



# **REPORT TO THE BOARD OF REGENTS**

May 10, 2023  
Meeting 363

**STEPHEN F. AUSTIN  
STATE UNIVERSITY**

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Stephen F. Austin State University  
Board of Regents  
Meeting 363  
May 10, 2023

## **OPEN MEETING NOTICE**

**Stephen F. Austin State University  
Board of Regents Board Meeting  
Nacogdoches, Texas  
May 10, 2023  
Meeting 363  
Austin Building, Room 307**

The Board of Regents of Stephen F. Austin State University will convene a one-day Board Meeting on May 10, 2023 according to the following agenda. In-person attendance is permitted or view a livestream of the meeting at: <http://www.sfasu.edu/about-sfa/board-of-regents/meeting-information>.

**WEDNESDAY, May 10, 2023**

**8:30 a.m.**

### **CALL TO ORDER IN OPEN SESSION**

Welcome and Introductions

Presentation and Board Action on Agenda Items 1-4:

Presentations from Kirksey Architects, Inc. dba Kirksey; OMNIPLAN, Inc.; and Perkins & Will

1. Contract Over \$1 Million – Architect/Engineer Contract for Forestry, Agriculture and Interdisciplinary Project
2. Resolution Authorizing Execution of an Advanced Funding Agreement with the Texas Department of Transportation for a Transportation Alternatives Set-Aside Project
3. Approval of minutes for Board of Regents Meeting April 23-25, 2023, Meeting 362
4. Approval of Emeritus

### **RECESS TO EXECUTIVE SESSION**

(Scheduled for approximately 11:30 a.m.)

Deliberations Regarding Negotiated Contracts for Prospective Gifts or Donations.  
(Texas Government Code, Section 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 the director of athletics, chief marketing communications officer, chief information officer, chief diversity officer, director of governmental relations, general counsel, coordinator of board affairs/compliance, chief audit executive, vice presidents and the president. (Texas Government Code, Section 551.074)

### **RECONVENE BOARD MEETING IN OPEN SESSION**

(Scheduled for approximately 12:00 p.m.)

Presentation and Board Action on Agenda Items 5-6:

5. Acceptance of President Steve Westbrook's Retirement

6. Appointment of Interim President

**ESTIMATED ADJOURNMENT OF BOARD MEETING**

(Approximately 12:30 p.m.)

Where appropriate and permitted by law, Executive Sessions may be held for the above listed subjects (Section 551.071). Possible action may be taken in Open Session on matters considered in Executive Session. Further details regarding the posted agenda are available for public review in the Office of the Board of Regents, Austin Building 310, and Telephone (936) 468-4048.

**Stephen F. Austin State University  
Board of Regents  
Meeting 363  
May 10, 2023**

**ROLL CALL**

**Regents**

Karen Gantt, Chair  
Tom Mason, Vice Chair  
Jenn Winston, Secretary  
David Alders  
Brigettee Henderson  
Laura Rectenwald  
Nancy Windham  
Paige Vadnais, Student Regent

Unable to attend: Robert Flores and Judy Olson

**Administrators**

Steve Westbrook  
Damon Derrick  
Jane Ann Bridges  
Gina Oglesbee

ARCHITECT/ENGINEER PRESENTATIONS FOR FORESTRY, AGRICULTURE  
AND INTERDISCIPLINARY PROJECT

Presenters:

Kirksey Architects, Inc. dba Kirksey

OMNIPLAN, Inc.

Perkins & Will

CONTRACT OVER \$1 MILLION – ARCHITECT/ENGINEER CONTRACT FOR FORESTRY, AGRICULTURE AND INTERDISCIPLINARY PROJECT

Explanation:

The 87<sup>th</sup> Texas Legislature approved funding for a Capital Construction Assistance Project (CCAP) for Stephen F. Austin State University in the amount of \$44,922,833. These funds are for a Forestry, Agriculture, and Interdisciplinary Project. The University issued a Request for Qualification (RFQ) for selection of an Architect/Engineer firm for the project and respondents were evaluated, ranked and three finalists were selected from the respondents by a review committee. Administration recommends the selection of the architect/engineer and award the contract by August 31, 2023 for an initial amount not to exceed \$5,600,000.

Recommendation:

The administration recommends the Board of Regents select an architectural firm from the group of finalists who are presented for the Forestry, Agriculture, and Interdisciplinary Project and award the contract by August 31, 2023 for an initial amount not to exceed \$5,600,000. Should negotiations with the selected firm fail to produce an agreement, it is also recommended the administration is further authorized to negotiate with another finalist. The administration also recommends authorization for an exception to policy 1.4, Items Requiring Board of Regents Approval, for the president to sign purchase orders, contracts and amendments, and associated documents, as necessary.



RESOLUTION AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE PROJECT

Explanation:

At the April 2022 meeting, the Board of Regents approved through Board Order 22-41 the authorization to execute an Advanced Funding Agreement (AFA) with the Texas Department of Transportation (TxDOT). The AFA is a contract that outlines the specific terms and conditions of the grant-funded project. The grant requires a twenty percent match of \$362,255. TxDOT is contributing \$217,000 towards the local match, leaving the university to contribute the remaining \$145,255 to complete the twenty percent match. Upon review by the university, the university will agree to be responsible for the local match and the non-reimbursable costs and overruns up to \$150,000, if any. The administration seeks authorization to proceed with the Advanced Funding Agreement as presented.

Recommendation:

The administration recommends the board approve the Resolution authorizing the Advanced Funding Agreement with the Texas Department of Transportation for a Transportation Alternatives Set-Aside Project related to the Lanana Creek Trail – for the 2019 Safe Routes to School/Transportation Alternatives Grant Program, and that the president be authorized to sign any associated contract.

RESOLUTION AUTHORIZING EXECUTION OF AN  
ADVANCE FUNDING AGREEMENT (AFA) WITH THE  
TEXAS DEPARTMENT OF TRANSPORTATION FOR A  
TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROJECT

WHEREAS, on April 29, 2021, via Minute Order 116003, the Texas Transportation Commission authorized Lanana Creek Trail project (the “Project”) to receive Transportation Alternatives Set-Aside (TASA) funds for project construction and Texas Department of Transportation (TxDOT or the State) oversight; and

WHEREAS, the TASA funds require a local match, Stephen F. Austin State University commits to provide the match. The local match is comprised of cash; and

WHEREAS, Stephen F. Austin State University is responsible for non-reimbursable costs and overruns up to \$150,000, if any; and

WHEREAS, the Governing Body of Stephen F. Austin State University desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Regents of Stephen F. Austin State University THAT the President is authorized to enter into an AFA with TxDOT for this Project provided the university is only responsible for the local match of \$145,255, and non-reimbursable costs and overruns up to \$150,000.

DULY PASSED by the Board of Regents of Stephen F. Austin State University on the 10th day of May, 2023.

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Karen Gantt  
Stephen F. Austin State University  
Board of Regents, Chair  
May 10, 2023

MINUTES OF JANUARY 29-30, 2023 (360) BOARD OF REGENTS MEETING  
AND SPECIAL CALLED MEETING FEBRUARY 20, 2023 (361)

Explanation:

The minutes of the January 29-30, 2023 regular meeting of the Board of Regents (Meeting 360) and Special Called Board of Regents meeting minutes February 20, 2023 (Meeting 361) is included in this report.

Recommendation:

It is recommended by the administration that the minutes of the January 29-30, 2023 (Meeting 360) and February 20, 2023 (Meeting 361) be approved as presented.

# **Stephen F. Austin State University**

## **MINUTES OF THE BOARD OF REGENTS**



**Nacogdoches, Texas  
April 23-25, 2023  
Volume 362**

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**Stephen F. Austin State University  
Minutes of the Meeting of the Board of Regents  
Nacogdoches, Texas  
April 23-25, 2023  
Austin Building, Room 307  
Meeting 362**

**Sunday, April 23, 2023**

The meeting of the Board of Regents was called to order in open session at 1:34 p.m. by chair Karen Gantt.

**PRESENT:**

Board Members:      Mrs. Karen Gantt, Chair  
                             Mr. Tom Mason, Vice Chair  
                             Mrs. Jennifer Winston, Secretary  
                             Mr. David Alders  
                             Mr. Robert Flores  
                             Mrs. Brigettee Henderson  
                             Mrs. Judy Olson  
                             Dr. Laura Rectenwald  
                             Ms. Nancy Windham  
                             Ms. Paige Vadnais, Student Regent

President:              Dr. Steve Westbrook  
General Counsel:     Mr. Damon Derrick  
Chief Audit Exec.:    Mrs. Jane Ann Bridges  
Cabinet Member:     Mr. Mike Coffee  
                             Mr. Ryan Ivey

Other SFA administrators and staff were in attendance.

Chair Gantt called the meeting into Executive Session to discuss the following items:

Deliberations Regarding the Deployment, or Specific Occasions for Implementation, of Security Personnel or Devices (Texas Government Code, Section 551.076)  
076)

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 women's head basketball coach, director of athletics, chief marketing communications officer, chief information officer, chief diversity officer, director of governmental relations, general counsel, coordinator of board affairs/compliance, chief audit executive, vice presidents, and the president. (Texas Government Code, Section 551.074)



Consultation with Attorney Regarding Legal Advice or Pending and/or Contemplated Litigation or Settlement Offers, including but not limited to reported complaints, EEOC charges, *Christin Evans v. Sydney Miley, et al*; *Tammy Wheeler v. Board of Regents of Stephen F. Austin State University, et al.*; *Sarah Evans vs. Stephen F. Austin State University, et al.* and *Mark Sanders, Ph.D. and Kimberly Verhines v. SFASU, et al.* (Texas Government Code, Section 551.071)

The executive session ended and the Board of Regents meeting returned to open session at 4:46 p.m.

The meeting of the Board of Regents recessed by Chair Gantt at 4:48 p.m.

### **Monday, April 24, 2023**

The meeting of the Board of Regents was called to order in open session at 10:01 a.m. by chair Karen Gantt.

#### **PRESENT:**

Board Members:       Mrs. Karen Gantt, Chair  
                              Mr. Tom Mason, Vice Chair  
                              Mrs. Jennifer Winston, Secretary  
                              Mr. David Alders  
                              Mr. Robert Flores  
                              Mrs. Brigettee Henderson  
                              Mrs. Judy Olson  
                              Dr. Laura Rectenwald  
                              Ms. Nancy Windham  
                              Ms. Paige Vadnais, Student Regent

President:               Dr. Steve Westbrook  
General Counsel:       Mr. Damon Derrick  
Chief Audit Exec.:     Mrs. Jane Ann Bridges  
Cabinet Member:       Ms. Carrie Charley  
                              Mr. Mike Coffee  
                              Dr. Michara DeLaney-Fields  
                              Dr. Lee Furbeck  
                              Mr. Graham Garner  
                              Mr. Ryan Ivey  
                              Mrs. Gina Oglesbee  
                              Dr. Lorenzo Smith  
                              Dr. Charlotte Sullivan

*The board recessed to committee meetings.*

The Academic and Student Affairs Committee was called to order by committee chair Laura Rectenwald at 10:03 a.m.

Committee Members: Dr. Laura Rectenwald, Chair  
Mrs. Brigette Henderson  
Mrs. Jennifer Winston  
Ms. Paige Vadnais, Student Regent  
Mrs. Karen Gantt, ex officio

The committee members heard presentations, discussed and agreed to recommend the following agenda items.

The Title IX Update Report was provided by Dr. Michara DeLaney-Fields. The UPD Racial Profiling Report was provided by Gina Oglesbee, Vice President for Finance and Administration and John Fields, Chief of the University Police Department.

10. Extension of Strategic Plan: SFA Envisioned 2023

11. Curriculum Changes 2024

12. CIP Code Change for Master of Science in Kinesiology

13. Extend the Test-Optional Waiver for 2024 and 2025 Terms

14. Academic and Student Affairs Policy Revisions  
Title IX

The Academic and Student Affairs Committee was adjourned by committee chair Laura Rectenwald. The meeting of the Building and Grounds Committee was called to order in open session at 10:15 a.m. by committee chair, David Alders.

Committee Members: Mr. David Alders, Chair  
Mrs. Jennifer Winston  
Ms. Nancy Windham  
Mrs. Karen Gantt, ex officio

The committee members heard presentations and discussed the following report.

The Construction Report was provided by John Branch, Director of the Physical Plant.

The Building and Grounds Committee adjourned and the Finance and Audit Committee Meeting was called to order by committee chair Tom Mason at 10:38 a.m.

Committee Members: Mr. Tom Mason, Chair  
Mr. Robert Flores  
Mrs. Judy Olson  
Mrs. Karen Gantt, ex officio

The committee members heard presentations, discussed and agreed to recommend the following agenda items.

15. Acknowledge Receipt of Audit Services Report
  - Construction Close Out of Basketball Performance Center Audit
  - Follow-up Audit Report
  - Safety and Security Follow-up Audit
  - Higher Education Emergency Relief Funds – Institutional Portion Audit
  - Risk Assessment
  - Update on Audit Plan

16. Contract Over \$1 Million – Texas General Land Office Contract

17. Forestry, Agriculture and Interdisciplinary Project Budget

18. Center for Applied Research and Rural Innovation Project Budget and Contract Over \$1 Million – Contractor Contract

The Finance and Audit Committee meeting was recessed by committee chair Tom Mason and the board broke for lunch at 11:22 a.m.

The board reconvened and the Finance and Audit Committee meeting reconvened at 1:36 p.m.

Committee Members: Mr. Tom Mason, Chair  
Mrs. Judy Olson  
Mrs. Karen Gantt, ex officio

Committee member Mr. Robert Flores was unable to attend.

The committee members heard presentations, discussed and agreed to recommend the following agenda items.

19. Kerr and Griffith Residence Halls Project Budget and Contract Over \$1 Million
20. Steen Hall Fire Alarm System Upgrade Project Budget and Contract Over \$1 Million – Johnson Controls
21. Dining Hall Project Budget and Contract Over \$1 Million – Amendment to Kingham Dalton Wilson, LTD Contract
22. Contract Over \$1 Million – Wilton’s Officeworks, LTD Ratification
23. Rescind Board Order 22-41 Approval of Lanana Creek Trail - Advanced Funding Agreement for the 2019 Safe Routes to School/Transportation Alternatives Grant Program
24. Contract Over \$1 Million – Amendment to Coca-Cola Southwest Beverages Contract
25. Grant Awards

The Finance and Audit Committee was adjourned by committee chair Tom Mason. Chair Gantt

adjourned committee meetings and the meeting of the Board of Regents was recessed at 1:57 p.m.

### **Tuesday, April 25, 2023**

The meeting of the Board of Regents was called to order in open session at 8:33 a.m. by chair Karen Gantt.

#### **PRESENT:**

Board Members:      Mrs. Karen Gantt, Chair  
                             Mr. Tom Mason, Vice Chair  
                             Mrs. Jennifer Winston, Secretary  
                             Mr. David Alders  
                             Mr. Robert Flores  
                             Mrs. Brigettee Henderson  
                             Mrs. Judy Olson  
                             Dr. Laura Rectenwald  
                             Ms. Nancy Windham  
                             Ms. Paige Vadnais, Student Regent

President:              Dr. Steve Westbrook  
General Counsel:     Mr. Damon Derrick  
Chief Audit Exec.:    Mrs. Jane Ann Bridges  
Cabinet Member:     Ms. Carrie Charley  
                             Mr. Mike Coffee  
                             Dr. Michara DeLaney-Fields  
                             Dr. Lee Furbeck  
                             Mr. Graham Garner  
                             Mr. Ryan Ivey  
                             Mrs. Gina Oglesbee  
                             Dr. Lorenzo Smith  
                             Dr. Charlotte Sullivan

The invocation was provided by Regent Alders and the pledges were led by ROTC Cadet, Carlos Diaz

### **SPECIAL RECOGNITION**

The following special recognitions were made.

- Staff Council Chair, Alison Reed recognized the four most recent President's Award Recipients.
- Provost and Executive Vice President for Academic Affairs, Dr. Lorenzo Smith, recognized faculty receiving promotion, tenure, and Regents Scholar, Dr. Dan Bruton.
- Vice President for Finance and Administration, Gina Oglesbee recognized the UPD divisions, parking and emergency management.
- Interim Vice President of Student Affairs, Carrie Charley recognized the 2023 Lumberjack Achievement Award recipients, Dance Marathon, Orientation – Destination SFA Program,

The Big Event officers, and the Student Publication award winners.

- Arthur Temple College of Forestry and Agriculture, Dr. Hans Williams recognized the award winning Sylvans student group and the team that worked to have SFA designated as a Tree Campus.
- President Steve Westbrook recognized the SFA / UT System Steering Committee and Core Transition Committee members.
- Athletic Director, Ryan Ivey, recognized the Track and Field Team, the award winning SFA Dance Team, and introduced the new Ladyjack Basketball Coach, Leonard Bishop.

### **Board Order 23-26**

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

### **UNIVERSITY PHOTOGRAPHER EMERITUS**

WHEREAS, the board members considered: In accordance with university policy 7.10, the title emeritus may be given by the president to a retired employee to recognize meritorious service. President Westbrook is requesting that the board endorse his naming of Hardy Meredith as University Photographer Emeritus. While this title for non-faculty retirees offers no specific rights or privileges, it recognizes the body of work of the honored retiree.

Hardy is a 1981 graduate of SFA and his career in photography and photojournalism spans over 40 years. Beginning at the Tyler Morning Telegraph, Hardy earned recognition as a distinguished sports action photographer and had featured photographs published by the Associated Press. He continued his career as the chief photographer at The Daily Sentinel Newspaper in Nacogdoches for over 14 years.

In 1996, Hardy became the university photographer for SFASU and held this position until his retirement in 2020. Over that time Hardy attended thousands of events and activities and produced hundreds of thousands of photographs that document the history of the university. His portfolio also consists of soccer, baseball, softball, tennis, and volleyball action photos featured in SFA publications, websites, billboards and videos. He photographed five NCAA Basketball tournaments, and one FCS National Football Championship. He has traveled to New York City, London and Dublin, Ireland to photograph the SFA Lumberjack Marching Band. In addition, Hardy has photographed the SFA choir during their European performing tour in Germany, Austria, and Italy. Hardy had the privilege of photographing special guests to the SFA campus including U.S. Presidents, Jimmy Carter, Bill Clinton, George H. W. Bush and George W. Bush. In addition, Hardy has produced the official portraits of five SFA presidents.

THEREFORE, it was ordered the approval of honoring a body of work that has memorialized a significant period of the university's history for future generations, it is recommended by the president that the Board of Regents endorse his naming of Hardy Meredith as University Photographer Emeritus, effective April 25, 2023.

### **MINUTES**

**Board Order 23-27**

Upon motion by Regent Olson, seconded by Regent Flores, with all members voting aye, it was ordered that the minutes of Meeting 360, January 29-30, 2023 and Special Called Meeting 361, February 20, 2023 be approved as presented.

**PERSONNEL**

**Board Order 23-28**

Upon motion by Regent Windham, seconded by Regent Mason, with all members voting aye, it was ordered that the following personnel items be approved as listed in Appendix 1.

**FACULTY AND STAFF APPOINTMENTS**

WHEREAS, the board members considered: Faculty appointments are recommended by the department chair and approved by the appropriate dean, provost/vice president for academic affairs and the president. Each appointment states salary and percentage of time employed, designates the semester or academic year (September through May) and states the effective date of employment. In addition, last degree and granting institution are included for first-time appointments.

