

**Michigan State University  
Board of Trustees Meeting  
September 6, 2019**

**Agenda**

**Board Room, 401 Administration Building**

1. Call to Order 8:00 a.m.
2. Approval of Proposed Agenda
3. Approval of Minutes
4. Public Participation
5. President's Report
6. Gift, Grant and Contract Report (Dr. Hsu)
7. Research Presentation
  - Speaker: Dr. David Roy, Department of Geography, Environment, and Spatial Science
  - Topic: *Mapping Wildfires from Space-Turning Remotely Sensed Observations into Knowledge Products*
8. Personnel Actions and Information Reports (Associate Provost Jeitschko)
9. Committee Reports and Items Requiring Board Approval
  - A. Committee on Budget and Finance (Trustees Foster (Chair), Byrum, Ferguson, Kelly)
    - i. Issuance and Delivery of General Revenue Refunding Bonds
    - ii. Establishment of Master Lease Purchase Program and Revisions to Policy 01-07-03 (Capital Projects Debt)
    - iii. Acceptance of Harold and Edythe Marshall Property in Barry County, Michigan
    - iv. Purchase and Sale of Property in Tuscola County, Michigan for the Saginaw Valley Research and Extension Center
    - v. Authorization to Plan—Business College Complex-Eppley Center-Student Support and Capital Renewal, and Building Envelope (revised)
  - B. Committee on Academic Affairs (Trustees Byrum (Chair), Ferguson, Schlichting, Tebay)
    - i. Revisions to Student Rights and Responsibilities
    - ii. Italy Education Abroad Registration
    - iii. Revisions to Policy 03-17-09 (Discipline and Dismissal of Tenured Faculty)
  - C. Committee on Audit, Risk and Compliance (Trustees Kelly (Chair), Mosallam, Schlichting, Scott)
    - i. Conflict of Interest-Approval of Contract Terms
    - ii. Conflict of Interest-Notice of Intent to Negotiate a Contract
  - D. Committee on Student Life and Culture (Trustees Scott (Chair), Foster, Mosallam, Tebay)
    - i. Launch of the Academic Year
10. Chairperson's Report and Trustees' Comments
11. Adjourn

**TRUSTEE COMMITTEE ON BUDGET & FINANCE**

Friday, September 6, 2019

Administration Building

**I. Action Items**

Issuance and Delivery of General Revenue Refunding Bonds Attachment 1

Establishment of a Master Lease Purchase Program and Revisions to  
Policy 01-07-03 (Capital Projects Debt) Attachment 2

Acceptance of Harold and Edythe Marshall Property in  
Barry County, Michigan Attachment 3

Purchase and Sale of Property in Tuscola County, Michigan for the  
Saginaw Valley Research and Extension Center Attachment 4

**A. Authorization to Plan**

Business College Complex - Eppley Center - Student Support,  
Capital Renewal, and Building Envelope (*revised*) Attachment 5

RESOLUTION OF THE BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY  
AUTHORIZING THE ISSUANCE AND DELIVERY OF  
GENERAL REVENUE REFUNDING BONDS  
AND PROVIDING FOR OTHER MATTERS RELATING THERETO



WHEREAS, the Board of Trustees of Michigan State University (the "Board") is a body corporate created by and existing under the Constitution of the State of Michigan of 1963, as amended, with full constitutional authority over and general supervision of Michigan State University (the "University") and control and direction of all expenditures from the University's funds; and

WHEREAS, the Board has previously issued and has outstanding certain series of General Revenue Bonds and General Revenue Refunding Bonds (collectively, the "Prior Bonds"), which are payable from and secured by a lien on General Revenues (hereinafter defined); and

WHEREAS, the Board has previously authorized the issuance of its Commercial Paper Notes, Series B (Taxable) and Commercial Paper Notes, Series F (Tax-Exempt) (collectively, the "Notes," and together with the Prior Bonds, the "Outstanding Obligations"), which are payable from and secured by a lien on General Revenues; and

WHEREAS, the Board has previously entered into certain interest rate swap agreements related to the debt service on certain of the Outstanding Obligations, which are payable from and secured by a lien on General Revenues (collectively, the "Existing Swap Agreements"); and

WHEREAS, the Board has determined it may be appropriate and in the best interests of the University to refund all or a portion of the Prior Bonds and/or all or a portion of the Notes as shall be determined by an Authorized Officer (hereinafter defined) (the portion of the Prior Bonds to be refunded, if any, being herein called the "Bonds to be Refunded," and the portion of the Notes to be refunded, if any, being herein called the "Notes to be Refunded"); and

WHEREAS, in the exercise of its constitutional duties, and in order to prudently control and direct expenditures from the University's funds, the Board has determined it is necessary and desirable to authorize the issuance and delivery of General Revenue Refunding Bonds (the "Bonds"), payable from and secured by a pledge of General Revenues, in order to provide funds which, together with other available funds of the University, will be used to pay all or part of the costs of refunding the Bonds to be Refunded and the Notes to be Refunded, if any, and to pay costs related to the issuance of the Bonds and the refunding; and

WHEREAS, one or more trust agreements (collectively, the "Trust Agreement") or loan agreements (collectively, the "Loan Agreement") must be entered into by and between the Board and a trustee (the "Trustee") or a direct placement lender, in either case to be designated by an Authorized Officer, pursuant to which the Bonds will be issued and secured; and

WHEREAS, it is necessary to authorize the Authorized Officers, or any one of them individually, to negotiate the sale of the Bonds with an underwriter or group of underwriters to be selected by an Authorized Officer (collectively, the "Underwriter") or with a direct placement lender to be selected by an Authorized Officer (the "Purchaser"), and to enter into one or more

bond purchase agreements with the Underwriter or Purchaser (collectively, the "Bond Purchase Agreement") setting forth the terms and conditions upon which the Underwriter or Purchaser will agree to purchase the Bonds and the interest rates thereof and the purchase price therefor, or, in the alternative, to select the Underwriter for all or any portion of any series of the Bonds and to establish the terms for such Bonds through a competitive sale or bidding process pursuant to a Notice of Sale; and

WHEREAS, in order to be able to market the Bonds at the most opportune time, it is appropriate for the Board to ratify and confirm its authorization of the President, the Executive Vice President for Administration, the Vice President for Finance and Treasurer and the Director of Treasury and Financial Management (each an "Authorized Officer"), or any one of them individually, to negotiate, execute and deliver on behalf of the Board, the Trust Agreement or Loan Agreement, the Bond Purchase Agreement, one or more remarketing agreements with the Underwriter or other parties (collectively, the "Remarketing Agreement"), and other related documents, to publish any Notice of Sale required for the sale of any portion of the Bonds, to establish the specific terms of the Bonds and to accept the offer of the Underwriter or Purchaser to purchase the Bonds, all within the limitations set forth herein; and

WHEREAS, the trust agreements and other documents authorizing the Outstanding Obligations create certain conditions for the issuance of obligations payable from and secured by a pledge of General Revenues on a parity basis with the Outstanding Obligations; and

WHEREAS, an Authorized Officer shall, on or prior to the date of delivery of the Bonds, certify that the conditions for issuing the Bonds, secured by General Revenues on a parity basis with the Outstanding Obligations, have been met; and

WHEREAS, the refunding of the Bonds to be Refunded and the Notes to be Refunded, if any, and the funding of all or a part of the costs thereof with the proceeds of the Bonds, will serve proper and appropriate public purposes; and

WHEREAS, the Board has full power under its constitutional authority and supervision of the University, and control and direction of expenditures from the University's funds, to refund the Bonds to be Refunded and the Notes to be Refunded and to pay all or a part of the costs of the refunding by issuance of the Bonds, and to secure payment of the Bonds by a pledge of General Revenues.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY, AS FOLLOWS:

1. The Board hereby approves the refunding of all or any portion of the outstanding Prior Bonds and all or any portion of the outstanding Notes, and authorizes the Authorized Officers, or any one of them individually, to select the portion, if any, of the Prior Bonds to constitute the Bonds to be Refunded and the portion, if any, of the Notes to constitute the Notes to be Refunded, in order to produce interest or other cost savings or a more favorable debt service structure, to reduce or eliminate risks associated with variable rate bonds and related interest rate swaps, to provide for more favorable terms or covenants, or to provide for permanent financing of

projects previously financed from short-term debt, and to fund, if deemed appropriate, a portion of the costs of the refunding from available funds of the University and the balance of such costs from the proceeds of the Bonds, and to proceed with the refunding.

In connection with the refunding of all or any portions of any Outstanding Obligations, any Authorized Officer may, in the name and on behalf of the Board, and as its corporate act and deed, modify any Existing Swap Agreements, in whole or in part, and relate any of such Existing Swap Agreements to any portion of the debt service on the Bonds or any Outstanding Obligations, or terminate any Existing Swap Agreements, in whole or in part, and any fees or termination payments required in connection with any such modifications or terminations may be paid from the proceeds of the Bonds, or from available funds of the University, as determined by an Authorized Officer.

2. The Board hereby authorizes the issuance, execution and delivery of the Bonds, in one or more series, to be designated GENERAL REVENUE REFUNDING BONDS, with appropriate series designations, in the aggregate original principal amount established by an Authorized Officer, but not to exceed the aggregate principal amount necessary to accomplish the refunding of the Bonds to be Refunded and the Notes to be Refunded and to pay costs related thereto. The Bonds shall be dated as of the date or dates established by an Authorized Officer, and shall be issued for the purpose of providing funds which, together with other available funds, will be used to pay all or a portion of the costs of refunding the Bonds to be Refunded, if any, and the Notes to be Refunded, if any, to pay the costs of modifying or terminating any Existing Swap Agreements, if deemed appropriate by an Authorized Officer, and to pay costs related to the issuance of the Bonds and the refunding, including the costs of bond insurance premiums, if an Authorized Officer determines such insurance to be appropriate. The Bonds shall be serial bonds or term bonds, which may be subject to redemption requirements, or both, as shall be established by an Authorized Officer, but the first maturity or mandatory redemption date shall be no earlier than February 1, 2020 and the last maturity shall be no later than December 31, 2050. The Bonds may be issued as federally tax-exempt bonds or as federally taxable bonds, or any combination thereof, as shall be determined by an Authorized Officer. The Bonds may bear interest at stated fixed rates for the respective maturities thereof as shall be established by an Authorized Officer, but the weighted average yield of the Bonds (computed using the stated coupon and the stated original offering price) shall not exceed 5.50% per annum for tax-exempt bonds and 8.00% per annum for taxable bonds, subject, in the case of Bonds sold to a Purchaser pursuant to a direct purchase arrangement, to adjustments for increased costs of the Purchaser, rating changes and defaults and other specified factors, but in no event in excess of the lesser of 25% per annum, the maximum rate permitted by law or the maximum rate, if any, specified in the Trust Agreement or Loan Agreement. Alternatively, all or part of the Bonds may bear interest at a variable rate of interest, determined on the basis of an index or a spread to an index or through market procedures, or both, for all or a portion of their term, and the variable rate of interest shall not exceed the lesser of 25% per annum, the maximum rate permitted by law or the maximum rate, if any, specified in the Trust Agreement or Loan Agreement. The Bonds may be subject to redemption or call for purchase prior to maturity at the times and prices and in the manner as shall be established by an Authorized Officer, but no redemption premium shall exceed 3% of the principal amount being redeemed, unless the redemption price is based on a "make whole" formula, in which case no

redemption premium shall exceed 40% of the principal amount being redeemed. Interest on the Bonds shall be payable at such times as shall be specified by an Authorized Officer. The Bonds shall be issued in fully-registered form in denominations, shall be payable as to principal and interest in the manner, shall be subject to transfer and exchange, and shall be executed and authenticated, and may be issued in book-entry-only form, all as shall be provided in the Trust Agreement or Loan Agreement. The Bonds shall be sold to the Underwriter or Purchaser for a price to be established by an Authorized Officer (but the Underwriter's or Purchaser's discount, exclusive of original issue discount, shall not exceed 1.50% of the principal amount thereof) plus accrued interest, if any, from the dated date of the Bonds to the date of delivery thereof.

In relation to the debt service on all or any portion of the Bonds, or in relation to the debt service on all or any portion of the Outstanding Obligations, any Authorized Officer may, at any time, on behalf of and as the act of the Board, enter into or modify an interest rate swap, cap, forward starting swap, option, swaption, rate lock or similar agreement or agreements (collectively, the "Swap Agreement") with a counterparty or counterparties to be selected by the Authorized Officer. Such Swap Agreement shall provide for payments between the Board and the counterparty related to interest on all or a portion of the Bonds or any series of Outstanding Obligations, at indexed or market established rates. If the Swap Agreement is entered into at approximately the same time as the issuance of the Bonds and is related to the Bonds, the expected effective interest rates on the Bonds to which the Swap Agreement relates, taking into account the effect of the Swap Agreement, shall be within the limitations set forth herein. Any Swap Agreement may, if determined necessary or appropriate by an Authorized Officer, be subsequently terminated, in whole or in part, which may result in termination payments due by the Board. Any such required payments and other costs of termination may be funded from available funds of the University or the proceeds of the Bonds or other indebtedness of the Board.

Any or all of the Bonds may be made subject to tender for purchase at the option of the holder thereof or to mandatory tender for purchase. The obligation of the Board to purchase any Bonds subject to tender for purchase may be limited to the remarketing proceeds of such Bonds, or may be made payable from General Revenues, from available cash reserves of the University, subject to such limitations as may be specified in the Trust Agreement or Loan Agreement, or from a letter of credit, line of credit, standby bond purchase agreement or other liquidity device (the "Liquidity Device"), or any combination thereof, all as shall be determined by an Authorized Officer and provided for in the Trust Agreement or Loan Agreement. Any reimbursement obligation for draws under the Liquidity Device shall be a limited and not a general obligation of the Board, payable from, and may be secured by a pledge of, General Revenues. Each Authorized Officer is individually authorized to execute and deliver at any time, for and on behalf of the Board, any amendments to the Trust Agreement or Loan Agreement and any agreements or instruments with a party or parties selected by an Authorized Officer necessary to obtain, maintain, renew or replace, and provide for repayments under, any Liquidity Device deemed by such officer to be required for the purposes of this Resolution.

Any Bonds authorized and issued hereunder may, at any time upon direction of an Authorized Officer, be subsequently converted to another mode or structure authorized hereby, either through procedures established in the Trust Agreement or Loan Agreement pertaining

thereto, or through the issuance hereunder of refunding Bonds to refund and replace the outstanding Bonds to be converted. Any such refunding Bonds issued hereunder shall be subject to the terms, conditions and limitations contained in this Resolution. Each Authorized Officer is individually authorized to execute and deliver, for and on behalf of the Board, any documents or instruments, including but not limited to, any amendments to the Trust Agreement or Loan Agreement, necessary or convenient for the purpose of accomplishing the conversion as described in this paragraph.

3. The Bonds, and the obligations of the Board under the Swap Agreement and the Liquidity Device, if any, shall be limited and not general obligations of the Board payable from and, except as provided below in this Section 3, secured by a lien on, the General Revenues (as shall be defined in the Trust Agreement or Loan Agreement in a manner generally consistent with the definition thereof contained in the trust agreements pursuant to which the Prior Bonds were issued). Except as otherwise determined by an Authorized Officer, as provided below in this Section 3, the lien on General Revenues securing the Bonds, the Swap Agreement and the Liquidity Device, if any, shall be on a parity basis with the liens on General Revenues securing the Outstanding Obligations. The Bonds, and the obligations of the Board under the Swap Agreement and the Liquidity Device, if any, may also be payable from and secured by a lien on moneys, securities or other investments from time to time on deposit in certain funds created pursuant to the Trust Agreement or Loan Agreement or agreements entered into in connection with the Swap Agreement or Liquidity Device.

No recourse shall be had for the payment of the principal amount of or interest or premium on the Bonds, or for the payment of any amounts owing under the Swap Agreement or the Liquidity Device, if any, or any claim based thereon, against the State of Michigan, or any member or agent of the Board (including, without limitation, any officer or employee of the University), as individuals, either directly or indirectly, or, except as specifically provided in the Trust Agreement or Loan Agreement or the instruments entered into in connection with the Swap Agreement or the Liquidity Device, if any, against the Board, nor shall the Bonds and interest or premium with respect thereto, or any obligations of the Board in connection with the Swap Agreement or Liquidity Device, if any, become a lien on or be secured by any property, real, personal or mixed, of the State of Michigan or the Board, other than General Revenues and the moneys, securities or other investments from time to time on deposit in certain funds established as pledged pursuant to the Trust Agreement or Loan Agreement or pursuant to agreements entered into in connection with the Swap Agreement or Liquidity Device, if any.

Any pledge of General Revenues, and funds specified in the Trust Agreement or Loan Agreement or in any agreements entered into in connection with the Swap Agreement or the Liquidity Device, if any, shall be valid and binding from the date of the issuance and delivery of the Bonds or such agreements, and all moneys or properties subject thereto which are thereafter received shall immediately be subject to the lien of the pledge without physical delivery or further act. The lien of said pledge shall be valid and binding against all parties (other than the holders of any other bonds, notes or other obligations secured by a parity first lien on General Revenues) having a claim in tort, contract or otherwise against the Board, irrespective of whether such parties have notice of the lien.

Notwithstanding anything herein to the contrary, any obligations of the Board under the Swap Agreement or any agreement with respect to the Liquidity Device may, if determined appropriate by an Authorized Officer, be payable and secured on a subordinated basis to the Bonds and other General Revenue obligations of the Board, or may be payable from General Revenues but be unsecured.

4. The right is reserved to issue additional bonds, notes or other obligations payable from General Revenues and secured on a parity or subordinated basis with the Bonds and the Outstanding Obligations by a lien on General Revenues, upon compliance with the terms and conditions therefor as shall be set forth in the Trust Agreement or Loan Agreement.

5. Each Authorized Officer is hereby individually authorized and directed, in the name and on behalf of the Board, and as its corporate act and deed, to select the Trustee, if any, and to negotiate the terms of and execute and deliver the Trust Agreement or Loan Agreement. The Trust Agreement or Loan Agreement may contain such covenants on behalf of the Board and terms as such Authorized Officer deems appropriate and as shall be approved by the Office of the General Counsel, including, but not limited to, covenants with respect to the establishment of General Revenues at levels expressed as a percentage of debt service on the Bonds or all General Revenue obligations of the Board, and with respect to the issuance of additional bonds, notes or other obligations payable from and secured by General Revenues. In addition, each Authorized Officer is hereby individually authorized, empowered and directed to negotiate, if deemed appropriate by an Authorized Officer in connection with the issuance of the Bonds, for the acquisition of bond insurance and to execute and deliver an insurance commitment or other documents or instruments required in connection with such insurance.

6. Each Authorized Officer is hereby individually authorized and directed, in the name and on behalf of the Board and as its corporate act and deed, to select the Underwriter or Purchaser and to negotiate, execute and deliver the Bond Purchase Agreement with the Underwriter or Purchaser setting forth the terms of the Bonds and the sale thereof, and containing such other covenants and agreements of the Board as may be required by the Underwriter or the Purchaser in connection therewith, in such form as an Authorized Officer may approve upon recommendation of the Office of the General Counsel, all within the limitations set forth herein. In the alternative, if determined appropriate by an Authorized Officer, selection of the Underwriter and setting of the terms for all or any portion of any series of the Bonds may be made through a competitive sale or other bidding process, and each Authorized Officer is individually authorized to accept the winning bid or offer of the Underwriter for the purchase of the Bonds. Each Authorized Officer is hereby further individually authorized and directed, in the name and on behalf of the Board and as its corporate act and deed, to negotiate, execute and deliver the Remarketing Agreement, if any, with the Underwriter or other party selected by the Authorized Officer.

7. The President and the Vice President for Finance and Treasurer are each individually authorized, empowered and directed, in the name and on behalf of the Board, and as its corporate act and deed, to execute the Bonds by manual or facsimile signature and, if deemed appropriate, to impress or imprint the University seal thereon, and to deliver the Bonds to the Underwriter or Purchaser in exchange for the purchase price therefor.



8. Each Authorized Officer is hereby individually authorized to solicit ratings on the Bonds from any national rating services that the Authorized Officer deems appropriate and, if necessary, to cause the preparation of a Preliminary Official Statement and an Official Statement with respect to each series of the Bonds, to deem such official statements "final" in accordance with applicable law, and to execute and deliver the Official Statements. In the event that all or a portion of any series of the Bonds is to be sold by means of a competitive sale or bidding process, as provided in this Resolution, each Authorized Officer is individually authorized to prepare and publish or cause to be published, or otherwise distribute, in such manner as an Authorized Officer shall determine, a Notice of Sale for such Bonds. Each Authorized Officer, or the Underwriter or the University's financial advisor, as appropriate, is authorized to circulate and use, in accordance with applicable law, the Notice of Sale, the Preliminary Official Statements and the Official Statements in connection with the offering, marketing and sale of the Bonds.

9. Each Authorized Officer, the Secretary of the Board, the Vice President for Legal Affairs and General Counsel and any Associate or Assistant General Counsel, and all other appropriate officers or representatives of the Board or the University and each one of them, are authorized to perform all acts and deeds and to execute and deliver for and on behalf of the Board all instruments and documents required by this Resolution, the Trust Agreement or Loan Agreement, the Remarketing Agreement, the Swap Agreement, the Liquidity Device and the Bond Purchase Agreement, or necessary, expedient and proper in connection with the issuance, sale and delivery of the Bonds, as contemplated hereby, including, if deemed appropriate, one or more escrow deposit agreements with an escrow agent to be selected by an Authorized Officer as may be necessary to accomplish any refunding authorized hereby. Each Authorized Officer is individually authorized to designate and empower the escrow agent to subscribe for United States Treasury Securities – State and Local Government Series, on behalf of the Board, as may be necessary in connection with any refunding authorized hereby. Any action required under the Trust Agreement or Loan Agreement, the Remarketing Agreement, the Bond Purchase Agreement, the Swap Agreement or the Liquidity Device or any other instrument related to the Bonds, and any action necessary or appropriate in connection with the ongoing administration of the financing program authorized hereby, may be taken by and on behalf of the Board by an Authorized Officer. Any reference to any specified officer of the Board or the University in this Resolution shall include any interim or acting officer occupying such position or having been assigned all or a portion of the functions of such position.

10. In accordance with the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission, the Board may be required in connection with the issuance of the Bonds to enter into one or more continuing disclosure undertakings for the benefit of the holders and beneficial owners of the Bonds. Each Authorized Officer is individually authorized to cause to be prepared and to execute and deliver, on behalf of the Board, the continuing disclosure undertakings.

11. If deemed necessary by the University's bond counsel, each Authorized Officer is individually authorized to arrange for the publication of a notice of and to conduct a public hearing with respect to the issuance of the Bonds, all in accordance with the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

12. Any resolutions or parts of resolutions or other proceedings of the Board in conflict herewith are hereby repealed insofar as such conflict exists.

I hereby certify that the attached is a true and complete copy of a resolution adopted by the Board of Trustees of Michigan State University at a meeting held on September 6, 2019, in accordance with applicable law, and that the minutes of the meeting at which the resolution was adopted were kept and will be or have been made available at the Office of the Secretary of the Board of Trustees of Michigan State University.

I further certify as follows:

1. Present at the meeting were the following Board members:

Trustees Bynum, Ferguson, Foster, Kelly,  
Mosallam, Scott and Tebay

Absent from the meeting were the following Board members:

Nancy Schlichting

2. The following members of the Board voted for the adoption of the Resolution:

Trustees Bynum, Ferguson, Foster, Kelly, Mosallam, Scott and  
Tebay

The following members of the Board voted against adoption of the Resolution:

None

RESOLUTION DECLARED ADOPTED.

Nakia Barr

Nakia Barr, Secretary

Board of Trustees of Michigan State University

**MICHIGAN STATE  
UNIVERSITY**

September 6, 2019



**MEMORANDUM**

**To:** Committee on Budget and Finance  
**From:** Mark P. Haas *Mark P. Haas*  
Vice President for Finance and Treasurer  
**Subject:** Establishment of a Master Lease Purchase Program and Revisions to Policy 01-07-03 (Capital Projects Debt)

**RECOMMENDATION**

The Trustee Committee on Budget and Finance recommends that the Board of Trustees establish a program to permit the use of debt in the form of lease purchasing for the acquisition of capital assets and revise and rename its Capital Projects Debt Policy to encompass this Master Lease Purchase Program.

**RESOLUTION**

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby establishes a Master Lease Purchase Program and adopts the resolution included as Attachment A hereto; and

BE IT FURTHER RESOLVED, that the Board of Trustees of Michigan State University hereby renames and revises Policy 01-07-03 (Capital Projects Debt) as reflected in Attachment B hereto.

**BACKGROUND**

The University is increasingly purchasing very expensive scientific equipment such as MRIs that cost millions of dollars. We are always looking for the least costly way of paying for these large purchases. Manufacturers offered lease options but the costs appeared too high. MSU issued an RFP to banks and asked for bids on an equipment lease purchase interest rates and received bids substantially lower than from the manufacturers. A review of Policy 01-07-03 noted that leases are explicitly excluded from the definition of debt. However, a recent change in GASB 87 now requires leases to be counted as debt. Therefore, we are asking the Board to approve revisions to the Policy to allow the Vice President for Finance and Treasurer (VPFT) authority to enter into equipment lease agreements as an option to save the University money. The request is that the Board approve an aggregate amount of leases up to \$20 million. The VPFT would authorize any such individual leases and report them to the Board as part of the semi-annual report on debt. Once this \$20 million limit is reached, the Administration would come back to the Board to provide a report on the performance of the Program and request any changes.



