# MINUTES OF THE REGULAR MEETING
# THE UNIVERSITY OF OKLAHOMA
# DECEMBER 2, 2008

**MINUTES** Page

**MINUTES OF A REGULAR MEETING**
**THE UNIVERSITY OF OKLAHOMA BOARD OF REGENTS**
**December 2, 2008**

A regular meeting of the Board of Regents governing The University of Oklahoma, Cameron University, and Rogers State University was called to order in the Oklahoma Memorial Union at The University of Oklahoma in Norman, Oklahoma, at 3:06 p.m. on December 2, 2008.

The following Regents were present: Jon R. Stuart, Chairman of the Board, presiding; Regents A. Max Weitzenhoffer, Larry R. Wade, John M. Bell, Leslie J. Rainbolt-Forbes, Richard R. Dunning and Tom Clark.

Others attending all or a part of the meeting included Mr. David L. Boren, President of The University of Oklahoma; Nancy L. Mergler, Senior Vice President and Provost – Norman Campus; Gerard Clancy, President, OU-Tulsa; Vice Presidents Dennis Aebersold, Dewayne Andrews, Catherine Bishop, Tripp Hall, Nicholas Hathaway, Kenneth Rowe and Clarke Stroud; Director of Athletics, Joe Castiglione; Director of Internal Auditing, Clive Mander; Interim General Counsel, Anil Gollahalli; and Executive Secretary of the Board of Regents, Dr. Chris A. Purcell.

Attending the meeting from Rogers State University were Dr. Larry Rice, President of the University, and Vice Presidents Richard Beck and Tom Volturo.

Those attending the meeting from Cameron University were Dr. Cindy Ross, President of the University, and Vice Presidents Glen Pinkston and John McArthur.

Notice of the time, date and place of this meeting were submitted to the Secretary of State, and the agenda was posted in the Office of the Board of Regents on or before 3:00 p.m. on December 1, 2008, both as required by 25 O.S. 1981, Section 301-314.

**MINUTES**

Regent Wade moved approval of the minutes of the regular meeting held on October 22, 2008 as printed and distributed prior to the meeting. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

## CAMERON UNIVERSITY

### REPORT OF THE CHAIRMAN OF THE BOARD

Chairman Stuart commented that, in so far as anyone can remember, a first will happen at Cameron House on the coming Saturday as President Ross' daughter will be married. He congratulated her on the big day and asked for her report.

**REPORT OF THE PRESIDENT OF THE UNIVERSITY**

President Ross thanked the Chairman for his kind words and said that the mother of the bride is doing almost as well as the bride and groom. She then stated that the University is continuing with Centennial activities. "It has been a great year-long birthday party and we still have six months to go!" The President spoke of activities since the last Regents' meeting: Beverly Kearney, women's track and field coach at the University of Texas at Austin, was a guest speaker on campus. She is the most successful African American coach in collegiate sports, the second most successful female coach in collegiate sports and also has quite a personal story. She was left homeless at the age of 17 when her mother died and then was in a near-fatal car accident in 2002, so was a very inspirational speaker and very motivating for students and everyone who heard her. Guest artist for Country Jazz Fusion was Dave Alexander and his band. The annual event pairs campus jazz musicians and students with a country performer; concerts were held in Lawton and Duncan. FOCUS week for Liberal Arts included an art exhibit, opera and performances by the percussion ensemble. The Music Department has begun a Centennial Choir and they are rapidly becoming a favorite in the community. Actor/comedian B.J. Novak, of *The Office*, was heard by almost 1800 students. Campus holiday events were also beginning, including a tree lighting and an event at Cameron House with PLUS students. Dr. Ross said that the University had taken a page from President Boren and had selected, framed and hung across campus almost 200 historic pictures of the University, to give current students and visitors a glimpse of its rich history. The President was also pleased to formally announce that the University has received notification from the National Committee on Accreditation for Teacher Education and Cameron was certified to have passed all standards, receiving special commendations and with no areas cited for improvements. This certification is good through 2014, and the President gives Dean Ronna Vanderslice and her faculty tremendous credit for this very significant achievement. She concluded her report by mentioning the new class schedule the University will begin in the summer and continuing through the next academic year. The current courses offered over five days, Monday through Friday, will now be offered in four days, Monday through Thursday. That opens up Friday and Saturday for a complete round of courses and opens Friday, Saturday and Sunday for weekend seminars and workshops. It provides more opportunities for students, and is a more efficient use of campus facilities. Vice President John McArthur has worked with the deans and department chairs to bring about this change in the culture of the University.