Staff appointments are recommended by the department chair or director and approved by the appropriate dean (if applicable), vice president and/or president. Each appointment states salary, percentage of time employed, and designates the effective date of employment.

THEREFORE, it was ordered that the faculty and staff appointments be approved as listed in Appendix 1.

**CHANGES OF STATUS**

WHEREAS, the board members considered: Changes of status include changes in appointment, percentage of time, salary or semesters. These changes are initiated by the department chair or director and routed through administrative channels for approval.

THEREFORE, it was ordered that the changes of status be approved as listed in Appendix 1.

**FACULTY DEVELOPMENT LEAVE FOR 2023-2024**

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

THEREFORE, it was ordered that the faculty members listed below be awarded Faculty Development Leave for the semester/year indicated:

Fall 2023

Chris McKenna	Professor of Business Communication and Legal Studies
Candace Hicks	Associate Professor of Art
Hunter Hampton	Assistant Professor of History

Spring 2024

Lauren Selden	Professor of Art
Court Carney	Professor of History
Flora Farago	Associate Professor of Human Sciences

Academic Year 2023/2024

Aaron Moulton	Assistant Professor of History
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## FACULTY PROMOTIONS

WHEREAS, the board members considered: Promotions are initiated at the departmental level by one of the following methods: a faculty member applies for promotion on his/her own behalf or is recommended for promotion by his/her department chair. The application/recommendation is reviewed, ranked, and recommended or not recommended for approval by the department faculty at or above the rank sought, department chair, dean, provost/vice president of academic affairs and president. Promotions recommended for approval by the president are submitted to the board for consideration.

THEREFORE, it was ordered that the following individuals be granted promotion to the academic rank indicated:

To Clinical Instructor II, effective September 1, 2023

Sarah Drake	Human Services and Ed Leadership
Justin Pelham	Human Sciences

To Associate Professor, effective September 1, 2023

Janet Jones	Accounting
Raymond Jones III	Management and Marketing
Stephen Shrewsbury	Business Communications and Legal Studies
Jamie Flowers	Human Services and Ed Leadership
Pietro Sasso	Human Services and Ed Leadership
Brian Uriegas	Human Services and Ed Leadership
Amber Wagnon	Education Studies
Slade Billew	Theatre
Amanda Breitbach	Art
Samantha Inman	Music
Candis Carraway	Agriculture
Bailey Thompson	Mass Communication
Aaron Moulton	History
Samuel Sutherland	History
Brittany Falahola	Mathematics and Statistics
Jacob Turner	Mathematics and Statistics
John Gary	Chemistry and Biochemistry
Pushkar Ogale	Computer Science

Melinda Shaw-Faulkner      Earth Sciences and Geologic Resources

To Professor, effective September 1, 2023

Lauren Burrow	Education Studies
Sally Ann Swearingen	Human Sciences
Michael Murphy	Music
Casey Hart	Mass Communication
Ericka Hoagland	English and Creative Writing
Brooke Poston	History

To Professor Emeritus, effective June 1, 2023

Jerry Williams	Anthropology, Geography and Sociology
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## FACULTY TENURE

WHEREAS, the board members considered: Tenure is awarded by the Board of Regents to those faculty members who are recommended by the president. Applications of individuals recommended for tenure are reviewed by departmental and college committees and by a department chair, dean and provost/vice president of academic affairs, prior to recommendation to the president.

THEREFORE, it was ordered the approval that academic tenure be awarded to the following individuals, effective September 1, 2023.

Janet Jones	Accounting
Raymond Jones III	Management and Marketing
Stephen Shrewsbury	Business Communications and Legal Studies
Lucia Sigmar	Business Communications and Legal Studies
Nghia Nguyen	Education Studies
Nandhakumar Radhakrishnan	Human Services and Ed Leadership
Brian Uriegas	Human Services and Ed Leadership
Slade Billew	Theatre
Amanda Breitbach	Art
Samantha Inman	Music
Candis Carraway	Agriculture
Bailey Thompson	Mass Communication
Aaron Moulton	History
Samuel Sutherland	History
Brittany Falahola	Mathematics and Statistics
Jacob Turner	Mathematics and Statistics
John Gary	Chemistry and Biochemistry
Pushkar Ogale	Computer Science
Melinda Shaw-Faulkner	Earth Sciences and Geologic Resources
Melissa Clark	Library

## REGENTS SCHOLAR 2023 - 2024

WHEREAS, the board members considered: Nominations for Regents Scholar are sought from the faculty. A committee consisting of two academic deans, two former Regents Professors, a



representative from Faculty Senate and Chairs' Forum, review nominations and make recommendations to the provost/executive vice president of academic affairs. Regents Scholar receive a \$2,000 grant to support their efforts and a medal.

THEREFORE, it was ordered the approval of Dr. Dan Bruton, Professor of Physics and Astronomy, be named Regents Scholar for 2023-2024.

#### RETIREMENTS

WHEREAS, the board members considered: Retirements include the listing of personnel that have selected to retire from SFA as listed in Appendix 1.

THEREFORE, it was ordered the approval of the retirements be approved as presented in Appendix 1.

### ACADEMIC AND STUDENT AFFAIRS COMMITTEE

#### **Board Order 23-29**

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

#### EXTENSION OF STRATEGIC PLAN: SFA ENVISIONED 2023

WHEREAS, the board members considered: It is expected by most of our accrediting agencies, including the Southern Association of Colleges and Schools Commission on Colleges, that Stephen F. Austin State University be guided in planning and decision-making by a strategic plan. Required assessments and outcomes must be tracked back to such a document.

The development of the next strategic plan should be led by the next university president. Since the current strategic plan expires in 2023 and the new plan may not be prepared and approved until a later date, it is necessary to take official action that will cover the interim period.

THEREFORE, it was ordered the approval of the Board of Regents extend the effective date of *Strategic Plan: SFA Envisioned 2023* until the adoption of a new plan.

#### CURRICULUM CHANGES FOR 2023-2024

WHEREAS, the board members considered: Changes in curriculum originate in the departments and are reviewed by the colleges and university curriculum committees, the graduate council, the appropriate dean and the provost and vice president for academic affairs. After approval by the Board of Regents curriculum changes are submitted to the Texas Higher Education Coordinating Board.

THEREFORE, it was ordered the approval of the undergraduate and graduate curriculum changes as presented in Appendix 2, to be effective fall 2023.

## CIP CODE CHANGE FOR MASTER OF SCIENCE IN KINESIOLOGY

WHEREAS, the board members considered: The Department of Kinesiology and Health Science requests to change the Classification of Instructional Programs (CIP) code for the Master of Science in Kinesiology. A CIP code is a six-digit number used by the United States Department of Education and the Texas Higher Education Coordinating Board to identify academic degree programs.

In 2005, the MS in Kinesiology was designated by CIP code 31.0505. (CIP codes beginning with 31 designate programs falling under the broad category of Parks, Recreation, and Leisure Studies.) In 2005, the program was well served by this CIP code as the curriculum at that time focused on pedagogical techniques and motor development. Over the past ten years, however, we have redesigned the MS in Kinesiology to transform it into a STEM program, aligning it with curricular trends in our field in order to help students earning the degree to be more competitive for positions in the clinical and private sectors. These changes make CIP code 26.0908 more appropriate for the current degree.

Currently, there are 12 universities across Texas (including such UT system schools as UT San Antonio and UT Arlington) that use CIP code 26.0908 to designate degree programs similar to our MS in Kinesiology. Kinesiology programs classified as STEM programs can attract more international students and are competitive for more grant funding opportunities.

THEREFORE, it was ordered the approval of the change of the CIP code for MS in Kinesiology from 31.0505 to 26.0908 to be effective in Fall 2023.

## EXTEND THE TEST-OPTIONAL WAIVER FOR 2024 AND 2025 TERMS

WHEREAS, the board members considered: Policy 6.20 requires first-year applicants to submit official test results from either the ACT or SAT. If an applicant does not submit an official ACT or SAT score, the application is considered incomplete and cannot be reviewed for admission.

Beginning in 2020, the SAT/ACT requirement for first-year applicants has been waived on an annual basis. The waiving of the ACT/SAT test requirement was initially done under the authority of the University President to modify policies during the impact period of COVID. More recently, it has been brought to the Board of Regents.

During COVID, ACT/SAT test administrations were challenged by limited seats at test sites and lack of test sites. While availability has improved, testing has not rebounded to pre-pandemic levels. ACT and SAT testing requirements paused during the pandemic have become permanent at many colleges and universities.

To maintain similar admission requirements with peer institutions, we are recommending that SFA extend our test-optional admission practice through 2025. The reason for this two-year request is the necessity to communicate our requirements well in advance of a student's application so they and their families are aware of our status.

Applicants who submit all other required application materials, excluding ACT or SAT test scores,

will continue to be reviewed holistically via individual file review with an emphasis on academic performance in high school.

THEREFORE, it was ordered the approval of the SAT and ACT test requirements in University Policy 6.20 continue to be waived for all 2024 and 2025 terms.

#### ACADEMIC AND STUDENT AFFAIRS POLICY REVISIONS

The Board of Regents adopted the following policy revision as presented in Appendix 3.

Title IX

#### **BUILDING AND GROUNDS COMMITTEE**

Committee Chair, David Alders provided a committee report and there were no action items.

#### **FINANCE AND AUDIT COMMITTEE**

##### **Board Order 23-30**

Upon motion by Regent Mason, seconded by Regent Alders, with all members voting aye, it was ordered that the following finance and audit items be approved.

##### ACKNOWLEDGE RECEIPT OF AUDIT SERVICES REPORT

The Board of Regents acknowledge receipt of the audit services report as presented including the following:

- Construction Close Out of Basketball Performance Center Audit
- Follow-up Audit Report
- Safety and Security Follow-up Audit
- Higher Education Emergency Relief Funds – Institutional Portion Audit
- Risk Assessment
- Update on Audit Plan

##### **Board Order 23-31**

Upon motion by Regent Mason, seconded by Regent Alders, with all members voting aye, it was ordered that the following finance and audit item be approved.

##### CONTRACT OVER \$1 MILLION – TEXAS GENERAL LAND OFFICE CONTRACT

WHEREAS, the board members considered: The university currently purchases natural gas through a contract with the Texas General Land Office. The current contract ends on August 31, 2023. The university has evaluated the current contract and determined that the best value to the university is to extend the current contract for an additional two-year period from September 1, 2023 through

August 31, 2025. The total estimated cost for natural gas through the General Land Office for the two-year period is approximately \$1,523,350 which is greater than \$1 million. This estimated cost includes the fixed rate of \$4.00 per MMBTU and associated contract maintenance and distribution fees which total approximately \$0.43 per MMBTU.

THEREFORE, it was ordered the approval of authorization to extend the current natural gas contract with the Texas General Land Office for a two-year period from September 1, 2023 through August 31, 2025 at an approximate aggregate contract amount of \$1,523,350. The president is authorized to sign purchase orders, contracts and amendments, and associated documents as necessary, in accordance with policy 1.4, Items Requiring Board of Regents Approval.

#### **Board Order 23-32**

Upon motion by Regent Mason, seconded by Regent Alders, with all members voting aye, it was ordered that the following finance and audit item be approved.

#### **FORESTRY, AGRICULTURE AND INTERDISCIPLINARY PROJECT BUDGET**

WHEREAS, the board members considered: The 87<sup>th</sup> Texas Legislature approved funding for a Capital Construction Assistance Project (CCAP) for Stephen F. Austin State University in the amount of \$44,922,833. The SFASU Board of Regents or its successor plans to issue debt at a future date. To qualify CCAP project expenditures for reimbursement, the administration submitted a reimbursement resolution to the Board of Regents at its January 2023 quarterly meeting, board order 23-18, “relating to establishing the Board’s intention to reimburse the expenditure of funds relating to the acquiring, purchasing, constructing, improving, renovating, enlarging or equipping property and facilities, including roads and related infrastructure for an interdisciplinary and applied sciences building approved by the 87th Texas Legislature from the proceeds of tax-exempt obligations to be issued at a later date; authorizing other matters incident and related thereto.” Administration would like authority to establish an initial project budget for the Forestry, Agriculture, and Interdisciplinary project to begin the pre-construction phase including planning and design services.

THEREFORE, it was ordered the approval of the initial project budget for the CCAP funded Forestry, Agriculture, and Interdisciplinary project in the amount of \$44,922,833 in accordance with policy 1.4, Items Requiring Board of Regents Approval.

#### **Board Order 23-33**

Upon motion by Regent Mason, seconded by Regent Windham, with all members voting aye, it was ordered that the following finance and audit item be approved.

#### **CENTER FOR APPLIED RESEARCH AND RURAL INNOVATION PROJECT BUDGET AND CONTRACT OVER \$1 MILLION – CONTRACTOR CONTRACT**

WHEREAS, the board members considered: In Board order 21-12, the board of regents approved the Economic Development Administration Grant with required institutional match dollars. The grant includes total federal share cost of \$2,500,000 and institutional match share cost of \$892,895. These grant funds are for the design and construction of the Center for Applied Research and Rural

Innovation project (“CARRI”). The administration seeks approval to establish a CARRI grant project budget in the amount of \$3,392,895.

The University plans to issue an Invitation to Bid for selection of a contractor for this project. Administration seeks approval for the president to select the contractor and award the contract by August 31, 2023 for an initial amount not to exceed \$2,847,934, which is an exception to policy 1.4, Items Requiring Board of Regents Approval, which requires the board of regents to approve construction projects greater than \$1 million.

THEREFORE, it was ordered the approval of the Center for Applied Research and Rural Innovation grant project budget in the amount of \$3,392,895. Is it also approved for an exception to policy 1.4, Items Requiring Board of Regents Approval, and authorize the president to select a contractor for the Center for Applied Research and Rural Innovation project and award the contract by August 31, 2023 for an initial amount not to exceed \$2,847,934. The president is authorized for an exception to policy 1.4, Items Requiring Board of Regents Approval, to sign purchase orders, contracts and amendments, and associated documents, as necessary.

#### **Board Order 23-34**

Upon motion by Regent Mason, seconded by Regent Flores, with all members voting aye, it was ordered that the following finance and audit item be approved.

#### **KERR AND GRIFFITH RESIDENCE HALLS PROJECT BUDGET AND CONTRACT OVER \$1 MILLION**

WHEREAS, the board members considered: In the July 2022 Board of Regents meeting in board order 22-63, the Board of Regents approved \$20,401,518.35 from the 2019A bond proceeds and interest for Residence Halls and Auxiliary Deferred Maintenance and Improvements. As part of the residence halls analysis, the mechanical and electrical systems in Kerr Hall and Griffith Hall were identified as outdated but beneficial to the university to continue to provide housing to students. Significant upgrades are necessary to prolong the useful life of the residence halls. The administration seeks approval to establish a Kerr and Griffith Residence Halls project budget as an allocation of \$7,082,602 from the Residence Halls and Auxiliary Deferred Maintenance and Improvements budget and interest earnings of \$560,422 for a total project budget of \$7,643,024.

To begin the project, the university issued a Request for Proposal (RFP) for mechanical-electrical contractor services associated with electrical, heating, ventilation and air conditioning system (HVAC) renovations to Kerr and Griffith Residence Halls and the related Power Plant on campus. There were three (3) respondents to the RFP that were evaluated and ranked by a review committee. The administration seeks approval to contract with the selected respondent for mechanical-electrical contractor services with TDR Contractors, Inc. for the amount of \$5,038,024, which is greater than \$1 million.

In addition, the university is able to purchase the HVAC equipment for the project from Texas Air, Inc. through The Interlocal Purchasing System (TIPS) for an amount not to exceed \$1,925,000, which is greater than \$1 million.

THEREFORE, it was ordered the approval of a Kerr and Griffith Residence Halls project budget in

the amount of \$7,643,024 as an allocation of \$7,082,602 from the Residence Halls and Auxiliary Deferred Maintenance and Improvements budget and interest earnings of \$560,422.

It is also approved a contract with TDR Contractors, Inc. for the amount of \$5,038,024 for mechanical-electrical contractor services associated with electrical and HVAC renovations to the Kerr and Griffith Residence Halls and the related Power Plant on campus. In addition, the administration recommends approval of a contract greater than \$1 million with Texas Air, Inc. through TIPS for an amount not to exceed \$1,925,000.

The president is authorized to sign purchase orders, contracts and amendments, and associated documents, as necessary, in accordance with policy 1.4, Items Requiring Board of Regents Approval.

#### **Board Order 23-35**

Upon motion by Regent Mason, seconded by Regent Olson, with all members voting aye, it was ordered that the following finance and audit item be approved.

#### **STEEN HALL FIRE ALARM SYSTEM UPGRADE PROJECT BUDGET AND CONTRACT OVER \$1 MILLION – JOHNSON CONTROLS**

WHEREAS, the board members considered: In the July 2022 Board of Regents meeting in board order 22-63, the Board of Regents approved \$20,401,518.35 from the 2019A bond proceeds and interest for Residence Halls and Auxiliary Deferred Maintenance and Improvements. As part of the residence halls analysis, the fire alarm system in Steen Hall is outmoded and needs replacement. The administration seeks approval to establish a Steen Hall Fire System Upgrade project budget from the Residence Halls and Auxiliary Deferred Maintenance and Improvements budget in the amount of \$1,632,620.

In addition, the university wishes to contract with Johnson Controls, Inc. for installation of the new fire alarm system at an amount not to exceed \$1,532,620 through Sourcewell cooperative purchasing for an amount which is greater than \$1 million.

THEREFORE, it was ordered the approval of a Steen Hall Fire System Upgrade project budget from the Residence Halls and Auxiliary Deferred Maintenance and Improvements budget in the amount of \$1,632,620.

It is also approved to contract with Johnson Controls, Inc. for installation of the new fire alarm system at an amount not to exceed \$1,532,620 through Sourcewell cooperative purchasing for an amount which is greater than \$1 million.

The president is authorized to sign purchase orders, contracts and amendments, and associated documents, as necessary, in accordance with policy 1.4, Items Requiring Board of Regents Approval.

#### **Board Order 23-36**

Upon motion by Regent Mason, seconded by Regent Winston, with all members voting aye, it

was ordered that the following finance and audit item be approved.

**DINING HALL PROJECT BUDGET AND CONTRACT OVER \$1 MILLION – AMENDMENT TO KINGHAM DALTON WILSON, LTD CONTRACT**

WHEREAS, the board members considered: In Board orders 22-05 and 22-62, the Board of Regents approved a project budget for Dining Hall totaling \$16,333,832.78 from the Taxable Series 2019B bond proceeds and interest earnings.

The university's Dining Services Agreement with Compass Group USA, Inc. (Chartwells) provides for funding in the amount of \$6,355,000 to be used for Dining Facilities, which was not included in the initial project budget. In the July 2022 Board of Regents meeting in board order 22-63, the Board of Regents approved \$20,401,518.35 from the 2019A bond proceeds and interest for Residence Halls and Auxiliary Deferred Maintenance and Improvements of which the administration plans to utilize \$7,000,000 for a common pavilion for student, academic, and university activities and events. Additional interest earnings of \$390,313 have been earned through March 31, 2023. These amounts of \$6,355,000, \$7,000,000, and \$390,313 provide a total of \$13,745,313 available for the Dining Facilities additional project budget.

The administration seeks approval for an additional Dining Hall project budget in the amount of \$13,745,313 for a revised total Dining Hall project budget of \$30,079,145.78.