OFFICE OF THE  
VICE PRESIDENT FOR  
FINANCE

Mark P. Haas  
Vice President for Finance  
and Treasurer

Michigan State University  
Hannah Administration Building  
426 Auditorium Road, Room 412  
East Lansing, Michigan  
48824

Phone 517.355.5014  
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The changes to Policy 01-07-03 will enable the University to have access to low cost tax-exempt intermediate-term fixed-rate financing for capital equipment. Agreements in this Program may be fully amortizing, resulting in the University owning the equipment at the end of the lease term. Lease-purchase financing has several advantages, including streamlined documentation under a Master Lease Agreement, speed to completion, flexible lease terms of 3-10 years, low intermediate-term fixed rates, and low or no origination costs.

cc: Board of Trustees, S. Stanley, S. Udpa, J. Youatt, B. Quinn, N. Barr,  
K. Wilbur, M. Zeig, J. Rayis, L. Adams, L. Gremel

**RESOLUTION OF  
THE BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY  
AUTHORIZING THE ESTABLISHMENT OF A MASTER LEASE PURCHASE  
PROGRAM AND THE EXECUTION AND DELIVERY OF  
MASTER LEASE PURCHASE AGREEMENTS  
AND PROVIDING FOR OTHER MATTERS RELATING THERETO**

WHEREAS, the Board of Trustees of Michigan State University (the “Board”) is a body corporate created by and existing under the Constitution of the State of Michigan with full constitutional authority over and general supervision of Michigan State University (the “University”) and control and direction of all expenditures from the University’s funds; and

WHEREAS, the Board, in the exercise of its constitutional duties, has determined that it is necessary and expedient to provide an additional option for the acquisition, purchase, financing and leasing of certain equipment necessary for the University’s operations, through use of either taxable or tax-exempt lease-purchase agreements, in an aggregate sum from time to time outstanding not to exceed \$20 million; and

WHEREAS, it will be necessary for the Board to enter into one or more master lease-purchase agreements with one or more banks or financial institutions (each a “Master Lease Purchase Agreement”), and under each Master Lease Purchase Agreement it will be necessary for the Board to enter into lease schedules and other documents in connection therewith (the Master Lease Purchase Agreements and their related documents collectively called the “Master Lease Purchase Program”); and

WHEREAS, it is necessary for the Board to authorize the President, Executive Vice President for Administration, Vice President for Finance and Treasurer and the Director of Treasury and Financial Management (each an “Authorized Officer”), or any of them individually, to negotiate, execute and deliver on behalf of the Board, one or more Master Lease Purchase Agreements, with one or more banks or financial institutions, and execute and deliver all other documents in connection with the Master Lease Purchase Program, all within the limitations set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF MICHIGAN STATE UNIVERSITY, AS FOLLOWS:

1. Master Lease Purchase Agreements. The Board hereby authorizes the Authorized Officers, or any one of them individually, to select one or more banks or financial institutions to provide one or more lease-purchase agreements within the parameters stated in this Resolution, and negotiate the terms of and execute and deliver one or more Master Lease Purchase Agreements in the name of the Board and as its corporate act and deed, in order to provide the Board access to one or more lease-purchase agreements in an aggregate sum from time to time outstanding not to exceed \$20 million. Interest shall accrue on sums outstanding at an interest rate or rates to be specified in each Master Lease Purchase Agreement or in the applicable lease

schedule thereto, but not in excess of the lesser of 25% per annum or the maximum rate permitted by law, and shall be payable on the dates and in the amounts as shall be provided in each Master Lease-Purchase Agreement. Principal representing the purchase or acquisition cost under any Master Lease-Purchase Agreement shall be repaid with interest as provided in each Master Lease-Purchase Agreement. No purchase or acquisition under the Master Lease Purchase Program shall occur later than December 31, 2029 and no purchase or acquisition shall mature later than 10 years after the date of such purchase or acquisition.

2. Other Actions. The Authorized Officers are each authorized and directed to execute such lease schedules and other documents required under each Master Lease Purchase Agreement, and to complete such applications, forms or documents necessary, make such certifications, take all other actions necessary and undertake any procedures required to effectuate the Master Lease Purchase Agreements and to administer the Master Lease Purchase Program, without further action of the Board. The Authorized Officers are each authorized to delegate their authority under the prior sentence to The Director of Treasury and Financial Management and the Director of University Services. The Vice President for Finance and Treasurer will establish written procedures and guidelines for the administration of the Master Lease Purchase Program.

3. Limited Obligation; Security. The Board's obligations under any Master Lease-Purchase Agreement shall be limited and not general obligations of the Board, payable solely from, but shall not be secured by, General Revenues (as shall be defined in each Master Lease Purchase Agreement in a manner generally consistent with the definition thereof contained in that certain Trust Agreement, dated as of February 1, 2019, between the Board and The Bank of New York Mellon Trust Company, N.A., as trustee.); provided, that the Board reserves the right, but shall not be obligated, to pay the Board's obligations under any Master Lease Purchase Agreement from any legally available funds. In addition, if determined appropriate by an Authorized Officer, the Authorized Officers, or any of them individually, are further authorized in the name of the Board and as its corporate act and deed to secure the Board's obligations under any Master Lease Purchase Agreement as described in this Resolution by a lien on the equipment acquired under such Master Lease Purchase Agreement.

4. Prohibitions. No Master Lease Purchase Agreement shall provide for or be construed as a pledge of the credit of or create any liability on the part of the State of Michigan, or any member or officer of the Board, or any of their successors, and no Master Lease Purchase Agreement authorized by this Resolution shall be a debt or liability of the State of Michigan or a general obligation of the Board.

6. Repeal of Conflicting Resolutions. Any resolutions or parts of resolutions or other proceedings of the Board in conflict herewith are hereby repealed insofar as such conflict exists.

I hereby certify that the attached is a true and complete copy of a resolution adopted by the Board of Trustees of Michigan State University on September 6, 2019, in accordance with applicable law, and that the minutes of the meeting at which the resolution was adopted were kept and will be or have been made available at the Office of the Secretary of the Board of Trustees of Michigan State University.

I further certify as follows:

1. Present at the meeting were the following Board members:

Trustees Byrum, Ferguson, Foster, Kelly,  
Mosallam, Scott and Tebay

2. Absent from the meeting were the following Board members:

Nancy Schlichting

3. The following members of the Board voted for the adoption of the Resolution:

Trustees Byrum, Ferguson, Foster, Kelly,  
Mosallam, Scott, and Tebay

4. The following members of the Board voted against adoption of the Resolution:

None

RESOLUTION DECLARED ADOPTED.



Nakia Barr, Secretary

Board of Trustees of Michigan State University



## **Debt Policy 01-07-03**

### **Purpose**

The Board of Trustees of Michigan State University (Board of Trustees) has determined that prudent use of external debt and debt-related derivative instruments can help MSU achieve its strategic objectives while maintaining its credit ratings at desirable levels, based on an appropriate balance of access to capital markets, financial risk and cost of capital. This policy states the principles that shall govern the use of external debt and debt-related derivative instruments to finance MSU capital projects and the acquisition of capital assets.

### **Debt Subject to Policy**

As used in this Policy, "Debt" means MSU obligations for the repayment of borrowed money, however evidenced, incurred to fund the construction of capital projects or the acquisition of capital assets (including installment purchase obligations and lease purchase agreements), and related derivative interest rate swaps, caps, floors, and similar arrangements, except that obligations payable from specified sources other than MSU General Revenues (as defined in MSU bond indentures) are not included in the definition of "Debt" as used in this Policy.

### **Guidelines**

1. The Board of Trustees of Michigan State University is a Michigan constitutional body corporate with the authority to incur Debt payable from and/or secured by the revenues it controls.
2. MSU incurs Debt in strict compliance with applicable law and with Debt-related contractual covenants, and engages in regular internal compliance monitoring.
3. MSU incurs Debt to fund Capital Projects that are consistent with MSU's mission and strategic priorities and approved in accordance with Board of Trustees Policy 02-06-01; "Capital Project Planning and Approval" and the procedures thereunder, and financings shall be coordinated to minimize the fixed costs of undertaking a borrowing.
4. In addition to capital assets included as part of an approved Capital Project, MSU incurs Debt to fund the acquisition of capital assets:
  - a. as part of a Master Lease Purchase Program approved by the Board of Trustees,
  - b. upon recommendation by the Vice President for Finance and Treasurer and the Committee on Budget and Finance and approval by the Board of Trustees, or
  - c. as may be authorized under the resolution adopted by the Board of Trustees for a specific Debt issuance.
5. MSU seeks to maintain national credit ratings in the AA/Aa range at a minimum and uses selected actual and pro forma financial ratios, consistent with major credit rating agency criteria, to confirm that it is operating within appropriate parameters for its desired credit rating.
6. MSU incurs variable rate Debt when advantageous in light of market condition.

7. MSU does not enter into Debt-related derivative transactions for speculative purposes, but rather uses Debt-related derivatives only to minimize Debt-service costs and manage interest rate risk. The Vice President for Finance and Treasurer makes the determination if any Debt-related derivative is in the best interests of the university. Debt-related derivative transactions are reported to the chair of the Board of Trustees' Committee on Budget and Finance prior to execution.
8. Debt-related agreements are reviewed and approved by legal counsel prior to execution.
9. When entering into interest rate swaps and other derivative transactions, MSU (a) limits counterparty risk through protections such as (i) diversity in counterparties, (ii) assessment and monitoring of counterparty credit ratings and (iii) collateralization for credit support requirements, and (b) limits structural risk by protections such as (i) closely coordinating derivative amortization schedules with related Debt and (ii) using recognized market interest rate indices.
10. Acquisitions under a Master Lease Purchase Program are a form of Debt. All acquisitions under a Master Lease Purchase Program must be approved by the Vice President for Finance and Treasurer or his/her designee.

## **Implementation**

The authority for the following actions relating to incurring and managing Debt is delegated to the Vice President for Finance and Treasurer and the Director of Treasury and Financial Management, or either of them individually:

- Establishing procedures and practices to implement the foregoing guidelines;
- Engaging Debt advisors, underwriters, remarketing agents, swap counterparties, liquidity providers, Debt-service trustees or other external parties necessary to issue or administer Debt; and
- Executing and filing the annual disclosure required by Rule 15c2-12 of the United States Securities and Exchange Commission.

## **Reporting Requirements**

The Vice President for Finance and Treasurer will provide an annual report to the President and the Trustee Committee on Budget and Finance that will detail all outstanding Debt (by series, for bond Debt), including the amount outstanding, interest rates, maturity dates, terms, performance and market values of related derivative instruments, and associated Debt-service requirements, and will summarize the changes in outstanding Debt since the last report. The report also will compare MSU's Debt capacity to rating agency medians of public institutions of higher education with comparable credit ratings.

Enacted: 06/16/06  
Amended: 09/06/19

## **Capital Projects Debt Policy 01-07-03**

### **Purpose**

The Board of Trustees of Michigan State University (Board of Trustees) has determined that prudent use of external debt and debt-related derivative instruments can help MSU achieve its strategic objectives while maintaining its credit ratings at desirable levels, based on an appropriate balance of access to capital markets, financial risk and cost of capital. This policy states the principles that shall govern the use of external debt and debt-related derivative instruments to finance Michigan State University (MSU) capital projects and the acquisition of capital assets.

### **Debt Subject to Policy**

#### **Principles**

As used in this Policy, "Debt" means MSU shall incur Debt obligations for the repayment of borrowed money, however evidenced, incurred to fund the construction of capital projects or the acquisition of capital assets (including installment purchase obligations and lease purchase agreements), and related derivative interest rate swaps, caps, floors, and similar arrangements, except that obligations payable from specified sources other than MSU General Revenues (as defined below) in MSU bond indentures) are not included in the definition of "Debt" as used in this Policy.

#### **Guidelines**

1. The Board of Trustees of Michigan State University is a Michigan constitutional body corporate with the authority to incur Debt payable from and/or secured by the revenues it controls.
- 1.2. MSU incurs Debt in strict compliance with applicable law and with Debt-related contractual covenants, and shall engage engages in regular internal compliance monitoring.
- 2.3. MSU shall incur incurs Debt to fund only capital projects Capital Projects that are consistent with MSU's mission and strategic priorities and approved in accordance with Board of Trustees Policy 02-06-01: "Capital Project Planning and Approval" and the procedures thereunder, and financings shall be coordinated to minimize the fixed costs of undertaking a borrowing.
4. In addition to capital assets included as part of an approved Capital Project, MSU shall incur incurs Debt to fund capital projects only with the prior approval acquisition of capital assets:
  - a. as part of a Master Lease Purchase Program approved by the Board of Trustees,

~~b. The upon recommendation by the Vice President for Finance and Operations and Treasurer, in consultation with and the Committee on Budget and Finance and approval by the Provost, shall Board of Trustees, or~~

~~b.c. as may be responsible for analysis and recommendations to authorized under the President and resolution adopted by the Board of Trustees in connection with incurring Debt for capital projects a specific Debt issuance.~~

3.5. ~~MSU shall seek seeks~~ to maintain national credit ratings in the AA/Aa range at a minimum and ~~shall use uses~~ selected actual and pro forma financial ratios, consistent with major credit rating agency criteria, to confirm that it is operating within appropriate parameters for its desired credit rating.

4.6. ~~MSU may incur Debt bearing interest at incurs~~ variable ~~rates rate~~ Debt when advantageous in light of market ~~conditions. condition.~~

5.7. ~~MSU shall does~~ not enter into Debt-related derivative transactions for speculative purposes, but rather ~~shall use uses~~ Debt-related derivatives only to minimize Debt-service costs and manage interest rate risk. The Vice President for Finance and Treasurer makes the determination if any Debt-related derivative is in the best interests of the university. Debt-related derivative transactions are reported to the chair of the Board of Trustees' Committee on Budget and Finance prior to execution.

In

8. Debt-related agreements are reviewed and approved by legal counsel prior to execution.

6.9. When entering into interest rate swaps and other derivative transactions, MSU (a) ~~shall limit limits~~ counterparty risk through protections such as (i) diversity in counterparties, (ii) assessment and monitoring of counterparty credit ratings and (iii) collateralization for credit support requirements, and (b) ~~shall limit limits~~ structural risk by protections such as (i) closely coordinating derivative amortization schedules with related Debt and (ii) using recognized market interest rate indices.

10. Acquisitions under a Master Lease Purchase Program are a form of Debt. All acquisitions under a Master Lease Purchase Program must be approved by the Vice President for Finance and Treasurer or his/her designee.

#### **~~Debt Subject to Policy~~**

~~As used in this Policy, "Debt" means MSU obligations for the repayment of borrowed money, however evidenced, incurred to fund the construction or acquisition of capital assets, and related derivative interest rate swaps, caps, floors, and similar arrangements; except that installment purchase obligations, capital lease obligations and obligations payable from specified sources other than MSU general revenues (as defined in MSU bond indentures) are not included in the definition of "Debt" as used in this Policy, even if the obligations are incurred to acquire capital assets.~~

## Implementation

~~The Board of Trustees, a Michigan constitutional corporation, has the authority to incur Debt secured by the revenues it controls.~~ The authority for the following actions relating to incurring and managing Debt is delegated to the Vice President for Finance and ~~Operations and~~ Treasurer and the Director of ~~Investments~~Treasury and Financial Management, or either of them individually:

- Establishing guidelinesprocedures and practices to implement the foregoing ~~Principles~~guidelines;
- Engaging Debt advisors, underwriters, remarketing agents, swap counterparties, liquidity providers, Debt-service trustees or other external parties necessary to ~~issue~~ or administer Debt; and
- Executing and filing the annual disclosure required by Rule 15c2-12 of the United States Securities and Exchange Commission.

## Policy Reporting Requirements

The Vice President for Finance and ~~Operations and~~ Treasurer will provide an annual report to the President and the Trustee ~~Finance and Audit~~ Committee on Budget and Finance that will detail all outstanding Debt (by series, for bond Debt), including the amount outstanding, interest rates, maturity dates, terms, performance and market values of related derivative instruments, and associated Debt-service requirements, and will summarize the changes in outstanding Debt since the last report. The report also will compare MSU's Debt capacity to rating agency medians of public institutions of higher education with comparable credit ratings.

Enacted: 06/16/06

Amended: 09/06/19

**MICHIGAN STATE  
UNIVERSITY**

September 6, 2019



**MEMORANDUM**

**To:** Committee on Budget and Finance  
**From:** Satish Udpa *Satish Udpa*  
Executive Vice President for Administration  
**Subject:** Acceptance of Harold and Edythe Marshall Property in Barry County, Michigan

**RECOMMENDATION**

The Trustee Committee on Budget and Finance recommends that the Board of Trustees accept property in Barry Township, Barry County, Michigan, from the Michigan State University Foundation.

**RESOLUTION**

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby authorizes the Administration to accept the property known as the Harold and Edythe Marshall Property in Barry Township, Barry County, Michigan, from the Michigan State University Foundation.

**BACKGROUND**

The Marshall Property consists of approximately 284 acres of land with approximately 178 tillable acres located near the Kellogg Biological Station. The property contains a residential house with various outbuildings. Harold and Edythe Marshall created a trust in 2000 allowing for the donation of their real property to the MSU Foundation to support MSU's College of Agriculture and Natural Resources. After Harold Marshall's death and prior to Edythe Marshall's passing, the property became a critical component of the U.S. Department of Energy-funded Great Lakes Bioenergy Research Center ("GLBRC"), used for large-scale research plots aimed at developing sustainable biofuels. The property was recently deeded to the MSU Foundation per the terms of the trust after the passing of Edythe Marshall. MSU is a participant in the GLBRC and with the expected long-term research needs related to the GLBRC, transferring the property to MSU creates administrative efficiencies.

cc: Board of Trustees, S. Stanley, J. Youatt, N. Barr, M. Zeig, B. Quinn, K. Wilbur, D. Bollman, V. Gore, M. Haas, L. Adams, J. Gaboury, B. Kranz, C. Leese, M. McCabe, J. Mumma, J. Rayis, M. Heil, C. Reid, D. Washburn, R. Hendrick, D. Buhler



OFFICE OF THE  
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VICE PRESIDENT FOR  
ADMINISTRATION**

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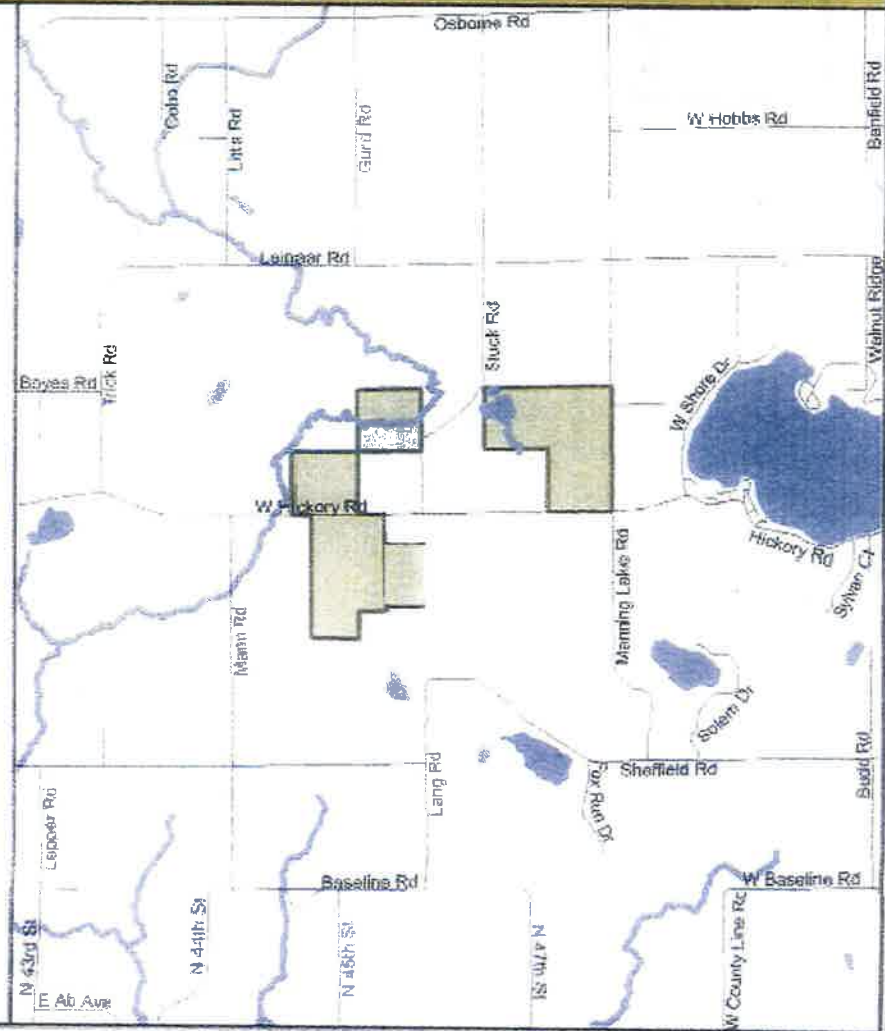
# Marshall Property

## Barry Township, Section 25 and 26



Gales	Caledonia	Bovine	Campbell	Odessa	Sebewa
Leighton	Thornapple	Irving	Carbon	Woodland	Sunfield
Wayland	Coalbrook Pansie Springs	Retland	Rustings	Castleton	Vermontville
Naman	Cracoeville	Hops	Baltimore	Maple Grove	Kalamo
Quincy	Fredericville	Baro	Ashtown	Assyria	Bellevue
Cooper	Richland	Ross	Bedford	Pennfield	Convis

MSU Foundation



Acceptance of Harold and Edythe Marshall Property in Barry County, MI

MICHIGAN STATE  
UNIVERSITY





**MICHIGAN STATE  
UNIVERSITY**

September 6, 2019



**MEMORANDUM**

**To:** Committee on Budget and Finance  
**From:** Satish Udpa *Satish Udpa*  
Executive Vice President for Administration  
**Subject:** Purchase and Sale of Property in Tuscola County, Michigan for the Saginaw Valley Research and Extension Center

**RECOMMENDATION**

The Trustee Committee on Budget and Finance recommends that the Board of Trustees authorize both the purchase and sale of real property located in Denmark Township, Tuscola County, Michigan.

**RESOLUTION**

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby authorizes the Administration to purchase 54.57 acres of real property located in Tuscola County, Michigan, from Allen Loesel, Kristie Janke, and Carrie Bredeson for \$463,845 and upon such other terms and conditions as may be acceptable to the Executive Vice President for Administration; and

BE IT FURTHER RESOLVED, that the Board of Trustees of Michigan State University hereby authorizes the Administration to sell a separate 3.57 acres of real property also located in Tuscola County, Michigan, to Allen Loesel for \$30,345 and upon such other terms and conditions as may be acceptable to the Executive Vice President for Administration.

**BACKGROUND**

The property recommended for purchase is intended to be used for the Saginaw Valley Research and Extension Center (SVREC). The SVREC was created as part of the plan that relocated the former Saginaw Valley Bean and Sugar Beet Research Farm from Swan Creek Township to its present location in Tuscola County. This property is contiguous to the current location of SVREC. No buildings are included with the property.

The research program at SVREC continues to be a growing success in the AgBioResearch system. As the research portfolio continues to expand into other crops in addition to sugar beets and dry beans, the need for quality research land continues to grow. Acquiring quality land contiguous to our current operations is a unique opportunity as land in this area, the heart of



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the Michigan sugar beet and edible bean industry, is continually in high demand.

As part of this transaction, MSU will sell a 3-acre parcel that is unsuitable for research because it is located across a large drainage ditch.