**NAMING OF BALLROOM IN RECOGNITION OF THE MCCASLAND FOUNDATION– CU**

The McCasland Foundation of Duncan pledged one of the earliest and largest gifts to Cameron University's *Changing Lives* Campaign. This early gift of $600,000, made during the silent phase of the campaign, was instrumental in motivating other donors to provide significant gifts which eventually totaled over $12.5 million for the campaign and more than $6.5 million for the McMahon Centennial Complex (MCC).

Including the pledge for the MCC, The McCasland Foundation has contributed almost $2.7 million to Cameron over a 22 year period. Particularly noteworthy is the McCasland Foundation Challenge Grant Program which has provided matching funds for 45 of Cameron's 54 endowed lectureships. Cameron continues to surpass every other Oklahoma regional university in number of endowed faculty positions. In addition, the Foundation has provided two endowed chairs, one of which supports Cameron's triennial academic festival, and has given toward numerous other construction and campus activities.

The McCasland Foundation Ballroom will accommodate 400 guests for banquet meals. This capacity is unique in the Lawton community and will provide a much needed venue for campus events as well as conferences, conventions, community gatherings and private events such as weddings.

Designed to be used as a single room or divided into three smaller rooms, each space will have the latest in audio/visual capabilities, whether utilized separately or as one large area. The upscale décor and furnishings for the ballroom, the supporting preparation kitchen, the pre-function assembly space, and the attached balcony overlooking the Bentley Gardens will all provide a beautiful testimony of the ongoing partnership between The McCasland Foundation and Cameron University.

President Ross recommended the Board of Regents authorize naming the ballroom in the McMahon Centennial Complex "The McCasland Foundation Ballroom" in recognition of the Foundation's major gift to Cameron University's *Changing Lives* Campaign.

Regent Wade moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

Barbara Braught and Marilyn Hugon, daughters of T. H. McCasland, were present and received an artist's rendering of the ballroom.

**SUBSTANTIVE PROGRAM CHANGES – CU**

The Oklahoma State Regents for Higher Education require that all substantive changes in degree programs be presented to the institution's governing board for approval before being forwarded to the State Regents for consideration. The changes in the academic programs presented below have been approved by the President after consideration of the recommendations of the appropriate faculty, academic unit and dean, Teacher Education Council as appropriate, Curriculum Committee, and the Vice President for Academic Affairs. The changes are being submitted to the Board of Regents for approval prior to submission to the State Regents.

1. PROGRAM: B.A. in Social Studies Education

   PROPOSED CHANGE: Program Requirement Change

   COMMENTS: Social Studies Teacher Education majors have been limited in the number of general education courses available to them to satisfy the physical sciences portion of the general education requirements. The proposed modification recognizes that all general education physical sciences courses will assist students to meet general education learning outcomes as well as to meet teacher education competencies. Total credit hours for the degree will not change.

2. PROGRAM: A.A.S. in Applied Technology in Respiratory Care

   PROPOSED CHANGE: Program Requirement Change

   COMMENTS: The A.A.S. in Respiratory Care program is delivered cooperatively with Great Plains Technology Center (GPTC). The general education and basic science courses are taught at Cameron and the technical specialty courses are taught at GPTC with an external, national certification exam required for validation. A new lower level combined Anatomy and Physiology course is being developed by the Department of Biological Sciences to provide the content requirements for the national certification instead of taking the anatomy course designed for nursing majors. The replacement course, BIOL 1012, Essential Human Anatomy and Physiology, will be more beneficial to the respiratory program and the students. The proposed modification will change the total degree plan hours from 65 to 63 credit hours.

President Ross recommended the Board of Regents approve the proposed changes listed above to the Cameron University academic programs.

Regent Clark moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

**AMENDMENT OF QUALIFIED DEFINED BENEFIT RETIREMENT PLAN**

Recent changes in law, Treasury Regulations and Internal Revenue Service guidance require amendment of the qualified defined benefit retirement plans sponsored by the University, so that they can continue to comply with applicable law and can be filed with the Internal Revenue Service for favorable determination letters. These new requirements include applicable provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 and the Final Treasury Regulations under Section 415 of the Internal Revenue Code of 1986, as amended. The University's defined benefit retirement plans currently are operated in accordance with such laws and the amendments are required in order to maintain compliance with such laws. These amendments do not change the cost to the University or the level of benefits provided under the retirement plans.

President Ross recommended the Board of Regents approve amendments to the qualified defined benefit retirement plans sponsored by Cameron University and authorize the President or her designee to implement the provisions of those plans.