In addition, the contract with the construction manager at risk (CMAR), Kingham Dalton Wilson, Ltd.(KDW), authorizes preconstruction project expenditures. To begin actual construction activity for the dining hall project, the administration seeks Board of Regents approval for an amendment for a Guaranteed Maximum Price (GMP) not to exceed \$25,000,000 for project construction expenditures.

THEREFORE, it was ordered the approval of the Dining Facilities additional project budget in the amount of \$13,745,313 for a total revised project budget of \$30,079,145.78. It is also approved a Dining Hall CMAR contract amendment with KDW for a GMP not to exceed \$25,000,000. The president is authorized to sign purchase orders, contracts and amendments, and associated documents, as necessary, in accordance with policy 1.4, Items Requiring Board of Regents Approval.

**Board Order 23-37**

Upon motion by Regent Mason, seconded by Regent Olson, with all members voting aye, it was ordered that the following finance and audit item be approved.

**CONTRACT OVER \$1 MILLION – WILTON'S OFFICEWORKS, LTD RATIFICATION**

WHEREAS, the board members considered: The Fine Arts Expansion project budget includes funds allocated for Fixtures, Furniture and Equipment (FF&E). The university issued a Request for Proposal (RFP) for the purchase of furniture to be delivered and installed at the newly renovated Griffith Fine Arts Building. The RFP included two (2) bid packages with various manufacturer brands requested for this project and provided an option to award up to two (2) vendors. There were

four (4) respondents to the RFP that were evaluated and ranked by a review committee. The scores were based on a weighted value of averaged scores representing the best value to the university. The committee recommended awarding both bid packages to one respondent, Wilton's OfficeWorks, Ltd as the best value proposal to the university which makes the contract greater than \$1 million.

THEREFORE, it was ordered the approval of ratification of a contract with Wilton's OfficeWorks, Ltd for a not to exceed contract amount of \$1,085,369.60 for the purchase of furniture to be delivered and installed at the newly renovated Griffith Fine Arts Building. The funding source is from Higher Education Funds (HEF) as part of the Fine Arts Expansion project budget. The president is authorized to sign purchase orders, contracts and amendments, and associated documents as necessary, in accordance with policy 1.4, Items Requiring Board of Regents Approval.

#### **Board Order 23-38**

Upon motion by Regent Mason, seconded by Regent Alders, with all members voting agreed, the following action item is tabled for further discussion and investigation.

RESCIND BOARD ORDER 22-41 APPROVAL OF LANANA CREEK TRAIL - ADVANCED FUNDING AGREEMENT FOR THE 2019 SAFE ROUTES TO SCHOOL/TRANSPORTATION ALTERNATIVES GRANT PROGRAM

#### **Board Order 23-39**

Upon motion by Regent Mason, seconded by Regent Alders, with all members voting aye, it was ordered that the following finance and audit item be approved.

CONTRACT OVER \$1 MILLION – AMENDMENT TO COCA-COLA SOUTHWEST BEVERAGES CONTRACT

WHEREAS, the board members considered: In the April 23, 2013 Board of Regents meeting in board order 13-26, the Board of Regents approved an exclusive beverage agreement with Coca-Cola. This agreement was for a ten-year period which expires May 31, 2023. The agreement provides for annual sales commission payments, fixed cash elements, and non-cash marketing elements, resulting in a revenue contract greater than \$1 million. The administration would like approval to amend the agreement with Coca-Cola Southwest Beverages to extend for a period of one year based on a negotiated proposal.

THEREFORE, it was ordered the approval of a contract amendment to the university's current agreement with Coca-Cola Southwest Beverages to extend for a period of one year through May 31, 2024. The administration further recommends authorization for the president to sign purchase orders, contracts and amendments, and associated documents as necessary, in accordance with policy 1.4, Items Requiring Board of Regents Approval.

#### **Board Order 23-40**

Upon motion by Regent Mason, seconded by Regent Olson, with all members voting aye, it was ordered that the following finance and audit item be approved.



## GRANT AWARDS

WHEREAS, the board members considered: In fiscal year 2023, the multi-year grant award total is currently \$46,450,234. Of this total, grant awards allocable to fiscal year 2023 are currently \$8,240,994, an increase of \$1,097,483 since the last report.

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, it was ordered the approval of and ratification of the additional fiscal year 2023 grant awards that total \$1,097,483. The grant awards are detailed as presented in Appendix 4.

## REPORTS

### Faculty Senate Report

Faculty Activities for Spring 2023

### Staff Council Report

Spring 2023 Activities

Future Plans and New Staff Council Chair

### Student Government Association Report

Introduction of New SGA President and Vice President

Highlights from Spring Legislation

Summer Planning

Watermelon Bash, Sept. 18 – during 100<sup>th</sup> birthday party

### President Report

Legislative Update

System Transition

Year-end Events

Recap

## COMMITTEE OF THE WHOLE

### Board Order 23-41

Upon motion by Regent Flores, seconded by Regent Olson, with all members voting aye, it was ordered that the following finance and audit item be approved.

## TRANSFER MANAGEMENT AND CONTROL

WHEREAS, the board members considered: On November 29, 2022 the Board of Regents approved an affiliation with The University of Texas System. Stephen F. Austin State University is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). In order to retain our status as an accredited institution, SACSCOC requires that any governance change receive the prior approval of its Board of Trustees, and that any approved governance change

occur within thirty days of its approval.

To comply with this rule, the legislation filed to enable SFA's affiliation with The University of Texas System permits the SFA Board of Regents to transfer management and control of the university to the board of regents of The University of Texas System prior to the creation of Stephen F. Austin State University, a member of The University of Texas System.

THEREFORE, it was ordered the approval that should the legislation filed with the 88<sup>th</sup> Legislature to create Stephen F. Austin State University, a member of The University of Texas System become law, and SACSCOC approve the change in governance at its June 2023 meeting, and the Board of Regents of The University of Texas System take necessary action to accept management and control of Stephen F. Austin State University when transferred by the SFA Board of Regents, that the Board of Regents transfer management and control of the university, including but not limited to its operations, real property and other assets, to the board of regents of The University of Texas System, effective no earlier than July 1, 2023 and no later than July 28, with a target date of July 1.

#### **Board Order 23-42**

Upon motion by Regent Mason, seconded by Regent Winston, with all members voting aye, it was ordered that the following finance and audit item be approved.

#### **TEMPORARY AUTHORITY OF PRESIDENT**

WHEREAS, the board members considered: On November 29, 2022 the Board of Regents approved an affiliation with The University of Texas System. Stephen F. Austin State University is accredited by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). In order to retain our status as an accredited institution, SACSCOC requires that any governance change receive the prior approval of its Board of Trustees, and that any approved governance change occur within thirty days of its approval.

To comply with this rule, the legislation filed to enable SFA's affiliation with The University of Texas System permits the SFA Board of Regents to transfer management and control of the university to the board of regents of The University of Texas System prior to the creation of Stephen F. Austin State University, a member of The University of Texas System.

It is expected that this transfer of management and control will occur no earlier than July 1 and no later than July 28, with a target date of July 1, 2023. The Board of Regents does not have a regular meeting scheduled following the present meeting and before July 1.

THEREFORE, it was ordered the approval that should the legislation filed with the 88<sup>th</sup> Legislature to create Stephen F. Austin State University, a member of The University of Texas System become law, and SACSCOC approve the change in governance at its June 2023 meeting, the Board of Regents grant the president the authority to suspend university policies as needed and take any lawful action necessary to manage the university from April 26, 2023 through June 30, 2023 or on such date as management and control of the university is transferred to the board of regents of The University of Texas System. This authority will automatically terminate once management and control of the university are transferred to the board of regents of The University of Texas System.

### **Board Order 23-43**

Upon motion by Regent Henderson, seconded by Regent Olson, with all members voting aye, it was ordered that the following finance and audit item be approved.

#### **WAIVER OF BOARD RULES AND CHANGE IN REPORTING STRUCTURE**

WHEREAS, the board members considered: The Board of Regents Rules and Regulations provide that the general counsel, chief audit executive, and coordinator of board affairs/compliance report to the Board of Regents. On November 29, 2022, the Board of Regents approved an affiliation with The University of Texas System. Legislation has been filed that permits the Board of Regents to transfer management and control of the university to the board of regents of The University of Texas System prior to the creation of Stephen F. Austin State University, a member of The University of Texas System. It is expected that this transfer of management and control will occur no earlier than July 1 and no later than July 28, with a target date of July 1, 2023.

THEREFORE, it was ordered the approval that should the legislation filed with the 88<sup>th</sup> Legislature to create Stephen F. Austin State University, a member of The University of Texas System become law, and the university's regional accrediting agency, the Southern Association of Colleges and Schools Commission on Colleges, approve the proposed change in governance at its June 2023 Board of Trustees meeting, the Board of Regents Rules and Regulations be suspended as to the reporting structure of the general counsel, chief audit executive, and coordinator of board affairs/compliance. So that effective May 1, 2023, the general counsel and coordinator of board affairs/compliance will report to the university president, and effective July 1, 2023, or on such date as management and control of the university is transferred to the board of regents of The University of Texas System, the chief audit executive will report to the president of the university and any other reporting line required by The University of Texas System.

#### **SPECIAL RECOGNITION**

Each of the nine regents and the student regent were recognized for their service on the Stephen F. Austin State University Board of Regents. Regent Karen Gantt was recognized for her service as Chair of the Stephen F. Austin State University Board of Regents from 2021-2023.

The meeting of the Board of Regents adjourned by Chair Gantt at 12:49 p.m.

**FACULTY AND STAFF APPOINTMENTS**

Appendix 1

Type	Employee Name	New Department and Title	New Salary, Term Length and FTE	Effective Date
Staff	Brett Watson	Athletics - Football Assistant Coach	\$53,000/Annual - 100%	2/14/2023
Staff	Colton Coleman	Athletics - Track Assistant Coach	\$54,000/Annual - 100%	12/12/2022
Staff	Justin McAninch	Audit Services - Assistant Chief Audit Executive	\$115,000/Annual - 100%	1/8/2023
Staff	Re'Shawn Thomas	Campus Recreation - Coordinator	\$38,000/Annual - 100%	1/1/2023
Staff	Matthew Smilor	Greg Arnold Center for Entrepreneurship - Director	\$125,000/Annual - 100%	2/27/2023
Staff	Jenny Baker	Counseling Services - Counselor	\$55,400/Annual - 100%	2/9/2023
Staff	Lee Furbeck	Enrollment Management - Vice President	\$175,000/Annual - 100%	2/13/2023
Staff	Lizeth Rodriguez Santes	University Marketing Communications - Photographer I	\$40,300/Annual - 100%	12/5/2022
Faculty	Juliana Lilly	Business Communication and Legal Studies - Lecturer	\$49,000/Academic - 100%	1/1/2023
Faculty	Kristen Waddell	Business Communication and Legal Studies - Assistant Professor	\$78,000/Academic - 100%	1/1/2023
Faculty	Allen Wilson	Human Sciences - Aviation Sciences - Clinical Instructor/Program Director	\$90,000/Annual (12 month) - 100%	2/1/2023
Faculty	MD Shohel Rana	Computer Science - Assistant Professor	\$85,000/Academic - 100%	1/1/2023

Time Period Reporting: 12/1/22 - 2/28/23

**FACULTY AND STAFF  
CHANGE OF STATUS**

Appendix 1

Type (Faculty/ Staff)	Employee Name	Previous Department and Title	Previous SFA Salary, Term Length, and FTE	New Department and Title	New SFA Salary, Term Length, and FTE	Effective Date
Staff	Kristin Bangtson	Athletics - Academic Services - Assistant Director	\$60,000/Annual - 100%	Athletics - Academic Services - Associate Director	\$72,000/Annual - 100%	12/1/2022
Staff	Nickolas Nelson	Athletics - Football - Football Quality Control Specialist	\$26,500/Annual - 100%	Athletics - Football - Assistant Coach	\$50,000/Annual - 100%	1/1/2023
Staff	Ethan Fatheree	International Programs - Senior Program Associate	\$34,000/Annual - 100%	Campus Recreation - Coordinator	\$40,000/Annual - 100%	12/1/2022
Staff	Emily Dodson	Admissions - Communication Specialist	\$45,000/Annual - 100%	Center for Teaching and Learning - Learning Experience Design Specialist I	\$53,460/Annual - 100%	12/13/2022
Staff	Martha Pierce	Financial Aid - Counselor I	\$35,500/Annual - 100%	Financial Aid - Counselor II	\$40,500/Annual - 100%	1/1/2023
Staff	Meredith Baily	Information Technology Services - Project Manager	\$73,500/Annual - 100%	Information Technology Services - Director ITS Architecture	\$100,500/Annual - 100%	2/1/2023
Staff	Michael Coffee	Information Technology Services - Deputy Chief Information Officer	\$120,552/Annual - 100%	Information Technology Services - Chief Information Officer	\$175,000/Annual - 100%	1/1/2023
Staff	James Egner	Telecommunication & Networking - Manager - ITS Client Services	\$63,000/Annual - 100%	Telecommunication & Networking - Assistant Director - ITS Client Services	\$72,000/Annual - 100%	2/1/2023
Staff	Charles Fox	Information Technology Services - Programmer Analyst III	\$54,080/Annual - 100%	Information Technology Services - Programmer Analyst IV	\$59,999/Annual - 100%	2/1/2023
Staff	Tracey Holmes	Information Technology Services - Identity Management Analyst II	\$46,556/Annual - 100%	Information Technology Services - Identity Management Analyst III	\$53,000/Annual - 100%	2/1/2023
Staff	Richard May	Information Technology Services - Database Administrator II	\$56,000/Annual - 100%	Information Technology Services - Database Administrator III	\$64,792/Annual - 100%	2/1/2023
Staff	John Parker	Information Technology Services - Director ITS Architecture	\$104,639/Annual - 100%	Information Technology Services - Deputy Chief Information Officer	\$115,000/Annual - 100%	2/1/2023
Staff	Scott Speichert	Information Technology Services - Manager - ITS Database Administrator	\$76,440/Annual - 100%	Information Technology Services - Assistant Director - ITS Enterprise Architecture	\$85,000/Annual - 100%	2/1/2023
Staff	Paula Tykol	Payroll - Specialist	\$42,865/Annual - 100%	Payroll - Assistant Manager	\$53,000/Annual - 100%	1/1/2023

Time Period Reporting: 12/1/22 - 2/28/23

**FACULTY AND STAFF  
CHANGE OF STATUS**

Appendix 1

Staff	John Branch	Physical Plant - Associate Director	\$85,925/Annual - 100%	Physical Plant - Facilities, Services and Operations Director	\$125,000/Annual - 100%	2/15/2023
Staff	Christina Herrera	Physical Plant - General Services - Transportation & Special Services Coordinator	\$39,524/Annual - 100%	Physical Plant -General Service - Business Operations Manager	\$57,310/Annual - 100%	12/1/2022
Staff	Rebecca Galatas	Registrar's Office - Senior Student Records Specialist	\$32,000/Annual - 100%	Registrar's Office - Assistant Registrar	\$43,000/Annual - 100%	12/1/2022
Staff	Amanda Romig	Registrar's Office - Student Compliance Specialist	\$40,000/Annual - 100%	College of Education Assessment and Accountability - Program Analyst	\$45,845/Annual - 100%	2/1/2023
Staff	Colby-Lynch, Stesha	Registrar's Office - Student Compliance Specialist	\$41,000/Annual - 100%	Veterans Resource Center - Office of Diversity, Equity and Inclusion - Veteran Services Program Director	\$50,000/Annual - 100%	2/1/2023
Staff	Carrie Charley	Campus Living, Dining and Auxiliary Enterprises - Assistant Vice President	\$127,200/Annual - 100%	Student Affairs - Interim Vice President	\$127,200/Annual - 100% with monthly stipend of \$3,000/month/7 months	2/1/2023
Staff	Jessica Waguespack	Campus Recreation - Assistant Director	\$43,415/Annual - 100%	Student Affairs - Program Director - Student Wellness	\$46,000/Annual - 100%	1/1/2023
Staff	Leonard Bishop	Womens Basketball Head Coach. The president is authorized to negotiate and execute the Head Coach Employment Contract, upon review for legal form and sufficiency by the Office of the General Counsel.				
Faculty	Erin Brown	Agriculture - Professor	\$87,884/11 months - 100%	Agriculture - Interim Chair	\$87,884/Annual - 100% with monthly stipend of \$1,000/month/8 months	1/1/2023
Faculty	Andrew Lannen	History - Associate Professor	\$67,000/Academic - 100%	History - Chair	\$112,000/Annual - 100%	1/1/2023

Time Period Reporting: 12/1/22 - 2/28/23

**FACULTY AND STAFF RETIREMENTS**

Appendix 1

<b>Type (Faculty/Staff)</b>	<b>Employee Name</b>	<b>Current Department</b>	<b>Current Title</b>	<b>Effective Date</b>	<b>Years of State Service</b>
Staff	Irish Beason	Office of Financial Aid and Scholarships	Financial Aid Counselor II	12/31/2022	28
Staff	E. Anthony Espinoza	Information Technology Services	Chief Information Officer	12/31/2022	26
Staff	Paul Mark Jordan	University Police Department	Lieutenant	12/31/2022	21
Staff	Donna Parish	University Marketing Communications	Assistant Director (Creative Services)	12/31/2022	14
Staff	William Pruett	Information Technology Services	Database Administrator I	12/31/2022	10
Staff	Cathy Rhodes	Information Technology Services	Identity Management Analyst III	12/31/2022	31
Faculty	Leonard Jay Thornton	Kinesiology and Health Science	Chair/Associate Professor	12/31/2022	16
Faculty	Leisha Bridwell	Human Sciences	Associate Professor	12/31/2022	27
Faculty	Leah Kahn	Education Studies	Associate Professor	12/31/2022	12
Faculty	Dawn Williams	Education Studies	Professor	12/31/2022	17

<b>UNDERGRADUATE CURRICULUM CHANGES 2023/2024</b>	
<b>COURSE/PROGRAM ADDITIONS</b>	
<b>Department</b>	<b>Course/Program</b>
<b>College of Business</b>	
Management & Marketing	MKTG 3372
<b>College of Education</b>	
Human Sciences	CMGT 1105
Human Sciences	CMGT 1205
Human Sciences	CMGT 3115
Human Sciences	CMGT 3215
Human Sciences	CMGT 3310
Human Sciences	CMGT 3317
Human Sciences	INDS 3114
Human Sciences	INDS 3214
Human Sciences	INDS 4213
Human Sciences	Culinary Arts Minor
<b>College of Fine Arts</b>	
Music	Composition Minor
Music	Music Industry, BA
Music	MUAP 3358
Music	MUAP 4358
Music	MUST 1310
Music	MUST 3350
Music	MUST 3360
Music	MUST 4265
Music	MUTC 3350
Music	MUTC 3355
Music	MUTC 3356
Theatre	Technical Direction Minor
Theatre	DANC 3200
Theatre	DANC 4244
Theatre	DANC 4247
Theatre	DANC 4250
Theatre	DRAM 2335
Theatre	DRAM 3120
Theatre	DRAM 4335
<b>College of Forestry &amp; Agriculture</b>	
Forestry	FORS 4365
<b>College of Liberal &amp; Applied Arts</b>	
Government	GOVT 3339
<b>College of Sciences &amp; Mathematics</b>	
College of Sciences & Math	Bioinformatics Minor
Biology	BIOL 3323
CoSM Dean's Office	JTCH 2051
Geology	GEOL 4028