The property purchase will be funded from the Future Land Acquisition – Farm Land fund. Proceeds from the sale of the 3-acre parcel will be allocated to the above fund.

cc: Board of Trustees, S. Stanley, J. Youatt, N. Barr, M. Zeig, B. Quinn,  
K. Wilbur, D. Bollman, V. Gore, M. Haas, L. Adams, J. Gaboury,  
B. Kranz, C. Leese, M. McCabe, J. Mumma, J. Rayis, C. Reid,  
R. Hendrick, D. Buhler

# Saginaw Valley Research and Extension Center

## Tuscola County; Denmark Township, Sections 31 and 32

Tuscola County



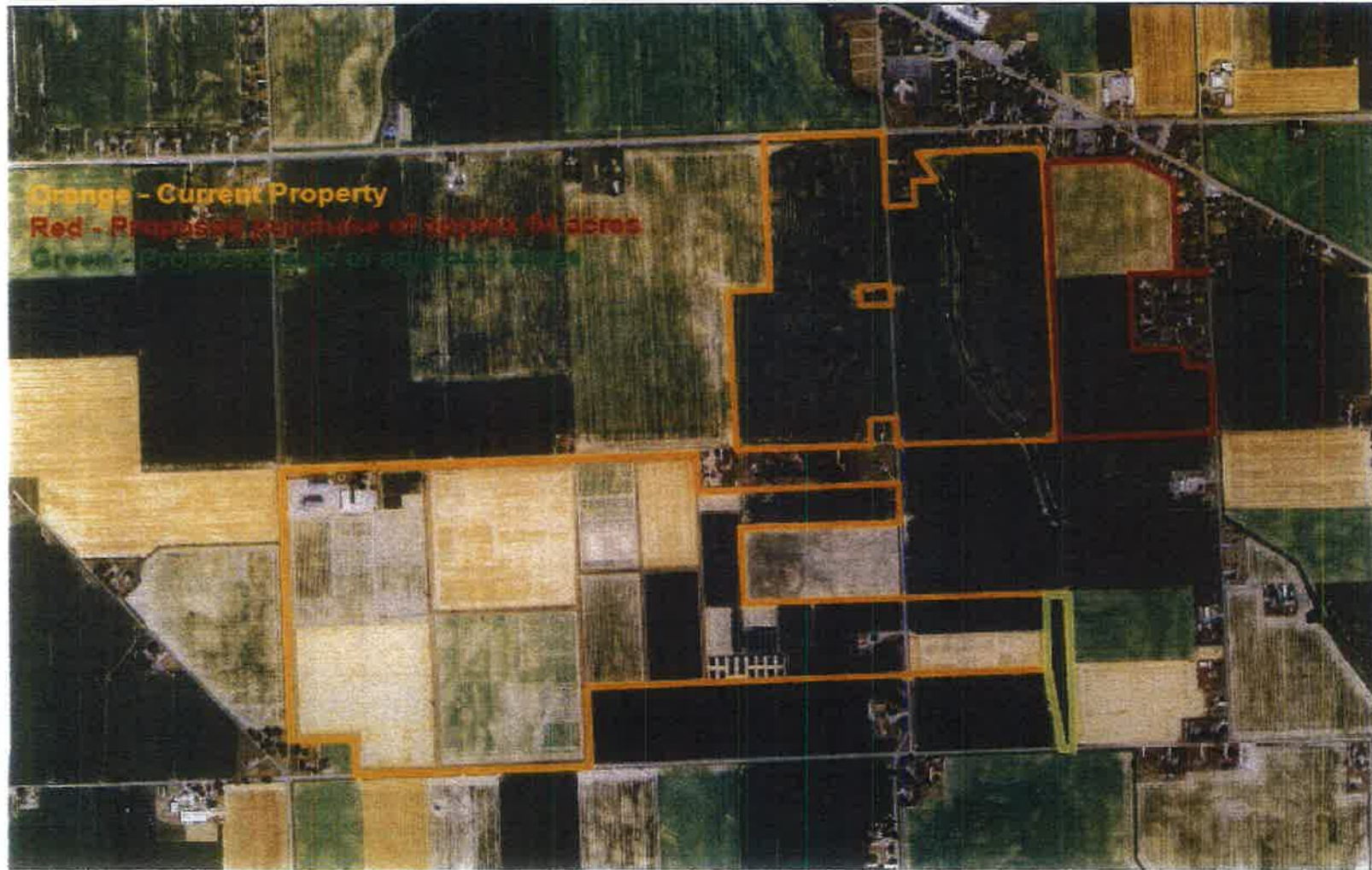
MSU Real Property



## Saginaw Valley Research and Extension Center

Tuscola County, Denmark Township, Sections 31 and 32

Image Year: 2010



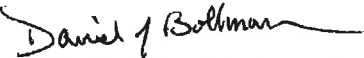
**MICHIGAN STATE  
UNIVERSITY**



September 6, 2019

**MEMORANDUM**

**To:** Committee on Budget and Finance

**From:** Daniel J. Bollman   
Vice President for Strategic Infrastructure Planning and  
Facilities

**Subject:** **Authorization to Plan**  
Business College Complex - Eppley Center - Student Support,  
Capital Renewal, and Building Envelope (*revised*)

**RECOMMENDATION**

The Trustee Committee on Budget and Finance recommends that the Board of Trustees authorize the Administration to plan for capital renewal, relocation of student support activities, and potential replacement of the building envelope at the Eppley Center of the Business College Complex.

**RESOLUTION**

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby authorizes the Administration to plan for the project entitled "Business College Complex - Eppley Center - Student Support, Capital Renewal, and Building Envelope."

**BACKGROUND**

**Program Need:**

The Administration originally brought the capital renewal portion of this project to the Board for authorization to plan in February 2018 as a coordination opportunity associated with the Edward J. Minskoff Pavilion. The Pavilion was recently completed and opened in August 2019.

The south wing of the Business College Complex (Eppley Center) was originally constructed in 1961. Eppley's mechanical systems are at the end of their useful life and can no longer be operated or maintained efficiently. These capital renewal improvements will result in better air distribution, occupant comfort, and energy savings.



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Vice President

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As planning for the capital renewal improvements proceeded, it became clear that capital renewal needs were more extensive than anticipated. The project cost increased and it was determined that the building would need to be unoccupied during construction. During the planning process, it also became apparent that improvements were needed to address programmatic needs and there was a desire to update the building's envelope. The revised Authorization to Plan encompasses the expanded scope of the project.

Completion of the Pavillon results in vacated space in the Eppley Center, giving the College the opportunity to realign and consolidate student support services on the first and second floors. The proposed renovations would focus on bringing together undergraduate advising and related services in one cohesive location and in proximity to other student focused space and programs in the Pavilion.

Planning is also requested for the replacement of the building envelope (exterior stone panels and windows) of the Eppley Center. The current exterior does not compliment the newly built Edward J. Minskoff Pavilion and there is interest among donors to achieve a more unified physical presence for the College of Business.

While these proposed projects can stand-alone, there are benefits to coordination, including construction mobilization, design integration, project delivery, and minimization of disruption to the College. Relocation of people and programs from the Eppley Center will be required for the HVAC, exterior stone panel, and window replacement projects.

**General Description of the Project:**

As planning continues, the capital renewal HVAC project is anticipated to include replacing air handler equipment and duct work for the entire Eppley Center, including variable frequency drive, new motors, and fans for all variable air volume boxes at selected locations; updating life safety including fire alarm and fire suppression; asbestos abatement; and replacement of ceilings and light fixtures with LED fixtures. First and second floor renovations would include demolition and construction of new advising offices and associated support spaces and computer labs including new flooring, power, data, painting, and furniture. The planning team will also evaluate the replacement of the exterior stone panels and windows to provide a more unified physical presence for the Eppley Center within the context of the north and pavilion additions.

The project is located Shaw Lane in the south academic district. The location is consistent with the Campus Land Use Master Plan.

**Communication Plan:**

Input will be solicited from the campus community during the planning phase.

**Preliminary Project Cost Information**

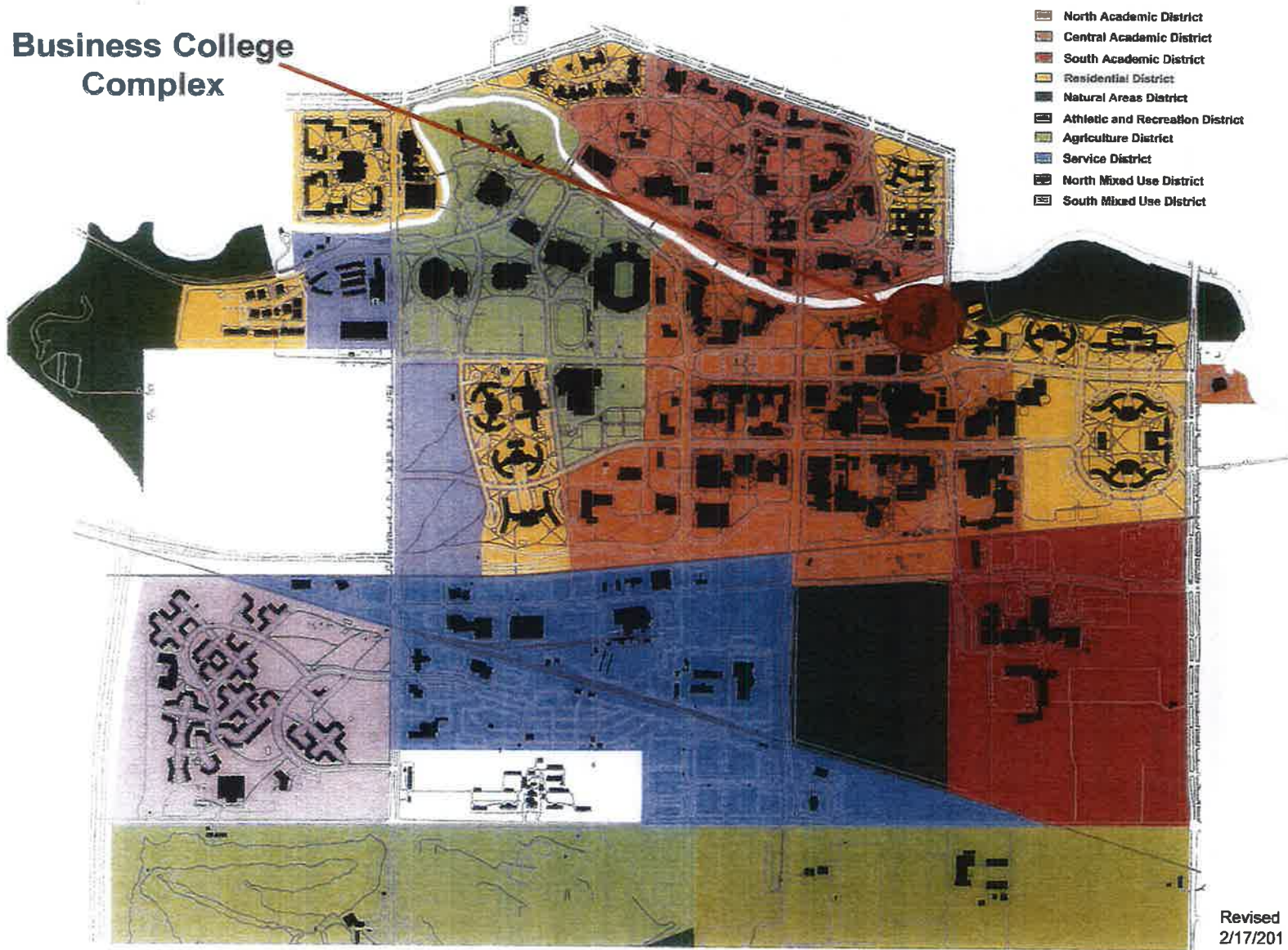
Based on cost experience for similar projects and current pricing information, the preliminary project cost estimate for the Capital Renewal (HVAC) and first and second floor renovations is \$10,000,000 - \$12,000,000. The replacement of the exterior stone panels and windows is estimated at an additional \$8,000,000 to \$9,000,000. These estimates may change as the project and its scope are refined during the planning process.

The source of funds for the project(s) is expected to be from a combination of general fund-capital renewal and gifts to the College of Business, and/or debt financing with debt repayment from the same sources.

cc: Board of Trustees, S. Stanley, S. Udpa, J. Youatt, K. Wilbur, N. Barr, M. Zeig, B. Quinn, V. Gore, M. Haas, L. Adams, J. Gaboury, B. Kranz, C. Leese, M. McCabe, J. Mumma, J. Rayis, L. Senecal, K. Oosterhoff, S. Gupta

CP18003

**Business College  
Complex**



- North Academic District
- Central Academic District
- South Academic District
- Residential District
- Natural Areas District
- Athletic and Recreation District
- Agriculture District
- Service District
- North Mixed Use District
- South Mixed Use District



**MICHIGAN STATE  
UNIVERSITY**

February 5, 2018

**MEMORANDUM**



**To:** Trustee Finance Committee

**From:** Daniel J. Bollman *Daniel J. Bollman*  
Associate Vice President for Strategic Infrastructure Planning  
and Facilities

**Subject:** **Authorization to Plan**  
Business College Complex - Epley Center - Capital Renewal

**RECOMMENDATION**

The Trustee Finance Committee recommends that the Board of Trustees authorize the Administration to plan for capital renewal infrastructure improvements for the Epley Center.

**RESOLUTION**

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby authorizes the Administration to plan for the project entitled "Business College Complex - Epley Center - Capital Renewal."

**BACKGROUND**

**Program Need:**

The south wing of the Business College Complex (Epley) was originally constructed in 1961. Epley's mechanical systems are at the end of their useful life and can no longer be operated or maintained efficiently. These improvements will result in improved air distribution and occupant comfort and provide energy savings. The Board approved a three-story addition to the west wing of the Epley Center in April of 2017, and that construction is currently taking place. Coordination of needed capital renewal infrastructure improvements with the construction of the addition provides an opportunity to complete this work and reduce future disruption to the business college complex.



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**General Description of the Project:**

As planning begins, the project is anticipated to include replacing air handler equipment and duct work for the entire Eppley Center, including variable frequency drive and new motors and fans for all variable air volume boxes at selected locations. The project will also update the property's life safety features including fire alarm and fire suppression. Finally, the project will include demolition, asbestos abatement, and replacement of ceilings and light fixtures with LED fixtures.

Eppley Center is located on Shaw Lane in the central academic district. The project will be consistent with the Campus Land Use Master Plan.

**Communication Plan:**

Input will be solicited from the campus community during the planning phase.

**Preliminary Project Cost Information:**

Based on cost experience for similar projects and current pricing information, the preliminary project cost estimate is \$4,100,000 - \$4,500,000. This estimate may change as the project and its scope are refined during the planning process.

The source of funds for the project is expected to be general fund - capital renewal or debt financing with debt repayment from the general fund - capital renewal.

cc: Trustee Policy Committee, J. Engler, J. Youatt, S. Udpa, B. Beekman, R. Noto, V. Gore, M. Haas, J. Gaboury, J. Rayis, L. Adams, B. Kranz, M. McCabe, J. Mumma, K. Watson, S. Gupta

**TRUSTEE COMMITTEE ON ACADEMIC AFFAIRS**

Friday, September 6, 2019

Administration Building

**I. Action Items**

Revisions to Student Rights and Responsibilities

Attachment 1

Italy Education Abroad Registration

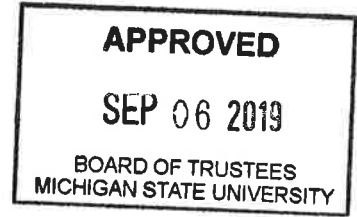
Attachment 2

Revisions to Policy 03-17-09 (Discipline and Dismissal of  
Tenured Faculty)

Attachment 3

**MICHIGAN STATE  
UNIVERSITY**

September 6, 2019



**MEMORANDUM**

**To:** Committee on Academic Affairs  
**From:** June Pierce Yonatt  
Provost and Executive Vice President for Academic Affairs  
**Subject:** Revisions to Student Rights and Responsibilities

**RECOMMENDATION**

The Trustee Committee on Academic Affairs recommends that the Board of Trustees approve revisions to the Student Rights and Responsibilities document to address the establishment of the Dean of Students Office.

**RESOLUTION**

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves revisions to the Student Rights and Responsibilities document as reflected in Attachment A to address the establishment of the Dean of Students Office.

**BACKGROUND**

The Dean of Students Office was created in Summer 2018 to oversee, with efficiency and consistency, all issues of student conduct. The Office supports student success by ensuring a civil and inclusive learning environment based on academic and personal integrity, promotes personal and community accountability, and addresses conduct inconsistent with the Students Rights and Responsibilities (SRR).

This change consolidated cases of academic integrity, previously handled by the Dean of Undergraduate Studies, and the student disciplinary cases managed in the Office of the Vice President for Student Affairs and Services. The Office has been functioning through a Memorandum of Understanding which transferred those responsibilities. Language changes within the SRR are now necessary to properly reflect the responsible party for conduct procedures.

This action is intended to change references in the SRR to the "Vice President for Student Affairs and Services," and "Dean of Undergraduate Studies" to the "Dean of Students."

Pursuant to Article 12 of the SRR, these changes have been approved by the University Council.

cc: Board of Trustees, S. Stanley, S. Udpa, K. Wilbur, N. Barr, B. Quinn, M. Zeig, D. Maybank, P. Strong, M. Largent



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provost.msu.edu

## Foreword

The foreword is not a part of the document that follows. It supplies, however, a necessary perspective for interpreting the document, originally named *Academic Freedom for Students at Michigan State University*.

Student rights and responsibilities at Michigan State University must be understood against the social and historical background of the University itself.

When, more than 150 years ago, the people of Michigan established this institution on the land-grant principle, they framed a new conception of the role of the university in American life. A land-grant university is a trusteeship of intellect in the service of society. It gathers society's creative and critical powers and uses them to advance the common good and to solve fundamental problems.

That is the special character that has caused the land-grant university to become one of the great transforming agencies of the American scene. When it honors its commission, it acts not for the sake of the academic community, but for the sake of society beyond the academy. All members of the academic community — trustees, administrators, faculty, staff and students — enact a trust of which society beyond the University is the proper beneficiary.

The real significance of this document, as we believe, is not that students have acquired rights, but that they have explicitly been made party to our social trust. The responsibility which lies upon the trustees, the administration, and the faculty continues. They remain guardians of the University, charged with preserving in it the genius of scholarship and the conditions of inquiry which society has entrusted to their care.

## Preface

This report, the *Graduate Student Rights and Responsibilities* document, the *Law Student Rights and Responsibilities* document, and the *Medical Student Rights and Responsibilities* document contain guidelines to the rights and duties of students in matters of conduct, academic pursuits, the keeping of records, and publications. This report describes structures and procedures for the formulation of regulations governing student conduct, for the interpretation and amendment of the guidelines, for the adjudication of student disciplinary cases, and for channeling student complaints, grievances, or concerns to faculty, staff, and administrators for appropriate action.

For the most part, these provisions simply make explicit what has been long understood and practiced at Michigan State University. This report identifies rights and duties of students and provides for students a carefully prescribed system of due process. The report does not contain a general or abstract definition of academic freedom. Rather, the report is an operational definition with concrete application of the concept of academic freedom for students.

## Article 1: Guiding Values and Principles

Michigan State University is a community of scholars whose members include its faculty, staff, students, and administrators. The basic purposes of the University are the advancement,

dissemination, and application of knowledge. The most basic condition for the achievement of these purposes is freedom of expression and communication. Without this freedom, effective sifting and testing of ideas cease, and research, teaching, and learning are stifled. Knowledge is as broad and diverse as life itself, and the need for freedom is equally broad. Yet absolute freedom in all aspects of life means anarchy, just as absolute order means tyranny. Both anarchy and tyranny are antithetical to the purposes and character of the University. Therefore, the University always must strive to strike that balance between maximum freedom and necessary order which best promotes its basic purposes by providing the environment most conducive to the many faceted activities of instruction, research, and service.

Each right of an individual places a reciprocal duty upon others: the duty to permit the individual to exercise the right. The student, as a member of the academic community, has both rights and duties. Within that community, the student's most essential right is the right to learn. The University has a duty to provide for the student those privileges, opportunities, and protections which best promote the learning process in all its aspects. The student also has duties to other members of the academic community, the most important of which is to refrain from interference with those rights of others which are equally essential to the purposes and processes of the University.

The University cherishes many values, modes of thought, and standards of behavior that are better taught by example and rewards than by the threat of penalties. Regulations governing the activities and conduct of student groups and individual students should not be comprehensive codes of desirable conduct; rather, they should be limited to the prescription of procedures for meeting the practical, routine necessities of a complex community and to the prohibition or limitation of acts which cannot be tolerated because they seriously interfere with the basic purposes, necessities, and processes of the academic community, or with rights essential to other members of the community.

The student is not only a member of the academic community, but a citizen of the larger society, who retains those rights, protections, and guarantees of fair treatment held by all citizens, and which the University may not deny. The enforcement of the student's duties to the larger society is, however, the responsibility of the legal and judicial authorities duly established for that purpose.

### **Guidelines**

To protect student rights and to facilitate the definition of student responsibilities at Michigan State University, the following guidelines shall apply to those stipulations and conditions by which student conduct is regulated, broadly referred to as "regulations" in the remainder of this Article.

- A. All regulations shall seek the best possible reconciliation of the principles of maximum freedom and necessary order.
- B. There shall be no regulation unless there is a demonstrable need which is reasonably related to the basic purposes and necessities of the University as stipulated herein.
- C. To the maximum extent feasible, students shall participate in formulating and revising regulations governing student conduct.
- D. All regulations governing student conduct shall be made public in an appropriate manner.

- E. Every regulation shall be as brief, clear, and specific as possible.
- F. Wherever rights conflict, regulations shall, to the maximum extent feasible, permit reasonable scope for each conflicting right by defining the circumstances of time, place, and means appropriate to its exercise.
- G. Regulations shall respect the free expression of ideas and shall encourage the competition of ideas from diverse perspectives.
- H. Procedures and penalties for the violation of regulations shall be primarily designed for guidance or correction of behavior.
- I. Penalties shall be commensurate with the seriousness of the offense. Repeated violations may justify increasingly severe penalties.
- J. There shall be clearly defined channels and procedures for the appeal and review of:
  - a. The finding of guilt in an alleged violation of a regulation.
  - b. The reasonableness, under the circumstances, of the penalty imposed for a specific violation.
  - c. The substance of a regulation or administrative decision which is alleged to be inconsistent with the guidelines in this document.
  - d. The fairness of the procedures followed in the adjudication.
- K. Students accused of violating a regulation or University policy shall have the right to appear before a duly constituted hearing body as provided in this document. No student shall be suspended or dismissed from the University for disciplinary reasons, except through the procedures of this document or the applicable sections of the *Graduate Student Rights and Responsibilities* document the *Law Student Rights and Responsibilities* document or the *Medical Student Rights and Responsibilities* document.
- L. Every regulation shall specify to whom it applies and whether responsibility for compliance lies with individuals, with groups, or with both.
- M. *Student Handbook and Resource Guide*: A handbook of the University's current regulations relating to student rights and responsibilities shall be made available to every member of the academic community.

## **Article 2: Academic Rights and Responsibilities**

### **I. Preamble**

The freedom and effectiveness of the educational process depend upon the provision of appropriate conditions and opportunities for learning in an environment that is supportive of diversity among ideas, cultures, and student characteristics. The responsibility to secure, respect, and protect such opportunities and conditions is shared by all members of the academic community. The primacy of the faculty's role and its centrality in the educational process must be recognized and preserved. The primary intellectual purpose of the University — its intellectual content and integrity — is the responsibility of the faculty.

The establishment and maintenance of the proper relationship between instructor and student are fundamental to the University's function, and require both instructor and student to recognize the rights and responsibilities which derive from it. The relationship between instructor and student as individuals should be founded on mutual respect and understanding together with shared dedication to the educational process.

## **II. Role of the Faculty in the Instructional Process**

- A.** No provision for the rights of students can be valid which suspends the rights of the faculty. The student's right to competent instruction must be reconciled with the rights of the faculty, consistent with the principle that the competency of a professional can be rightly judged only by professionals. It is, therefore, acknowledged and mandated that competence of instruction shall be judged by the faculty.
- B.** Faculty shall have authority and responsibility for academic policy and practices in areas such as degree eligibility and requirements, course content and grading, classroom procedure, and standards of professional behavior in accordance with the *Bylaws for Academic Governance*, the *Code of Teaching Responsibility*, and other documents on faculty rights and responsibilities.
- C.** No hearing board established under this document shall interfere with the evaluation of a student that represents a course instructor's good faith judgment of the student's performance. In the event that an evaluation is determined to be based on inappropriate or irrelevant factors, as discussed in Section III.B.1 below, the dean of the relevant college shall cause the student's performance to be reassessed and a good faith evaluation to be made.
- D.** The University shall provide appropriate and clearly defined channels for the receipt and consideration of student complaints concerning instruction. In no instance shall the competence of instruction form the basis for an adversarial proceeding before any of the judicial bodies established in this document.

## **III. Rights and Responsibilities of the Student**

- A.** The student is responsible for learning and demonstrating mastery of the content and skills of a course of study, while participating actively in the course's intellectual community, according to standards of performance established by the faculty.
- B.** The student has a right to academic evaluations that represent the course instructor's good faith judgments of performance. Course grades shall represent the instructor's professional and objective evaluation of the student's academic performance. The student shall have the right to know all course requirements, including grading criteria, and course procedures at the beginning of the course. (See also the *Code of Teaching Responsibility*.)
  - 1. To overcome the presumption of good faith, it must be demonstrated that an evaluation was based entirely or in part upon factors that are inappropriate or irrelevant to academic performance and applicable professional standards.<sup>1</sup>

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<sup>1</sup> Academic performance includes meeting applicable professional standards when such standards are a component of the curriculum. Professional standards must be approved by the relevant academic unit and the dean and, in the case of college statements, the Office of the Provost. The development of such



2. The student shares with the faculty the responsibility for maintaining the integrity of scholarship, grades, and professional standards.
3. The student shall be free to take reasoned exception to information and views offered in the instructional context, and to reserve judgment about matters of opinion, without fear of penalty or reprisal.
4. The student's behavior in the classroom shall be conducive to the teaching and learning process for all concerned.
5. The student has a right to be governed by educationally justifiable academic regulations and professional standards. The administering unit shall inform students in writing of such regulations, including codes of professional behavior, at the time of the student's entry into the academic program.
6. The student has a right to accurate, timely, and clear information in writing at the time of entry into an academic program concerning (a) general academic requirements for establishing and maintaining an acceptable academic standing, (b) the student's academic relationship with the University and the details of any special conditions that may apply, and (c) graduation requirements for the student's academic program.
7. Students are responsible for informing themselves of University, college, department, and school requirements as stated in unit publications and in the University catalog. In planning to meet such requirements, students are responsible for consulting with their academic advisors.
8. The student has a right to protection against improper disclosure of his/her education records<sup>2</sup> and personal information such as values, beliefs, organizational affiliations, and health. (See also Article 3.)
9. The student has a right to be protected from personal exploitation and to receive recognition for scholarly assistance to faculty.
10. The student and the faculty share the responsibility for maintaining professional relationships based on mutual trust and civility.

