all participants shall abide thereby, unless the chair shall present the question to the committee, in which event the ruling of the committee by majority vote shall be final.

The committee's sessions shall be conducted in a manner consistent with the ascertainment of the truth and the orderly process of justice. Each person in attendance shall therefore exhibit proper dignity, courtesy, and respect.

7. **Right of Appeal**

For cases without a student complainant, a charged student may appeal the decision of the Student Conduct Committee to the vice president for university affairs within five (5) working days of the committee's notice.
Grounds for an appeal are limited to the following: procedural irregularities severe enough to have denied the student a fair hearing; lack of clear and convincing evidence to support the hearing outcome; new information pertinent to the case that was unknown to the student at the time of the hearing; or an excessive or inappropriate sanction. In cases of suspension or expulsion, a student must remain off campus until his/her appeal is accepted by the vice president for university affairs or designee and permission is granted to continue to reside on campus and/or to attend classes until the completion of the appeal process.

The student must file a signed and dated written appeal in office of the vice president for university affairs no later than 5 p.m. on the day of the deadline. The written appeal must contain the charged student's university identification number, date of the disciplinary action being appealed, the nature of the charges, the grounds which merit an appeal, any extenuating circumstances the charged student wishes to have considered, and, in cases of suspension or expulsion, a request(s) to continue to reside on campus and/or attend classes during the appeal process. The vice president shall review the full record of the case and the appeal documents and may affirm, reverse or remand the case for further proceedings and shall notify the charged student, the conduct committee chair, and the judicial officer of the decision on the appeal. The vice president may assign the appeal to the dean of student affairs. In this case, the dean of student affairs will serve as the final level of appeal.

8. Status During Appeal

In cases of suspension or expulsion where an appeal is filed within the required time, a charged student may petition the vice president for university affairs in writing for permission to continue to reside on campus and/or attend classes pending final determination of the appeal. The vice president for university affairs, or their designee, may permit either or both of these requests under such conditions as may be designated pending completion of appellate procedures provided such continuance will not seriously disrupt the university or constitute a danger to the health, safety or welfare of the university community. In cases of other sanctions where an appeal is filed within the required time, the terms of the sanction are not enforced pending final determination of the appeal. In the event the sanction is upheld, any final disciplinary action imposed shall be effective from the date of the final appellate authority decision.
9. **Record of Hearing**

The university shall maintain a video or audio record of the hearing before the Student Conduct Committee. The hearing record shall be maintained according to the university’s retention schedule. The notice, exhibits, video or audio record, the findings and sanctions of the committee shall become the hearing record and shall be filed in the Office of Student Rights and Responsibilities. The hearing record may be stored electronically in part or in whole. For the purpose of appeal, the record shall be accessible at reasonable times and places to both the appropriate university officials and the student charged.

X. **Cross Reference:** Student Code of Conduct (10.4)

**Responsible for Implementation:** Vice President for University Affairs

**Contact for Revision:** Dean of Student Affairs

**Forms:** None

**Board Committee Assignment:** Academic and Student Affairs
Student Organization Risk Management Training

Original Implementation: October 30, 2007

Last Revision: October 18, 2010 October 21, 2013

At least once during each academic year, Stephen F. Austin State University shall provide a risk management training program at least once during each academic year for four members and an advisor of each student organization registered with the office of Student Engagement Programs at the institution. It is the policy of the university that each student organization registered with the university meeting the definition below must have representatives attend the annual risk management program. The registered advisor(s) of these organizations must attend this training no less than once every three years.

Four members of each

For the purposes of this policy:

Organizations required to have representatives attend the program are:

All student organizations registered through Student Affairs Programs are required to attend the training program at least once during the time(s) it is presented during the fall semester.

All newly registered student organizations within their first 30 business days of being recognized by Student Affairs Programs.

Included in the four members required to attend the program are: The organization’s president and vice president, or their equivalents, as listed on the organization’s registration with Student Engagement Programs, must be among the four members attending. Additionally, if an organization has officer positions equivalent to a risk management officer and/or a new member officer, these officers must also attend the program. If the organization does not have officers with the specific titles listed, the leaders named, they are required to send the four highest ranking leaders of their organization to attend the training.

Newly registered student organizations must have four appropriate members receive this training within the first 30 business days following its initial registration.

The listed advisor(s) of each registered student organization must also attend this training program at least once every three years. For the purposes of this policy an advisor is defined as a Definition and requirements for persons serving as an advisor(s):

"Advisor" means a person who:

1. serves in an advisory capacity to a student organization to provide guidance to the organization and its members;
2. is older than 21 years of age; and
3. is not an enrolled undergraduate student at Stephen F. Austin State University.

An advisor must attend a risk management program at least once every three years, or whenever mandated advisor training is provided.