Appendix 2

Geology	GEOL 4328
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3/16/2023

<b>UNDERGRADUATE CURRICULUM CHANGES 2023/2024</b>	
<b>COURSE/PROGRAM DELETIONS</b>	
<b>Department</b>	<b>Course/Program</b>
<b>College of Education</b>	
Human Sciences	INDS 2103
Human Sciences	INDS 4100
Human Sciences	MRCH 3323
Human Sciences	MRCH 4319
Human Services	Pre-Audiology, BS
<b>College of Fine Arts</b>	
Music	Music Ed (Non-Cert), Piano/Instrumental, BM
Music	MUST 2211
Music	MUST 3211
<b>College of Forestry &amp; Agriculture</b>	
Forestry	FORS 4041
<b>College Liberal &amp; Applied Arts</b>	
Government	Public Administration, BA/BS

3/16/2023

<b>UNDERGRADUATE CURRICULUM CHANGES 2023/2024</b>	
<b>COURSE/PROGRAM MODIFICATIONS</b>	
<b>Department</b>	<b>Course/Program</b>
<b>College of Business</b>	
Accounting	Accounting, BBA
Accounting	Professional Accountancy, BBA/MPACY
Business Com & Legal Studies	General Business, BBA
Business Com & Legal Studies	Gen Business Tech Applications Minor
Business Com & Legal Studies	Legal Studies Minor
Economics & Finance	Finance, BBA
Economics & Finance	Finance Minor for BBA Candidate
Economics & Finance	Finance Minor for non-BBA Candidate
Management & Marketing	Sports Business, BBA
Management & Marketing	Sports Business Minor
<b>College of Education</b>	
Education Studies	Interdisciplinary Studies, BSIS
Education Studies	Secondary Education Minor
Education Studies	SEED 4350
Human Sciences	AVSC 3204
Human Sciences	Aviation, BS
Human Sciences	Construction Management, BS
Human Sciences	Construction Management Minor
Human Sciences	Construction Management Certificate
Human Sciences	CMGT 3114
Human Sciences	CMGT 3214
Human Sciences	Interior Design, BS
Human Sciences	Interior Design Minor
Human Sciences	Interior Design Certificate
Human Sciences	INDS 4113
Human Sciences	Dietetics & Nutritional Sciences, BS
Human Sciences	NUTR 3339
Human Sciences	Family Sciences, BS
Human Sciences	Hospitality Administration, BS
Human Sciences	HAMG 4100
Human Services	Communication Sciences & Disorders, BS
Human Services	Deaf & Hard of Hearing, BS
Human Services	CSDS 2300
Human Services	CSDS 2310
Human Services	CSDS 2320
Human Services	CSDS 2330
Human Services	CSDS 2340
Human Services	CSDS 3300
Human Services	CSDS 3310
Human Services	CSDS 3320

Human Services	CSDS 3330
Human Services	CSDS 4300
Human Services	CSDS 4310
Human Services	CSDS 4320
Human Services	CSDS 4330
Human Services	CSDS 4340
Kinesiology	All-level Teaching Concentration for Physical Education Teacher Ed EC-12
College of Fine Arts	
Music	Music Composition, BM
Music	Music Ed, Woodwinds/Brass/Percussion, BM
Music	Music Ed (Non-Cert), Woodwinds/Brass/Percussion, BM
Music	Music Ed: Voice, BM
Music	Music Ed (Non-Cert): Voice, BM
Music	Music, Sound Recording Tech, BM
Music	MUST 1415
Music	MUST 2320
Music	MUAP 3357
Music	MUAP 4357
Music	MUST 1410
Music	MUST 2325
Music	MUST 3335
Music	MUST 4160
Music	MUST 4350
Music	MUTC 3358
Theatre	DANC 1241
Theatre	DANC 1244
Theatre	DANC 1247
Theatre	DANC 2200
Theatre	DANC 3221
Theatre	DANC 3222
Theatre	DANC 3249
Theatre	DANC 3323
Theatre	DANC 3324
Theatre	DRAM 4380
College of Forestry & Agriculture	
Agriculture	ANSC 4386
Forestry	Forestry, BSF
Forestry	FORS 2240
Forestry	FORS 2323
Forestry	FORS 4341
College of Liberal & Applied Arts	
AGS	Sustainability, BA

AGS	SUST 4300
English & Creative Writing	ENGL 4378
Government	Criminal Justice Minor
Government	CRIJ 3303
Government	CRIJ 3305
Government	CRIJ 3306
History	Public History, Minor
History	HIST 3312
Languages, Cultures, & Cmmn	Modern Languages, BA
Languages, Cultures, & Cmmn	Linguistics Minor
Languages, Cultures, & Cmmn	INCM 1305
Military Science	MILS 1201
Military Science	MILS 1202
Military Science	MILS 2201
Military Science	MILS 2202
Military Science	MILS 3301
Military Science	MILS 3302
Military Science	MILS 4301
Military Science	MILS 4302
MDP	BAAS
College of Sciences & Mathematics	
Biology	Biology, BS
Chemistry	CHEM 3336
Computer Science	Computer Information Systems, BS
Computer Science	Computer Science, BS
Computer Science	Data Analytics, BS
Computer Science	Information Technology, BA
Computer Science	COSC 1301
Computer Science	CSCI 4270
Computer Science	CSCI 4362
Computer Science	CSCI 4365
CoSM Dean's Office	JTCH 1203
CoSM Dean's Office	JTCH 3361
CoSM Dean's Office	JTCH 4351
CoSM Dean's Office	JTCH 4901
Computer Science	CSIT 3340
Computer Science	CSIT 4333
Geology	GEOL 4032
Geology	GEOL 4310
Geology	GEOL 4332
Geology	GEOL 4335
Math	Mathematics, BS
Math	MATH 3180
Math	MATH 4180

Nursing	Nursing, BSN
Nursing	NURS 4343
Nursing	NURS 4344
Nursing	NURS 4345
Physics-Engr-Astronomy	Electrical Engineering, BS
Physics-Engr-Astronomy	Mechanical Engineering, BS
Physics-Engr-Astronomy	ENGR 3345
Physics-Engr-Astronomy	ENGR 3370
Physics-Engr-Astronomy	PHYS 1105
Physics-Engr-Astronomy	PHYS 1107
Physics-Engr-Astronomy	PHYS 1305
Physics-Engr-Astronomy	PHYS 1307

3/16/2023

<b>GRADUATE CURRICULUM CHANGES 2023/2024</b>	
<b>COURSE/PROGRAM ADDITIONS</b>	
<b>Department</b>	<b>Course/Program</b>
<b>College of Business</b>	
Deans Office RCOB	Business Analytics Certificate
Deans Office RCOB	Organizational Leadership Certificate
<b>College of Education</b>	
Human Sciences	Nutrition & Integrative Health, MS
Human Sciences	NUTR 5349
<b>College of Fine Arts</b>	
Music	MUMH 5301
Music	MUMH 5302
Music	MUMH 5304
Music	MUMH 5305
Music	MUMH 5306
Music	MUSI 5201
Music	MUSI 5373
<b>College of Forestry &amp; Agriculture</b>	
Forestry	Forestry Minor
<b>College of Liberal &amp; Applied Arts</b>	
Government	NISS 5333
History	HIST 6101
Multidisciplinary Programs	PUBL 5177
<b>College of Sciences &amp; Mathematics</b>	
Computer Science	CSCI 5185
Geology	GEOL 5028
Geology	GEOL 5328
Nursing	NURS 5310

3/16/2023

<b>GRADUATE CURRICULUM CHANGES 2023/2024</b>	
<b>COURSE/PROGRAM DELETIONS</b>	
<b>Department</b>	<b>Course/Program</b>
<b>College of Education</b>	
Human Sciences	HUSC 5176
Human Services/Ed L	Applied Ed Psychology, MA
Human Services/Ed L	EDLE 6303
Human Services/Ed L	EDLE 6304
Human Services/Ed L	EDLE 6310
Human Services/Ed L	EDLE 6312
Human Services/Ed L	EDLE 6330
Human Services/Ed L	EDLE 6334
Human Services/Ed L	EDLE 6335
Human Services/Ed L	EDLE 6336
Human Services/Ed L	EDLE 6337
Human Services/Ed L	EDLE 6350
Human Services/Ed L	EDLE 6352
Human Services/Ed L	EDLE 6376
Human Services/Ed L	EDLE 6379
Human Services/Ed L	EDLE 6386
Kinesiology	ATTR 5138

3/16/2023



<b>GRADUATE CURRICULUM CHANGES 2023/2024</b>	
<b>COURSE/PROGRAM MODIFICATIONS</b>	
<b>Department</b>	<b>Course/Program</b>
<b>College of Business</b>	
Deans Office RCOB	MBA
Management & Marketing	MGMT 5377
Management & Marketing	MGMT 5381
<b>College of Education</b>	
Education Studies	Curriculum & Instruction, MEd
Education Studies	Teaching & Learning, MEd
Education Studies	SEED 5314
Human Services/Ed L	EDLE 6199
Human Services/Ed L	School Psychology, MA
Human Services/Ed L	Speech Language Pathology, MS
Kinesiology	Athletic Training MS
Kinesiology	ATTR 5335
<b>College of Fine Arts</b>	
Music	Music, Master of Music
Music	Performing Artist Certificate
Music	MUMH 5303
Music	MUMH 5374
<b>College of Forestry &amp; Agriculture</b>	
Forestry	Forestry, Ph.D.
<b>College of Liberal &amp; Applied Arts</b>	
History	History, MA
History	HIST 5378
History	HIST 5380
Languages, Cultures, & Cmmn	HSPN 5190
Multidisciplinary Programs	Publishing, MA
Multidisciplinary Programs	PUBL 5370
Multidisciplinary Programs	PUBL 5371
Psychology	Psychology, MA
Psychology	Psychology, Non-thesis, MA
Psychology	Teaching College Social Sciences, MA
Psychology	PSYC 5328
<b>College of Sciences &amp; Mathematics</b>	
Computer Science	Cyber Security, Major
Computer Science	CSCI 5180
Geology	GEOL 5035
Geology	GEOL 5335
Geology	GEOL 5388
Nursing	Family Nurse Practitioner, MSN
Nursing	Nursing Education, MSN
Nursing	NURS 5322



## Title IX

### **Purpose**

As further defined below, this policy addresses Sexual Harassment, Sexual Assault, Domestic Violence, Dating Violence, and Stalking regardless of where it occurs, including both on and off university property, if it potentially affects the alleged complainant's educational program, activities, or employment. This policy complies with governing laws, regulations, and guidance.

### **Persons Affected**

This Policy applies to Sexual Harassment, as defined below, that occurs within the University's Education Programs and Activities and that is committed by an administrator, faculty member, staff, student, contractor, guest, or other member of the University Community within the United States.

### **Definitions**

**Sexual Harassment:** for purposes of this Policy is conduct on the basis of sex that constitutes Quid Pro Quo Sexual Harassment, Hostile Environment Sexual Harassment, Sexual Assault, Domestic Violence, Dating Violence, or Stalking.

**Quid Pro Quo Sexual Harassment:** occurs when an employee of the University conditions the provision of aid, benefit, or service of the University on an individual's participation in unwelcome sexual conduct.

**Hostile Environment Sexual Harassment:** is unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person access to the University's education programs and activities.

**Sexual Assault:** includes the sex offenses of Rape, Sodomy, Sexual Assault with an Object, Fondling, Incest, and Statutory Rape.<sup>1</sup>

- (a) Rape: the carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
- (b) Sodomy: oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
- (c) Sexual Assault with an Object: using an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical

<sup>1</sup> The University's definition of "Sexual Assault" is mandated by federal regulations implementing Title IX of the Education Amendments of 1972. Those regulations require the University to adopt a definition of "Sexual Assault" that incorporates various forcible and non-forcible sex crimes as defined by the FBI's Uniform Crime Reporting System. See 34 C.F.R. § 106.30(a)(3). When applicable, we have included the state law definition. In any criminal action brought by law enforcement, the state law definition will apply.



incapacity.

- (d) Fondling: the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
- (e) Incest: sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by Texas law.
- (f) Statutory Rape: sexual intercourse with a person who is under the statutory age of consent as defined by Texas law.

**Domestic (Family) Violence:** felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or who has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of Texas<sup>2</sup>, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of Texas. This includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who is:

- (a) A current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;
- (b) Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
- (c) With whom the victim shares a child in common; or
- (d) commits acts against youth or adult victim who is protected from those acts under the family and domestic violence laws of Texas.

It should be understood that domestic violence/dating violence applies to any pattern of coercive behavior that is used by one person to gain power and control over a current or former intimate partner or dating partner. This pattern of behavior may include physical or sexual violence, emotional and psychological intimidation, threats, verbal abuse, stalking, isolation, and economic control.

**Dating Violence<sup>3</sup>:** violence committed by a person:

<sup>2</sup> Family Violence is defined by the Texas Family Code Section 71.004 as:

- (1) an act by a member of a family or household against another member of the family or household that is intended to result in physical harm, bodily injury, assault, or sexual assault or that is a threat that reasonably places the member in fear of imminent physical harm, bodily injury, assault, or sexual assault, but does not include defensive measures to protect oneself;
- (2) abuse, as that term is defined by Sections 261.001(1)(C), (E), and (G), by a member of a family or household toward a child of the family or household; or
- (3) Dating violence, as that term is defined by Section 71.0021.

<sup>3</sup> Dating violence is defined by the Family Code, Section 71.0021 as:

- (a) an act, other than a defensive measure to protect oneself, by an actor that:
  - (1) is committed against a victim:
    - (A) with whom the actor has or has had a dating relationship; or



- (a) Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (b) Where the existence of such a relationship will be determined based on a consideration of the following factors:
  - a. The length of the relationship;
  - b. The type of relationship; and
  - c. The frequency of interaction between the persons involved in the relationship.

**Stalking:** engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (a) Fear for their safety or the safety of others; or
- (b) Suffer substantial emotional distress.

For the purposes of this definition:

- (a) *Course of Conduct* means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, or communicates to or about a person, threats that a reasonable person would regard as threatening bodily injury or death of that person, their family members including someone with whom the person is dating or interferes with that person's property.
- (b) *Reasonable Person* means a person under similar circumstances and with similar identities to the person subjected to the stalking behavior would fear for their safety or the safety of others, or suffer substantial emotional distress.
- (c) *Substantial Emotional Distress:* Significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

**Economic Abuse:** in the context of domestic violence and dating violence means behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, or manipulation to:

- (a) Restrict a person's access to money, assets, credit, or financial information;
- (b) Unfairly use a person's personal economic resources, including money, assets, and

- 
- (B) because of the victim's marriage to or dating relationship with an individual with whom the actor is or has been in a dating relationship or marriage; and
  - (2) is intended to result in physical harm, bodily injury, assault, or Sexual Assault or that is a threat that reasonably places the victim in fear of imminent physical harm, bodily injury, assault, or Sexual Assault.
  - (b) For purposes of this title, "dating relationship" means a relationship between individuals who have or have had a continuing relationship of a romantic or intimate nature. The existence of such a relationship shall be determined based on consideration of:
    - (1) the length of the relationship;
    - (2) the nature of the relationship; and
    - (3) the frequency and type of interaction between the persons involved in the relationship.
  - (c) A casual acquaintanceship or ordinary fraternization in a business or social context does not constitute a "dating relationship" under Subsection (b).



- credit, for one's own advantage; or
- (c) Exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has a fiduciary duty.

**Technological Abuse:** an act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.

**Reasonable Person:** a hypothetical person that is used as a comparative standard regarding the action(s) or situation of another individual and whether or not the approach taken or not taken was appropriate given the circumstances. This comparative standard is used in addition to the definition of "stalking".

**Relevant:** evidence pertinent to proving whether facts material to the allegations under investigation are more or less likely to be true. "Relevant" evidence and questions refer to any questions and evidence that tends to make an allegation of sexual harassment more or less likely to be true. "Relevant" evidence and questions do not include the following types of evidence and questions, which are deemed "irrelevant" at all stages of the Title IX Process:

- (a) Evidence and questions about the complainant's sexual predisposition or prior sexual behavior unless:
  - a. They are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or
  - b. They concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. 34 C.F.R. § 106.45(6)(i).
- (b) Evidence and questions that constitute, or seek disclosure of, information protected under a legally-recognized privilege.
- (c) Any party's medical, psychological, and similar records unless the party has given voluntary, written consent. 85 Fed. Reg. 30026, 30294 (May 19, 2020).

**Mandatory Reporter:** All University Employees, with the exception of Confidential Employees, operating in the scope of their employment who witness or receive information regarding an incident that the employee reasonably believes constitutes Sexual Harassment, Sexual Assault, Dating Violence, and/or Stalking and has been alleged to have been committed by or against a person who was a student enrolled at or an employee of the University at the time of the incident.

**Consent:** a clear voluntary, ongoing, mutual understanding among all participants that clearly indicates a willingness, through words or physical actions, and demonstrates a knowing, intentional agreement to engage in each specific instance and stage of sexual contact or activity. Knowledge of consent is the responsibility of each person involved in every instance of sexual



contact and/ or activity and consent can be withdrawn at any time. A person who is Coerced and/or Incapacitated is not capable of giving Consent. Consent cannot be inferred from silence, absence of resistance, or lack of protest.

The following list provides examples of when Consent has not been obtained or is not effective:

- (a) Consent is not effective when any participant in the sexual activity is unsure if a knowing, intentional, voluntary agreement to engage in each act of sexual activity has been demonstrated.
- (b) Consent is not effective if one person knew or reasonably should have known that another person involved was incapacitated.
- (c) Consent to one act does not imply consent to another; past consent does not imply future consent.
- (d) Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another.
- (e) Any expression of an unwillingness to engage in any instance of sexual activity establishes a presumptive lack of consent.
- (f) Consent is not effective if it results from: (a) the use of physical force, (b) a threat of physical force, (c) Intimidation,<sup>4</sup> (d) Coercion, (e) Incapacitation or (f) any other factor that would eliminate an individual's ability to exercise their own free will to choose whether or not to have sexual activity.
- (g) A current or previous dating or sexual relationship does not, by itself, constitute consent. Even in the context of a relationship, there must be a voluntary, mutually understandable agreement that clearly demonstrates a willingness to engage in each instance of sexual activity.
- (h) An individual's manner of dress does not, by itself, constitute Consent to engage in sexual conduct and/or activity.

**Incapacitated:** a state of being that prevents an individual from having the mental ability, emotional stability, or maturity to provide consent at the time the alleged behavior occurs. Incapacitation could result from the use of drugs or alcohol, a person being asleep or unconscious, or because of an intellectual or other disability or medical condition.

Alcohol and drugs can impair judgment and decision-making capacity, including the ability to rationally consider the consequences of one's actions. The effects of alcohol and drug consumption often occur along a continuum. For example, inhibition to euphoria and memory impairment, and to disorientation and incapacitation. Incapacitation due to alcohol or drug use is a state beyond "mere" intoxication or even being drunk. Indicators of incapacitation may include inability to communicate, lack of control over physical movements, and/or lack of awareness of circumstances. An incapacitated person can also experience a blackout state during which they appear to give consent but do not

<sup>4</sup> *Intimidation* means intentional behavior that would cause a reasonable person to fear injury or harm.





have conscious awareness or the capacity to consent.