## Article 3: Student Records

I. Achieving educational goals, providing direction to students, and extending service to society demand that the University keep records. All policies and practices concerning records shall be based on respect for the privacy of the individual student as well as current federal and state law.

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standards within academic units shall include student participation. The dean and the Office of the Provost shall consult with appropriate governance groups before approving professional standards.

<sup>2</sup> See the *MSU Access to Student Information Guidelines* for information regarding confidentiality of student education records.

- II. Because of respect for the privacy of the individual student, record keeping must be performed only by University personnel whose job responsibilities require record keeping.
- III. All policies and practices governing access to, and maintenance and release of, student records shall conform to the University's published guidelines. (See the *MSU Access to Student Information Guidelines*.)
- IV. No record shall be made, reproduced, or retained unless there is a demonstrable need for it that is reasonably related to the basic purposes and necessities of the University.
- V. The University shall not make, reproduce, or retain records of a student's religious or political beliefs or affiliations without the student's knowledge and consent.
- VI. Students shall have the right to inspect any of their own educational records, except as waived by the student (e.g., confidential letters of recommendation). Student educational records include official transcripts, student disciplinary records, and records regarding academic performance.
- VII. All policies and practices dealing with the acquisition and dissemination of information in student records shall be formulated with due regard for the student's right to privacy and access.
- VIII. All student educational records that are used or may be used to make determinations about a student's employment, financial aid, or academic progress shall include a notation of the name of the person who supplied the information and the date of its entry, with the exception of central, Student Information System records.
- IX. Confidential records shall be responsibly handled. Units shall train persons handling such records in appropriate methods of keeping and disposing of confidential records.
- X. No one outside the faculty or administrative staff of Michigan State University, except as specified by law, may have access to the record of a student's offenses against University regulations without the written permission of the student.
- XI. All policies governing the maintenance and the selective release of records and of portions of records shall be made public in an appropriate manner and shall be subject to judicial review as provided in Article 5, Section II of this document. These policies and practices shall conform to current federal and state law. In addition, any changes to the policies shall be made known to the student body through the appropriate student governance bodies.

## **Article 4: Non-Academic Hearing Board Structures**

Consistent with the fundamentals of fair play in any judicial process is an opportunity for those accused to be heard by their peers. What follows is the foundation and structure of a representative peer review structure, embedded within the hearing procedures outlined within this document. This Article describes the composition and jurisdiction of all non-academic hearing boards. Academic hearing boards are described in Article 6 of this document.

### **I. General Guidelines**

- A. *Student Membership and Selection.* A nomination committee composed of undergraduate and graduate members from each of the hearing boards outlined in this Article, as well as representatives from RHA, ASMSU, and COGS, will be responsible for

recruiting and nominating a full complement of students to serve on each hearing board. At its discretion, the committee may include faculty members in the nomination process. The committee will be advised by a designee of the ~~Vice President for Student Affairs~~ Dean of Students ~~and Services~~, who shall be a non-voting member. The committee will develop and follow written procedures to govern the nomination process.

Once the nomination process is complete, the committee must submit the names of the candidates for appointment to the appropriate governing body (see Section I.B below) no later than the sixth week of spring semester.

- B. *Student Appointment/Reappointment.*** COGS shall be responsible for the appointment of graduate students to the hearing boards described in this Article. RHA shall be responsible for the appointment of residence hall hearing boards members. ASMSU shall be responsible for the appointment of undergraduates to remaining hearing boards described in this Article. All student appointments shall be made by the tenth week of spring semester.

Each governing body shall make provisions for filling mid-semester vacancies on an interim basis prior to completion of the appointment process. If such vacancies have not been filled within two weeks, the Provost may appoint student members to fill them. The Provost may also appoint students to fill vacancies if students are unable to serve during the summer or if interim members are necessary to meet quorum requirements.

- C. *Faculty and Staff Membership and Appointments.*** Faculty members on the hearing boards described in this Article shall be nominated pursuant to the *Bylaws for Academic Governance* and appointed by the President. Faculty members may serve no more than two consecutive full-term appointments. Staff members on the hearing boards described in this Article shall be nominated by the Executive Vice President for Administrative Services and appointed by the President. Staff members may serve no more than two consecutive full-term appointments.

The Provost may appoint members from the faculty and staff ranks to fill vacancies in the event that mid-semester openings occur, members are unable to serve during the summer, or interim members are necessary to meet quorum requirements.

- D. *Advisors.*** Each hearing board described in this Article shall have an advisor designated by the ~~Vice President~~ Dean of Students. The role of the advisor is to see that each hearing board follows the provisions outlined in this document. The advisor shall serve as an ex-officio and non-voting member of the hearing board.
- E. *Code of Operations.*** All hearing boards shall follow a written code of operations that will be reviewed and approved by UCSA. The codes of operation of student-only hearing boards described in Section II of this Article must be approved by their related major governing groups. Each code of operations must be consistent with this document, including confidentiality provisions, procedures for determining whether a complaint warrants a judicial hearing, and how a hearing is to be conducted.

The codes of operation shall, at a minimum, require that board members be trained, provide for the appointment of board members to specific board roles, and establish procedures for the assessment of conflicts of interest and removal of board members if necessary. The codes of operation shall also define the quorum for the hearing board, which in no case shall be less than five board members or 50% of the currently

appointed membership, whichever is less. The codes of operation shall also address procedures for expedited consideration of urgent cases in which a temporary restraining action is sought.

## II. Student-Only Hearing Boards

A. *University Housing Hearing Boards.* The RHA may establish its own hearing boards with jurisdiction over cases involving:

1. Complaints of personal misconduct occurring in or around University housing, including alleged violations of General Student Regulations, Student Group Regulations, Living Group Regulations, or University policies, where the possible sanction would not be expected to result in suspension or dismissal from the University; and
2. Complaints regarding the constitution, bylaws, or policies of RHA.

University Housing Hearing Boards do not have jurisdiction over cases involving academic misconduct, except as described in Article 5, Section I of this document.

B. *All-University Student Hearing Board.* ASMSU and COGS shall form one All-University Student Hearing Board to be comprised of at least three undergraduate students and three graduate students. This hearing board will have jurisdiction over cases involving:

1. Complaints of personal misconduct occurring in or around University housing that involve a graduate student, or for which another hearing board is not available and where the possible sanction would not be expected to result in suspension or dismissal from the University;
2. Complaints alleging violations of General Student Regulations, Student Group Regulations, or University policies by individual members or constituent groups within ASMSU or COGS where the possible sanction would not be expected to result in suspension or dismissal from the University;
3. Complaints regarding the constitution, bylaws, or policies of ASMSU or COGS.

The All-University Student Hearing Board does not have jurisdiction over cases involving academic misconduct, except as described in Article 5, Section I of this document.

C. *Terms of Appointment.* Members of student-only hearing boards shall serve for one full calendar year, commencing with summer semester following appointment, with opportunity for reappointment for one additional term. Student members appointed mid-semester will serve until the beginning of the next succeeding summer semester.

## III. Student-Faculty-Staff Hearing Board

A. *Composition.* The Student-Faculty-Staff Hearing Board shall be comprised of five undergraduate students, three graduate students, two staff members, and three faculty members.

B. *Jurisdiction.* The Student-Faculty-Staff Hearing Board shall have jurisdiction over cases involving:

1. Complaints of personal misconduct, including alleged violations of general student, student group, or living group regulations, or University policies;

2. Complaints arising between or within major governing groups, student governing groups, living units, and/or registered student organizations that allege a violation of the group's, unit's, or organization's constitution, bylaws, or policies;
3. Complaints between ASMSU and COGS that allege a violation of either governing body's constitution, bylaws, or policies.

The Student-Faculty-Staff Hearing Board does not have jurisdiction over cases involving academic misconduct, except as described in Article 5, Section I of this document.

- C. *Terms of Office.* Student members of the Student-Faculty-Staff Hearing Board shall serve for two years with the opportunity for reappointment for one additional two-year term. Faculty and staff members shall serve for three years, with the opportunity for reappointment for one additional three-year term. All terms of office shall begin with the summer semester following appointment.

#### IV. University Student Appeals Board

- A. *Composition.* The University Student Appeals Board shall be comprised of two undergraduate students, one graduate student, one staff member, and two faculty members.
- B. *Jurisdiction.* The University Student Appeals Board shall have appellate jurisdiction over disciplinary decisions arising from processes outlined in Section I of Article 5. The University Student Appeals Board shall also have original jurisdiction over non-academic student grievances filed pursuant to Section II of Article 5 to challenge a University policy or regulation.
- C. *Terms of Office.* Student members of the University Student Appeals Board shall serve for two years with the opportunity for reappointment for one additional two-year term. Faculty and staff members shall serve for three years, with the opportunity for reappointment for one additional three-year term. All terms of office shall begin with the summer semester following appointment.

## Article 5: Adjudication of Non-Academic Cases

### I. Personal Misconduct Cases

The following procedures shall govern cases involving alleged acts of personal misconduct. The procedures contained in this Article apply to all students at Michigan State University. These procedures do not govern cases involving academic misconduct, which are governed by Article 7. The ~~Vice President~~ Dean of Students and the Provost will determine whether a case involving allegations of both personal misconduct and academic misconduct will be heard pursuant to Article 5 or Article 7 (or both).

- A. *Complaints.* A complaint is defined as an allegation filed under Section I.B of this Article that a student has violated a University regulation, ordinance, or policy. Any member of the University community may file a complaint against a student. Where appropriate, the involved parties are encouraged to consider a variety of dispute resolution options, including but not limited to restorative justice, mediation, and/or conflict coaching, prior to the filing of a formal complaint.

- B. *Filing a Complaint.*** To file a complaint, a member of the faculty, staff, or student body must submit a written statement to the ~~Department of Student Life~~ Dean of Students through its established protocol. The statement must contain the following information:
1. The specific policy, ordinance, or regulation that has allegedly been violated;
  2. The time, place, and specific description of the alleged violation;
  3. The name of the student against whom the complaint is filed (the "respondent"); and
  4. The name of the individual who is filing the complaint (the "complainant").
- C. *Notice of Complaint.*** Upon receipt of a properly formatted complaint, a designee of the ~~Vice President~~ Dean of Students shall notify the respondent in writing within five class days that he or she has been accused of violating a University regulation, ordinance, or policy. The respondent shall be required to meet with an individual designated by the ~~Department of Student Life~~ Dean of Students ("administrator") for the purposes described in Section D below. The notice of complaint to the respondent shall include the following:
1. The specific policy, ordinance, or regulation that has allegedly been violated;
  2. The time, place, and specific description of the alleged violation;
  3. The name of the individual who is filing the complaint;
  4. Notice of the opportunity to review the complaint in person;
  5. A list of conflict resolution options and campus resources available to both parties; and
  6. The deadline by which the respondent is required to meet with the administrator.
- D. *Administrative Meeting.***
1. The respondent will meet with the administrator, who will advise the respondent of his/her rights and responsibilities under this document, review the complaint, and discuss possible resolution options. At that time, the respondent will be provided with a copy of the complaint and may admit or deny the alleged violation.
  2. If the respondent fails to meet with the administrator or fails to admit or deny the alleged violation within five class days of meeting with the administrator, the administrator may take one of the following actions:
    - a. Place a hold on the respondent's registration until the respondent meets with the administrator.
    - b. Refer the case to the appropriate hearing board for a formal hearing.
    - c. Render a decision on the complaint. If the decision of the administrator does not include a suspension or dismissal, the respondent may appeal pursuant to Section F below. If the decision of the administrator includes a suspension or dismissal, the respondent shall have five class days from the date of the decision to request a formal hearing before the Student-Faculty-Staff Hearing Board. Such a request must be consistent with the directions in the decision letter and will void the

administrator's decision, which will not be shared with the hearing board that hears the complaint. In the absence of a properly submitted appeal or hearing request, the administrator's original decision will be final, pending any necessary approval and implementation by the ~~Vice-President~~ Dean of Students.

3. A respondent who admits his/her violation waives his or her right to a hearing on the matter of responsibility. In such a situation, the respondent may request that the administrator determine the sanction for the violation or request that the appropriate hearing board determine the sanction. Where appropriate, the respondent may also express a desire to participate in another dispute resolution process, either in lieu of or in addition to the adjudication process outlined in this Article. If the respondent asks to participate in another dispute resolution process, the ~~Vice-President~~ Dean of Students must approve that request and the complainant must agree to participate before that process may be initiated.
4. If the respondent denies the violation, the respondent shall choose to have the matter heard by an administrator or a hearing body. The hearing should follow in a timely manner.

**E. Hearing Procedures.**

1. At least five class days prior to a hearing, both the complainant and respondent shall receive written notification of the hearing from the appropriate hearing body. This notice of hearing shall include:
  - a. A sufficiently detailed description of the alleged misconduct;
  - b. The date, time, and location of the hearing;
  - c. The name(s) of the individual(s) who will conduct the hearing;
  - d. The names of the complainant's witnesses and advisor (if known).
2. The hearing body shall take necessary precautions to avoid any conflict of interest. The complainant and the respondent shall have two class days from receiving the hearing notice to challenge any hearing board member or hearing administrator for cause. The standard the chair of the hearing body shall follow in ruling on challenges for cause is whether, in light of the challenged person's knowledge of the case or personal or professional relationships with the complainant, respondent, or a witness, the challenged person would be able to hear the case fairly and impartially. If the challenge is to the chair of the hearing body or hearing administrator, the challenge shall be decided by the ~~Vice-President~~ Dean of Students.
3. The complainant and respondent shall have two class days from receiving the hearing notice to provide the hearing body with the names of his/her witnesses or advisors, if such names are not already listed on the hearing notice. The complainant and respondent will receive a second notice containing this information not less than one class day prior to the hearing.
4. Either the complainant or respondent may request, for good cause, that the hearing be postponed. The hearing body may grant or deny such a request.

5. Hearings under Section I (personal misconduct) of this Article shall be closed unless both the respondent and complainant agree to an open hearing. Hearings under Section II (non-academic student grievances) of this Article shall be closed, unless the complainant requests an open hearing. In either circumstance, the hearing body may close an open hearing at any time to maintain order or protect the confidentiality of information.<sup>3</sup> An open hearing is open to any member of the University community.
6. The complainant and respondent are expected to appear at the hearing to present their cases. If appearance in person is not feasible, the hearing body may permit either party to present his/her case through other communication channels (phone, webcam, video conference, etc.). If the complainant fails to appear, the hearing body may either postpone the hearing or dismiss the case. If the respondent fails to appear, the hearing body may either postpone the hearing or hear the case in the respondent's absence. The respondent's failure to appear shall not mean the respondent is presumed to have committed the violation in the complaint.
7. The complainant and respondent shall be entitled to:
  - a. Receive a timely hearing.
  - b. Call witnesses on their behalf. Witnesses must be members of the University community, unless the hearing body determines that the witness has direct knowledge of the facts pertaining to the matter at issue. Witnesses may be present in the hearing only when testifying. Witnesses may submit written statements to the hearing body in lieu of testifying only with the express permission of the hearing body. Expert or character witnesses are not allowed, except as deemed necessary by the hearing body. The hearing body may limit the number of witnesses.
  - c. Submit information in support of their positions.
  - d. Be accompanied to the hearing by an advisor, who must be a member of the University community. If criminal charges related to the alleged violation are pending, the respondent may have an attorney who is not a member of the University community at the hearing as his/her advisor. If the respondent is criminally charged with a sex offense related to the alleged violation when the hearing occurs, the complainant may also have an attorney present at the hearing as his/her advisor.  
  
The advisor or attorney may be present throughout the hearing but has no voice in the hearing unless the chair of the hearing body grants the attorney or advisor permission to have a limited voice.<sup>4</sup>
  - e. Question any witness who appears at the hearing.

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<sup>3</sup> The hearing bodies described in this document should refer to University policies and applicable laws regarding confidentiality of information.

<sup>4</sup> The chair or hearing administrator shall normally grant permission for a student representative from the Student Rights Advocates program to have voice in the hearing.



8. The hearing body shall determine whether each allegation has been supported by a preponderance of the evidence. If an allegation is not supported by a preponderance of the evidence, the respondent shall be found "not responsible" for that allegation. If the allegation is supported by a preponderance of the evidence, the hearing body may impose one or more of the sanctions listed in Section H of this Article.
9. The hearing body shall prepare and deliver a written decision within five class days of the hearing. The report shall include the rationale for the decision and notification of the right to appeal. A copy of the report shall be provided to the complainant and respondent, who will be required to maintain the confidentiality of the document to the extent permitted by law.

**F. Appeals.**

1. The University Student Appeals Board has jurisdiction over all appeals of decisions made by a hearing body under this Article.
2. A respondent may appeal an adverse decision on the basis that the information presented does not support the decision reached by the hearing body or that the sanction recommended is incommensurate with the seriousness of the offense.
3. Either the complainant or respondent may appeal on the basis that applicable procedures were not followed or there was a conflict of interest involving a member of the hearing body.
4. A written appeal must be filed as directed in the decision letter within five class days after the date on which the decision was sent to the complainant and respondent. Any sanctions imposed will be held in abeyance while the appeal is pending.
5. The University Student Appeals Board shall take necessary precautions to avoid any conflict of interest on the part of its members. Upon receipt of the appeal, the complainant and respondent shall be provided with the names of the members of the University Student Appeals Board. Both the complainant and respondent shall have two class days from receiving such notice to challenge any member for cause.
6. The University Student Appeals Board shall review the case and the procedures used, request additional information if needed, and then do one of the following:
  - a. Reject the appeal for lack of jurisdiction.
  - b. Affirm or reverse the original decision.
  - c. Direct the original hearing body to rehear the case or to reconsider or clarify its decision.
  - d. Conduct a hearing of its own from which the University Student Appeals Board may affirm, reverse, or modify the original decision.
7. The University Student Appeals Board shall issue a written decision, including the rationale for its decision, within ten class days of convening to consider the appeal or conducting a hearing. A copy of the decision shall be provided to the complainant and respondent, who will be required to maintain the confidentiality

of the document to the extent permitted by law. Except in cases where a suspension or dismissal is recommended, the decision of the University Student Appeals Board is final and shall be effective immediately.

8. Decisions of the University Student Appeals Board resulting in a suspension or dismissal may be appealed by either the complainant or respondent to the ~~Vice-President~~ Dean of Students on the basis that a finding of responsibility is not supported by the information presented or that the penalty is incommensurate with the seriousness of the offense.
  9. Decisions resulting in a suspension or dismissal that are not appealed will be forwarded to the ~~Vice-President~~ Dean of Students for approval and implementation.
- G. Requests for Reconsideration.** Each hearing body shall allow a complainant or respondent to request reconsideration of a case within 30 calendar days of its decision, if either party can demonstrate that new information has arisen. An exception to the 30-day time limit may be granted by the appropriate hearing body only upon a showing of good cause.
- H. Sanctions for Personal Misconduct.** Disciplinary sanctions imposed should be based on a consideration of all circumstances in a particular case, including a student's prior record of misconduct, if any. Failure to comply with a sanction or any conditions of a sanction imposed may form the basis for additional conduct charges and the imposition of more severe disciplinary sanctions.

Such sanctions may include any one or more of the following:

1. Warning: An official written statement expressing disapproval of the behavior and notifying the student it must not occur again.
2. Probation: An official written statement establishing a period of time for observing and evaluating a student's conduct and indicating that any additional violations may result in more severe disciplinary action. This period may be accompanied by stipulations, including but not limited to restitution, participation in an educational program, or loss of specified University privileges.
3. Restitution: A requirement that a student pay for property damages or losses resulting from acts committed by the student, with the date by which the restitution must be completed.
4. Change of residence: The student shall be required to move from his or her current on-campus residence, either to an off-campus location or to another location within the University housing system.
5. Other: The student may be required to complete an educational program or activity or comply with the reasonable conditions of a behavioral contract.
6. Disenrollment from a course: If the complaint is based on disruptive behavior in a specific class, the hearing body may recommend to the Provost that the student be disenrolled from that course.
7. Suspension: A suspension is temporary removal from the University for a particular period of time, at the conclusion of which the student is eligible to apply

for readmission. A suspension may also be a conditional suspension, in which case the student must demonstrate that he/she has fulfilled stated conditions prior to applying for readmission. Only the ~~Vice President~~ Dean of Students may impose the sanction of suspension from the University. A suspended student may not attend or otherwise participate in any University-sponsored or student group-sponsored (student governing groups and registered student organizations) events or activities, whether on or off-campus.

8. Dismissal: A dismissal is a permanent removal from the University. Only the ~~Vice President~~ Dean of Students or Provost may impose the sanction of dismissal from the University.
- I. *Urgent Disciplinary Cases.* If the ~~Vice President~~ Dean of Students is presented with credible information that a student's continued presence at the University poses a clear and present danger to the health or safety of persons or property, the ~~Vice President~~ Dean of Students may temporarily suspend a student from the University. Before temporarily suspending a student, the ~~Vice President~~ Dean of Students will make a reasonable attempt to notify the student of the potential interim suspension and offer the student an opportunity to present information that he/she does not pose a threat to persons or property.
1. The interim suspension shall not preclude, render irrelevant, or predetermine the outcome of subsequent disciplinary action relating to conduct on which the interim suspension is based. Nor shall an interim suspension create a presumption that the respondent violated University policy. Students placed on interim suspension may petition for reinstatement at any time, with the following guidelines.
  1. Such petitions will be considered by either the ~~Vice President~~ Dean of Students or the Provost as requested by the petitioner.
  2. Within five class days after receipt of a student's petition, the ~~Vice President~~ Dean of Students or the Provost shall meet with the student for the sole purpose of deciding whether to continue the interim suspension or grant reinstatement.
  3. The outcome of the meeting shall not preclude, render irrelevant, or predetermine the outcome of subsequent disciplinary action.
  2. Students placed on interim suspension shall face disciplinary action for the underlying conduct pursuant to this Article, regardless of where the conduct occurred.

## II. Non-Academic Student Grievances.

Any student may file a grievance against a registered student organization, student governing group, or University employee alleging a violation of this document or a violation of the student group's constitution, bylaws, or policies. Any student may also file a grievance pursuant to this section to challenge a University policy or regulation as being inconsistent with the guidelines established in this document. Such grievances should be filed in writing with the ~~Vice President~~ Dean of Students pursuant to the established procedure.

- A. *Informal Resolution.* Prior to filing a student grievance, the grievant should first attempt to resolve the grievance informally. Informal resolutions may include involvement of the

student organization's advisor or another University employee, or alternative forms of dispute resolution (e.g., restorative justice, mediation).

- B. *Jurisdictional Findings.*** The ~~Vice-President~~Dean of Students shall review the grievance and forward it to the appropriate hearing board to determine whether it has jurisdiction to hear the case. The hearing board shall then forward a copy of the grievance to the respondent and invite a written response. After considering all submitted information, the hearing board may:

1. Schedule a hearing.
2. Reject the request for lack of jurisdiction and provide a written explanation for that decision.
3. Invite all parties to meet with the hearing board for an informal discussion of the issues. Such a discussion shall not preclude a subsequent hearing.

**C. *Hearing Procedures.***

1. At least five class days prior to a hearing, the parties shall receive written notification of the hearing from the appropriate hearing board. This notice of hearing shall include:
  - a. The date, time, and location of the hearing;
  - b. The names of the hearing board members; and
  - c. The names of the parties' witnesses and advisors (if known).
2. Both the respondent and grievant shall have two class days from receiving the hearing notice to challenge any hearing board members for cause. The standard the chair of the hearing body shall follow in ruling on challenges for cause is whether, in light of the challenged person's knowledge of the case or professional relationships with the complainant, respondent, or a witness, the challenged person would be able to hear the case fairly and impartially. If the challenge is to the chair of the hearing body, the challenge shall be decided by the ~~Vice-President~~Dean of Students.
3. The parties shall have two class days from receiving the hearing notice to provide the chair of the hearing body with the names of their witnesses and advisors, if such names are not already listed on the hearing notice. Both parties will receive a second notice containing this information no less than one class day prior to the hearing.
4. Either party may request, for good cause, that the hearing be postponed. The chair of the hearing body may grant or deny such a request.
5. The hearing shall be open unless the hearing body determines that the hearing should be closed to protect the confidentiality of information. An open hearing is open to any member of the University community. The hearing body may close an open hearing at any time to maintain order or protect the confidentiality of information.
6. Both parties are expected to appear at the hearing to present their cases. If appearance in person is not feasible, the hearing body may permit either party to

present its case through other communication channels (phone, webcam, video conference, etc.). If the grievant fails to appear, the hearing body may either postpone the hearing or dismiss the case. If the respondent fails to appear, the hearing body may either postpone the hearing or hear the case in the respondent's absence. The respondent's failure to appear shall not result in any presumption favoring the grievant.