The content of the risk management program will include topic areas mandated by the Texas Education Code, as well as topical areas deemed relevant by the university, to include:

1. possession and use of alcoholic beverages and illegal drugs, including penalties that may be imposed for possession or use;
2. hazing;
3. sexual abuse and harassment;
4. fire and other safety issues, including the possession and use of a firearm or other weapon or of an explosive device;
5. travel to a destination outside the area in which the institution is located;
6. behavior at parties and other events held by a student organization;
7. adoption by a student organization of a risk management policy; and
8. issues regarding persons with disabilities, including a review of applicable requirements of federal and state law, and any related policies of the institution, for providing reasonable accommodations and modifications to address the needs of students with disabilities, including access to the activities of the student organization.

The university may require Stephen F. Austin State University shall take attendance at the risk management training and may impose reasonable sanctions on any organization failing to meet the requirements of this policy which is required to send members and advisors to attend the program and fails to attend.

The student organization must provide Student Affairs Programs with a current copy of the risk management policy adopted by their student organization.


Responsible for Implementation: Vice President for University Affairs

Contact for Revision: Director of Student Engagement Affairs

Forms: None

Board Committee Assignment: Academic and Student Affairs
**Time-Clock POLICY TO BE DELETED**

**Original Implementation:** October 14, 1997  
**Last Revision:** July 17, 2012

Each employee is required to have a record of hours worked. In departments using time clocks or the web-based time keeping system, the following regulations will apply:

1. Employees are required to clock in prior to their assigned start time, and must clock out when they go off duty.
2. Employees are required to clock out any time they leave the work site for any reason other than assigned work duties.
3. Employees must clock in and out at their designated duty station.
4. Unless permission to do otherwise is authorized in writing by the employee's supervisor, no employee may clock in more than 5 minutes prior to, or 5 minutes after, the start of their shift. Employees may not clock out more than 5 minutes prior to, or 5 minutes following the end of their work time.
5. Clocking in within the time-frame specified in item three, will be calculated as an on-time report for duty.
6. Depending on the department procedures, time recorded will be the work-time paid or employees will be paid from time sheets verified by actual recorded times. Any adjustments to the recorded time must be approved by the employee's supervisor. Managers will be accountable to their department head for any manual changes submitted.
7. Unless a department is utilizing a system with an automatic lunch deduction, employees must clock out for their designated lunch time. All employees are free to leave the university premises during lunch.
8. Employees should not clock out for designated break times and must stay in the assigned work area during the break.
9. Employees who have worked time in excess of 40 hours per week will be paid time and a half (or accrue comp-time at that rate) for all time exceeding 40 hours.
10. Except in emergency circumstances, prior permission to work overtime should be approved in writing by the department manager.

Violations of this policy may result in disciplinary actions; including oral or written warnings, suspension without pay and/or termination. Under no circumstance may one employee clock in or out for another employee. Any employee participating in this type of violation will face immediate termination.
Cross Reference: None

Responsible for Implementation: Vice President for Finance and Administration

Contact For Revision: Director of Human Resources

Forms: None

Board Committee Assignment: Academic and Student Affairs
Time Reporting / Timekeeping System for Non-Exempt Employees

Original Implementation: Unpublished
Last Revision: July 19, 2011 / October 21, 2013

This policy pertains to the reporting of hours worked and leave taken by non-exempt employees, including student employees. Non-exempt refers to employees who are not exempt from the Fair Labor Standards Act.

Official time records are to be maintained for all non-exempt employees via the TimeClockPlus university’s electronic timekeeping system. When an employee does not have access to enter time through the electronic timekeeping system, time must be recorded and sent to the Payroll Department in a method established and by the due dates set by the Payroll Department.

It is the supervisor’s responsibility to instruct the employee on how and when to enter time worked and leave taken into the TimeClockPlus system. It is the employee’s responsibility to enter time worked and leave taken accurately and per the supervisor’s instructions. Under no circumstance may one employee clock in or out for another employee. Any employee participating in this type of violation will face disciplinary action.

An employee is subject to disciplinary action, including termination, for any fraudulent time entered or failure to enter leave taken. It is the supervisor’s responsibility to verify and electronically certify through the approval process that entries accurately reflect time worked and leave taken for the applicable period. Supervisors may delegate the responsibility to approve and verify time in the university’s electronic timekeeping system, but under no circumstance should an employee approve his or her own time. All entries and approvals must be completed by the due dates established by the Payroll Department. Instructional information about TimeClockPlus the university’s electronic timekeeping system shall be posted on the Payroll Department website.