**Coercion:** the use of pressure and/or other oppressive behavior, including expressed or implied threats of physical harm, or severe and/or pervasive emotional intimidation which places an individual in fear of immediate or future harm or physical injury or causes a person to engage in unwelcome sexual activity. A person's words or conduct amounts to coercion if they wrongfully limit the other's ability to freely choose whether or not to engage in sexual activity. Coercion also includes administering a drug, intoxicant, or other substance that impairs the person's ability to give consent.

**Retaliation:** intimidation, threats, coercion, or discrimination against any individual for the purpose of interfering with any right or privilege secured by Title IX and its implementing regulations or because an individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Retaliation is prohibited and is considered a stand-alone policy violation without regard to any finding of responsibility for violation of this policy.

**Complainant:** the individual(s) who is alleged to have been impacted by a violation of this Policy.<sup>5</sup>

**Respondent:** the individual(s) who is alleged to have violated this Policy.

**Formal Complaint:** a document filed by a Complainant or signed by the Title IX Coordinator alleging Sexual Harassment against a Respondent and requesting that the University investigate the allegation of Sexual Harassment in accordance with this Policy. At the time of filing a Formal Complaint, a Complainant must be participating in or attempting to participate in the University's education programs and activities. A "document filed by a Complainant" means a document or electronic submission (such as the reporting form) that contains the Complainant's physical or electronic signature or otherwise indicates that the Complainant is the person filing the Complaint.

**Supportive Measures:** non-disciplinary, non-punitive individualized services offered, as appropriate, and reasonably available, and without fee or charge, that are designed to restore or preserve equal access to the University's Education Programs and Activities without unreasonably burdening another Party, including measures designed to protect the safety of all parties implicated by a report or the University's education environment, or to deter Sexual Harassment. Supportive measures may include: counseling, extensions of academic or other deadlines, course-related adjustments, modifications to work or class schedules, campus escort services, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of campus, and other similar measures. Supportive Measures may also include mutual restrictions on contact between the parties implicated by a report.

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<sup>5</sup> A Complainant and Respondent are each individually a "Party" and collectively the "Parties" with respect to a Formal Complaint filed under this Policy.



**Education Programs and Activities:** all the operations of the University, including, but not limited to, in-person and online educational instruction, employment, research activities, extracurricular activities, athletics, residence life, dining services, performances, and community engagement and outreach programs. Additionally, the term applies to all activity that occurs on campus or on other property owned or occupied by the University. It also includes off-campus locations, events, or circumstances over which the University exercises substantial control over the Respondent and the context in which the Sexual Harassment occurs, including Sexual Harassment occurring in any building owned or controlled by a student organization that is officially recognized by the University. It also includes off-campus conduct when the conduct could deny or limit a person's ability to participate in or benefit from the University's programs and activities or when the University, in its sole discretion, has an identifiable interest in the off-campus conduct.

## **Policy**

Stephen F. Austin State University (the "university") is committed to providing an educational and employment environment free of unlawful sex discrimination. Consistent with the university's Non-Discrimination Notice and the U.S. Department of Education's implementing regulations for Title IX of the Education Amendments of 1972 ("Title IX"), the Campus Sexual Violence Elimination Act ("SaVE Act"), Violence Against Women Act ("VAWA"), and Clery Act, the university prohibits Sexual Harassment that occurs within its Education Programs and Activities.

As further defined below, this policy addresses Sexual Harassment, Sexual Assault, Domestic Violence, Dating Violence, and Stalking regardless of where it occurs, including both on and off university property, if it potentially affects the alleged complainant's educational program, activities, or employment. This policy complies with governing laws, regulations, and guidance.

**Non-Discrimination in Application:** The requirements and protections of this policy apply equally regardless of sex, sexual orientation, gender identity, gender expression, or other protected classes covered by federal or state law. All requirements and protections are equitably provided to individuals regardless of such status or status as a Complainant, Respondent, or Witness. Individuals who wish to file a complaint about the institution's policy or process may contact the Department of Education's Office for Civil Rights using contact information available at <https://ocrcas.ed.gov/contact-ocr>. Pg. 1.

**Disability Accommodations:** This Policy does not alter any institutional obligations under federal disability laws including the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Parties may request reasonable accommodations for disclosed disabilities to the Title IX Coordinator at any point before or during the Title IX process that do not fundamentally alter the process. The Title IX Coordinator will not affirmatively provide disability accommodations that have not been specifically requested by the Parties, even where the Parties may be receiving accommodations in other institutional programs and activities.

## **Procedures**

### **A. Understanding Hostile Environment Sexual Harassment**

In determining whether a Hostile Environment exists, the University will consider the totality of circumstances, including factors such as the actual impact the conduct has had





on the Complainant; the nature and severity of the conduct at issue; the frequency and duration of the conduct; the relationship between the parties (including accounting for whether one individual has power or authority over the other); the respective ages of the parties; the context in which the conduct occurred; and the number of persons affected. The University will evaluate the totality of circumstances from the perspective of a reasonable person in the Complainant's position. A person's adverse subjective reaction to conduct is not sufficient, in and of itself, to establish the existence of a hostile environment.

The University encourages members of the University Community to report any and all instances of Sexual Harassment, even if they are unsure whether the conduct rises to the level of a policy violation.

Sexual Harassment also includes gender-based harassment, which may include acts of verbal, nonverbal, or physical aggression, intimidation, or hostility based on gender or gender stereotyping, sexual orientation, and gender identity even if those acts do not involve conduct of a sexual nature.

Some specific examples of conduct that may constitute Sexual Harassment if unwelcome include, but are not limited to:

1. Unreasonable pressure for a dating, romantic, or intimate relationship or sexual contact;
2. Unwelcome kissing, hugging, or massaging;
3. Sexual innuendos, jokes, or humor;
4. Displaying sexual graffiti, pictures, videos, or posters;
5. Using sexually explicit profanity;
6. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities;
7. E-mail and Internet use that violates this policy;
8. Leering or staring at someone in a sexual way, such as staring at a person's breasts or groin;
9. Sending sexually explicit emails, text messages, or social media posts;
10. Commenting on a person's dress in a sexual manner;
11. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship; or
12. Insulting, demeaning, or degrading another person based on gender or gender stereotypes.

## **B. Reporting Sexual Harassment**

### **1. Title IX Coordinator**

Any person may report Sexual Harassment to the Title IX Coordinator. Reports may be made in person, by regular mail, telephone, electronic mail, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. In-person reports must be made during normal business hours, but reports can be made by regular mail, telephone, or electronic mail at any time, including outside normal business hours.

Reporting options and online reporting forms can be found at the following website: [www.sfasu.edu/lumberjacks-care](http://www.sfasu.edu/lumberjacks-care). In addition, a link to reporting information will be maintained on the university home page.



Contact information for the Title IX Coordinator and Deputy Title IX coordinators is outlined below. This information is subject to change and the most updated contact information for the Title IX coordinator and deputy coordinators can be found at [www.sfasu.edu/lumberjacks-care](http://www.sfasu.edu/lumberjacks-care).

Title IX Coordinator	McKibben Education Building, Suite 304 titleix@sfasu.edu   (936) 468-8292
Deputy Title IX Coordinator for Faculty, Staff, and Third Parties: Director of Human Resources	Austin Building, Suite 201 titleixemployees@sfasu.edu   (936) 468-2304
Deputy Title IX Coordinator for Athletics: Senior Woman Administrator, SFA Intercollegiate Athletics	SFA Athletic Fieldhouse titleixathletics@sfasu.edu   (936) 468-3751
Deputy Title IX Coordinator for the SFA Charter School: CEO/Principal SFA Charter School	2428 Raguet Street titleixcharter@sfasu.edu   (936) 468-5899

## 2. *Mandatory Reporting Requirement for University Employees*

Under Texas law, all University employees, with the exception of Confidential Employees, who:

- in the course and scope of their employment<sup>6</sup>
- witnesses or receives information regarding an incident that the employee reasonably believes constitutes Sexual Harassment<sup>7</sup>, Sexual Assault, Dating Violence, or Stalking, which
- is alleged to have been committed by or against a person who was a student enrolled at or an employee of the University at the time of the incident

must promptly report within 48 hours the incident to the University's Title IX Coordinator or a Deputy Title IX Coordinator.

**Writing required.** The University's online reporting form is the preferred method of communicating incidents promptly, so that a record is made of the time and all factual details disclosed in the initial report. A written memo is also acceptable if it can be delivered to a Coordinator promptly after the employee's duty to report arises.

**Report Contents.** The employee's report must include all information concerning the incident known to the employee which is relevant to an investigation under this Policy, including whether the subject of the report has expressed a desire for an institutional response to the incident or made a request for confidentiality in reporting the incident.

<sup>6</sup> "Course and Scope of Employment" means an employee performing duties in the furtherance of the institution's interests.

<sup>7</sup> For the purposes of Texas' mandatory reporting requirement only, "Sexual Harassment" means: unwelcome, sex-based verbal or physical conduct that (a) in the employment context, unreasonably interferes with a person's work performance or creates an intimidating, hostile, or offensive work environment; or (b) in the education context, is sufficiently severe, persistent, or pervasive that the conduct interferes with a student's ability to participate in or benefit from the University's educational programs or activities.



**Privacy vs. Confidentiality.** References made to confidentiality refer to the ability of identified confidential resources to not report full details of crimes and violations, in accordance with mandatory reporting laws, to law enforcement or university officials without permission, unless waived in writing by the affected individual, or for extreme circumstances, such as a health and/or safety emergency or child abuse. References made to privacy mean University officials and employees who cannot guarantee confidentiality but will maintain privacy to the greatest extent possible, and information disclosed will be relayed only as necessary to investigate and/or seek a resolution and to notify the Title IX Coordinator or designee. The University will limit the disclosure as much as practicable even if the Title IX Coordinator or designee determines that the request for confidentiality cannot be honored.

**Exceptions.** The mandatory reporting requirement does not apply to:

- a. Individuals who are themselves the victims of the Sexual Harassment, Sexual Assault, Dating Violence, or Stalking incident that is being reported;
- b. Instances when an employee receives information about Sexual Harassment, Sexual Assault, Dating Violence, or Stalking at a public awareness event sponsored by the University; or
- c. Employees designated as Confidential Employees.
- d. A campus peace officer employed by the university who receives information regarding an incident involving sexual assault, domestic violence, dating violence, or stalking from an alleged victim who chooses to complete a pseudonym form described in Texas Code of Criminal Procedure. University Police Officers must report limited information to the Title IX Coordinator, including the type of incident, general location and date of alleged incident. The report may not include the victim's name, phone number, address, or other information that may directly or indirectly reveal the victim's identity.

**Consequences of Non-Compliance.** An employee who fails to make a required report will be terminated following an investigation and any required process under the applicable personnel policy.<sup>8</sup>

**Immunity.** An employee who, in good faith reports or assists in the investigation of a report under this Policy, or who testifies or otherwise participates in a disciplinary process or judicial proceeding arising from a report of such an incident, will not be subject to disciplinary action for violations of the administrative policies of Stephen F. Austin State University that are reasonably related to the incident. This immunity does not apply to a person who perpetrates or assists in the perpetration of the incident reported under this policy or who commits a criminal offense pursuant to Texas Education Code § 51.255(a).

### 3. *Confidential Employees*

The University believes it is critical to provide community members who may be experiencing Sexual Harassment information about available institutional resources to empower those individuals to make informed decisions about their rights and options. Members of the University community may speak to officially designated

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<sup>8</sup> Employees who fail to make a mandatory report under this provision may also be subject to criminal prosecution pursuant to Texas Education Code section 51.255(a).



Confidential Employees<sup>9</sup> about Sexual Harassment, Sexual Assault, Dating Violence, or Stalking without the conversation triggering a mandatory report of incident details.

The University has designated the following Confidential Resources:

SFA Counseling Services  
(936) 468-2401 | counseling@sfasu.edu

SFA Human Services Counseling Clinic  
(936) 468-1041 | SFACounselingClinic@sfasu.edu

SFA Student Health Clinic  
(936) 468-4008 | healthservices@sfasu.edu

Family Crisis Center of East Texas  
(936) 468-7233 Campus Office  
(800) 828-7233 (24-hour crisis line)

**A Confidential Employee is not required to report any information that would violate an individual's expectation of privacy, such as the name or other identifying information of an individual who has experienced or allegedly engaged in Sexual Harassment.**

This provision does not affect any employee's duty to report incidents of sexual misconduct as required by other law.

#### 4. *Reports to Law Enforcement*

Victims of a crime have the right to choose whether to report the crime to law enforcement, to be assisted by the University in reporting the crime to law enforcement, or to decline to report the crime to law enforcement. The University encourages anyone who believes they experienced or witnessed a crime to make a report to the Stephen F. Austin State University Police Department ("UPD"), if the assault occurred on campus, or to local law enforcement, for crimes occurring off campus.

Reports of criminal offenses occurring on campus, including but not limited to sexual assault, dating violence, domestic violence, and stalking may also be made to UPD at 936-468-2608 (non-emergency) or 911 (emergency) or to the City of Nacogdoches Police Department 936-559-2607 (non-emergency) or 911 (emergency) or to other local law enforcement authorities. Regardless of where the incident occurred, UPD can assist in making a report to the appropriate law enforcement agency. Individuals are not required to report all criminal violations to law enforcement, but the University strongly encourages reporting criminal violations to the police. The Title IX Coordinator and deputy Title IX coordinators can assist individuals in contacting these law enforcement agencies as well as the confidential resources outlined in Section 6.1 C of this policy. Employees and students with protective or restraining orders relevant to a report are encouraged to provide a copy to the University Police Department.

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<sup>9</sup> Under Texas law, a "Confidential Employee" is an employee (1) designated by the University as a person with whom students may speak confidentially concerning Sexual Harassment, Sexual Assault, Dating Violence, or Stalking or (2) receives information regarding such an incident under circumstances that render the employee's communications confidential or privileged under other law.



If a report of a policy violation is made to UPD, officers will advise the complainant or reporting party of their right to file a report under this policy. To the extent allowed by law and university policy, UPD shall also notify the Title IX Coordinator of the report, and provide the Title IX Coordinator, or the individual investigating the reported policy violation, access to any related university law enforcement records, so long as doing so does not compromise any criminal investigation.

**5. *Medical Treatment and Preservation of Evidence***

In cases of sexual assault, and for one's safety and well-being, immediate medical attention is encouraged to evaluate for physical injury, sexually transmitted diseases, and pregnancy. Being examined as soon as possible, ideally within 120 hours, is important for evidence collection, which may be used to support prosecution should the Complainant decide to pursue criminal charges.

**6. *Anonymous Reports***

Anyone, not designated as a Mandatory Reporter, can make an anonymous report by submitting information through the Online Reporting Form found at <http://www.sfasu.edu/lumberjacks-care>.

**C. Preliminary Assessment**

Upon receipt of a report, the Title IX Coordinator will conduct a preliminary assessment to determine whether the conduct, as reported, constitutes or could constitute Sexual Harassment.

If the Title IX Coordinator determines that the conduct reported could not fall within the scope of this Policy, and/or could not constitute Sexual Harassment, even if investigated, the Title IX Coordinator will close the matter and may notify the reporting party if doing so is consistent with the Family Educational Rights and Privacy Act ("FERPA"). The Title IX Coordinator may refer the report to other University offices, as appropriate.

If the Title IX Coordinator determines that the conduct reported could fall within the scope of this Policy, and/or could constitute Sexual Harassment, if investigated, the Title IX Coordinator will proceed to contact the Complainant.

As part of the preliminary assessment, the Title IX Coordinator may take investigative steps to determine the identity of the Complainant, if such identity is not apparent from the report.

**D. Contacting the Complainant**

If a report is not closed as a result of the preliminary assessment and the Complainant's identity is known, the Title IX Coordinator or their designee will promptly contact the Complainant to discuss the following:

1. The availability of Supportive Measures with or without filing a Formal Complaint;
2. The Complainant's wishes with respect to such Supportive Measures;
3. The process for filing and pursuing a Formal Complaint;



4. The importance of going to a hospital for treatment and preservation of evidence as soon as practicable after the incident, if applicable;
5. The right to report the incident to the institution and to receive a prompt and equitable resolution of the report;
6. The right of a victim of a crime to choose whether to report the crime to law enforcement, to be assisted by the institution in reporting the crime to law enforcement, or to decline to report the crime to law enforcement; and
7. Information about resources that are available on campus and in the community.

## **E. Supportive Measures**

**Generally.** Any individual affected by or accused of Sexual Harassment will have equal access to support and counseling services offered through the University. The University encourages any individual who has questions or concerns to seek support of University-identified resources. The Title IX Coordinator or their designee is available to provide information about the University's policy and procedure and to provide assistance. A list of University identified resources is located at the following link: <http://www.sfasu.edu/lumberjacks-care>.

With regard to an allegation of sexual harassment of an employee, the university and the supervisor of the respondent-employee will take immediate and appropriate corrective action appropriate to the circumstances of the allegation, while affording the necessary due process rights to the respondent-employee.

**Complainant.** The Title IX Coordinator or their designee will offer and make available Supportive Measures to the Complainant upon receipt of a report of Sexual Harassment regardless of whether the Complainant elects to file a Formal Complaint.

**Respondent.** The Title IX Coordinator or their designee will notify the Respondent of the availability of Supportive Measures contemporaneously with the Respondent being notified of a Formal Complaint. Once a Formal Complaint has been initiated, the University will offer and make available Supportive Measures to the Respondent in the same manner in which it offers and makes them available to the Complainant. The University will also offer and make available Supportive Measures to the Respondent prior to the Respondent being notified of a Formal Complaint, if the Respondent requests such measures.

**All Parties.** The University will, to the greatest extent practicable, ensure that each Party or other person who reports an incident of Sexual Harassment is offered counseling provided by a counselor who does not provide counseling to any other person involved in the incident. In addition, all Parties are allowed to drop a course in which both Parties are enrolled without any academic penalty.

**Confidentiality.** The University will maintain the confidentiality of Supportive Measures provided to either a Complainant or Respondent, to the extent that maintaining such confidentiality does not impair the University's ability to provide the Supportive Measures in question.





## **F. Emergency Removal**

At any time after receiving a report of Sexual Harassment, the Title IX Coordinator may remove a student Respondent from the University's education programs and activities on a temporary basis if an individualized safety and risk analysis determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of Sexual Harassment justifies removal. In the event the Title IX Coordinator imposes an emergency removal, the Title IX Coordinator must offer to meet with the Respondent within 24 hours and provide the Respondent an opportunity to challenge the interim removal.

In the case of a Respondent who is a non-student employee (administrator, faculty, or staff), and in its discretion, the University may place the Respondent on administrative leave at any time after receiving a report of Sexual Harassment, including during the pendency of the investigation and adjudication process.

For all other Respondents, including independent contractors and guests, the University retains broad discretion to prohibit such persons from entering onto its campus and other properties at any time, and for any reason, whether after receiving a report of Sexual Harassment or otherwise.

## **G. Formal Complaint**

### *1. Filing a Formal Complaint*

A Complainant may file a Formal Complaint with the Title IX Coordinator requesting that the University investigate and adjudicate a report of Sexual Harassment in accordance with this Policy. Provided, however, that at the time the Complainant submits a Formal Complaint, the Complainant must be participating in, or attempting to participate in, one or more of the University's Education Programs or Activities.