7. Both parties shall be entitled to:
  - a. Receive a timely hearing.
  - b. Call witnesses on their behalf. Witnesses must be members of the University community, unless the hearing board determines that non-members have direct knowledge of the matter at issue. Witnesses may be present in the hearing only when testifying. Witnesses may submit written statements to the hearing body in lieu of testifying only with the written permission of the chair of the hearing body. Expert witnesses are generally not allowed. The hearing body may limit the number of witnesses.
  - c. Submit information in support of their positions.
  - d. Be accompanied by an advisor, who must be a member of the University community. The advisor may be present throughout the hearing but has no voice in the hearing unless the chair of the hearing body grants the advisor permission to have a limited voice in the hearing.<sup>5</sup>
  - e. Question any witness who appears at the hearing.
8. The hearing body shall determine whether the allegation has been supported by a preponderance of the evidence. If the allegation is not supported by a preponderance of the evidence, the grievance shall be decided in favor of the respondent. If the allegation is supported by a preponderance of the evidence, the hearing body may impose one or more of the sanctions listed in Section D below.
9. The hearing body shall prepare a written report within five class days of the hearing. The report shall include the rationale for the hearing body's decision and notification of the right to appeal. The hearing body will send a copy of its report to both parties, who will be required to maintain the confidentiality of the document to the extent permissible by law.

**D. Sanctions and Other Actions.**

1. With respect to a registered student organization or student governing group:
  - a. Warning: An official written statement expressing disapproval of the behavior and notifying the respondent it must not recur.
  - b. Probation: An official written statement establishing a period of time for observing and evaluating a student group's conduct and indicating that

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<sup>5</sup> The chair shall normally grant permission for a student representative from the Student Rights Advocates program to have voice in the hearing.

further violations may result in more severe consequences. This probation may be accompanied by conditions.

- c. Revocation of privileges for a registered student organization or student governing group.
  - d. Revocation of registration of a student organization.
  - e. Completion of an educational program or an activity.
  - f. A formal recommendation to the organization or group to correct the action, policy, or regulation in question.
2. With respect to an employee: A formal recommendation to the appropriate administrator to address the employee's action.
  3. With respect to a University policy or regulation: A formal recommendation to the appropriate administrator to correct or revise the policy or regulation in question.
- E. Appeals.** Either party may appeal the decision of the hearing board on the basis that (i) the information presented does not support the decision reached by the hearing board, (ii) the information presented does not support the sanction imposed or recommended by the hearing board, or (iii) the procedures described above for adjudicating the case were not followed. A written appeal must be filed with the chair of the University Student Appeals Board within five class days after the hearing board's report has been sent to the parties. Any sanctions imposed will be held in abeyance while the appeal is pending.
- F. Temporary Restraining Actions.**
1. The codes of operation for student judiciaries described in Article 4 of this document shall include provisions for expedited consideration of urgent cases in which a restraining action is sought because (i) a group action allegedly threatens immediate and irreparable harm through action contrary to the constitution of any undergraduate or graduate student governing group within the judiciary's jurisdiction; or (ii) a regulation or administrative decision allegedly threatens immediate and irreparable harm through infringement of rights defined by this document.
  2. Upon receipt of such a request, the relevant hearing board shall conduct a preliminary review to determine whether a temporary restraining action is appropriate. This review should include opportunity for both the grievant and the respondent to present information, either in writing or in person at the discretion of the hearing board. The purpose of the review is to consider the nature and potential extent of irreparable harm and other alternatives to remedy the situation. The review shall not preclude, render irrelevant, or predetermine the outcome of the ultimate decision of the hearing board on the grievance in question.
  3. If the hearing board decides to take a temporary restraining action, the appropriate individual, group, or administrative unit shall be required to postpone or withdraw the action in question pending a hearing on the merits of the grievance by the appropriate hearing board.

4. The hearing board shall make every reasonable effort to meet whatever exigencies of time may exist in such a case. If necessary, the hearing board may announce its decision regarding a temporary action without a written statement of its reasons, provided that such a statement of its reasons shall be made available to the parties as soon as is reasonably possible.

## Article 6: Academic Hearing Board Structures

This Article describes the composition and jurisdiction of all academic hearing boards that hear cases involving undergraduate students. Academic hearing boards that hear cases involving graduate students are described in the *Graduate Student Rights & Responsibilities* document. Academic hearing boards that hear cases involving medical students are described in the *Medical Student Rights & Responsibilities* document. Non-academic hearing boards are described in Article 4 of this document.

### I. Composition of Hearing Boards

- A. *Pool of potential Hearing Board members.* The three hearing boards described in this Article (University Academic Grievance Hearing Board, University Academic Integrity Hearing Board, and the University Academic Appeal Board) will all draw their members from the same pool of potential hearing board members. This pool will consist of *three* faculty members from each college and *three* undergraduate students nominated from each college that offers undergraduate courses.
- B. *Composition.* The senior faculty member on the University Academic Grievance Hearing Board, the University Academic Integrity Hearing Board, and the University Academic Appeal Board shall act as the chair of that hearing board. The chair shall serve without vote, except in the event of a tie. In addition to the chair, each Board will consist of an equal number (no fewer than two) of voting undergraduate students and faculty members. All members of the board shall be drawn from the pool of potential hearing board members. Members of the pool not selected to serve on a hearing board shall serve as alternates. Board composition is specified in the relevant code of operations for each board.
- C. *Term of Office.* Pool members (faculty and students) shall be nominated no later than the middle of Spring Semester for terms of one calendar year, beginning at the start of Summer Semester and ending at the end of the following Spring Semester. Colleges can opt to appoint faculty to two-year terms. In the event that colleges are late to nominate pool members, currently serving pool members will extend their service until a replacement is nominated. The specific hearing board procedures shall include provisions for filling vacancies, including provisions for appointments on an interim basis during Summer Semester. Members can serve up to three consecutive terms, not to exceed four consecutive years.

### II. University Academic Grievance Hearing Board

- A. *Jurisdiction.* The University Academic Grievance Hearing Board shall have initial jurisdiction over student academic grievances alleging violations of student academic rights (see Article 2).

- B. *Decisions.* The University Academic Grievance Hearing Board may direct the appropriate administrator to implement whatever redress it considers appropriate to the specific case.
- C. *Appeals.* Decisions of the University Academic Grievance Hearing Board may be appealed to the University Academic Appeal Board.

### III. University Academic Integrity Hearing Board

- A. *Jurisdiction.* The University Academic Integrity Hearing Board shall have jurisdiction over academic grievances brought by a student to contest a charge of academic misconduct or the severity of the penalty grade imposed by an instructor. The University Academic Integrity Hearing Board shall also have jurisdiction over academic disciplinary hearings involving academic misconduct.
- B. *Decisions.* The University Academic Integrity Hearing Board may accept or reject the recommended sanction of the college, or may impose a lesser sanction than recommended by the college, chosen from Article 7, Section VI.
- C. *Appeals.* Decisions of the University Academic Integrity Hearing Board may be appealed to the University Academic Appeal Board.

### IV. University Academic Appeal Board

- A. *Jurisdiction.* The University Academic Appeal Board shall have appellate jurisdiction over (i) decisions by the University Academic Integrity Hearing Board, and (ii) decisions by the University Academic Grievance Hearing Board.
- B. *Decisions.* If the University Academic Appeal Board agrees to hear an appeal of an academic disciplinary or academic grievance decision, the Board may accept or reject the decision or reduce the sanction imposed by the University Academic Integrity Hearing Board or the University Academic Grievance Hearing Board.
- C. *Appeals.* All decisions of the University Academic Appeal Board may be appealed in writing to the Provost within 10 class days of the Appeal Board decision. The Provost may affirm or reverse the decision, reduce the sanction imposed, or direct that the case be reheard.

## Article 7: Adjudication of Academic Cases

The University undertakes, within the limits of its resources and the limits imposed by due respect for the professional rights of the faculty, to supply an appropriate remedy for legitimate student grievances. The limits of the University's resources proceed from factors that, while subject to its influence, are not always subject to its control.

### I. Academic Grievances

- A. For the purposes of this Article, a grievance is an allegation filed by a student against a faculty or staff member within the time periods set forth in Section III.C below.
- B. A grievance may (i) allege a violation of any of the academic rights of students under this document, (ii) challenge an academic evaluation on the grounds that the evaluation was based entirely or in part upon factors other than a good faith judgment of the student's



academic performance, including compliance with applicable professional standards, or (iii) contest a penalty grade or other disciplinary sanctions (e.g., written assignments) based on a charge of academic misconduct.<sup>6</sup>

- C. A student who has been dismissed by a college for lack of academic progress may file a grievance under this section alleging procedural violations. Students may not file a grievance challenging such a decision to dismiss on substantive grounds.
- D. Where an instructor or a committee has rendered a judgment regarding a student's academic performance, that judgment is presumed to be made in good faith and the grievant bears the burden of proving the contrary, with the exception of allegations of academic misconduct. In those cases, the instructor or committee bears the burden of proof.

## II. Academic Complaints

- A. For the purposes of this Article, a complaint is an allegation filed by a member of the University community against a student within the time periods set forth in Section III.C below.
- B. A complaint may allege academic dishonesty, violation of professional standards, or falsification of academic or admissions records ("academic misconduct").<sup>7</sup> (See also *Integrity of Scholarships and Grades* policy.)

## III. Filing a Request for an Academic Grievance Hearing

- A. If problems arise in the relationship between instructor and student, they should attempt to resolve them in informal, direct discussions. If the problem remains unresolved, they should consult the unit administrator. If the problem remains unresolved, the student may file a request for a grievance hearing. A grievance hearing will not be scheduled until a good-faith effort to resolve the issue informally has been made.
- B. To file a request for a grievance hearing, the student must submit a written, signed statement that contains the following information to the Dean of ~~Undergraduate Studies~~ Students. In cases of ambiguous jurisdiction, the appropriate hearing board will be selected by the Dean of ~~Undergraduate Studies~~ Students. Anonymous grievances will not be accepted.
  1. Student's name and PID;
  2. Student's local address, phone number, and email address;

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<sup>6</sup> Instructors and deans seeking sanctions for academic dishonesty other than, or in addition to, penalty grades must file a complaint under Section II.B of this Article.

<sup>7</sup> Allegations of falsification of records submitted for admission to the University are processed through the Office of the Provost to determine whether the individual's admission will be rescinded. The Dean of ~~Undergraduate Studies~~ Students or the Dean of Graduate Studies (as appropriate) may decide whether to rescind an applicant's admission because of falsification of admissions materials. Such a decision may be appealed to the Provost within ten calendar days of the decision. Allegations of falsification of records submitted by a current student for admission to a school, college, or program are handled through the academic disciplinary process as allegations of academic misconduct.

3. A detailed explanation of the facts underlying the grievance;
  4. The name of the instructor against whom the grievance is being filed and (where appropriate) the title and number of the course;
  5. The date the problem arose;
  6. The redress sought to rectify the grievance.
- C. Grievances must be filed not later than the middle of the semester (including summer semester) following the one in which the problem that is the basis for the grievance first occurred. The middle of the semester is calculated by the Registrar's Office and published on the Academic Calendar. Grievances that are not filed by the deadline will not be accepted. If either party to a grievance is absent from the University during that semester, or if other appropriate reasons exist, an exception to this time limit may be granted by the Dean of ~~Undergraduate Studies~~ Students. Exceptions will be granted rarely. If either party to the grievance leaves the University prior to its resolution, the grievance may proceed at the discretion of the chair of the hearing board or the Dean of ~~Undergraduate Studies~~ Students.

#### IV. Judicial Procedures

- A. The Dean of ~~Undergraduate Studies~~ Students shall establish hearing board procedures consistent with this document. A copy of these procedures shall be filed with the Office of the Ombudsperson. These hearing procedures shall be reviewed at regular intervals not to exceed five years.
- B. Members of the hearing board pool must receive training as deemed appropriate by the Dean of ~~Undergraduate Studies~~ Students *before* they can serve on any of the hearing boards described in this section. Delivery of this training shall be the responsibility of the Dean of ~~Undergraduate Studies~~ Students.
- C. The adjudication of grievances and complaints should proceed in a timely manner, as described below.
  1. Within five class days of its receipt, the Dean of ~~Undergraduate Studies~~ Students shall forward a copy of the request for a complaint/grievance hearing to the hearing board members and to the respondent.
  2. The Dean of ~~Undergraduate Studies~~ Students shall take necessary precautions to avoid any conflict of interest on the part of the hearing board's members. The Dean of ~~Undergraduate Studies~~ Students must promptly notify each party of the names of the hearing board members. Within three days of that notice, either party may submit a written challenge to the Dean of ~~Undergraduate Studies~~ Students seeking to remove any member of the hearing board for cause.<sup>8</sup> The challenge must explain the cause for removing the hearing board member.
  3. The Dean of ~~Undergraduate Studies~~ Students shall rule promptly on any challenge, replace any removed hearing board member from the pool of hearing

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<sup>8</sup> The standard to be used in ruling on challenges is whether, in light of the challenged person's knowledge of the case or personal or professional relationships with a party or witness, the challenged person would be able to fairly and impartially hear the case.

- board alternates, and promptly forward the name of the new hearing board member to the parties.
4. Within five class days of being established, the hearing board shall review the request for a complaint/grievance hearing to determine whether it meets the requirements established by this Article. If it does, the chair of the hearing board shall invite a written response from the respondent. After considering the submitted documents, the hearing board shall:
    - a. Accept the request, in whole or in part, and schedule a hearing.
    - b. Reject the request if the written complaint/grievance does not contain the information required in Section III.B above.
  5. At least five class days prior to the hearing, the Dean of ~~Undergraduate Studies~~ Students shall provide the parties with written notice of the hearing. This notice shall include:
    - a. The names of the parties;
    - b. A copy of the request for a complaint/grievance hearing and the response to it; and
    - c. The date, time, and place of the hearing.
  6. At least three class days before the hearing, the parties shall provide the Dean of ~~Undergraduate Studies~~ Students with the names of their witnesses (if any) and advisor (if any). The Dean of ~~Undergraduate Studies~~ Students shall forward this information to both parties before the hearing.
  7. Any amendment to a complaint/grievance must be filed at least five class days before the hearing.
  8. Either party may request, with good cause, that the chair of the hearing board postpone the hearing. The chair may grant or deny the request.
  9. Each party is expected to appear at the hearing and present his/her case to the hearing board. If it is not feasible for a party to appear in person, the hearing board may permit that party to present his/her case to the hearing board through other available communication channels (phone, webcam, video conference, etc.).
  10. The chair of the hearing board may permit either party to submit a written statement from a witness to the hearing board and to the opposing party if the witness is unavailable to testify at the hearing in person or by another means of communication. The statement must be submitted at least three class days before the scheduled hearing.
  11. Should the respondent fail to appear at a hearing, in person or through another communication channel, the hearing board may postpone the hearing if an acceptable excuse for the absence has been offered or hear the case in the absence of the respondent. Should the grievant/complainant fail to appear at a scheduled hearing, in person or through another communication channel, the

hearing board may postpone the hearing if an acceptable excuse for the absence has been offered, or dismiss the case.

12. The hearing board shall maintain a collegial atmosphere in hearings.
  13. Hearings are closed unless an open hearing is requested by the student. An open hearing is open to any member of the University community. The hearing board may close an open hearing to maintain order or protect the confidentiality of information.
  14. Each party may choose to be accompanied to the hearing by an advisor who must be a member of the University community. The respondent may be accompanied to the hearing by an attorney who is not a member of the University community if criminal charges related to the subject matter of the complaint/grievance are pending against the respondent at the time of the hearing. If the respondent is charged with a sex offense related to the subject matter of the grievance/complaint when the hearing occurs, the complainant may have an attorney present at the hearing as his/her advisor. The advisor/attorney may be present throughout the hearing but has no voice in the hearing unless the chair of the hearing board grants the attorney or advisor a limited voice.<sup>9</sup>
  15. Witnesses must be members of the University community, unless the hearing board determines that they have direct knowledge of the matter at issue. Witnesses may be present in the hearing only when testifying. Expert witnesses are generally not allowed. The hearing board may limit the number of witnesses.
  16. During the hearing, each party shall have an opportunity to make an opening statement, present evidence, question witnesses, ask questions of the opposing party, present a rebuttal, and present a closing statement. The chair of the hearing board may set time limits on each party's presentation.
- D.** The hearing board shall render a decision and prepare a written report of its findings and supporting rationale. The hearing body shall determine whether each allegation has been supported by a preponderance of the evidence. As part of its decision, the hearing board shall determine what, if any, redress or sanction should be implemented by the appropriate unit administrator (normally, the head of the unit in which the problem occurred). The chair of the hearing board shall forward copies of the report to the Dean of Undergraduate Studies. Students who then forwards it to the parties and the appropriate unit administrator within three class days of the hearing.
- E.** Upon receipt of the hearing board's report, the appropriate unit administrator shall implement the redress or sanction (other than recess or dismissal from the University) within five class days. All recipients of the report are expected to respect the confidentiality of the report. If an appeal is filed pursuant to Section VII below, any redress or sanctions imposed will be held in abeyance while the appeal is pending.

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<sup>9</sup> The chair shall normally grant permission for a student representative from the undergraduate student defender program to have voice in the hearing.

- F. Either party to a hearing may request reconsideration of a hearing board's recommendation within 30 days of the hearing board's decision on the basis that new evidence has arisen.
- G. At any time during the grievance/complaint hearing process, the parties may consult with the Office of the Ombudsperson.

#### V. Academic Disciplinary Hearings

- A. In cases in which a complaint is filed against an undergraduate student for academic misconduct and the student's dean has requested an academic disciplinary hearing, the complaint will be forwarded to the Dean of ~~Undergraduate Studies~~Students.
- B. Upon receiving a complaint, the Dean of ~~Undergraduate Studies~~Students shall promptly notify the student in writing that he or she has been accused of academic misconduct and that the student's dean has requested an academic disciplinary hearing. The student shall be required to meet with the Dean of ~~Undergraduate Studies~~Students to discuss the alleged academic misconduct and review the academic disciplinary hearing process. The Dean of ~~Undergraduate Studies~~Students also will inform the student of his or her right to contest the allegation before the University Academic Integrity Hearing Board as part of the academic disciplinary hearing process.
- C. The student shall have ten class days to request an academic grievance hearing to contest an allegation of academic misconduct, including a penalty grade. If the University Academic Integrity Hearing Board and any subsequent appeals determine that the student did not commit academic misconduct, the student will not face any additional sanctions based on that charge.
- D. In cases in which the student's dean has requested an academic disciplinary hearing for a complaint involving the violation of academic misconduct, the Dean of ~~Undergraduate Studies~~Students will meet with the student to review the academic disciplinary process. At that meeting, the Dean of ~~Undergraduate Studies~~Students will discuss the allegations and ask the student to select either a hearing conducted by the Dean of ~~Undergraduate Studies~~Students or by the University Academic Integrity Hearing Board. If the student chooses to have a Board hearing, the Dean of ~~Undergraduate Studies~~Students will forward the complaint to the chair of the University Academic Integrity Hearing Board. If the student requests a hearing with the Dean of ~~Undergraduate Studies~~Students, the Dean of ~~Undergraduate Studies~~Students will proceed with the hearing.
- E. A student who admits his/her academic misconduct to the Dean of ~~Undergraduate Studies~~Students -waives the right to a hearing to contest the allegation. In such a situation, the Dean of ~~Undergraduate Studies~~Students shall impose an appropriate redress or sanction for the academic misconduct. The student may appeal the appropriateness of the sanction/redress imposed to the University Academic Appeal Board.
- F. If a student fails to meet with the Dean of ~~Undergraduate Studies~~Students when so required by this Article, the academic misconduct complaint will be referred to the University Academic Integrity Hearing Board. (See also *Integrity of Scholarship and Grades Policy* and *General Student Regulation 1.00: Protection of Scholarship and Grades*.)

## VI. Sanctions for Academic Misconduct

The academic disciplinary sanctions imposed on a student should be based on a consideration of all circumstances in a particular case, including the student's prior record of academic misconduct, if any. In addition to any penalty grades assessed by the instructor, such sanctions may include one or more of the following:

- A. **Warning:** An official written statement expressing disapproval of the behavior and notifying the student that it must not recur.
- B. **Probation:** An official written statement establishing a period of time for observing and evaluating a student's conduct and indicating that further academic misconduct may result in more severe disciplinary action. This probation may be accompanied by stipulations, including, but not limited to, restitution, participation in an educational program, or the loss of specified privileges.
- C. **Restitution:** A requirement that a student pay for property damages or losses resulting from acts committed by the student, with the date by which the restitution must be completed.
- D. **Disenrollment from a course:** If a complaint is based on disruptive behavior in a specific class, the hearing body may recommend to the Provost that the student be disenrolled from that course.
- E. **Recess:** A recess is temporary removal from the University or a department, school, or college for a particular period of time, at the conclusion of which the student is eligible to apply for readmission. A recess may also be a conditional recess, in which case the student must demonstrate that he/she has fulfilled stated conditions prior to applying for readmission. Only the Dean of ~~Undergraduate Studies~~ Students may impose the sanction of recess from the University. Only the dean of the relevant college may impose the sanction of recess from a school/college.
- F. **Dismissal:** A dismissal is a removal from the University or a department/school and college. Only the Dean of ~~Undergraduate Studies~~ Students may impose the sanctions of dismissal from the University. Only the dean of the relevant college may impose the sanction of dismissal from a school/college. Dismissal does not preclude application for readmission.
- G. **Other:** The student may be required to complete an educational program or activity or comply with the reasonable conditions of a behavioral contract.<sup>10</sup>

## VII. Appeals to the University Academic Appeal Board

- A. Appeals must be filed with the Dean of ~~Undergraduate Studies~~ Students within five class days following the date of the hearing board's decision and may challenge the substance of the decision and/or the procedures employed in the adjudication. Any redress or sanctions imposed will be held in abeyance while the appeal is pending.
- B. Appeals must be in writing and signed by the party filing the appeal and must specify the basis for appeal in sufficient detail to justify further proceedings. Presentation of new

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<sup>10</sup> An academic dean may request additional sanctions only in accordance with the *Integrity of Scholarships and Grades Policy*.

evidence will normally be inappropriate at an appeal hearing, unless it constitutes new information.

- C. The Dean of ~~Undergraduate Studies~~ Students shall take necessary precautions to avoid any conflict of interest on the part of the University Academic Appeal Board's members. The Dean of ~~Undergraduate Studies~~ Students must promptly notify each party of the names of the appeal board members and provide either party with an opportunity to file a written challenge to any hearing board member for cause.
- D. The Chair of the University Academic Appeal Board shall review the appeal and forward a copy of the appeal to the other party and invite a written response. After considering the appeal and response, the Board may:
  1. Decide that it does not have jurisdiction and let the decision of the initial hearing board stand;
  2. Direct the initial hearing board to rehear the case or to reconsider or clarify its decision; or
  3. Decide that sufficient reasons exist for an appeal and schedule an appellate hearing in a timely manner.
- E. When the University Academic Appeal Board decides the case in favor of the grievant and redress is possible, it shall recommend that redress be provided. The relevant academic dean, after reviewing the decision of the appeal board, shall implement the redress.
- F. The University Academic Appeal Board shall issue findings and recommendations in a written report that includes its supporting rationale within ten class days of the appeal hearing. The Appeal Board may accept or reject the decision of the hearing board or reduce the sanction imposed by the hearing board. Copies of this report shall be provided to the Dean of ~~Undergraduate Studies~~ Students, who will forward the report to both parties and the relevant academic dean.

## Article 8: Regulations, Policies, and Rulings

The University community's expectations for student and group conduct which hold the potential for disciplinary action shall be promulgated as General Student Regulations, Student Group Regulations, Living Group Regulations, and All-University Policies as defined herein. Administrative decisions which mediate the flow of services and privileges in the operation of the University are Administrative Rulings. All regulations, policies, and rulings promulgated by the University shall be consistent with this document.

### I. General Student Regulations

- A. General Student Regulations shall be those regulations established within the University community to secure the safety of members of the University community and University facilities, maintain order, and ensure the successful operation of the institution. Such regulations shall apply to all students, regardless of class level, place of residence, or group affiliation, as well as to all governing bodies, governing groups, living groups, and registered student organizations.