The work week begins at 12:01 a.m. on Saturday and ends at 12 midnight on Friday. Compensatory time and overtime are calculated based on the university workweek and in accordance with the Fair Labor Standards Act. See Overtime and Additional Compensation (12.14). Compensatory time, vacation leave, and sick leave may not be used prior to earning (or accruing) the leave.

Student Employees

Student employees are limited to 20 hours per week on combined Stephen F. Austin State University jobs, unless prior approval is obtained from the provost and vice president for academic affairs, and then may not exceed 40 hours per week under any circumstances. The 20
hour limit is not applicable during summers. The Departmental Approval to Work More Than 20 Hours form must be completed and submitted to the Office of Human Resources.

Cross Reference: Overtime and Additional Compensation (12.14)

Responsible for Implementation: Vice President for Finance and Administration

Contact for Revision: Controller

Forms: Departmental Approval to Work More Than 20 Hours

Board Committee Assignment: Academic and Student Affairs
Timely Warning Policy

Original Implementation: October 30, 2007
Last Revision: October 18, 2010 October 21, 2013

A Campus Crime Alert/Timely Warning (A/TW) is designed to provide students, faculty and staff with timely notification of significant events crimes that represent a serious and/or continuing threat to the campus community and heighten awareness. The alert issued relative to a may provide pertinent information related to a crime and/or suspect (described below in the Timely Warning Procedure section) and may seek information that will help lead to the arrest and conviction of an offender.

Timely Warning Procedure

The Stephen F. Austin State University Police Department (SFAPD UPD) is responsible for determining if an emergency exists, then preparing and issuing Alerts/Timely Warnings. As no two incidents are alike, the decision to issue an A/TW will be made on a case-by-case basis, considering the facts surrounding an event/crime or emergency and the perceived continuing danger to the campus community. Upon learning of an incident that could potentially require issuing activation of an alert, the UPD supervisor on duty will brief the chief or assistant chief of police, who will make a determination regarding issuance of an A/TW. Should the chief and assistant chief be unavailable, the supervisor on duty should brief an available lieutenant who will make the issuance decision. Should contact not be possible with any of the police officials described above, the vice president for university affairs may be contacted to make the issuance decision. An A/TW may be delayed if law enforcement officials determine that such an alert would risk or compromise law enforcement efforts to deal with the emergency or rescue a victim.

Information that may require an A/TW may also originate with other law enforcement agencies or other law enforcement officers other than UPD that may require an A/TW. Such information may indicate an incident has occurred, or is likely to occur, there is an incident or potential incident that represents a serious or continuing threat to campus safety. When notified by these external agencies, the decision to issue an A/TW in this case will be made in the same process described above.

Information included in Campus Crime Alerts will include the following, at minimum, unless it is determined by law enforcement that such information would compromise law enforcement efforts to deal with the emergency or rescue a victim:

1. A concise description of the incident and type of crime, including location, date and time of occurrence
2. A physical description of the suspect, including gender and race
3. Composite drawing of the suspect, or photograph, if available
4. Apparent connection to previous incidents, if applicable
5. Race of the victim, but only if there was/were an apparent bias motive
6. Sex of the victim, if relevant
7. Injury sustained by the victim
8. Date and time the campus alert was released
9. A notice to the campus community to exercise caution

The name of the victim is confidential and will not be released in Campus Crime Alerts.

Alerts/Timely Warnings may be delivered using one or more of the following means:

1. Outdoor alert system
2. Mobile alert system (*JackAlert Emergency Notification System*)
3. E-mail to students’ and employees’ campus e-mail accounts
4. Web page banners on all pages hosted on the primary SFA Web server, linked to the campus alert Web site

Information included for a severe weather or significant emergency A/TW will include the following:

1. Type of weather event or emergency
2. Safety precautions persons should take

Alternative methods for distributing Campus Crime Alerts/Timely Warnings may include, but are not limited to, media releases, campus newspaper, flyers posted in university buildings and phone message boards.

Any or all methods may be activated depending on the emergency and its circumstances.

Cancellation Procedure

When the incident causing the A/TW to be issued no longer poses an imminent threat to the campus community, the alert may be terminated by the chief of police or the assistant chief. Should these positions be unavailable, the alert may be terminated by an available lieutenant or the vice president of university affairs. Upon termination of an alert, an “All Clear” message will be transmitted to the campus community.