A Complainant may file a Formal Complaint with the Title IX Coordinator in person, by regular mail, or by email using the contact information specified above. No person may submit a Formal Complaint on the Complainant's behalf.

In any case, including a case where a Complainant elects not to file a Formal Complaint, the Title IX Coordinator may file a Formal Complaint on behalf of the University if doing so is not clearly unreasonable. Such action will normally be taken in limited circumstances involving serious or repeated conduct or where the alleged perpetrator may pose a continuing threat to the University Community. Factors the Title IX Coordinator may consider include (but are not limited to):

- a. the seriousness of the alleged incident, including (a) whether a weapon was involved in the incident, (b) whether multiple assailants were involved in the incident, and (c) whether the incident poses a risk of recurrence;
- b. whether the institution has received other reports of Sexual Harassment committed by the Respondent;
- c. whether the alleged incident poses a risk of harm to others; and
- d. any other factors the University determines relevant.

If the Complainant or the Title IX Coordinator files a Formal Complaint, then the University will commence an investigation and proceed to adjudicate the matter. If the



University elects to proceed as a Complainant, the University will inform the alleged victim of the incident of that decision. In all cases where a Formal Complaint is filed, the Complainant will be treated as a Party, irrespective of the Party's level of participation.

## 2. *Consolidation of Formal Complaints*

The University may consolidate Formal Complaints as to allegations of Sexual Harassment against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one Party against the other Party, where the allegations of Sexual Harassment arise out of the same facts or circumstances. Where the investigation and adjudication process involve more than one Complainant or more than one Respondent, references in this policy to the singular "Party," "Complainant," or "Respondent" include the plural, as applicable.

## 3. *Dismissal Prior to Commencement of Investigation*

In a case where the Complainant files a Formal Complaint, the Title IX Coordinator will evaluate the Formal Complaint and must dismiss it if the Title IX Coordinator determines:

- a. The conduct alleged in the Formal Complaint would not constitute Sexual Harassment, even if proved; or
- b. the conduct alleged in the Formal Complaint falls outside the scope of this Policy (*i.e.*, because the alleged conduct did not occur in the University's Education Programs and Activities).
- c. The conduct alleged in the Formal Complaint took place outside the United States.

In the event the Title IX Coordinator determines the Formal Complaint should be dismissed pursuant to this Section, the Title IX Coordinator will provide written notice of dismissal to the parties and advise them of their right to appeal. The Title IX Coordinator may refer the subject matter of the Formal Complaint to other University offices, as appropriate. A dismissal pursuant to this Section is presumptively a final determination for purposes of this policy, unless otherwise specified in writing by the Title IX Coordinator in the written notice of dismissal.

## 4. *Notice of Formal Complaint*

Upon receiving a Formal Complaint, the Title IX Coordinator or designee will promptly transmit a written notice to the Complainant and Respondent that includes:

- a. A physical copy of or hyperlink to this Policy;
- b. Sufficient details known at the time so that the Parties may prepare for an initial interview with the investigator, to include the identities of the parties involved in the incident (if known), the conduct allegedly constituting Sexual Harassment, and the date and location of the alleged incident (if known);
- c. A statement that the Respondent is presumed not responsible for the alleged Sexual Harassment and that a determination of responsibility will not be made until the conclusion of the adjudication and any appeal;
- d. Notifying the Complainant and Respondent of their right to be accompanied by an advisor of their choice;





- e. Notifying the Complainant and Respondent of their right to inspect and review evidence;
- f. Notifying the Complainant and Respondent of the University's prohibitions on retaliation and false statements; and
- g. Information about resources that are available on campus and in the community.

Should the University elect, at any point, to investigate allegations that are materially beyond the scope of the initial written notice, the University will provide a supplemental written notice describing the additional allegations to be investigated.

5. *Presumption of Non-Responsibility*

From the time a report or Formal Complaint is made, a Respondent is presumed not responsible for the alleged misconduct until a determination regarding responsibility is made final.

## **H. Investigation**

1. *Commencement and Timing*

After the written notice of Formal Complaint is transmitted to the Parties, an investigator selected by the Title IX Coordinator will undertake an investigation to gather evidence relevant to the alleged misconduct, including inculpatory and exculpatory evidence. The burden of gathering evidence sufficient to reach a determination in the adjudication lies with the University and not with the Parties. The investigation will culminate in a written investigation report that will be submitted to the adjudicator during the selected adjudication process. Although the length of each investigation may vary depending on the totality of the circumstances, the University strives to complete each investigation within 100 university business days of the transmittal of the written notice of Formal Complaint.

2. *Equal Opportunity*

During the investigation, the investigator will provide an equal opportunity for the Parties to be interviewed, to present witnesses (including fact and expert witnesses), and to present other inculpatory and exculpatory evidence. Notwithstanding the foregoing, the investigator retains discretion to limit the number of witness interviews the investigator conducts if the investigator finds that testimony would be unreasonably cumulative, if the witnesses are offered solely as character references and do not have information relevant to the allegations at issue, or if the witnesses are offered to render testimony that is not Relevant. The investigator will not restrict the ability of the parties to gather and present relevant evidence on their own.

The investigation is a Party's opportunity to present testimonial and other evidence that the Party believes is relevant to resolution of the allegations in the Formal Complaint. A Party that is aware of and has a reasonable opportunity to present particular evidence and/or identify particular witnesses during the investigation, and elects not to, will be prohibited from introducing any such evidence during the adjudication absent a showing of mistake, inadvertence, surprise, or excusable neglect.

3. *Documentation of Investigation*



The investigator will take reasonable steps to ensure the investigation is documented. Interviews of the parties and witnesses may be documented by the investigator's notes, audio recorded, video recorded, or transcribed. The particular method utilized to record the interviews of parties and witnesses will be determined by the investigator in the investigator's sole discretion, although whatever method is chosen shall be used consistently throughout a particular investigation.

#### **4. *Access to the Evidence***

At the conclusion of the evidence-gathering phase of the investigation, but prior to the completion of the investigation report, the investigator will transmit to each Party and their advisor, in either electronic or hard copy form, all evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including evidence the University may choose not to rely on at any hearing and inculpatory or exculpatory evidence whether obtained from a Party or some other source. The parties will have ten calendar days in which to submit to the investigator a written response, which the investigator will consider prior to completing the investigation report.

The parties and their advisors are permitted to review the evidence solely for the purposes of this grievance process and may not duplicate or disseminate the evidence to the public.

#### **5. *Investigation Report***

After the period for the parties to provide any written response has expired, the investigator will complete a written investigation report that fairly summarizes the various steps taken during the investigation, summarizes the relevant evidence collected, lists material facts on which the parties agree, and lists material facts on which the parties do not agree. When the investigation report is complete, the investigator will transmit a copy to the Title IX Coordinator. The investigator will also transmit the investigation report to each Party and their advisor, in either electronic or hard copy form.

### **I. *Adjudication Process Selection***

After the investigator has sent the investigation report to the parties, the Title IX Coordinator will transmit to each Party a notice advising the Party of the two different adjudication processes specified below. The notice will explain that the hearing process is the default process for adjudicating all Formal Complaints and will be utilized unless both parties voluntarily consent to administrative adjudication as a form of informal resolution. The notice will be accompanied by a written consent to administrative adjudication and will advise each Party that, if both parties execute the written consent to administrative adjudication, then the administrative adjudication process will be used in lieu of the hearing process. Parties are urged to carefully review this Policy, consult with their advisor, and consult with other persons as they deem appropriate (including an attorney) prior to consenting to administrative adjudication.

Each Party will have three calendar days from transmittal of the notice specified below to return the signed written consent form to the Title IX Coordinator. If either Party does not timely return the signed written consent, that Party will be deemed not to have consented



to administrative adjudication and the Formal Complaint will be adjudicated pursuant to the hearing process.

## **J. Adjudication**

### **1. Hearing Process**

The process for adjudicating Formal Complaints is the hearing process specified in this Section. The hearing process will be used to adjudicate all Formal Complaints unless both parties' timely consent to Informal Resolution.

Non-participation by any party or their advisor at any point in the hearing process shall not delay the adjudication.

#### **a. Hearing Panel**

After selection of the hearing process as the form of adjudication, the Title IX Coordinator will promptly appoint a hearing panel which will oversee the hearing process and render a determination of responsibility for the allegations in the Formal Complaint, at the conclusion of the hearing process. The Title IX Coordinator will see that the hearing panel is provided a copy of the investigation report and a copy of all evidence transmitted to the parties by the investigator. The hearing panel is composed of three people selected from a pool of trained panelists, one of whom will serve as the hearing panel chair. Neither the investigator nor the Title IX Coordinator may serve on the hearing panel. Panelists whose relationship with a party in an investigation causes a conflict of interest shall be excluded from the panel. The hearing panel is responsible for conducting a live hearing for alleged violations of this policy and for making a determination of responsibility and, when appropriate, apply sanctions. Hearing panelists shall complete ongoing training regarding the issues contained in this policy.

#### **b. Hearing Notice and Response to the Investigation Report**

After the hearing panel is appointed by the Title IX Coordinator, the hearing panel chair will promptly transmit written notice to the parties notifying the parties of the hearing panel's appointment; setting a deadline for the parties to submit any written response to the investigation report; setting a date for the pre-hearing conference; and setting a date and time for the hearing. The hearing may not be held any earlier than ten calendar days from the date of transmittal of the written notice.

A Party's written response to the investigation report must include:

- i. To the extent the Party disagrees with the investigation report, any argument or commentary regarding such disagreement;
- ii. Any argument that evidence should be excluded from consideration at the hearing based on relevancy;
- iii. A list of any witnesses that the Party contends should be requested to attend the hearing pursuant to an attendance notice issued by the hearing panel chair;
- iv. A list of any witnesses that the Party intends to bring to the hearing without an attendance notice issued by the hearing officer;



- v. Any request that the parties be separated physically during the pre-hearing conference and/or hearing;
- vi. Any other accommodations that the Party seeks with respect to the pre-hearing conference and/or hearing;
- vii. The name and contact information of the advisor who will accompany the Party at the pre-hearing conference and hearing; and
- viii. If the Party does not have an advisor who will accompany the Party at the hearing, a request that the University provide an advisor for purposes of conducting questioning.

A Party's written response to the investigation report may also include:

- i. Argument regarding whether any of the allegations in the Formal Complaint are supported by a preponderance of the evidence;
- ii. Argument regarding whether any of the allegations in the Formal Complaint constitute Sexual Harassment;
- iii. Relevant evidence which was not included in the investigation report due to mistake, inadvertence, surprise or excusable neglect;
- iv. Questions which the parties' advisors intend to ask during cross-examination at the hearing to be ruled on for relevancy by the hearing chair prior to the hearing; and
- v. Concerns of bias or conflict of interest which may exist between a party and a member or members of the hearing panel.

**c. Pre-Hearing Conference**

Prior to the hearing, the hearing chair will conduct a pre-hearing conference with the parties and their advisors. The pre-hearing conference will be conducted live, with participation by the parties and their advisors. By default, the pre-hearing conference will be conducted with the hearing officer, the parties, the advisors, and other necessary University personnel, if any, together in the same physical location. However, upon request of either Party, the parties will be separated into different rooms with technology enabling the parties to participate by video and audio.

In the hearing chair's discretion, the pre-hearing conference may be conducted virtually, by use of video and audio technology, where all participants participate by use of such technology.

During the pre-hearing conference, the hearing chair will discuss the hearing procedures with the parties; address matters raised in the parties' written responses to the investigation report, as the hearing officer deems appropriate; discuss whether any stipulations may be made to expedite the hearing; discuss the witnesses the parties have requested be served with notices of attendance and/or witnesses the parties plan to bring to the hearing without a notice of attendance; and resolve any other matters that the hearing officer determines, in the hearing chair's discretion, should be resolved before the hearing. Effort shall be made by the hearing chair to conduct pre-hearing conferences that are equitable and present information that is materially the same to all parties and advisors.



d. Issuance of Notices of Attendance

After the pre-hearing conference, the hearing chair will transmit notices of attendance to any University employee (including administrator, faculty, or staff) or student whose attendance is requested at the hearing as a witness, including those requested by the hearing panel. The notice will advise the subject of the specified date and time of the hearing and advise the subject to contact the hearing chair immediately if there is a material and unavoidable conflict.

The subject of an attendance notice should notify any manager, faculty member, coach, or other supervisor, as necessary, if attendance at the hearing will conflict with job duties, classes, or other obligations. All such managers, faculty members, coaches, and other supervisors are required to excuse the subject of the obligation, or provide some other accommodation, so that the subject may attend the hearing as specified in the notice.

The University is not obligated to issue a notice of attendance to any witness who is not an employee or a student.

e. Hearing

After the pre-hearing conference, the hearing panel will convene and conduct a hearing. The hearing will be audio recorded. The audio recording will be made available to the parties for inspection and review on reasonable notice, including for use in preparing any subsequent appeal.

The hearing will be conducted live, with simultaneous and contemporaneous participation by the parties and their advisors. By default, the hearing will be conducted with the hearing panel, the parties, the advisors, witnesses, and other necessary University personnel together in the same physical location. However, upon request of either Party, the parties will be separated into different rooms with technology enabling the parties to participate simultaneously and contemporaneously by video and audio. The hearing may, in the hearing chair's discretion, be conducted virtually, by use of video and audio technology, where all participants participate simultaneously and contemporaneously by use of such technology.

While the rulings from the hearing chair will govern the particulars of the hearing, each hearing will include, at a minimum:

- i. Opportunity for each Party to address the hearing panel directly and to respond to questions posed by the hearing chair;
- ii. Opportunity for each Party's advisor to ask directly, orally, and in real time, relevant questions, and follow up questions, of the other Party and any witnesses, including questions that support or challenge credibility;
- iii. Opportunity for each Party to raise contemporaneous objections to testimonial or non- testimonial evidence and to have such objections ruled on by the hearing chair and a reason for the ruling provided;
- iv. Opportunity for each Party to submit evidence that the Party did not present during the investigation or pre-hearing conference due to mistake, inadvertence, surprise, or excusable neglect;
- v. Opportunity for each Party to make a brief closing argument.



Except as otherwise permitted by the hearing chair, the hearing will be closed to all persons except the parties, their advisors, the investigator, the hearing panel, the Title IX Coordinator, and other necessary University personnel. With the exception of the investigator and the parties, witnesses will be sequestered until such time as their testimony is complete. During the hearing, the parties and their advisors will have access to the investigation report and evidence that was transmitted to them.

While a Party has the right to attend and participate in the hearing with an advisor, a Party and/or advisor who materially and repeatedly violates the rules of the hearing in such a way as to be materially disruptive, may be barred from further participation and/or have their participation limited at the discretion of the hearing officer.

Subject to the minimum requirements specified in this Section, the hearing chair will have sole discretion to determine the manner and particulars of any given hearing, including with respect to the length of the hearing, the order of the hearing, and questions of admissibility. The hearing chair will independently and contemporaneously screen questions for relevance in addition to resolving any contemporaneous objections raised by the parties and will explain the rational for any evidentiary rulings.

The hearing is not a formal judicial proceeding and strict rules of evidence do not apply.

All participants shall be subject to the university's rules of decorum during hearing processes.

f. Subjection to Questioning

In the event that any Party or witness refuses to attend the hearing, or attends but refuses to submit to questioning by the Parties' advisors, the statements of that Party or witness whether given during the investigation or during the hearing, may be considered by the hearing panel in reaching a determination of responsibility. The hearing panel will rely on appropriate training to judge the credibility and weight given to any statement or evidence presented in the hearing or the investigative report in making a determination of responsibility.

In applying this Section, the hearing panel will not draw an inference about the determination of responsibility based solely on a Party or a witness's absence from the live hearing and/or refusal to submit to questioning by the parties' advisors.

g. Deliberation and Determination

After the hearing is complete, the hearing panel will objectively evaluate all relevant evidence collected during the investigation, including both inculpatory and exculpatory evidence, together with testimony and non-testimony evidence received at the hearing, and ensure that any credibility determinations made are not based on a person's status as a Complainant, Respondent, or witness. The hearing panel will take care to exclude from consideration any evidence that was ruled not Relevant at the pre-hearing conference, during the hearing, or otherwise. The hearing panel will resolve disputed facts using a preponderance of the evidence (i.e., "more likely than not") standard and reach a determination regarding





whether the facts that are supported by a preponderance of the evidence constitute one or more violations of the policy as alleged in the Formal Complaint.

h. Discipline and Remedies

In the event the hearing panel determines that the Respondent is responsible for violating this policy, the hearing chair will, prior to issuing a written decision, consult with an appropriate University official with disciplinary authority over the Respondent and such official will determine any discipline to be imposed and the process to follow through with such discipline in coordination with other University departments as necessary. The hearing chair will also, prior to issuing a written decision, consult with the Title IX Coordinator who will determine whether and to what extent ongoing support measures or other remedies will be provided to the Complainant.

If a student is found responsible for Sexual Harassment and the sanction imposed makes the student ineligible to reenroll in the University (i.e., suspension or expulsion), the University will include a notation on the student's transcript. The student may request the removal of a transcript notation imposed under this Policy if:

- i. the student becomes eligible to reenroll at the University; or
- ii. the University determines that good cause exists to remove the notation.

If the University receives an appropriate request by another postsecondary educational institution, the University will provide to the requesting institution information relating to the University's determination that the student violated this Policy.

i. Written Decision

After reaching a determination and consulting with the appropriate University official and Title IX Coordinator as required above, the hearing chair will prepare a written decision that will include:

- i. Identification of the allegations potentially constituting covered Sexual Harassment made in the Formal Complaint;
- ii. A description of the procedural steps taken by the University upon receipt of the Formal Complaint, through issuance of the written determination, including notification to the parties, interviews with the parties and witnesses, site visits, methods used to gather non-testimonial evidence, and the date, location, and people who were present at or presented testimony at the hearing;
- iii. Findings of fact, made under a preponderance of the evidence standard, that support the determination;
- iv. A statement of, and rationale for, each allegation that constitutes a separate potential incident of Sexual Harassment, including a determination regarding responsibility for each separate potential incident;
- v. The discipline determined by the appropriate University official;
- vi. Whether the Complainant will receive any ongoing support measures or other remedies as determined by the Title IX Coordinator; and



- vii. A description of the University's process and grounds for appeal.

The hearing chair's written determination will be transmitted to the parties. Transmittal of the written determination to the parties concludes the hearing process, subject to any right of appeal.

Although the length of each adjudication by hearing will vary depending on the totality of the circumstances, the University strives to issue the hearing chair's written determination within 15 business days of the conclusion of the hearing.

## 2. *Administrative Adjudication*

In lieu of the hearing process and to the extent not prohibited by federal law, the Parties may consent to have a Formal Complaint resolved by administrative adjudication as a form of informal resolution. Administrative adjudication is voluntary and must be consented to in writing by both parties and approved by the Title IX Coordinator. At any time prior to the issuance of the administrative officer's determination, a Party has the right to withdraw from administrative adjudication and request a live hearing.

If administrative adjudication is selected, the Title IX Coordinator will appoint an administrative officer who does not need to be an employee of the University. The Title IX Coordinator will see that the administrative adjudicator is provided a copy of the investigation report and a copy of all the evidence transmitted to the parties by the investigator.

The administrative officer will promptly send written notice to the Parties notifying the parties of the administrative officer's appointment; setting a deadline for the parties to submit any written response to the investigation report; and setting a date and time for each party to meet with the administrative officer separately. The administrative officer's meetings with the parties will not be held any earlier than ten calendar days from the date of transmittal of the written notice specified in this paragraph.