- B. Any governing body, governing group, living group, or registered student organization or any individual member of the University community may propose amendments to the General Student Regulations by submitting that proposal to the UCSA. The UCSA may also propose amendments to the General Student Regulations.
- C. Proposals submitted to the UCSA may be approved or rejected. If rejected, the UCSA shall forward a written explanation to the initiator of the proposal. The explanation may include suggestions for modification of the proposal. If approved, the UCSA shall forward the proposal to the University Council.
- D. The University Council may approve or reject the proposal. If the University Council rejects the proposal, a written explanation of the rejection shall be forwarded to the UCSA. The written explanation may include suggestions for modification of the proposal. If the proposal is approved, the University Council shall forward the proposal to the President.
- E. The President may approve or reject the proposal. If the President rejects the proposal, a written explanation of the rejection shall be forwarded to the UCSA. The written explanation may include suggestions for modification of the proposal. If the proposal is approved, the amendment shall take effect upon its approval by the President.

## II. Student Group Regulations

- A. Student Group Regulations shall be those regulations established within the University community to govern the conduct of the constituent members of a governing body or a governing group and the activities of living groups and registered student organizations under a governing body or governing group's jurisdiction. Such Regulations shall apply only to the students, bodies, groups, and organizations specified by the Regulations.
- B. Any constituent member of a governing body or governing group or any living group or registered student organization under its jurisdiction may propose amendments to the Student Group Regulations by submitting that proposal to the governing body or group with the appropriate legislative authority. A governing body or governing group may also propose amendments to the General Student Regulations.
- C. Proposals submitted to the appropriate student governing body (ASMSU or COGS) may be approved or rejected. If rejected, the student governing body shall forward a written explanation to the initiator of the proposal. The explanation may include suggestions for modification of the proposal. If approved, the student governing body shall forward the proposal to the UCSA.
- D. The UCSA may approve or reject the proposal. If rejected, the University Committee on Student Affairs shall forward a written explanation to the appropriate student governing body (ASMSU or COGS). The explanation may include suggestions for modification of the proposal. If approved, the proposal shall be forwarded to the Vice President.
- E. **The Vice President may approve or reject the proposal. If the Vice President rejects the proposal, a written explanation of the rejection shall be forwarded to the UCSA. The explanation may include suggestions for modification of the proposal. If the proposal is approved, the amendment shall take effect upon its approval by the Vice President.**

## III. Living Group Regulations



- A. Living Group Regulations shall be those regulations established within the University community to govern the conduct of residents and other students who are visitors and guests while within the building or buildings defining the living group. Such Regulations shall apply to all students regardless of class level, place of residence, or group affiliation.
- B. Any constituent member of a living group may propose amendments to that group's Living Group Regulations by submitting such proposals to the living group with appropriate legislative authority. Living groups may also propose amendments to their own Living Group Regulations.
- C. Proposals submitted to the living group may be approved or rejected. If rejected, the living group shall forward a written explanation to the initiator of the proposal. The explanation may include suggestions for modification of the proposal. If approved, the living group shall forward the proposal to the appropriate student governing body.
- D. The student governing body may approve or reject the proposal. If rejected, the student governing body shall forward a written explanation to the initiator of the proposal. If approved, the student governing body shall forward the proposal to the UCSA.
- E. The UCSA may approve or reject the proposal. If rejected, the UCSA shall forward a written explanation to the appropriate student governing body. The explanation may include suggestions for modification of the proposal. If approved, the proposal shall be forwarded to the **Vice President**.
- F. The **Vice President** may approve or reject the proposal. If the **Vice President** rejects the proposal, a written explanation of the rejection shall be forwarded to the UCSA. The explanation may include suggestions for modification of the proposal. If the proposal is approved, the amendment shall take effect upon its approval by the **Vice President**.

#### **IV. All-University Policies**

- A. All-University Policies shall be policies established within the University community to define and prescribe broad areas of institutional concern. Such policies shall apply to the individuals, groups, and organizations specified by the policies.
- B. All-University Policies are established by the Board of Trustees, usually following University-wide discussion and endorsement or as the result of a recommendation by an administrative unit or committee. It is the expectation that the appropriate academic governance bodies will be provided with an opportunity to review and provide input on such Policies as part of the approval process. All-University Policies may also be initiated and enacted by the Board itself.

#### **V. Administrative Rulings**

- A. Administrative Rulings shall be those policies, procedures, and practices established to implement the functions of the University's various administrative units. Such Rulings shall apply to the individuals, groups, and organizations specified by the Rulings. The various administrative units are delegated authority, by the Board of Trustees through the President, to establish Administrative Rulings.
- B. The process by which Administrative Rulings are developed shall be consistent with the legislative and advisory duties and prerogatives of the relevant academic governance

bodies. The process shall reflect concern for student input when the substance of a ruling affects students.

- C. When a student is alleged to be noncompliant with an Administrative Ruling that may result in disciplinary action under Article 5 of this document, the relevant unit administrator shall invite the student to a meeting to allow the student an opportunity to clarify the situation.
  - 1. The administrator shall determine whether the alleged noncompliance may violate a General Student Regulation, Student Group Regulation, or Living Group Regulation, or an All-University Policy. If so, the administrator may refer the student for disciplinary action under Article 5 of this document.
  - 2. The administrator shall assess the situation and decide whether any interim or temporary non-disciplinary actions must be taken during the pendency of his/her investigation (if applicable) or to prevent similar acts from occurring. The administrator may not impose disciplinary sanctions against a student without going through the judicial process described in Article 5 of this document.
  - 3. The administrator shall notify the student, in writing, of any non-disciplinary action taken; the rationale for the action, and whether the Administrative Ruling provides any avenue of appeal of the decision. The student may challenge the Administrative Ruling itself pursuant to Article 5, Section II of this document.

## **Article 9: Independent and University-Supported Student Publications**

### **I. Definitions**

- A. Independent student publications: Publications that are prepared and distributed, at least in part, by students and that are not funded by the administrative units of the University. Independent student publications are typically publications of student living units, governing groups, registered student organizations, or student groups.
- B. University-supported student publications: Publications that receive funding from administrative units of the University.

### **II. General Guidelines**

- A. Students and student groups shall have maximum freedom to express opinions and communicate ideas by preparing and distributing independent student publications.
- B. The University shall neither authorize nor prohibit the solicitation of advertising by an independent student publication.
- C. Administrative units may provide advice and counsel, but all University-supported student publications shall be guaranteed freedom of content and editorial policy.
- D. The withdrawal of financial support as a means of censorship over those University-supported student publications which are in substance a forum for free speech is recognized to be inappropriate.
- E. A University-funded publication should identify the campus unit responsible for its preparation and distribution.

- F. Regulations governing distribution of publications shall apply equally to all publications.
- G. Each on-campus living unit shall decide what policies shall be formulated for distribution of publications within that living unit.
- H. For buildings other than organized living units, the Secretary of the Board of Trustees and the all-University student governing bodies, after consultation with the administrative, faculty, and student occupants of the building, shall determine designated places for the distribution of publications.
- I. Publications may be distributed in living units, classroom buildings, and office buildings, but only in the places established through the procedures described above. Hand-to-hand distribution is permitted in all public areas of campus buildings, subject only to building security and access rules and such limitations as are necessary to prevent interference with scheduled University activities.
- J. Publications shall be permitted outside campus buildings, subject only to such limitations as are necessary to prevent interference with the use of streets, sidewalks, and building entrances for other purposes.
- K. The offices of the Secretary of the Board of Trustees and ASMSU shall keep available for inspection an up-to-date list of places of distribution within campus buildings.
- L. Any regulations necessary to implement these guidelines shall be developed in accordance with Article 8 of this document.

## **Article 10: Office of the Ombudsperson**

I. The President shall appoint a senior faculty member, executive manager, or other qualified person with the title of University Ombudsperson. The Ombudsperson shall respect the sensitive and confidential nature of the position and the privacy of all persons soliciting assistance from the Office of the Ombudsperson, thereby protecting them against retaliation. The Ombudsperson's functions shall include the following charges:

- A. The Ombudsperson shall establish simple, orderly procedures for receiving requests, complaints, and grievances from students.
  - B. The Ombudsperson shall assist students in accomplishing the expeditious settlement of their problems and may advise a student that the student's request, complaint, or grievance lacks merit, or that the student should seek a remedy elsewhere in the University. The Ombudsperson may also assist the student in obtaining an informal settlement of the student's problem.
- II. The Ombudsperson shall have broad investigatory powers and direct and ready access to all University officials, including the President.
- III. When necessary, the Ombudsperson shall report directly to the President valid complaints for which no remedy has been found. The Ombudsperson shall also report any recommendations regarding such complaints.
- IV. The Ombudsperson shall make periodic reports to the President regarding the operation of the Office of the Ombudsperson.

## Article 11: Definitions and Acronyms

For the purposes of this document, the following definitions shall apply:

**Academic Disciplinary Case:** A case brought against a student accused of academic misconduct involving sanctions other than or in addition to a penalty grade.

**Academic Misconduct:** Instances of academic dishonesty, violations of professional standards, and falsification of academic records or records for admission to a department, school, or college. See also *General Student Regulation 1.00, Scholarship and Grades; Integrity of Scholarships and Grades Policy*.

**Administrators:** University employees who manage University budgets, direct work units, or formulate, evaluate, and/or administer University policy.

**Advisor:** A member of the student body, faculty, or staff of the University chosen by a party to assist in the preparation of a case.

**ASMSU/Associated Students of Michigan State University:** All-University undergraduate student governing body.

**Associate Provost:** Associate Provost for Undergraduate Education of Michigan State University or the Associate Provost's designee.

**Class Day:** A day on which classes are held, including the days of Final Exam Week but excluding weekends.

**Clear and Present Danger:** An immediate and significant danger to the health or safety of persons or property.

**COGS/Council of Graduate Students:** All-University graduate student governing body.

**Complainant:** A member of the University community who initiates a proceeding against a student under this document.

**Complaint:** An allegation of a violation of University regulation, ordinance, or policy filed by a member of the University community against a student.

**Dean of Graduate Studies:** Dean of Graduate Studies of Michigan State University or the Graduate Dean's designee.

~~**Dean of Undergraduate Studies:** Dean of Undergraduate Studies of Michigan State University or the Undergraduate Dean's designee.¶¶~~

**Dean of Students:** Dean of Students of Michigan State University or the Dean of Students' designee.

**Direct discussion:** Conversation in person, by phone, email, or other communication medium.

**Faculty:** All persons appointed by the University to the rank of professor, associate professor, assistant professor, or instructor, all persons appointed by the University as librarians, and all other University employees with approved titles in the academic personnel system whose duties involve instructional activities.

**Falsification of Admission or Academic Records:** Falsification of any record submitted for admission to the University or an academic unit of the University. Falsification of any record created, used, and/or maintained by the Office of the Registrar, the Office of Admissions, or academic units (e.g. colleges, departments, and schools).

**Good Cause:** Reasons including, but not limited to, circumstances outside of a party's control, such as illness, death in the family, or a class conflict.

**Graduate Student:** A student enrolled in a master's, doctoral, or educational specialist program or in a graduate non-degree program, including Lifelong Education.

**Grievance:** An allegation of rights violation, filed by a student, against a member of the University community.

**Grievant:** A student who initiates a proceeding against a member of the University community under this document.

**Hearing Body:** A hearing administrator or duly constituted judiciary as described in this document.

**Jurisdiction:** Official authority to make decisions and judgments under conditions specified herein (e.g., permissible bases for appeal, adherence to stated deadlines).

**Living Group:** A campus residence hall or residential complex, or a floor in such a residence hall or complex.

**Major Governing Groups:** The Greek Governing Boards, Student Housing Cooperative, Owen Graduate Association, RHA, and UACOR.

**New Information:** Relevant information or documents previously unavailable to a party although the party acted with due diligence to obtain such information.

**Non-Academic Disciplinary Case:** A case brought against a student accused of violating a General Student Regulation, University ordinance, or University policy.

**Office of the Provost:** The Provost of Michigan State University or the Provost's designee.

**Ombudsperson:** The University Ombudsperson, a senior faculty member, executive manager, or other qualified person who assists members of the MSU community in resolving complaints or concerns confidentially, informally, impartially, and independently.

**Penalty Grade:** A grade assigned to a student by a faculty member based on a charge of academic misconduct.

**Preponderance of the Evidence:** Evidence that is more convincing, more credible, and of greater weight.

**President:** The President of Michigan State University or the President's designee.

**Professional Standards:** Codes of expected professional conduct, sometimes referred to as honor codes.

**Provost:** The Provost of Michigan State University, the Office of the Provost, or a designee of the Provost.

**Respondent:** An individual or group against whom or which a complaint or grievance is filed.

**RHA/Residence Halls Association:** The residence halls governing body.

**Semester Start Date:** The first date in the semester on which the University opens its residence halls to student residents.

**Staff:** Employees of the University other than administrators or faculty.

**Student:** An individual is considered a student from the Semester Start Date of the first term for which the individual has enrolled until graduation, recess, dismissal, or withdrawal from the University or he/she fails to register<sup>11</sup> for more than one consecutive semester.

**UACOR/University Apartments Council of Residents.**

**UCSA/University Committee on Student Affairs.**

**Undergraduate:** A student enrolled in a program leading to a bachelor's degree or in an undergraduate non-degree program, including Lifelong Education.

**University Community:** All University students, Trustees, administrators, faculty, and staff.

**Voice (limited voice):** Authority to speak (authority to speak if and when granted by a hearing-body).

**Vice President: Vice President for Student Affairs and Services of Michigan State University or the Vice President's designee.**

**Written/in writing:** In paper or electronic form.

## Article 12: Procedures for Amending and Revising This Document

This document may be amended and revised according to the following procedures.

**I.** The University Committee on Student Affairs shall review this document at least once every five years.

**II.** Any member of the University community and any constituent body of the University may propose amendments to this document by forwarding them to the University Committee on Student Affairs.

**III.** The University Committee on Student Affairs shall review any such proposals. It may approve, reject, or amend the proposal.

**IV.** If the University Committee on Student Affairs approves the proposal, it shall forward the proposal to ASMSU and COGS. ASMSU and COGS shall review the proposal. Each may approve or reject it.

**V.** If either ASMSU or COGS rejects the proposal, it shall submit a written explanation of the rejection to the University Committee on Student Affairs. This explanation may include suggestions for alteration of the proposal.

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<sup>11</sup> A student is considered to have failed to register for a semester after the drop/add period has ended (typically during the second week of classes).

**VI.** If ASMSU and COGS both approve the proposal, it shall be returned to the Chairperson of the University Committee on Student Affairs for presentation to the University Council.

**VII.** The University Council shall review the proposal and either approve or reject it in accordance with the Bylaws for Academic Governance. If it rejects the proposal, the University Council shall return the proposal to the University Committee on Student Affairs, ASMSU, and COGS, along with a written explanation for the rejection. This explanation may include suggestions for alteration of the proposal. If it approves the proposal, the University Council shall forward the proposal to the President who shall submit it to the Board of Trustees for action.

**VIII.** The Board of Trustees shall review the proposal. If the Board rejects the proposal, the Board shall return the proposal to University Council with an explanation. If the Board approves the proposal, the amendment shall take immediate effect, unless the Board specifies another effective date.

**IX.** The University community shall be promptly informed of all action taken on proposed amendments to this document.

## **History of Approval**

### **ORIGINAL DOCUMENT**

Academic Council – January 10, 1967  
Academic Senate – February 28, 1967  
Board of Trustees – March 16, 1967

### **AMENDMENTS**

Board of Trustees – June 18, 1971  
Board of Trustees – July 1, 1971  
Board of Trustees – June 24, 1977  
Board of Trustees – June 24, 1983

### **COMPLETE REVISIONS**

UCSA – February 28, 1983  
ASMSU Student Board – March 8, 1983  
UCSA – March 10, 1983  
Elected Student Council – April 12, 1983  
Academic Council – January 17, 1984  
Board of Trustees – July 27, 1984  
UCSA – December 4, 2009  
ASMSU Academic Assembly – December 8, 2009  
COGS – December 9, 2009  
Academic Council – January 26, 2010  
Board of Trustees – February 12, 2010  
UCSA – February 7, 2014  
ASMSU – February 20, 2014  
COGS – March 12, 2014  
University Council – April 22, 2014

Board of Trustees – June 20, 2014  
ASMSU – December 7, 2017  
COGS – December 6, 2017  
University Council – January 23, 2018  
Board of Trustees – February 16, 2018 ~~108~~



**MICHIGAN STATE  
UNIVERSITY**

September 6, 2019



**MEMORANDUM**

**To:** Committee on Academic Affairs  
**From:** June Pierce Youatt, Provost and Executive Vice President for Academic Affairs  
**Subject:** Italy Education Abroad Registration

**RECOMMENDATION**

The Trustee Committee on Academic Affairs recommends that Michigan State University register its academic programs in Italy under the "Barile Law."

**RESOLUTION**

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby authorizes the Administration to register Michigan State University's academic programs in Italy; and

BE IT FURTHER RESOLVED, that the Board of Trustees hereby authorizes the Administration to appoint a legal representative of the University for Italy with power of attorney to act on behalf of the University, to enumerate powers for the legal representative and power of attorney, and to remove and replace the legal representative and modify or revoke the power of attorney.

**BACKGROUND**

Italian Law No. 4 of 1999 ("Barile Law") and its implementing regulations require foreign academic institutions operating study abroad programs to register with the competent Italian ministries in order to undertake their operations in Italy. This registration requirement includes institutions that do not have a dedicated study center in Italy but send students and faculty on a recurring basis and awards academic credit to such students.

This action is intended to pursue the University's academic programs in Italy. The University will identify its academic program sites and local partner institutions in Italy and provide a list to the Italian Ministry of the University. It is understood that the courses that will be given at or through such programs are fully part of the home institution academic programs and that they will be granted to students duly enrolled with the home institution only.

Registration with the Italian Ministry allows the University to be recognized as a non-profit foreign academic institution in Italy. The only annual obligation will be to send the Italian



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Ministry information related to University's study abroad programs in Italy for the prior academic year. The University will not be subject to taxes so long as it does not employ local personnel or collect tuition fees on Italian soil from local students not enrolled at Michigan State University.

Registration with the Italian Ministry requires the University to appoint a local representative with power of attorney. This resolution authorizes the Administration to appoint a local representative with power of attorney and to enumerate, modify, or revoke powers for such representative.

cc: Board of Trustees, S. Stanley, S. Udpa, K. Wilbur, N. Barr, B. Quinn, M. Zeig, S. Hanson

**MICHIGAN STATE  
UNIVERSITY**

September 6, 2019

**MEMORANDUM**



**To:** Committee on Academic Affairs  
**From:** June Pierce Youatt  
Executive Vice President and Provost  
**Subject:** Revisions to Policy 03-17-09 (Dismissal of Tenured Faculty)

**RECOMMENDATION**

The Trustee Committee on Academic Affairs recommends that the Board of Trustees approve revisions to Policy 03-17-09 (Dismissal of Tenured Faculty).

**RESOLUTION**

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves revisions to Policy 03-17-09 (Dismissal of Tenured Faculty), as shown in Attachment A.

**BACKGROUND**

During the summer of 2018, the Board of Trustees made significant alterations to Policy 03-17-09 (Dismissal of Tenured Faculty) without faculty input. The Faculty Senate and University Council voiced concerns to the Board of Trustees in Fall of 2018 regarding the changes.

The faculty is concerned that the changes to the Policy were made without meaningful faculty consultation and are not an exemplar of shared governance; the determination to withhold pay from a faculty member should not be made at the sole discretion of the President without consultation with others; and the changes might unduly encourage faculty at risk of dismissal to retire without the opportunity for due process. In addition, a review of other policies across the Big Ten revealed that the changed policy resulted in MSU being the sole outlier in allowing unpaid suspension without specific criteria having to be met.

In response to the Board of Trustee's changes, a working group of members from the University Committee on Faculty Affairs and the University Committee on Faculty Tenure initiated the proposed changes to the Policy shown in Attachment A. These changes have been fully endorsed through faculty governance. The faculty acknowledged that there can be situations where the University needs to



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move swiftly to address issues that cannot be addressed in a timely manner. As such, the faculty recommend the following changes to the Policy:

1. A standard of "egregious conduct" for denial of pay decisions made during the Dismissal for Cause proceedings, and a broad definition of such.
2. A process for creation of a three-person review panel and the procedures whereby the panel makes the decision as to whether or not the individual should be relieved of duties without pay.
3. A process by which the President makes a recommendation to the review panel as to whether or not the individual at risk of dismissal for cause should be relieved of duties without pay.

Upon a careful review of the policy, the revisions were initiated by the University Committee on Faculty Affairs and the University Committee on Faculty Tenure and approved by the Faculty Senate at its meeting on April 16, 2019.

cc: Board of Trustees, S. Stanley, K. Wilbur, N. Barr, B. Quinn, M. Zeig, G. Hoppenstand, T. Curry

## **DISCIPLINE AND DISMISSAL OF TENURED FACULTY FOR CAUSE 03-17-09**

### **Preamble**

The University's commitment "to promote the welfare of mankind through teaching, research, and public service" is furthered by the intellectual integrity and professional honesty of faculty members mindful of their rights and responsibilities. Essential to sustaining an environment of mutual trust and respect is the need for impartial investigation of alleged violations of policies related to faculty conduct; due process; and, when necessary, disciplinary action up to and including dismissal for cause. Discipline, dismissal, or the threat of either action, may not be used to restrain faculty members in their exercise of academic freedom.

### **I. CONFIDENTIALITY**

All proceedings and records with regard to disciplinary action or dismissal for cause proceedings shall be kept confidential to the degree permitted by the law. The Board of Trustees will decide on a case by case basis whether action taken by the Board pursuant to the dismissal portion of this Policy will identify the affected faculty member by name.

### **II. MAILING OF NOTICES UNDER THIS POLICY**

In matters involving minor discipline, notices required by this Policy will be sent to the faculty member by email to the faculty member's msu.edu account, with a courtesy copy sent to the faculty member by first class mail to the address of record. Faculty member are responsible to regularly review the msu.edu email account for departmental and other University communications.

In matters involving serious discipline or dismissal, the faculty member shall be sent the notices required by this Policy by certified mail to his/her address of record filed with the University. However, if delivery by certified mail is not possible or if the faculty member refuses or waives delivery of certified mail, mailing notices to the faculty member at his/her address of record by first class mail will be considered sufficient. An email will also be sent to the faculty member's University email address notifying him/her of the fact that a notice required by this Policy has been sent by one of the methods described above.

### **III. PARTICIPATION OF ADVISORS, OBSERVERS, OR COUNSEL**

Faculty members are entitled to bring an advisor or observer to any meeting regarding disciplinary action referenced in this policy. The advisor or observer must be a member of the University community (faculty, staff, or administrator), including *emeriti*. The advisor or observer may be present during the meeting, but will have no voice or formal role in the meeting. Unless otherwise specified in this Policy, faculty members are entitled to bring an advisor of their choice, including legal counsel, to any meeting or hearing conducted during dismissal for cause proceedings. During those proceedings, the advisor has voice and is granted full participation.

#### IV. GROUNDS FOR DISCIPLINE AND DISMISSAL<sup>1</sup>

A faculty member<sup>2</sup> may be disciplined, or dismissed, for cause on grounds including but not limited to (1) intellectual dishonesty; (2) acts of discrimination, including harassment, prohibited by law or University policy; (3) acts of moral turpitude substantially related to the fitness of faculty members to engage in teaching, research, service/outreach and/or administration; (4) theft or misuse of University property; (5) incompetence;<sup>3</sup> (6) refusal to perform reasonable assigned duties; (7) use of professional authority to exploit others; (8) violation of University policy substantially related to performance of faculty responsibilities; and (9) violation of law(s) substantially related to the fitness of faculty members to engage in teaching, research, service/outreach, and/or administration.<sup>4</sup>

#### V. TYPES OF DISCIPLINE

Disciplinary action is normally iterative and falls into two general categories: minor discipline and serious discipline. *Minor discipline* includes but is not limited to: verbal reprimand, written reprimand, mandatory training, foregoing salary increase, reassignment of duties, restitution, monitoring of behavior and performance, and/or reassignment of duties. *Serious discipline* includes suspension with or without pay or temporary or permanent reduction in appointment. A full suspension without pay may not exceed six months. In egregious cases of wrongdoing, or where attempts at discipline have not successfully remedied performance concerns, a faculty member may be *Dismissed* for cause.

In matters where the Dean<sup>5</sup> and the Office of the Associate Provost<sup>6</sup> concur that a faculty member's continued performance of faculty duties poses a significant risk of harm to persons or property, the faculty member may be relieved of duties and suspended with pay during the pendency of the review panel process.

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<sup>1</sup> Limitations of this Policy: (1) A faculty member who fails to return to the University within a reasonable time after a term break, sabbatical, or other leave of absence shall forfeit rights to further employment and shall be considered to have resigned; in such cases, the faculty Leaves of Absence policy shall be followed. (2) A tenure-system faculty member's material misrepresentation made to the University in obtaining employment shall be addressed by the Policy and Procedure for Rescission.

<sup>2</sup> This Policy also applies to the discipline and dismissal of untenured faculty appointed in the tenure system prior to the expiration of the term of appointment.

<sup>3</sup> The term "incompetence" refers to professional incompetence, as defined in the "Interpretation of the Term Incompetence" by the University Committee on Faculty Tenure.

<sup>4</sup> This would include violations of criminal or civil (e.g., anti-harassment or discrimination) laws that have a nexus with the faculty member's professional responsibilities.

<sup>5</sup> For purposes of this Policy, "Dean" refers to separately reporting Directors as well.