Responsible for Implementation: Vice President for University Affairs

Contact for Revision: Chief of University Police

Forms: None

Board Committee Assignment: Academic and Student Affairs
Training and Certification of University Vehicle Operators

Original Implementation: May 4, 1983
Last Revision: October 18, 2010, October 21, 2013

1. For the purpose of this policy, the following definitions shall apply.
   a. “Operate” means to be in actual physical control of a motor vehicle upon a highway.
   b. “Highway” means the entire width between property lines of any road, street, way, thoroughfare, or bridge in this state not privately owned or controlled, when any part thereof is open to the public for vehicular traffic and over which the state has legislative jurisdiction under its police power.
   c. “University” means Stephen F. Austin State University.
   d. “Approved Driver Certificate” means a certificate issued by the university based on prescribed training, demonstrated proficiency and satisfactory driving record.
   e. A “hazardous traffic violation” means any act committed in connection with the operation of a motor vehicle on a public street or highway, which constitutes a hazard to traffic and is prohibited by state law or city ordinance.” Hazardous violations shall include parking on pavement and all equipment violations except overweight violations.
   f. “A satisfactory driving record” means a driving record in which an employee has less than ten points accumulated for traffic-related violations during the last three years and has no violations occurring during the last seven years according to the point system provided in this policy.

2. In determining employee eligibility for an Approved Driver Certificate, the following points shall be assessed for convictions of traffic related violations:
   a. Four points for any hazardous traffic violation which does contribute to a traffic accident.
   b. Ten points for any of the following:
      i. Driving while intoxicated
      ii. Aggravated assault with motor vehicle
      iii. Driving under the influence of drugs
      iv. Murder without malice with motor vehicle
      v. Homicide by vehicle
      vi. Failure to stop and render aid

3. A person with a 10-point violation on his record within the past seven years shall not be eligible for an Approved Driver Certificate.

4. For the purposes of this policy, the chief of university executive director of public safety or designee police may regard a probated sentence, deferred adjudication, enhancement, or reduction for a traffic related violation the same as a conviction.
5. In order to operate a university motor vehicle upon a highway, an employee must be designated by the employing department, college, or division as a driver and must meet the following standards:

5.

Provide evidence of an appropriate, valid Texas driver’s license, or a valid out of state license if an active duty member of the military or reserves;

a. Provide evidence of the satisfactory completion of a course of defensive driving; and,

b. Provide evidence from the Driver Records Division of the Texas Department of Public Safety, or out-of-state driver record bureau if an active duty member of the military or reserves, of a satisfactory driving record.

Applications for an Approved Driver Certificate may be obtained from the chief of university police. (See 13.7 - Driver Certification policy).

6. Upon fulfillment of the requirements in paragraph 5, above, the executive director of public safety or designee chief of university police shall issue an Approved Driver Certificate to the employee. This certificate shall authorize the employee to operate any university motor vehicle of one-ton carrying capacity or less upon the highways. Drivers of multi-15 passenger vans must receive additional training specific to van driving. (See 16.23 - Rental of University Vehicles, Rental and 15 Passenger Vans, 16.23).

To be certified for a university motor vehicle in excess of one-ton capacity, the employee must demonstrate proficiency in the operation of the type of vehicle in question and hold a Texas driver’s license with the appropriate endorsement. Demonstration of the proficiency shall be indicated by an endorsement to the Approved Driver Certificate.

7. An Approved Driver Certificate shall be valid for three years. Renewal of the certificate may be acquired by the presentation of a satisfactory driving record issued by the Driver Records Division of the Texas Department of Public Safety during the month of renewal.

8. An employee holding an Approved Driver Certificate who is involved in a hazardous traffic violation may be required to repeat any phase of the certification process. Habitual or repeated violation of the university policy or the Texas Motor Vehicle Law may result in the suspension or cancellation of an Approved Driver Certificate. The executive director of public safety or designee chief of university police may refuse to issue or renew an Approved Driver Certificate to an employee without notice or hearing.
9. Upon presentation of a satisfactory driving record and proficiency, an employee may apply for, and the executive director of public safety or designee chief of university police may issue, a Temporary Approved Driver Certificate. A temporary certificate may be issued for a period of 180 calendar days and may not be renewed. The temporary condition of the certificate may be removed by the executive director of public safety or designee chief of university police upon the completion by the employee of the defensive driving course required in paragraph 5.

10. Any new employee of the university who holds a valid out-of-state (non-Texas) driver’s license may be issued a Temporary Approved Driver Certificate for a period of no longer than 30 days. At the end of the 30-day period, the Temporary Approved Driver Certificate may not be extended without a valid Texas driver’s license.

10.11. The manager of transportation shall not permit an employee who does not hold an Approved Driver Certificate to operate any university motor vehicle under his control. The chief administrator of a department, college, or division of the university shall not permit an employee who does not hold an Approved Driver Certificate to operate a university motor vehicle under his control.

Cross Reference: Rental of University Vehicles (Rental & 15 Passenger Vans) (16.23); Driver Certification (13.7)

Responsible for Implementation: President

Contact for Revision: President

Forms: Approved Driver Certificate Form (UPD)

Board Committee Assignment: Building and Grounds