A Party's written response to the investigation report must include:

- i. To the extent the party disagrees with the investigation report, any argument or commentary regarding such disagreement;
- ii. Any argument that a particular piece or class of evidence should be categorically excluded from consideration at the hearing based on privilege, relevancy, the prohibition on the use of sexual history, or for any other reason;
- iii. Argument regarding whether any of the allegations in the Formal Complaint are supported by a preponderance of the evidence;
- iv. Argument regarding whether any of the allegations in the Formal Complaint constitute Sexual Harassment.

After reviewing the Parties' written responses, the administrative officer will meet separately with each party to provide the Party with an opportunity make any oral argument or commentary the Party wishes to make and for the administrative officer to ask questions concerning the Party's written response, the investigative report, and/or the evidence collected during the investigation.

After meeting with each Party, the administrative officer will objectively re-evaluate all relevant evidence, including both inculpatory and exculpatory evidence and ensure that any credibility determinations made are not based on a person's status as a





Complainant, Respondent, or witness. The administrative officer will take care to exclude from consideration any evidence that the administrative officer determines should be ruled inadmissible based on the objections and arguments raised by the Parties in their respective written responses to the investigation report. The administrative officer will resolve disputed facts using a preponderance of the evidence (*i.e.*, “more likely than not”) standard and reach a determination regarding whether the facts that are supported by a preponderance of the evidence constitute one or more violations of the policy as alleged in the Formal Complaint.

Thereafter, the administrative officer will consult with any University official and the Title IX Coordinator and will prepare and transmit a written decision which shall serve as a resolution for purposes of informal resolution.

Transmittal of the administrative officer’s written determination concludes the administrative adjudication, subject to any right of appeal.

Although the length of each administrative adjudication will vary depending on the totality of the circumstances, the University strives to issue the administrative officer’s written determination within twenty-one calendar days of the transmittal of the initiating written notice.

#### **K. Dismissal During Investigation or Adjudication**

The University may dismiss a Formal Complaint at any point during the investigation or adjudication process if the Title IX Coordinator determines that any one or more of the following is true:

1. The Complainant provides the Title IX Coordinator written notice that the Complainant wishes to withdraw the Formal Complaint or any discrete allegations therein (in which case those discrete allegations may be dismissed);
2. The Respondent is no longer enrolled or employed by the University; or
3. Specific circumstances prevent the University from gathering evidence sufficient to reach a determination as to the Formal Complaint, or any discrete allegations therein (in which case those discrete allegations may be dismissed).

In the event the Title IX Coordinator determines that a Formal Complaint should be dismissed pursuant to this Section, the Title IX Coordinator will provide written notice of dismissal to the parties and advise them of their right to appeal. The Title IX Coordinator may refer the subject matter of the Formal Complaint to other University offices, as appropriate. A dismissal pursuant to this Section is presumptively a final determination as it pertains to this policy, unless otherwise specified in writing by the Title IX Coordinator in the written notice of dismissal.

#### **L. Appeal**

##### *1. Grounds for Appeal*

Either Party may appeal the determination of an adjudication, or a dismissal of a Formal Complaint, on one or more of the following grounds:



- a. A procedural irregularity affected the outcome;
- b. There is new evidence that was not reasonably available at the time the determination or dismissal was made, that could have affected the outcome;
- c. The Title IX Coordinator, investigator, hearing panel, or administrative officer had a conflict of interest or bias for or against complainants or respondents generally, or against the individual Complainant or Respondent, that affected the outcome.

No other grounds for appeal are permitted.

## 2. *Deadline to File Appeal*

A Party must file an appeal within seven calendar days of the date they receive notice of dismissal or determination appealed from or, if the other Party appeals, within three calendar days of the other Party appealing, whichever is later. All parties will be provided a link to the appeal form upon notification of the findings in their case. The appeal must be submitted in writing and must specifically identify the determination and/or dismissal appealed from, articulate which one or more of the three grounds for appeal are being asserted, explain in detail why the appealing Party believes the appeal should be granted, and articulate what specific relief the appealing Party seeks. Appeals should be submitted using the online appeal form which can be found on the Lumberjacks Care webpage at <http://www.sfasu.edu/lumberjacks-care>.

## 3. *Resolution of Appeal*

Promptly upon receipt of an appeal, the Title IX Coordinator or designee will appoint an appeal officer who will conduct an initial evaluation to confirm that the appeal is timely filed and that it invokes at least one of the permitted grounds for appeal. If the appeal officer determines that the appeal is not timely, or that it fails to invoke a permitted ground for appeal, the appeal officer will dismiss the appeal and provide written notice of the same to the parties.

If the appeal officer confirms that the appeal is timely and invokes at least one permitted ground for appeal, the appeal officer will provide written notice to the other Party that an appeal has been filed and that the other Party may submit a written opposition to the appeal within seven calendar days. The appeal officer shall also promptly obtain from the Title IX Coordinator or designee any records from the investigation and adjudication necessary to resolve the grounds raised in the appeal.

Upon receipt of any opposition, or after the time period for submission of an opposition has passed without one being filed, the appeal officer will promptly decide the appeal and transmit a written decision to the parties that explains the outcome of the appeal and the rationale. The determination of a Formal Complaint, including any discipline, becomes final when the time for appeal has passed with no Party filing an appeal or, if any appeal is filed, at the point when the appeal officer has resolved all appeals, either by dismissal or by transmittal of a written decision. No further review beyond the appeal is permitted.



Although the length of each appeal will vary depending on the totality of the circumstances, the University strives to issue the appeal officer's written decision within 21 calendar days of an appeal being filed.

## **M. Informal Resolution**

The University may, in the Title IX Coordinator's discretion, facilitate an Informal Resolution in accordance with the protocol outlined below.

### **1. Guiding Principles**

Generally, informal resolution involves a structured, supervised interaction between the Parties and/or other affected community members that seeks to identify and meet the needs of the Complainant while providing an opportunity for the Respondent and/or other affected community members to repair harm (to the extent possible). Informal resolution may not include an investigation, hearing, or disciplinary action against a Respondent (including transcript notations), but may include imposing appropriate and reasonable remedies as agreed to by the Parties. All informal resolutions are facilitated by a trained administrator or outside expert.

### **2. Availability of Information Resolution**

Informal resolution is available in matters in which the Title IX Coordinator, in the Title IX Coordinator's discretion, determines it is appropriate. Factors the University will consider when determining whether a report of Prohibited Conduct is suitable for Informal Resolution include, but are not limited to:

- a. The nature and severity of the conduct, including whether the use of force or a weapon was involved;
- b. the Respondent's prior known disciplinary or criminal conduct, including whether the University has received other reports of Prohibited Conduct committed by the Respondent;
- c. whether the alleged incident poses a risk of harm to other individuals or the community;
- d. the dynamics of power or control commonly associated with the alleged conduct or the nature of the parties' relationship;
- e. whether multiple parties are affected or involved;
- f. any admissions of responsibility by the Respondent; and
- g. any other factor deemed relevant by the Title IX Coordinator or their designee in the interest of overall campus safety or safety of the parties involved.

Informal Resolution will not be permitted if:

- a. The Respondent is a non-student employee accused of committing Sexual Harassment against a student;
- b. The allegations include Sexual Assault;
- c. The allegations include ongoing Dating and/or Domestic Violence, or
- d. An imminent threat of harm exists.



The Title IX Coordinator's determination on whether the allegations may be resolved with an Informal Resolution is not subject to appeal.

### 3. *Informal Resolution Process*

At any time after the parties are provided written notice of the Formal Complaint, and before the completion of any appeal, the parties may voluntarily consent, with the Title IX Coordinator's approval, to engage in mediation, facilitated resolution, or other form of dispute resolution the goal of which is to enter into a final resolution resolving the allegations raised in the Formal Complaint by agreement of the parties. Administrative Adjudication is a form of informal resolution.

The specific manner of any informal resolution process will be determined by the Parties and the Title IX Coordinator, in consultation together. Prior to commencing the informal resolution process agreed upon, the Title IX Coordinator will transmit a written notice to the Parties that:

- a. Describes the parameters and requirements of the informal resolution process to be utilized;
- b. Identifies the individual responsible for facilitating the informal resolution (who may be the Title IX Coordinator, another University official, or a suitable third-Party);
- c. Explains the effect of participating in informal resolution and/or reaching a final resolution will have on a Party's ability to resume the investigation and adjudication of the allegations at issue in the Formal Complaint; and
- d. Explains any other consequence resulting from participation in the informal resolution process, including a description of records that will be generated, maintained, and/or shared.

After receiving the written notice specified in this paragraph, each Party must voluntarily provide written consent to the Title IX Coordinator, before the informal resolution may commence. The University will not pressure or compel any individual to engage in mediation, to directly confront the other, or to participate in any particular form of informal resolution. Individuals may be accompanied by an adviser or support person at any meetings related to the informal resolution process.

If the Parties reach a resolution through the informal resolution process, and the Title IX Coordinator agrees that the resolution is not clearly unreasonable, the Title IX Coordinator will reduce the terms of the agreed resolution to writing and present the resolution to the parties for their written signature. Once both parties and the Title IX Coordinator sign the resolution, the resolution is final, and the allegations addressed by the resolution are considered resolved and will not be subject to further investigation, adjudication, remediation, or discipline by the University, except as otherwise provided in the resolution itself, absent a showing that a Party induced the resolution by fraud, misrepresentation, or other misconduct or where required to avoid a manifest injustice to either Party or to the University. Notwithstanding the forgoing if the form of informal resolution is Administrative Adjudication, there shall not be an agreed resolution requiring the parties' signatures; instead, the determination issued by the administrative officer shall serve as the resolution and conclude the informal resolution process, subject only to any right of appeal. With the exception of a



resolution resulting from the Administrative Adjudication process, all other forms of informal resolution pursuant to this Section are not subject to appeal.

#### **4. *Informal Resolution Options***

The office of Title IX at Stephen F. Austin State University offers the following informal resolution procedures for addressing Formal Complaints of Sexual Harassment covered in this policy:

***Mutual No-Contact Directive:*** A mutual no-contact directive is a contract provided by the Office of Title IX, the terms of which are that the parties will not initiate contact with each other in person, over text or social media, or through third parties.

***Mediation:*** The purpose of mediation is for the involved parties to identify appropriate remedies to resolve the allegations and maintain equitable access to educational activities. During mediation, a facilitator will guide a conversation between parties in separate meetings; the parties will be asked not to contact each other directly during the process. Mediation may not result in disciplinary action against a Respondent but may include imposing appropriate and reasonable remedies as agreed to by the parties.

***Administrative Adjudication:*** Administrative Adjudication is a form of informal resolution. Notwithstanding the foregoing if the form of informal resolution is administrative adjudication, there shall not be an agreed resolution requiring the parties' signatures; instead, the determination issued by the administrative officer shall serve as the resolution and conclude the informal resolution process, subject only to any right of appeal.

With the exception of a resolution resulting from the Administrative Adjudication process, all other forms of informal resolution are not subject to appeal.

#### **5. *Termination of Informal Resolution***

A Party may withdraw their consent to participate in informal resolution at any time before a resolution has been finalized. If the parties withdraw from the informal resolution process, information disclosed or obtained during the informal resolution may be included as evidence during the formal investigation and live hearing.

#### **6. *Deadlines for Informal Resolution***

Absent extension by the Title IX Coordinator, any informal resolution process must be completed within 15 university business days, unless otherwise deemed by the Title IX Coordinator. If an informal resolution process does not result in a resolution within 21 calendar days, and absent an extension, abeyance, or other contrary ruling by the Title IX Coordinator, the informal resolution process will be deemed terminated, and the Formal Complaint will be resolved pursuant to the investigation and adjudication procedures. The Title IX Coordinator may adjust any time periods or deadlines in the investigation and/or adjudication process that were suspended due to the informal resolution.

During the pendency of the informal resolution process, the investigation and adjudication processes that would otherwise occur are stayed and all related deadlines are suspended.

### **N. Other Investigation and Adjudication Considerations**



### 1. *Advisor of Choice*

From the point a Formal Complaint is made, and until an investigation, adjudication, and appeal are complete, the Complainant and Respondent will have the right to be accompanied by an advisor of their choice to all meetings, interviews, and hearings that are part of the investigation, adjudication, and appeal process. The advisor may be, but is not required to be, an attorney.

Except for the questioning of witnesses during the hearing, the advisor will play a passive role and is not permitted to communicate on behalf of a Party, insist that communication flow through the advisor, or communicate with the University about the matter without the Party being included in the communication. In the event a Party's advisor of choice engages in material violation of the parameters specified in this policy, the University may preclude the advisor from further participation, in which case the Party may select a new advisor of their choice.

In the event a Party is not able to secure an advisor to attend the and requests the University to provide an advisor, the University will provide the Party an advisor, without fee or charge, who will conduct questioning on behalf of the Party at the hearing. The University will have sole discretion to select the advisor it provides. The advisor the University provides may be, but is not required to be, an attorney.

The University will provide an advisor to any Party upon receipt of a request to the Title IX Coordinator or their designee. The University will provide an advisor for any Party at a hearing for the purpose of cross-examining a Party or witness.

The role of advisors in cross-examination in Title IX hearings shall not constitute the practice of law as reserved for a licensed attorney. Licensed attorneys retained as advisors for Title IX proceedings shall fill the role of an advisor, not the role of an attorney.

### 2. *Conflict of Interest, Bias, and Procedural Complaints*

The Title IX Coordinator, investigator, hearing officer, administrative officer, appeals officer, and informal resolution facilitator will be free of any material conflicts of interest or material bias. Any Party who believes one or more of these University officials has a material conflict of interest or material bias must raise the concern promptly so that the University may evaluate the concern and find a substitute, if appropriate. The failure of a Party to timely raise a concern of a conflict of interest or bias may result in a waiver of the issue for purposes of any appeal.

### 3. *Objections Generally*

Parties are expected to raise any objections, concerns, or complaints about the investigation, adjudication, and appeals process in a prompt and timely manner so that the University may evaluate the matter and address it, if appropriate.

### 4. *Treatment Records and Other Privileged Information*

During the investigation and adjudication processes, the investigator and adjudicator are not permitted to access, consider, disclose, permit questioning concerning, or otherwise use:

- a. a Party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional or paraprofessional's capacity, or assisting in that capacity, and





which are made and maintained in connection with the provision of treatment to the Party; or

- b. information or records protected from disclosure by any other legally-recognized privilege, such as the attorney-client privilege

unless the University has obtained the Party's voluntary, written consent to do so for the purposes of the investigation and adjudication process.

Notwithstanding the foregoing, the investigator and/or adjudicator, may consider any such records or information otherwise covered by this Policy if the Party holding the privilege affirmatively discloses the records or information to support their allegation or defense.

#### 5. *Sexual History*

During the investigation and adjudication processes, questioning regarding a Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent. Notwithstanding the foregoing, a Complainant who affirmatively uses information otherwise considered irrelevant by this Section for the purpose of supporting the Complainant's allegations, may be deemed to have waived the protections of this Section.

#### 6. *Student Withdrawal or Graduation Pending Disciplinary Charges*

If a student withdraws or graduates from the University pending an investigation of a complaint of Sexual Misconduct under this Policy, the University will expedite the disciplinary process as necessary to accommodate both the Complainant and the Respondent's interest in a speedy resolution and continue the investigation with or without the participation of the Respondent.

#### 7. *Academic Freedom*

The University will construe and apply this Policy consistent with the principles of academic freedom specified in policy 7.3, Academic Freedom and Responsibility. In no case will a Respondent be found to have committed Sexual Harassment based on expressive conduct that is protected by the principles of academic freedom specified in university policy.

### **O. Sanctions**

1. Disciplinary sanctions or other actions that are not supportive measures shall not be imposed on Respondents prior to a determination of responsibility except in cases meeting the requirements for emergency removals.
2. The designated administrator may decide sanctions, if any, or may delegate the sanctioning decision to another authority. Sanctioning decisions involving employees must be determined in consultation with Human Resources.
3. Sanctions may have rehabilitative, educational, and restorative elements for students. In addition, sanctions may have punitive components. Examples of sanctions may include, but are not limited to, written reprimand or warning, required training, no-



contact directives, probation, suspension, and employment dismissal and/or expulsion.

4. Students found responsible for committing Dating or Domestic Violence and/or Sexual Assault will be subject to permanent expulsion with a minimum sanction of a one-year suspension, in the absence of significant mitigating factors.
5. Students found responsible for committing acts of Sexual Harassment, Sexual Assault, Stalking, Dating Violence, Domestic Violence, and/or any other sex-based misconduct who are allowed to return after a suspension of one year or more will be ineligible to represent the university in any way or to hold an office in any recognized student organization. This includes intercollegiate athletics or other competitions, both on and off campus, and ineligible to receive an institutional scholarship, in the absence of significant mitigating factors.
6. When an employee is found to have sexually harassed or engaged in sex-based misconduct as defined in this policy, the sanction will be termination of employment.
7. For sex discrimination complaints, both the Complainant(s) and the Respondent(s) will be informed in writing of any and all sanctions, except when to do so would violate state or federal law (e.g., Family Educational Rights and Privacy Act).

## **P. Additional Policy Violations**

### **1. Retaliation**

Any person who retaliates against (a) anyone filing a report of Sexual Misconduct or Formal Complaint, (b) the parties or any other participants (including any witnesses or any University employee) in a Grievance Process relating to a Formal Complaint, (c) any person who refuses to participate in a Grievance Process, or (d) any person who under this Policy opposed any unlawful practice, is subject to disciplinary action up to and including dismissal or separation from the University. If any participant in a Grievance Process believes they have been subject to Retaliation (as defined in this Policy), they should immediately report the alleged retaliatory conduct to the Title IX Coordinator.

### **2. Bad Faith Complaints and False Information**

Any person, who in bad faith, knowingly files a false complaint under this Policy or provides materially false or frivolous information is subject to disciplinary action up to and including dismissal or separation from the University. A determination that a Respondent is not responsible for allegations of Sexual Misconduct does not imply a report, Formal Complaint, or information provided was false. Similarly, a determination that a Respondent is responsible for a policy violation does not imply that a Respondent's statements disclaiming responsibility were false.

### **3. Interference with the Grievance Process**

Any person who interferes with the Grievance Process (outlined in Section 6 of this Policy) is subject to disciplinary action up to and including dismissal or separation from the University. Interference with a Grievance Process may include, but is not limited to:

- a. Attempting to coerce, compel, or prevent an individual from providing testimony or relevant information;





- b. Removing, destroying, or altering documentation relevant to the Grievance Process; or
- c. Knowingly providing false or misleading information to the Title IX Coordinator, investigator or hearing officer, or encouraging others to do so.

#### **4. *Failure to Report for Responsible Employees***

If a Responsible Employee knowingly fails to report within the aforementioned guidelines to the Title IX Coordinator all information concerning an incident the employee reasonably believes constitutes Sexual Misconduct (including stalking, dating violence, sexual assault, or sexual harassment) committed by or against a student or employee at the time of the incident, the employee is subject to disciplinary action, including termination.