<sup>6</sup> For purposes of this Policy, "Associate Provost" refers to the Associate Provost and Associate Vice President for Academic Human Resources.

In all faculty discipline, the University bears the burden of proof that adequate cause exists; it will be satisfied only by clear and convincing evidence unless a different standard is required by law.<sup>7</sup> The faculty member's record should be considered as a whole when contemplating imposition of disciplinary action.

In cases of both minor and serious discipline (1) faculty members retain the right to grieve disciplinary actions that have been implemented under the regular terms of the Faculty Grievance Procedure; and (2) the faculty member may submit a letter of exception to the imposition of discipline, disputing the grounds for the unit administrator's decision, to be included in the faculty member's personnel file.

## **VI. PROCESS TO INITIATE MINOR OR SERIOUS DISCIPLINE**

### **A. MINOR DISCIPLINE**

Where the unit administrator seeks to impose minor disciplinary action, the unit administrator shall first meet with the faculty member to discuss the administrator's concern and the potential for discipline. The administrator will notify the faculty member during that meeting of the right and opportunity to request a consultation with the department/school faculty advisory committee, its chair, or the chair of the University Committee on Faculty Affairs (UCFA) personnel subcommittee<sup>8</sup> before the administrator proceeds with any disciplinary action. The purpose of such informal consultation is to reconcile disputes early and informally, when that is appropriate, by clarifying the issues involved, resolving misunderstandings, considering alternatives, and noting applicable bylaws.

The unit administrator and faculty member, if requested by the faculty member, will consult with the department/school faculty advisory committee, its chair, or with the chair of the UCFA personnel subcommittee promptly to discuss the administrator's concern and the potential for discipline.

Should the unit administrator still wish to proceed with disciplinary action after that consultation, the administrator must consult with the Dean and the Office of the Associate Provost to discuss the proposed disciplinary action. If the proposed discipline is authorized by those offices, the unit administrator shall provide the faculty member with written notice of the cause for disciplinary action in sufficient detail for the faculty member to address the specifics of the charges, and an opportunity to respond in writing within seven (7) days<sup>9</sup> of receipt of the unit administrator's written notice, prior to the imposition of any disciplinary action. The written response, if any, will be provided to the Dean and the Office of the Associate Provost for further comment.

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<sup>7</sup> "Clear and convincing" means the standard of proof that is beyond a mere preponderance (i.e., more probable than not) but below that of "beyond a reasonable doubt." The "clear and convincing" standard would be met when those making the determination have a firm belief that the facts in issue have been established.

<sup>8</sup> If the chair is not tenured, the chair may request that a tenured member of the personnel subcommittee fill this role.

<sup>9</sup> Unless otherwise noted, references to "days" in this Policy refer to calendar days.

The unit administrator, after considering the written response and further comments, if any, shall make a decision regarding the disciplinary action and notify the faculty member in writing. The discipline will then take effect.

## **B. SERIOUS DISCIPLINE**

Where the unit administrator seeks to impose serious disciplinary action, the unit administrator shall first meet with the faculty member to discuss the administrator's concern and the potential for discipline. Because early and informal resolution of serious disciplinary issues is in the interest of the University, the unit, and the faculty member, the unit administrator and faculty member are encouraged to meet with the chair of the UCFA<sup>10</sup> to discuss the matter.

If that meeting does not resolve the issue, the unit administrator shall consult with the Dean and the Office of the Associate Provost to discuss the proposed disciplinary action. If the proposed discipline is authorized by those offices, the unit administrator shall provide the faculty member with written notice of the proposed disciplinary action in sufficient detail for the faculty member to address the specifics of the charges.

The faculty member shall have seven (7) days after receiving the notice of proposed disciplinary action to (1) file a written statement with the unit administrator regarding the proposed discipline,<sup>11</sup> or (2) request a meeting with a disciplinary review panel of the UCFA. A request to meet with the review panel should be made to the unit administrator, who will forward it promptly to the Chair of the UCFA. If the faculty member does not submit a written response or request a meeting with the disciplinary review panel within the seven-day period, the discipline will take effect.

### **1. Review Panel Selection and Composition**

The Chair of the UCFA, in consultation with the Office of the Provost, shall annually establish a three-person review panel made up of current members of the UCFA to meet with unit administrators and faculty members regarding potential serious disciplinary action. The members of the review panel will serve until their replacements are selected the following academic year. A list of three alternates will also be maintained in the event that a panel member is unavailable. The Office of the Provost will arrange training about academic personnel actions and policies for the review panel and alternates.

### **2. Meeting with the Review Panel**

Upon receipt of a request to meet, the Chair of the UCFA will schedule a meeting with the unit

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<sup>10</sup> If the chair is not tenured, a tenured member of UCFA may fill this role at the request of the chair, the unit administrator, or the faculty member.

<sup>11</sup> The unit administrator shall consider the written statement of the faculty member and confer with the Dean and the Office of the Associate Provost, after providing copies of the faculty member's statement to both, before proceeding with disciplinary action.



administrator, faculty member, and disciplinary review panel. That meeting will take place no later than the second regularly scheduled meeting after the request is received, but not to exceed 21 days during those periods when the UCFA is not regularly meeting. Except in unusual circumstances, meetings of the disciplinary review panel will take place before, during, or after the regularly scheduled meeting time of the UCFA and both the unit administrator and the faculty member will be expected to adjust their schedules to attend the meeting. If either party cannot personally attend for good cause, as determined by the Chair of UCFA, that individual may participate through alternate communication methods (e.g., telephone, video conference) or send a representative to the meeting.

No member of the review panel shall participate in a meeting involving a faculty member from the same college in which the panel member is appointed. The faculty member may also request that any member of the panel recuse himself/herself if a conflict of interest exists. If the panel member refuses to recuse himself/herself, the Chair of the UCFA will determine whether, in light of the challenged person's knowledge of the case or personal or professional relationships with a party, the challenged person would be able to participate fairly and impartially in the meeting and make a fair and impartial recommendation.

### **3. Recommendation of the Review Panel**

Following its meeting, the review panel will provide its recommendation to the unit administrator, with a copy to the faculty member, within seven (7) days about whether the proposed serious discipline should be imposed, lesser discipline should be substituted, or no discipline should be imposed. The recommendation is not binding on the unit administrator but shall be given all due consideration. If the unit administrator does not take the advice of the review panel, he/she will provide a detailed reply to its recommendation for consideration and possible amendment by the panel within seven (7) days, copying the faculty member. If the panel decides to amend its original recommendation, it must do so within seven (7) days, copying the faculty member. This documentation will form a part of the permanent record of the discipline process.

### **4. Imposition of Disciplinary Action**

After receiving the response (and amendment, if any), the unit administrator shall make a decision regarding the disciplinary action and notify the faculty member in writing. If the review panel recommended against imposition of serious discipline, or recommended lesser discipline, the unit administrator must meet with the Dean and the Office of the Associate Provost before proceeding with disciplinary action.

## **VII. DISMISSAL FOR CAUSE PROCESS**

### **A. INFORMAL RESOLUTION/PRELIMINARY CONFERENCE STAGE**

#### **1. Dismissal for Cause Review Officer's Recommendation**

A Dean ("charging party") proposing to initiate dismissal for cause proceedings against a faculty

member must file a written request with the Provost that provides the reasons for considering dismissal in sufficient detail for the faculty member to address the specifics of the charges, if necessary, and includes copies of all relevant documentation, including copies of any past disciplinary action or warnings to the faculty member that his/her conduct might lead to dismissal.

Upon receipt of such a request, the Provost shall notify the faculty member of the request and ask the Dismissal for Cause Review Officer (see Appendix III) to review the matter and to provide a confidential report and recommendation to the Provost as to whether dismissal for cause proceedings should be initiated.

The review process is intended to provide an opportunity for informal resolution of the matter. Accordingly, meetings between the faculty member and the Review Officer and between the faculty member and the Provost during the review process are informal, confidential, and will proceed without counsel present.<sup>12</sup> At any stage during the review process, the faculty member may elect to forgo meeting or talking with the Review Officer or the Provost.

The Review Officer shall review the reasons for considering dismissal and the evidence in support of dismissal with the charging party. The Review Officer shall also talk with the charging party, faculty member, and the faculty member's department chair or school director, prior to making a recommendation to the Provost.

In reaching his/her recommendation, the Review Officer should consider what steps have been taken to achieve informal resolution of the matter; whether, in cases involving a pattern of conduct, the faculty member had any warning that the conduct might lead to dismissal; and whether any measures might be taken to resolve the matter short of instituting dismissal for cause proceedings. The Review Officer's report and recommendation should be forwarded to the Provost within thirty (30) days of the Review Officer's selection by the President, unless an extension of time is approved by the Provost.

## **2. Determination by the Provost**

The Provost shall review the report and recommendation of the Review Officer and determine whether the matter is of sufficient seriousness to warrant the initiation of dismissal for cause proceedings.<sup>13</sup> In reaching his/her decision, the Provost may discuss the matter with the Review Officer, charging party, and/or faculty member. The confidential report and recommendation of the Review Officer is advisory to the Provost<sup>14</sup> and shall not be available to either party or become part of the record if dismissal for cause proceedings are instituted.

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<sup>12</sup> The faculty member retains the right to have an observer present.

<sup>13</sup> The decision of the Provost as to whether the matter is serious enough to warrant initiation of dismissal for cause proceedings is not a determination regarding the merits of the charges against the faculty member and shall not be viewed as the Provost's agreement or disagreement with the charges against the faculty member.

<sup>14</sup> The Provost shall not comment on any information contained in the confidential report of the Review Officer at any stage of the dismissal for cause proceedings unless that information is also contained in the record of those proceedings. The report will be kept confidential to the maximum extent permitted by law.

### 3. Conference with the Faculty Member

If the Provost determines that dismissal for cause proceedings are warranted, he/she shall notify the faculty member and the charging party (the “parties”) of that decision in writing, providing a copy of all documentation provided by the dean to the Review Officer, and offer the faculty member an opportunity for a personal meeting. No formal charges shall be filed until 30 days after this notification; a further extension of time may be approved by the Provost. The matter may be resolved informally during this time, including by the faculty member’s resignation. If the faculty member is not available for a personal meeting during the 30-day period, the Provost may communicate with the faculty member electronically or by correspondence that provides the faculty member with a reasonable opportunity to confer informally with the Provost.

#### B. INITIATION OF FORMAL PROCEEDINGS

If the Provost determines that the matter is serious enough to warrant initiation of dismissal for cause proceedings, the Provost shall provide written notice of that determination to the President.

~~A three-person, randomly selected, review panel made up of Dismissal for Cause Review Officers (see Appendix III) shall then decide, in consultation with the President, whether the faculty member’s conduct is egregious.<sup>15</sup> If the review panel unanimously decides that the conduct is egregious, the faculty member will be relieved from all duties during the dismissal for cause proceedings without pay.<sup>16</sup> If the review panel does not unanimously decide that the conduct is egregious, the unit administrator, in consultation with the Dean, shall decide whether the faculty should be relieved from some or all of his/her duties (with pay) during the dismissal for cause proceedings. The parties should receive notice of the review panel’s and unit administrator’s decisions, along with a recommendation as to whether the faculty member should be relieved from some or all of his/her duties during the dismissal for cause proceedings. The parties should receive a copy of this notice. If the President decides to relieve the faculty member from all of his/her duties, the faculty member shall be placed on a leave of absence (with or without pay at the discretion of the President) during the pendency of the dismissal for cause proceedings.<sup>17</sup>~~

Following written notification by the Provost to the President, and the above determinations, the

<sup>15</sup> Egregious conduct includes, but is not limited to (1) causing or attempting to cause substantial damage to the University’s physical or intellectual property; (2) committing or attempting to commit violence against University community members; or (3) violating or attempting to violate fiscal norms (i.e., fraud or theft) or scholarly norms (i.e., falsification or fabrication of research).

<sup>16</sup> If the Hearing Committee determines there is no cause for dismissal, the faculty member shall receive back pay for the period of time during which the faculty member was on an unpaid leave of absence.

<sup>17</sup> If the Hearing Committee determines there is no cause for dismissal, the faculty member shall receive back pay for the period of time during which the faculty member was on an unpaid leave of absence.

charging party may initiate dismissal for cause proceedings against a faculty member by filing written charges with the President and Chair of the University Committee on Faculty Tenure (UCFT). The charges must contain: (1) the allegations; (2) the names of the witnesses, insofar as then known, who will testify in support of the allegations; and (3) the nature of the testimony likely to be presented by each of these witnesses. The Chair of the UCFT shall promptly send a copy of the written charges to the faculty member.

If the review panel has unanimously determined that the faculty member's conduct is egregious, as outlined above, a faculty member may not obtain official retiree status from the University during the pendency of the dismissal for cause proceedings after Onee written charges have been filed with the President and Chair of UCFT.<sup>18</sup> ~~a faculty member may not obtain official retiree status from the University during the pendency of the dismissal for cause proceedings.~~ A faculty member who is dismissed for cause at the conclusion of the dismissal for cause process is not eligible for official retiree status.<sup>49</sup>

~~The Chair of the UCFT shall promptly send a copy of the written charges to the faculty member~~

### **1. Meetings between the Presiding Officer and the Parties**

As soon as practicable following the filing of formal charges, the Chair of the UCFT shall meet with the parties. The purposes of such meetings include:

- a. Challenges to any members of the Hearing Committee for conflict of interest (see Appendix I).
- b. Exchange of documents and witness lists between the parties.
- c. Stipulations by the parties on any relevant matters of fact. Any stipulation shall be reduced to writing and signed by both parties and the Presiding Officer.
- d. Rulings by the Presiding Officer on any proposed revisions to the charges that might be offered or requested.

The Chair of the UCFT may ask legal counsel to attend these meetings. The Chair of the UCFT shall arrange that recordings of these meetings are made and included in the complete case record. These meetings will take place during regularly scheduled meeting times for the UCFT and the relevant administrator and faculty member will be expected to adjust their schedules to attend.

### **2. The Hearing**

- a. Service on the Hearing Committee shall be a high priority University responsibility for

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<sup>18</sup> The term "official retiree status" refers to the minimum retirement requirements as listed in the Retiring from the University Policy and the applicable university contribution to retiree health care and dental coverage as listed in the Retiree Benefits Policy, and does not include a faculty member's 403(b) Base Retirement Program account balance.

<sup>49</sup> ~~The term "official retiree status" refers to the minimum retirement requirements as listed in the Retiring from the University Policy and the applicable university contribution to retiree health care and dental coverage as listed in the Retiree Benefits Policy, and does not include a faculty member's 403(b) Base Retirement Program account balance.~~

the duration of the hearing. Accordingly, administrators of units shall take all reasonable measures to reduce the Hearing Committee members' other responsibilities. Unit administrators are encouraged to provide additional support (such as graders and graduate assistants) to Hearing Committee members for the duration of their service.

- b. The Secretary for Academic Governance shall make available to the Chair of the Hearing Committee any necessary secretarial and clerical assistance.
- c. Legal counsel to the Hearing Committee shall arrange for a full stenographic record to be made of the hearing. If any party requests additional copies of the record or an expedited copy of the record, the additional costs of that request shall be paid by the requesting party.
- d. The Chair of the Hearing Committee shall request the presence of any witness or the delivery of any University document germane to the hearing. University administrators are expected to cooperate with such requests.
- e. The Chair of the Hearing Committee shall schedule the hearing within a reasonable time (usually not to exceed 21 days) after the faculty member is provided notice of the charges against him/her, due consideration being given to the faculty member's opportunity for the preparation of a defense.
- f. The hearing shall be closed, except that the Hearing Committee may consider a request from the faculty member to open the hearing. If such a request is made, the Hearing Committee shall hear the views of both parties on the question and shall determine whether the hearing sessions are to be open or closed. Regardless of the faculty member's request, the Chair of the Hearing Committee may, in the interest of orderly and equitable proceedings, rule that a given session or portion of a session be closed. Sessions or portions of sessions that will involve student testimony or testimony that includes personally identifiable student information must be closed. Sessions that will involve non-student witness testimony may also be closed at the discretion of the Chair of the Hearing Committee.
- g. The Chair of the Hearing Committee shall conduct the hearing in accordance with the procedures stipulated in Appendix II.
- h. The charging party or his/her representative shall be present at all sessions of the Hearing Committee at which evidence is presented or arguments are heard, and may (1) present evidence, (2) call, examine, and cross-examine witnesses, and (3) examine all documentary evidence received by the Hearing Committee. The charging party's advisor or legal counsel (if any) may also be present at the request of the charging party.
- i. The faculty member and/or his/her representative may be present at all sessions of the Hearing Committee at which evidence is presented or arguments are heard, and may (1) present evidence, (2) call, examine, and cross-examine witnesses, and (3) examine all documentary evidence received by the Hearing Committee. The faculty member's

advisor or legal counsel (if any) may also be present at the request of the faculty member. If the faculty member cannot be present at a hearing session due to circumstances beyond the faculty member's control, the Chair may grant permission for the faculty member to participate through alternate communication methods, reschedule the hearing session, or choose to conduct the hearing session in the absence of the faculty member.

- j. If the faculty member chooses not to be present, the Chair shall conduct the hearing sessions in the absence of the faculty member.
- k. The Provost (or his/her designee) shall be available to the Hearing Committee to provide guidance on policy or procedural questions. In the event that a policy or procedural question is at issue in the dismissal for cause proceedings, the Provost may choose to file a position statement with the Hearing Committee regarding the policy or procedural issue. In those cases, the Provost (or his/her designee) will not serve in an advisory capacity to the Hearing Committee regarding policy or procedural questions.
- l. Except as provided below, only those members of the Hearing Committee who have been present at all sessions in which evidence has been presented or arguments have been heard shall have the right to vote. An exception to this attendance requirement shall be made by the Chair of the Hearing Committee for a member who has missed, for good cause, no more than one session and who has informed the Chair in writing that he/she has read the official transcript of that session. This attendance requirement may also be waived by unanimous consent of both parties.
- m. Within a reasonable time following final arguments (usually not to exceed 14 days), the members of the Hearing Committee will vote to determine whether cause has been established. If they determine that cause has been established, they shall recommend either dismissal or other disciplinary action(s). If a majority of the Hearing Committee determines that cause has not been established, the matter is closed.

### **3. Processing the Record and Rendering Judgment**

- a. Hearing Committee Report.
  - 1. Within 30 days following the final arguments, the Hearing Committee shall submit its written report to the parties. If additional time is needed, the Chair of the Hearing Committee shall request an extension of time from the Chair of the UCFT.
  - 2. The Hearing Committee report must include an explanation of its determination as to whether cause has been established. If the Hearing Committee determines that cause has been established, the report must also include an explanation of its recommendation for either dismissal or some other disciplinary action(s). A report which recommends dismissal for cause or other discipline must state that at least one of the charges made against the faculty member has been proven by clear and convincing evidence.

3. Subject to subsection 4 below, all members of the Hearing Committee shall sign the report attesting that they have read it and that it constitutes the findings and recommendations of a majority of the Hearing Committee.
4. Any member(s) of the Hearing Committee may file and sign a minority report, which shall become part of the Hearing Committee report.

b. Appeals.

1. Grounds for appeal are limited to whether the Hearing Committee committed a prejudicial violation of the required procedures (see Appendix II) during the hearing process.
2. Either party may appeal the decision of the Hearing Committee to the then-current members of the UCFT, excluding the Presiding Officer and any members of the UCFT who served on the Hearing Committee. The remaining UCFT members shall constitute an appellate body (“the Appeal Panel”) and shall select a Chair by majority vote.
3. A party wishing to appeal (“appellant”) must submit a written appeal to the Chair of UCFT within 15 days after the date that the Hearing Committee report was mailed. The Chair of UCFT will transmit the appeal and a copy of the Hearing Committee report to the Appeal Panel and the appellee.<sup>20</sup>
4. The appeal must be in writing and must specify the claimed procedural violation(s) on which the appeal is based.
5. The appellee may submit a written response to the appeal. The response must be sent to the Chair of the UCFT and the appellant no later than 15 days after the date the appeal was mailed to the appellee.
6. The Appeal Panel will convene to decide the appeal. The Appeal Panel will usually decide the appeal based on the written materials presented and in the absence of the parties. If necessary, the Appeal Panel may request that both parties present oral argument and/or respond to questions regarding the appeal. The Appeal Panel may impose reasonable limits on the time allotted for oral arguments.
7. The Appeal Panel shall render a decision on the appeal within ten days of receiving all arguments. A decision will be made by a simple majority vote. In rendering a decision, the Appeal Panel may not amend the findings or the recommendations of the Hearing Committee. The Appeal Panel may reach one of the following determinations:
  - i. No violation found. The Hearing Committee did not commit a prejudicial violation of the required procedures during the hearing process.

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<sup>20</sup> The “appellee” is the party to the original dispute who did not file the appeal.

- ii. Harmless Error. Although a violation of the procedures occurred, it did not materially harm the appellant's ability to present his/her case fully.
  - iii. Rehearing. The Hearing Committee committed a prejudicial violation of the procedures during the hearing process which can and should be corrected by the original Hearing Committee.
  - iv. Rehearing/New Hearing Committee. The Hearing Committee committed a prejudicial violation of the procedures during the hearing process which has tainted the hearing to an extent that correction by the original Hearing Committee is impossible. A new Hearing Committee must be established to rehear the case.
- c. Final Hearing Committee Report.
- 1. After appeals and rehearings, if any, are concluded, the Hearing Committee's report shall be considered final and shall be sent to the President, the Provost, and the parties.
  - 2. A copy of the complete transcript of the hearing shall be sent to the faculty member.
  - 3. The Chair of the Hearing Committee shall file the complete record of the case with the Office of the Provost. The complete record shall contain: (i) the final Hearing Committee report, (ii) any Appeal Panel decision, (iii) meeting minutes, (iv) the record required by part 11 of Appendix I, and (v) the transcript of the hearing. The complete record shall be held for review in the Provost's Office and shall be available to the President, the Provost, the Board of Trustees, and the parties, for their review, in a place designated by the Provost.
  - 4. If the Hearing Committee finds cause, the Provost and the parties may, within 15 days of the date of the mailing of the Hearing Committee's report, review the record and file written comments with the Chair of the Hearing Committee and the President.<sup>21</sup>
- d. The President, within 15 days of the date of receipt, unless an extension of time has been granted by the Chair of the Hearing Committee, will review the Hearing Committee's report and provide his/her preliminary response in writing, accompanied by supporting rationale, to the Chair of the Hearing Committee, the Provost, and the parties.
- e. The Provost, the parties, and the Hearing Committee, through its Chair, may, within 15 days of the date that the President's preliminary response was mailed, submit written comments to the President about his/her preliminary response.

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<sup>21</sup> When provided an opportunity to comment, the Provost and parties are expected to confine their comments to the record and not introduce new information. However, the Provost may comment on procedural or policy issues at any time.



- f. Following the 15 day period for submitting written responses, the President will, within 15 days, issue a final report on the charges against the faculty member. Copies of the President's final report will be provided to the Chair of the Hearing Committee, the Provost, and the parties. If the Hearing Committee and the President both determine that there is cause for disciplinary action but not dismissal, the President's final report will conclude the matter and the disciplinary action recommended by the President will be imposed.<sup>22</sup>
- g. If either the Hearing Committee (by majority vote) or the President recommends dismissal, the President shall submit the following materials to the Board of Trustees: the final Hearing Committee report (along with any written comments), the preliminary response of the President, and the final report of the President. Any Trustee may have access to the complete record of the case.
- h. The Office of the Provost shall provide notice to the parties of the date and time that the Board of Trustees is expected to take action on the matter.
- i. After reviewing the relevant materials, the Board of Trustees may: (1) dismiss the faculty member for cause, (2) impose discipline other than dismissal, or (3) determine that cause has not been established and close the matter.

### **VIII. POLICY HISTORY**

This policy was approved by the Board of Trustees on December 18, 2015, with an effective date of January 1, 2016. It replaces the Policy and Procedure for Implementing Disciplinary Action Where Dismissal is Not Sought<sup>23</sup> and the Dismissal of Tenured Faculty for Cause policy.<sup>24</sup>

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<sup>22</sup> Disciplinary action implemented under this Policy may not be challenged through the Faculty Grievance Procedure.

<sup>23</sup> Approved by the Board of Trustees on June 11, 1993.

<sup>24</sup> Approved by the Board of Trustees on March 16, 1967 and revised on May 5, 2006.

## **Appendix I**

### **The Hearing Committee**

1. The Chair of the UCFT, in consultation with the Office of the Provost, shall establish three-person Hearing Committees for each proceeding. The members of the Hearing Committees will serve throughout the duration of the hearing and any appeal processes, if applicable. A list of three alternates will also be maintained for each proceeding in the event that a panel member is unavailable. The Office of the Provost will arrange training about academic personnel policies and the dismissal for cause process for the review panel and alternates.
2. Members of the Hearing Committee shall be tenured full professors who are currently serving as UCFT members or who have served on the UCFT within the last five academic years. Three alternates will also be selected in the event a conflict of interest or other exceptional circumstance precludes a member of the Hearing Committee from serving.
3. No member of a Hearing Committee may serve on a hearing involving a faculty member from the same college in which the hearing member is appointed.
4. During the meeting referenced in Section VII.B.1.a of the Policy, either party may challenge a member of the Hearing Committee on the grounds that the member has a conflict of interest. The standard the Chair of the UCFT shall follow in ruling on the challenge is whether, in light of the challenged person's knowledge of the case or personal or professional relationships with a party, the challenged person would be and be seen to be able to hear the case fairly and impartially and render a fair and impartial judgment. The Chair of the UCFT shall rule on any challenges.
5. After the selection of the Hearing Committee, the Hearing Committee shall elect its Chair from its membership. The Hearing Committee Chair shall be in charge of the hearing process from this point until the Hearing Committee has submitted its report and recommendations.
6. The University shall provide legal counsel for the Chair of the UCFT and for the Hearing Committee.

## **Appendix II Procedure for the Hearing**

The Chair of the Hearing Committee shall be in charge of the hearing.

1. Legal counsel for the Hearing Committee may be present at all hearings and deliberations.
2. Hearing sessions may be scheduled, at the discretion of the Chair, on any weekday; weekends during the hours 8:00 a.m.–10:00 p.m.; or, by unanimous consent of the parties and Hearing Committee members, on University holidays. Reasonable efforts shall be made to accommodate the scheduling requests of the parties and Hearing Committee members.
3. The hearing shall be conducted in an informal manner to the greatest extent possible. Formal rules of evidence do not apply.
4. The Chair of the Hearing Committee may, in his/her discretion, exclude evidence, including witness testimony, if the Chair determines that such evidence is not relevant to the charges at issue.
5. The Chair of the Hearing Committee shall read the charges against the faculty member.
6. The Chair of the Hearing Committee shall request an initial statement summarizing the faculty member's responses, which may be presented by the faculty member or his/her advisor or legal counsel.
7. The charging party (or his/her representative, advisor, or legal counsel) shall present documents/testimony to support the charges. The faculty member and his/her advisor or legal counsel have the right to cross-examine all witnesses. The Hearing Committee will normally withhold questions until the cross-examination of the witness has been completed.
8. The faculty member (or his/her representative, advisor, or legal counsel) shall present documents/testimony to refute the charges. The charging party and his/her legal counsel have the right to cross-examine witnesses. The Hearing Committee will normally withhold questions until the cross-examination of the witness has been completed.
9. After the faculty member's witnesses have completed their testimony, including any cross-examination, the charging party may present rebuttal evidence. Rebuttal evidence shall be limited to new matters introduced in the faculty member's case. Surrebuttal evidence (limited to evidence rebutting the charging party's rebuttal evidence) shall also be allowed.
10. The charging party (or his/her representative, advisor, or legal counsel) shall present his/her closing argument.
11. The faculty member (or his/her representative, advisor, or legal counsel) shall present his/her closing argument.

12. The Hearing Committee shall deliberate to prepare its report and recommendations.

### Appendix III

#### Procedures for Selecting Dismissal for Cause Review Officer

1. ~~A panel of ten tenured faculty members shall be established. The from which one shall be selected by the~~ Provost of the University shall select one from the panel to advise the Provost when a Dean proposes to initiate dismissal for cause proceedings against a faculty member under Section I of the Policy. The reviewer, called the Dismissal for Cause Review Officer, or the Review Officer, may not be from the same college as the faculty member against whom charges may be filed or the Dean filing the charges. The Provost shall randomly select three from the panel to consider whether the faculty member's conduct is egregious and will be relieved from all duties without pay during the dismissal for cause proceedings, as outlined in Section VII(B) of the Policy. The faculty members selected under Section I or Section VII(B) may not be from the same college as the faculty member against whom charges may be or are filed, or the Dean filing the charges.
- 2.1. The panel shall be composed of tenured faculty members selected by the Provost in consultation with the Chairs of the UCFT and UCFA. It is preferable for panel members to be tenured full professors who have (a) experience in chairing grievance panels, standing or ad hoc committees, (b) training or experience in grievances, arbitration, and/or mediation, or (c) legal training.
- 3.2. Panel members shall serve at the pleasure of the Provost, with vacancies filled in accordance with the procedure stated above.

**TRUSTEE COMMITTEE ON AUDIT, RISK, AND COMPLIANCE**

Friday, September 6, 2019

Administration Building

**I. Action Items**

Conflict of Interest

*Approval of contract terms:*

*Attachment 1*

- a. AccurDx America, Inc. – Amended Research and Service Agreement*
- b. Cove Diamond, LLC – License Agreement*
- c. FibrosIX, LLC – Service Agreement*
- d. Fraunhofer USA, Inc. – Goods/Services Agreement*
- e. Fraunhofer USA, Inc. – Inter-Institutional Agreement*
- f. Jolt Energy Storage Technologies, LLC – Service Agreement*
- g. Dr. Richard E. Sherman – Independent Contractor Agreement for Artist Services*
- h. Tarn BioSciences, Inc. – Service Agreement*

*Intent to negotiate a contract:*

*Attachment 2*

- a. Dr. Timothy Grotjohn and Great Lakes Crystal Technologies, Inc.*
- b. Mr. Zachary Hoyle and Black Pine Engineering, LLC*

**MICHIGAN STATE  
UNIVERSITY**

September 6, 2019



**MEMORANDUM**

**To:** Committee on Audit, Risk and Compliance  
**From:** June Pierce Youatt *June Pierce Youatt*  
Executive Vice President and Provost  
**Subject:** Approval of Contract Terms: *AccurDx America, Inc.*

**RECOMMENDATION**

The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and *AccurDx America, Inc.*, a company in which MSU faculty member Dr. Kefei Yu holds a financial interest.

**RESOLUTION**

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves an amended research and services agreement with *AccurDx America, Inc.* consistent with earlier public notice given at a Board meeting and with an "Amended Research and Service Agreement Term Sheet" now presented to the Board for inclusion in its minutes.

**BACKGROUND**

In compliance with State law, public notice of the University's intent to negotiate contracts with *AccurDx America, Inc.*, a Michigan corporation, was given at the Board of Trustees meeting on February 16, 2018. The terms of an amended research and service agreement are now presented for Board approval.

Dr. Kefei Yu, Associate Professor in the Department of Microbiology and Molecular Genetics, and members of his family own or have options to buy an ownership interest of more than 1% of the company.

The attached "Amended Research and Service Agreement Term Sheet" summarizes the agreement that MSU has negotiated with *AccurDx America, Inc.*

cc: Board of Trustees, S. Stanley, S. Udpa, N. Barr, M. Zeig, S. Hsu, B. Mattes, K. Wilbur, B. Quinn, C. Berg



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## AMENDED RESEARCH AND SERVICE AGREEMENT TERM SHEET

**Party:** AccurDx America, Inc.

**Agreement:** Amended Research and Service Agreement to develop an express system for two synthetic antibody genes (research) and produce approx. 1 gram of each antibody (service)

**Term:** Effect date to September 30, 2020, extended from June 30, 2019

**Potential Commercial Application:** Antibodies for use as biological agents

**Payment Terms:** Unchanged at \$30,400 to MSU for research  
Unchanged at \$46,600 to MSU for service

**Services Provided:** By MSU to AccurDx America, Inc.: Develop an express system for antibody genes and produce the antibody  
By AccurDx America, Inc. to MSU: None contemplated under the agreement

**Use of University Facilities/ Personnel:** MSU Biomedical and Physical Sciences Building

**Organization Type:** Michigan corporation

**Personnel Interest:** Dr. Kefei Yu, Associate Professor in the Department of Microbiology and Molecular Genetics and members of his family, own or have options to buy an ownership interest of more than 1% of the company.


**MICHIGAN STATE**  
**UNIVERSITY**

September 6, 2019



**MEMORANDUM**

**To:** Committee on Audit, Risk and Compliance

**From:** June Pierce Youatt   
Executive Vice President and Provost

**Subject:** Approval of Contract Terms: *Cove Diamond, LLC*

**RECOMMENDATION**

The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and *Cove Diamond, LLC*, a company in which MSU faculty member Dr. Timothy Grotjohn, Professor in the Department of Electrical and Computer Engineering, holds a financial interests.

**RESOLUTION**

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves a license agreement with *Cove Diamond, LLC* consistent with earlier public notice given at a Board meeting and with a "License Agreement Term Sheet" now presented to the Board for inclusion in its minutes.

**BACKGROUND**

In compliance with State law, public notice of the University's intent to negotiate contracts with *Cove Diamond, LLC*, a Michigan limited liability company, was given at the Board of Trustees meeting on June 9, 2019. The terms of a license agreement are now presented for Board approval.

Dr. Timothy Grotjohn, Professor in the Department of Electrical and Computer Engineering and members of his family own or have options to buy an ownership interest of more than 1% of the company.

The attached "License Agreement Term Sheet" summarizes the agreement that MSU has negotiated with *Cove Diamond, LLC*.

cc: Board of Trustees, S. Stanley, S. Udpa, N. Barr, M. Zeig, S. Hsu, B. Mattes, K. Wilbur, B. Quinn, C. Berg



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## LICENSE AGREEMENT TERM SHEET

**Party:** Cove Diamond, LLC

**Agreement:** Exclusive License in the field of decorative lab-grown diamonds

**Technology:** MSU TEC2010-0075 "Customized Single Crystal Diamond Gemstones," US Patent No. 9,277,792; The parties may add or remove technologies under the agreement, including improvements generated under a separate sponsored research agreement, provided the change does not affect the financial consideration of the parties or the nature or extent of any pecuniary interest of MSU personnel.

**Term:** Effective Date – to the last to expire of the patents

**Potential Commercial Application:** Decorative designs incorporated into lab-grown diamonds for jewelry, and fine as well as functional arts

**Payment Terms:** \$1,000 to MSU within 30 days of the effective date; 3.0% on net sales; reimbursement of patent costs

**Services Provided:** By MSU to Cove Diamond, LLC: None contemplated under the agreement  
By Cove Diamond, LLC to MSU: None contemplated under the agreement

**Organization Type:** Michigan limited liability company

**Personnel Interest:** Dr. Timothy Grotjohn, a Professor in the Department of Electrical and Computer Engineering and members of his family own or have options to buy an ownership interest of more than 1% of the company.

**MICHIGAN STATE  
UNIVERSITY**

September 6, 2019



**MEMORANDUM**

**To:** Committee on Audit, Risk and Compliance

**From:** June Pierce Youatt   
Executive Vice President and Provost

**Subject:** Approval of Contract Terms: *FibrosIX, LLC*

**RECOMMENDATION**

The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and *FibrosIX, LLC*, a company in which MSU faculty member Dr. Richard R. Neubig holds a financial interest.

**RESOLUTION**

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves a service agreement with *FibrosIX, LLC* consistent with earlier public notice given at a Board meeting and with a "Service Agreement Term Sheet" now presented to the Board for inclusion in its minutes.

**BACKGROUND**

In compliance with State law, public notice of the University's intent to negotiate contracts with *FibrosIX, LLC*, a Michigan limited liability company, was given at the Board of Trustees meeting on June 15, 2016. The terms of a service agreement are now presented for Board approval.

Dr. Richard R. Neubig, Professor and Chair of the Department of Pharmacology and Toxicology, and members of his family own or have options to buy an ownership interest of more than 1% of the company.

The attached "Service Agreement Term Sheet" summarizes the agreement that MSU has negotiated with *FibrosIX, LLC*.

cc: Board of Trustees, S. Stanley, S. Udpa, N. Barr, M. Zeig, S. Hsu, B. Mattes, K. Wilbur, B. Quinn, C. Berg



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## SERVICE AGREEMENT TERM SHEET

**Party:** FibrosIX, LLC

**Agreement:** Testing Services by MSU for assay development

**Term:** September 2019 – December 2019

**Potential Commercial Application:** Human Therapeutics

**Payment Terms:** \$35,074.59 to MSU in fees for service

**Services Provided:** By MSU to FibrosIX, LLC: Labeling of a protein and optimization of its use in an assay  
By FibrosIX, LLC to MSU: None contemplated under the agreement

**Use of University Facilities/Personnel:** Work to be performed at MSU's Life Sciences Building by, or supervised by, Erika Lisabeth and Thomas Dexheimer

**Organization Type:** Michigan limited liability company

**Personnel Interest:** Dr. Richard R. Neubig, Professor and Chair of the Department of Pharmacology and Toxicology, and members of his family, own or have options to buy an ownership interest of more than 1% of the company.

**MICHIGAN STATE  
UNIVERSITY**

September 6, 2019



**MEMORANDUM**

**To:** Committee on Audit, Risk and Compliance  
**From:** June Pierce Youatt *June Pierce Youatt*  
Executive Vice President and Provost  
**Subject:** Approval of Contract Terms: *Fraunhofer USA, Inc.*

**RECOMMENDATION**

The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and *Fraunhofer USA, Inc.*, a company in which MSU faculty member Dr. Thomas Schuelke holds an interest.

**RESOLUTION**

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves a goods/service agreement with *Fraunhofer USA, Inc.* consistent with earlier public notice given at a Board meeting and with an "Goods/Service Agreement Term Sheet" now presented to the Board for inclusion in its minutes.

**BACKGROUND**

In compliance with State law, public notice of the University's intent to negotiate contracts with *Fraunhofer USA, Inc.*, a Rhode Island nonprofit corporation, was given at the Board of Trustees meeting on April 12, 2019. The terms of a goods/service agreement are presented for Board approval.

Dr. Thomas Schuelke, a Professor in the Department of Electrical and Computer Engineering, is President of *Fraunhofer USA, Inc.*

The attached "Goods/Service Agreement Term Sheet" summarizes the agreement that MSU has negotiated with *Fraunhofer USA, Inc.*

cc: Board of Trustees, S. Stanley, S. Udpa, N. Barr, M. Zeig, S. Hsu, B. Mattes, K. Wilbur, B. Quinn, C. Berg



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## **GOODS/SERVICE AGREEMENT TERM SHEET**

**Party:** Fraunhofer USA, Inc.

**Agreement:** Goods/service agreement for polishing of diamond seeds and wafers

**Term:** Effective date of Purchase Order and extending 4 weeks

**Commercial Application:** Lab-grown diamonds

**Payment Terms:** MSU to pay \$3,600 to Fraunhofer USA, Inc. for the service

**Services Provided:** By MSU to Fraunhofer USA, Inc.: None contemplated under the agreement  
By Fraunhofer USA, Inc. to MSU: Polishing of diamond seeds and wafers

**Organization Type:** Rhode Island nonprofit corporation

**Personnel Interest:** Dr. Thomas Schuelke, a Professor in the Department of Electrical and Computer Engineering, is President of Fraunhofer USA, Inc.


**MICHIGAN STATE  
UNIVERSITY**

September 6, 2019



**MEMORANDUM**

**To:** Committee on Audit, Risk and Compliance

**From:** June Pierce Youatt   
Executive Vice President and Provost

**Subject:** Approval of Contract Terms: *Fraunhofer USA, Inc.*

**RECOMMENDATION**

The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and *Fraunhofer USA, Inc.*, a company in which MSU faculty member Dr. Thomas Schuelke holds an interest.

**RESOLUTION**

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves an inter-institutional agreement with *Fraunhofer USA, Inc.* consistent with earlier public notice given at a Board meeting and with an "Inter-Institutional Agreement Term Sheet" now presented to the Board for inclusion in its minutes.

**BACKGROUND**

In compliance with State law, public notice of the University's intent to negotiate contracts with *Fraunhofer USA, Inc.*, a Rhode Island nonprofit corporation, was given at the Board of Trustees meeting on April 12, 2019. The terms of an Inter-Institutional agreement are presented for Board approval.

Dr. Thomas Schuelke, a Professor in the Department of Electrical and Computer Engineering, is President of *Fraunhofer USA, Inc.*

The attached "Inter-Institutional Agreement Term Sheet" summarizes the agreement that MSU has negotiated with *Fraunhofer USA, Inc.*

cc: Board of Trustees, S. Stanley, S. Udpa, N. Barr, M. Zeig, S. Hsu,  
B. Mattes, K. Wilbur, B. Quinn, C. Berg



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## INTER-INSTITUTIONAL AGREEMENT TERM SHEET

**Party:** Fraunhofer USA, Inc.

**Agreement:** Inter-Institutional agreement – Fraunhofer USA appoints MSU as its exclusive agent for licensing technology jointly owned by the parties.

**Technology:** MSU TEC2007-0078 "Process and Apparatus for Diamond Synthesis," US Patent Nos. 9,187,858 and 9,732,440; and TEC2018-0100 "Method to Frabrication of Large Area Diamond Substrate," US Prov. Patent Appl. No. 62/673,420. The parties may add or remove technologies under the agreement, provided there is no change in the financial consideration of the parties or the nature or extent of any pecuniary interest of MSU personnel

**Term:** Effective date to the last expiration date of the patents

**Commercial Application:** Lab-grown diamonds

**Payment Terms:** Revenue received by MSU from licensing, if any, will be distributed after patent reimbursements according to the number of inventors each party listed in the licensed rights

**Services Provided:** By MSU to Fraunhofer USA, Inc.: Agency services for jointly owned patents  
By Fraunhofer USA, Inc. to MSU: None contemplated under the agreement

**Organization Type:** Rhode Island nonprofit corporation

**Personnel Interest:** Dr. Thomas Schuelke, a Professor in the Department of Electrical and Computer Engineering, is President of Fraunhofer USA, Inc.

**MICHIGAN STATE**  
**UNIVERSITY**

September 6, 2019



**MEMORANDUM**

**To:** Committee on Audit, Risk and Compliance

**From:** June Pierce Youatt *June Pierce Youatt*  
Executive Vice President and Provost

**Subject:** Approval of Contract Terms: *Jolt Energy Storage Technologies, LLC*

**RECOMMENDATION**

The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and *Jolt Energy Storage Technologies, LLC*, a company in which MSU employee Dr. Thomas Guarr holds a financial interest.

**RESOLUTION**

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves a service agreement with *Jolt Energy Storage Technologies, LLC* consistent with earlier public notice given at a Board meeting and with a "Service Agreement Term Sheet" now presented to the Board for inclusion in its minutes.



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**BACKGROUND**

In compliance with State law, public notice of the University's intent to negotiate contracts with *Jolt Energy Storage Technologies, LLC*, a Michigan company based in Holland, Michigan, was given at the Board of Trustees meeting on February 6, 2015. The terms of a service agreement are now presented for Board approval.

Dr. Thomas Guarr, the Director of R&D at the MSU Bioeconomy Institute, and members of his family own or have options to buy an ownership interest of more than 1% of the company.

The attached "Service Agreement Term Sheet" summarizes the agreement that MSU has negotiated with *Jolt Energy Storage Technologies, LLC*.

cc: Board of Trustees, S. Stanley, S. Udpa, N. Barr, M. Zeig, S. Hsu,  
B. Mattes, K. Wilbur, B. Quinn, C. Berg



## SERVICE AGREEMENT TERM SHEET

**Party:** Jolt Energy Storage Technologies, LLC

**Agreement:** Testing Services by MSU for assay development

**Term:** Effective Date – March 31, 2020

**Potential Commercial Application:** Organic Batteries

**Payment Terms:** \$62,000 to MSU in fees for service

**Services Provided:** By MSU to Jolt Energy Storage Technologies, LLC: Design and fabricate a robust and efficient prototype organic reflux flow battery that involves novel organic compounds  
By Jolt Energy Storage Technologies, LLC to MSU: None contemplated under the agreement

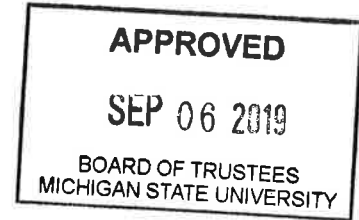
**Use of University Facilities/Personnel:** Work to be performed at MSU's Engineering Building by, or supervised by, Dr. Andre Benard

**Organization Type:** Michigan limited liability company

**Personnel Interest:** Dr. Thomas Guarr, Director of R&D at the MSU Bioeconomy Institute, and members of his family, own or have options to buy an ownership interest of more than 1% of the company.

**MICHIGAN STATE  
UNIVERSITY**

September 6, 2019



**MEMORANDUM**

**To:** Committee on Audit, Risk and Compliance

**From:** June Pierce Youatt *June Pierce Youatt*  
Executive Vice President and Provost

**Subject:** Approval of Contract Terms: Dr. Richard E. Sherman

**RECOMMENDATION**

The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and faculty member Dr. Richard E. Sherman.

**RESOLUTION**

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves an independent contractor agreement for artist services with Dr. Richard E. Sherman consistent with earlier public notice given at a Board meeting and with an "Independent Contractor Agreement for Artist Services Term Sheet" now presented to the Board for inclusion in its minutes.

**BACKGROUND**

In compliance with State law, public notice of the University's intent to negotiate contracts with Dr. Sherman was given at the Board of Trustees meeting on April 13, 2017. The terms of an independent contractor agreement for artist services are now presented for Board approval.

Dr. Richard E. Sherman is a Professor in the College of Music.

The attached "Independent Contractor Agreement for Artist Services Term Sheet" summarizes the agreement that MSU has negotiated with Dr. Sherman.

cc: Board of Trustees, S. Stanley, S. Udpa, N. Barr, M. Zeig, S. Hsu,  
B. Mattes, K. Wilbur, B. Quinn, C. Berg



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## **INDEPENDENT CONTRACTOR AGREEMENT FOR ARTIST SERVICES TERM SHEET**

**Party:** Dr. Richard E. Sherman

**Agreement:** Non-exclusive services to engage local musicians for Wharton Center performances

**Term:** July 1, 2020 – June 30, 2023

**Payment Terms:** Commission to Dr. Sherman in the amount of 10% of the total cost of the arranged Orchestra/Band/Ensemble fee paid to local musician(s)\*

**Services Provided:** By MSU to Dr. Sherman: None contemplated under the agreement  
By Dr. Sherman to MSU: Identify and engage local musicians for Wharton Center performances according to instructions provided by a touring engagement's musical director, coordinator, or orchestra conductor or by MSU when applicable; schedule and administer the operation of musical services, pay local musicians directly for service and cartage of instruments; attend first rehearsal and be on call for additional services; an provide itemized settlement for touring engagement

**Organization Type:** Dr. Sherman is acting as an individual.

**Personnel Interest:** This contract will be directly between Dr. Sherman, a Professor in the College of Music, and MSU.

\*The base rate for musician fees for the 2020-2021 performance season is \$147 per service and \$85 per sound check session. Local musicians required to play two or more closely related instruments, referred to as doubling, will be paid an additional 20% for the first double and an additional 10% for each additional double. A flat rate of \$100 will be included for large instrument transportation and/or instruments that require additional loading time and/or require the musician to arrive early.


**MICHIGAN STATE  
UNIVERSITY**

September 6, 2019



**MEMORANDUM**

**To:** Committee on Audit, Risk and Compliance

**From:** June Pierce Youatt   
Executive Vice President and Provost

**Subject:** Approval of Contract Terms: *Tarn BioSciences, Inc.*

**RECOMMENDATION**

The Trustee Committee on Audit, Risk and Compliance recommends that the Board of Trustees approve a contract between Michigan State University and *Tarn BioSciences, Inc.*, a company in which MSU faculty member Dr. Robert Abramovitch holds a financial interest.

**RESOLUTION**

BE IT RESOLVED, that the Board of Trustees of Michigan State University hereby approves a service agreement with *Tarn BioSciences, Inc.* consistent with earlier public notice given at a Board meeting and with a "Service Agreement Term Sheet" now presented to the Board for inclusion in its minutes.

**BACKGROUND**

In compliance with State law, public notice of the University's intent to negotiate contracts with *Tarn BioSciences, Inc.*, a Michigan corporation, was given at the Board of Trustees meeting on June 22, 2018. The terms of a service agreement are now presented for Board approval.

Dr. Robert Abramovitch, Assistant Professor in the Department of Microbiology and Molecular Genetics and Chemistry, and members of his family own or have options to buy an ownership interest of more than 1% of the company.

The attached "Service Agreement Term Sheet" summarizes the agreement that MSU has negotiated with *Tarn BioSciences, Inc.*

cc: Board of Trustees, S. Stanley, S. Udpa, N. Barr, M. Zeig, S. Hsu,  
B. Mattes, K. Wilbur, B. Quinn, C. Berg



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## SERVICE AGREEMENT TERM SHEET

**Party:** Tarn BioSciences, Inc.

**Agreement:** Development services by MSU for therapy/treatment

**Term:** December 1, 2019 – November 30, 2020

**Potential Commercial Application:** Therapy for, and treatment of, TB

**Payment Terms:** \$164,300.02 to MSU in fees for service

**Services Provided:** By MSU to Tarn BioSciences, Inc.: Develop a cost-effective adjunct therapy for the treatment of TB  
By Tarn BioSciences, Inc. to MSU: None contemplated under the agreement

**Use of University Facilities/Personnel:** Work to be performed at MSU's Biomedical Physical Sciences Building by, or supervised by, Dr. Robert Abramovitch

**Organization Type:** Michigan corporation

**Personnel Interest:** Dr. Robert Abramovitch, Assistant Professor in the Department of Microbiology and Molecular Genetics and Chemistry, and members of his family own or have options to buy an ownership interest of more than 1% of the company.