The duty to report acts reasonably believed to be stalking, dating violence, sexual assault, and sexual harassment arises from state law. The University goes further and requires Responsible Employees to report all acts reasonably believed to be any type of Sexual Misconduct, as defined in this Policy. It is important to note that for purposes of Failure to Report, the definition of sexual harassment, as defined under state law, is broader than the definition of sexual harassment under this Policy and is defined as: Unwelcome, sex-based verbal or physical conduct that:

- a. In the employment context, unreasonably interferes with a person's work performance or creates an intimidating, hostile, or offensive work environment; or
- b. In the education context, is sufficiently severe, persistent, or pervasive that the conduct interferes with a student's ability to participate in or benefit from educational programs or activities at a postsecondary institution.

#### **5. *Investigative Process for Allegations under Additional Policy Violations***

When a complaint is received under this section and the alleged conduct, if true, rises to a potential violation of this policy, an investigator will be assigned by the Title IX Coordinator. The university reserves the right to appoint an external investigator or investigator from a different division in its sole discretion. The investigation shall normally be conducted within 30 business days from when the investigator is appointed. Case complexity will vary and the resolution of the Complaint will depend on case circumstances; however, the investigation will conclude under normal circumstances within 30 business days. It is incumbent upon the investigator to document a reasonable justification for extending an investigation beyond 30 business days.

The investigator will interview Complainant and persons who are considered to have pertinent factual information related to the complaint. The investigator will also gather and examine documents relevant to the complaint. Facts will be considered through the Reasonable Person standard. Findings will be based on the totality of circumstances surrounding the conduct complained of. The investigator conducting the investigation may also consult with appropriate management personnel, including the director of human resources, the Title IX Coordinator, and/or legal counsel for advice and guidance as applicable.

The University reserves the right to take such action as may be reasonably appropriate upon receipt of a Complaint to protect Complainant or the university community



pending outcome of the investigation, including interim suspension with pay of an employee, or interim suspension of a student.

- a. Notification of the Respondent(s): After investigating the allegations, the investigator will meet with Respondent(s), provide them with information regarding the complaint, and give them an opportunity to respond. Respondent(s) may, but is not required to, submit a written response to the allegations in the time prescribed by the investigator.
- b. Report of Findings and Recommendations: The investigator is responsible for preparing a report responding to each allegation subject to this Policy. This report should describe the investigator's findings and conclusions to each allegation.

There are two possible findings based on a preponderance of the evidence standard: (1) Substantiated: there is sufficient evidence that it is more likely than not that the Policy has been violated, based on the evidence reviewed; or (2) Unsubstantiated: there is insufficient evidence to prove or disprove that the Policy has been violated, based on the evidence reviewed. The report should also include a brief overview of the investigative process including the category and number of individuals interviewed, timelines, and a summary of each allegation. Finally, the report should contain the investigator's recommendations, if any, for resolution of the matter. This report should be addressed to the appropriate university administrator with the authority to impose sanctions if warranted.

The appropriate university administrator shall review the findings and recommendations of the investigator and take such action deemed appropriate. Such action shall be communicated in a letter to Complainant and Respondent(s) with copies to the general counsel, director of human resources, and the Title IX Coordinator, as applicable, within ten (10) business days of receipt from the investigator.

## 6. *Appeal Process*

A Complainant or Respondent may request a review of the findings and conclusions by the appropriate vice president (or President if the recipient of the investigative report was a vice president). A request for review must be submitted to the reviewing official within five (5) business days from the date of the prior university administrator's notification. The appeal process is not a re-investigation of the original complaint, but is an opportunity for the appealing party to request a review based on one or more of the following grounds for appeal: (1) a procedural error on the part of the investigator that unfairly and materially affected the outcome of the case; or (2) material evidence has been discovered that was not reasonably available at the time of the investigation. A complete request for review will include the basis for the request and how this affected the investigator's determination in the case. Incomplete requests will not be considered. The decision of the reviewing official regarding the finding and determination is final.

## 7. *Sanctions for Additional Policy Violations*

- a. University employees
  - i. University sanctions for violations of this section may include any disciplinary action, up to and including termination of employment for



faculty or staff. Such activities may be viewed as constituting a violation of the Faculty Code of Conduct (7.11) policy and grounds for termination under the Tenure and Continued Employment (7.29) policy, and a major work rule violation under the Discipline and Discharge (11.4) policy.

- ii. The employment of individuals found responsible for a failure to report under this Policy will be terminated as required by law.

- b. Students

- i. Students are subject to the spectrum of sanctions as defined in this Policy.

#### 8. *Other Sex-Based Misconduct*

This policy applies only to Sexual Harassment as defined in this Policy. Complaints of other forms of sex discrimination are governed by policy 2.11, Nondiscrimination.

### Q. **Records Retention**

The University shall meet minimum requirements for Title IX processes records retention (whether digital or analog) set forth by federal regulation, state law, and university policy.

### R. **Discretion in Application**

#### 1. *Interpretation*

The University retains discretion to interpret and apply this Policy in a manner that is not clearly unreasonable, even if the University's interpretation or application differs from the interpretation of the Parties.

The provisions of this Policy and the Hearing Procedures are not contractual in nature, whether in their own right, or as part of any other express or implied contract. Accordingly, the University retains discretion to revise this Policy and the Hearing Procedures at any time, and for any reason. The University may apply Policy revisions to an active case provided that doing so is not clearly unreasonable.

#### 2. *Outside Appointments, Dual Appointments, and Delegations*

The University retains discretion to retain and appoint suitably qualified persons who are not University employees to fulfill any function of the University under this policy, including, but not limited to, the investigator, hearing officer, administrative officer, informal resolution officer, and/or appeals officer. The University also retains discretion to appoint two or more persons to jointly fulfill the role of investigator, hearing officer, administrative officer, informal resolution officer, and/or appeals officer.

The functions assigned to a given University official under this policy, including but not limited to the functions assigned to the Title IX Coordinator, investigator, hearing officer, administrative officer, informal resolution officer, and appeals officer, may, in the University's discretion, be delegated by such University official to any suitably qualified individual and such delegation may be recalled by the University at any time.

#### 3. *Vendors, Contractors and Third Parties*

The University does business with various vendors, contractors, and other third-parties who are not students or employees of the University. Notwithstanding any rights that a given vendor, contractor, or third-party Respondent may have under this policy, the University retains its right to limit any vendor, contractor, or third-party's access to



campus for any reason. And the University retains all rights it enjoys by contract or law to terminate its relationship with any vendor, contractor, or third- party irrespective of any process or outcome under this policy.

#### **4. *Recordings***

Wherever this policy specifies that an audio or video recording will be made, the recording will be made only by the University and is considered property of the University, subject to any right of access that a Party may have under this policy, FERPA, and other applicable federal, state, or local laws. Only the University is permitted to make audio or video recordings under this policy. The surreptitious recording of any meeting, interview, hearing, or other interaction contemplated under this policy is strictly prohibited. Should any Party desire a transcription of the recording, a request should be made to the Title IX Office and the requesting Party is responsible for all associated costs.

#### **5. *Relationship with Criminal Process***

This policy sets forth the University's processes for responding to reports and Formal Complaints of Sexual Harassment. The University's processes are separate, distinct, and independent of any criminal processes. While the University may temporarily delay its processes under this policy to avoid interfering with law enforcement efforts if requested by law enforcement, the University will otherwise apply this policy and its processes without regard to the status or outcome of any criminal process.

### **S. Revocation by Operation of Law**

Should any portion of the Title IX Final Rule, 85 Fed. Reg. 30026 (May 19, 2020), be stayed or held invalid by a court of law, or should the Title IX Final Rule be withdrawn or modified to not require the elements of this policy, this policy, or the invalidated elements of this policy, will be deemed revoked as of the publication date of the opinion or order and for all reports after that date, as well as any elements of the process that occur after that date if a case is not complete by that date of opinion or order publication. Should Policy 2.13, Title IX be revoked in this manner, any conduct covered under Policy 2.13 Title IX shall be investigated and adjudicated under the existing Nondiscrimination Policy 2.11.

### **Related Statutes or Regulations, Rules, Policies, or Standards**

Title IX of the Education Amendments Act of 1972, 20 U.S.C. §§ 1681; 42 U.S.C. § 1981; 34 C.F.R. Part 106

Tex. Educ. Code §§ 51.251-.260, .281-.293  
Tex. Fam. Code §§ 71.0021, 004

Nondiscrimination (2.11); Academic Freedom and Responsibility (7.3); Faculty Code of Conduct (7.11); Tenure and Continued Employment (7.29); Student Code of Conduct (10.4); Discipline and Discharge (11.4)

### **Responsible Executive**



Title IX Coordinator

### **Forms**

Sexual Misconduct Reporting Form, Sexual Misconduct Appeal of Investigation Findings Form,  
Mandatory Reporter- Title IX Reporting Form

### **Revision History**

July 26, 2022  
July 27, 2021  
July 21, 2020  
July 23, 2019  
July 24, 2018  
July 25, 2017  
July 26, 2016

**Report to the Board of Regents – January 2023**  
Grants<sup>1</sup> awarded between January 1, 2023 and March 31, 2023

**Fiscal Year 2023 – as of March 31, 2023**

<b>Amounts allocable to FY23</b> (detailed in this report)	
Federal funds (direct and pass-through)	\$ 733,053
State Funds (direct and pass-through)	\$ 108,239
Private and Local Government	\$ 256,191
<b>TOTAL</b>	<b>\$ 1,097,483</b>
<b>New awards, FY23</b> (detailed in this report, all project years)	<b>\$ 1,602,288</b>
<b>Cumulative amount allocable to FY23</b>	<b>\$ 8,240,994</b>
<b>Cumulative award total FY23, all project years</b>	<b>\$46,450,234</b>

*New, Additional, or Previously Unreported Awards for FY 2023*

**Federal Funds (direct and pass-throughs)**

**Title** \* *Population Viability and Trophic Ecology of Alligator Snapping Turtles along a Fishing Pressure Gradient*

**Sponsor:** Texas Parks and Wildlife (prime - Fish & Wildlife Service, US Dept of the Interior)

**Award Term:** January 4, 2023 – August 31, 2025

**PI/PD:** Dr. Jessica Glasscock, Forestry

**Total Award:** \$190,406 **Amount Allocable to FY23:** \$60,576

*Research grant to examine the alligator snapping turtles population structure. Funds will provide for one graduate research assistantship for three years.*

**Title** \* *2022-23 edTPA Pilot Teacher Candidate Support Grant*

**Sponsor:** Texas Education Agency (prime sponsor - US Department of Education)

**Award Term:** January 11, 2023 – August 31, 2023

**PI/PD:** Dr. Christina Sinclair, College of Education

**Total Award:** \$151,740 **Amount Allocable to FY23:** \$151,740

*Funds to purchase up to 491 test vouchers for edTPA registration fees for teacher candidates.*

**Title** \* *GEER II - Nursing Shortage Reduction Program Grant*

**Sponsor:** Texas Higher Education Coordinating Board (prime – US Department of Education)

**Award Term:** December 19, 2022 to September 30, 2023

**PI/PD:** Dr. Tamara Harris, School of Nursing

**Total Award:** \$104,550 **Amount Allocable to FY23:** \$104,550

*Grant funds to help recruit new students in the nursing program to alleviate nursing shortages in the state of Texas.*

*\*New awards or additional funds added to a current award*

<sup>1</sup>*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 & Graduate Studies.*

**Report to the Board of Regents – January 2023**  
Grants<sup>1</sup> awarded between January 1, 2023 and March 31, 2023

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**Title**                      *\* Conservation Status and Life History of Imperiled Fish Species in East Texas Streams*

**Sponsor:**                Texas Parks and Wildlife (prime - Fish & Wildlife Service, US Dept of the Interior)

**Award Term:**            September 1, 2022 to December 31, 2024

**PI/PD:**                    Dr. Carmen Montana-Schalk, Biology

**Total Award:**           \$85,404                                      **Amount Allocable to FY23:** \$53,112

*Research grant to conduct geospatial analysis on historical and current distribution of imperiled fish species in the Neches, Sabine, and Cypress systems. Funds will provide for one graduate research assistantship for two years.*

**Title**                      *\* GEER II - Texas Transfer Grant FY23*

**Sponsor:**                Texas Higher Education Coordinating Board (prime – US Department of Education)

**Award Term:**            January 6, 2023 to June 9, 2023

**PI/PD:**                    H. Rachele Garrett, Financial Aid

**Total Award:**           \$70,000                                      **Amount Allocable to FY23:** \$70,000

*Financial aid for vertical transfer students.*

*Previously Described Awards:*

*\*GEER - Student Success Acceleration Program Implementation Grant (Phase 2), SFA Lumberjack Wellness Network*

Andrew Dies, Student Affairs

**Award Total:** \$180,000                                      **Amount allocable to FY 2023:** \$180,000

*\* SFA Summer STEM Camps FY23 - Investigations in Math and Science (iMAS) Academy*

Dr. Jana Redfield, STEM Center

**Award Total:** \$100,000                                      **Amount allocable to FY 2023:** \$100,000

*\*Collaborative Conference: Texas Undergraduate Mathematics Conference 2023-2024*

Dr. Nicholas Long, Mathematics and Statistics

**Award Total:** \$13,075                                      **Amount allocable to FY 2023:** \$13,075

**Subtotal Federal Amounts Allocable to FY 2023 (this report) = \$733,053**  
**Subtotal New Federal Awards (total award) = \$895,175**

*\*New awards or additional funds added to a current award*

*<sup>1</sup>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 & Graduate Studies.*



**Report to the Board of Regents – January 2023**  
Grants<sup>1</sup> awarded between January 1, 2023 and March 31, 2023

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**State Funds (direct and pass-through)**

**Title** \* *2022-2025 School Safety Standards Grant*  
**Sponsor:** Texas Education Agency  
**Award Term:** February 17, 2023 – April 30, 2025  
**PI/PD:** Lysa Hagan, Charter School  
**Total Award:** \$200,000 **Amount Allocable to FY23:** \$100,000  
*Funds will assist in enhancing safety measures at the Charter School.*

**Title** \* *Temple Foundation Project*  
**Sponsor:** UT Dana Center at The University of Texas Austin  
**Award Term:** January 1, 2023 – March 31, 2023  
**PI/PD:** Dr. Lesa Beverly, Mathematics & Statistics  
**Total Award:** \$5,000 **Amount Allocable to FY23:** \$5,000  
*Research will focus on increasing student access for equitable math pathways.*

**Title** \* *2022-024 Silent Panic Alert Grant*  
**Sponsor:** Texas Education Agency  
**Award Term:** November 29, 2022 – June 30, 2024  
**PI/PD:** Lysa Hagan, Charter School  
**Total Award:** \$1,905 **Amount Allocable to FY23:** \$1,905  
*Funds will assist in enhancing safety measures at the Charter School.*

**Title** \* *Performance Grant Support: Don't Let the Pigeon Drive the Bus*  
**Sponsor:** Texas Commission on the Arts  
**Award Term:** December 9, 2022 – April 1, 2023  
**PI/PD:** Diane Peterson, College of Fine Arts  
**Total Award:** \$1,334 **Amount Allocable to FY23:** \$1,334  
*Funds for three performances for the Children's Performance Arts Series. This series seeks to bring regional, national, and internally renowned professional performing arts programs to pre-K through 12<sup>th</sup> grade students in East Texas.*

***Subtotal State Amounts Allocable to FY 2023 (this report) = \$108,239***  
***Subtotal New State Awards (total award) = \$208,239***

<sup>\*</sup>New awards or additional funds added to a current award

<sup>1</sup>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 & Graduate Studies.



**Report to the Board of Regents – January 2023**  
Grants<sup>1</sup> awarded between January 1, 2023 and March 31, 2023

**Private Entity and Local Government Awards**

**Title** \* *Impact of Tree Planting in Detention Basins on Water Infiltration*  
**Sponsor:** Harris County Flood Control District  
**Award Term:** January 1, 2023 – August 31, 2026  
**PI/PD:** Dr. Jeremy Stovall, Forestry  
**Total Award:** \$448,174 **Amount Allocable to FY23:** \$53,323  
*Study of the 2000 tree planting program at stormwater detention basins and other flood control facilities. Funds will provide for graduate research assistantships for three students over the grant term.*

**Title** \* *Beluga Acoustics Research at the Georgia Aquarium*  
**Sponsor:** Georgia Aquarium, Inc.  
**Award Term:** January 1, 2023 – December 31, 2023  
**PI/PD:** Dr. Jason Bruck, Biology  
**Total Award:** \$40,000 **Amount Allocable to FY23:** \$40,000  
*Research to develop a repertoire of beluga vocals at the aquarium and research response of acoustic playbacks.*

**Title** \* *Lumberjack Food Pantry Refrigeration*  
**Sponsor:** Swipe Out Hunger  
**Award Term:** January 6, 2023 – August 31, 2023  
**PI/PD:** Andrew Dies, Student Affairs  
**Total Award:** \$700 **Amount Allocable to FY23:** \$700  
*Funds will aid in the purchase of a refrigerator and the donations of two for the student food pantry.*

**Previously Described Awards**

***Better Together (Nacogdoches County Community Collaborative) phase 2***  
 Dr. Freddie Avant, School of Social Work  
**Award Total:** \$750,000 **Amount allocable to FY23:** \$152,168

***Career Exploration FY21***

Brent McLemore, Center for Career and Professional Development  
**Award Total:** \$13,000 **Amount allocable to FY23:** \*\$10,000

***Subtotal Private Amounts Allocable to FY 2023 (this report) = \$256,191***

***Subtotal New Private Awards (total award) = \$498,874***

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

\*New awards or additional funds added to a current award

<sup>1</sup>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 & Graduate Studies.

## EMERITUS

### Explanation:

Promotions are initiated at the departmental level by one of the following methods: a faculty member applies for promotion on his/her own behalf or is recommended for promotion by his/her department chair. The application/recommendation is reviewed, ranked, and recommended or not recommended for approval by the department faculty at or above the rank sought, department chair, dean, provost/vice president of academic affairs and president. Promotions recommended for approval by the president are submitted to the board for consideration.

### Recommendation:

It is recommended by the administration that the following individuals be granted promotion to the academic rank indicated:

To Professor Emeritus, effective June 1, 2023

Piero Fenci	Art
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## Executive Session

Deliberations Regarding Negotiated Contracts for Prospective Gifts or Donations (Texas Government Code, Section 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 director of athletics, chief marketing communications officer, chief information officer, chief diversity officer, director of governmental relations, general counsel, coordinator of board affairs/compliance, chief audit executive, vice presidents, and the president. (Texas Government Code, Section 551.074)

## RETIREMENT OF PRESIDENT STEVE WESTBROOK

### Explanation:

President Steve Westbrook returned to service at Stephen F. Austin State University on April 11, 2022 after his earlier retirement from the university at the end of 2020. His agreement upon his return was to serve through the 88<sup>th</sup> regular session of the Texas Legislature, which concludes on May 29, 2023. President Westbrook has declared his intention to return to retirement effective May 31, 2023.

### Recommendation:

It is recommended that the Board of Regents approve the retirement of President Steve Westbrook, effective May 31, 2023, after a cumulative 42 years of service to the university.

## APPOINTMENT OF INTERIM PRESIDENT

### Explanation:

President Steve Westbrook has notified the Board of Regents of his retirement effective May 31, 2023. It is necessary for the Board of Regents to appoint an interim president to serve until such time as the next president is named.

### Recommendation:

It is recommended that \_\_\_\_\_, \_\_\_\_\_, be appointed as interim president of Stephen F. Austin State University at an annual salary of \$###,###, effective June 1, 2023.