Regent Dunning moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

**403(b) DEFINED CONTRIBUTION PLAN– CU**

New Internal Revenue Service (IRS) regulations require a sponsor of a 403(b) Defined Contribution Plan to have a formal plan document that describes the key characteristics of the plan, and impose certain reporting and disclosure requirements on vendors who offer investment options to participants of the plan. The University sponsors a voluntary 403(b) Defined Contribution Plan whose assets come entirely from employee contributions. The attached plan document meets the new IRS requirements, which will become effective January 1, 2009. The 403(b) plan may be amended in the future as needed to add new plan features, such as loans or hardship withdrawals. The plan document is attached hereto as Exhibit A.

President Ross recommended the Board of Regents approve the University's 403(b) Defined Contribution Plan document and authorize the President or her designee to make any necessary vendor approvals/removals and implement the provisions of that document.

Regent Bell moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

**ACADEMIC PERSONNEL ACTIONS - CU**

RESIGNATION(S):

Cammack, Susan, Assistant Professor, School of Business, March 14, 2008.

Davis, Mike, Assistant Professor, Department of English and Foreign Languages, December 31, 2008.

President Ross recommended the Board of Regents approve the faculty personnel action(s) listed above.

Regent Weitzenhoffer moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

**LITIGATION – CU**

This item was included in the agenda for the purpose of meeting with General Counsel in executive session for a report on pending and possible litigation. No executive session was held, and there was no report

**ACADEMIC CALENDAR 2009-2010 - CU**
**CURRICULUM CHANGES – CU**
**EMERGENCY OPERATIONS PLAN ANNUAL REPORT – CU**
**QUARTERLY REPORT OF PURCHASES – CU**
**QUARTERLY FINANCIAL ANALYSIS - CU**

The listed items were identified, by the administration, in each agenda item as "For Information Only." Although no action was required, the opportunity to discuss or consider any of them individually was provided.

**ACADEMIC CALENDAR 2009-2010 - CU**

The Oklahoma State Regents for Higher Education authorize the President to approve the institution's academic calendar each year. The calendar is then submitted to the State Regents by January 15 prior to the summer semester to which the proposed calendar applies. The academic calendar below is for information only and will be submitted to the State Regents.

In Summer 2009, Cameron University proposes changing to a Monday through Thursday curricular program in order to offer an expanded weekend program primarily on Friday and Saturday. The current program includes a Monday through Friday format with a weekend workshop and short course program.

The proposed change will reduce the number of days per week that most students will need to be on campus and increase the number of scheduling formats available. The increased flexibility and the opportunity for weekend programs will provide additional educational opportunities for adult learners with family and work commitments. In particular, educational outreach courses and workshops will increase. Traditional students will continue to have the full array of campus educational options.

The University will continue to function on a full work week. However, the modified course formats will provide for increased flexibility in faculty work schedules that will allow greater faculty interaction with faculty, students, and administrators in common education and with area business partners.

OKLAHOMA STATE REGENTS FOR HIGHER EDUCATION

Return by January 15, 2009

Electronic submission is preferred (to tjones@osrhe.edu),
but forms may be mailed (PO Box 108850, Oklahoma City, OK 73101-8850)
or faxed (405-225-9230)

Institution: Cameron University

ACADEMIC CALENDAR FOR 2009-2010

Summer Session (2009):

| | |
|---|---|
| Semester begins (first day of classes) | June 1, 2009 |
| Please list dates of all holidays and breaks | |
| INDEPENDENCE DAY | July 3, 2009 |
| Semester ends (including final exams) | July 23, 2009 |
| Commencement date (graduation ceremony) | May 8, 2009 |

Fall Semester (Fall 2009):

| | |
|---|---|
| Semester begins (first day of classes) | August 19, 2009 |
| Please list dates of all holidays and breaks | |
| LABOR DAY | September 7, 2009 |
| FALL BREAK | October 15-16, 2009 |
| THANKSGIVING | November 25-27, 2009 |
| Semester ends (including final exams) | December 15, 2009 |
| Commencement date (graduation ceremony) | May 7, 2010 |

Second Semester (Spring 2010):

| | |
|---|---|
| Semester begins (first day of classes) | January 11, 2010 |
| Please list dates of all holidays and breaks | |
| MARTIN LUTHER KING | January 18, 2010 |

| | |
|---|---|
| SPRING BREAK | March 15-19, 2010 |
| Semester ends (including final exams) | May 7, 2010 |
| Commencement date (graduation ceremony) | May 7, 2010 |

Intersessions (classes that meet between regularly scheduled semesters or that meet between spring semester and summer session or between summer session and fall semester):

| | Summer 2009 | Fall 2009 | Spring 2010 |
|---|---|---|---|
| Intersession begins | July 24, 2009 | December 16, 2009 | May 10, 2010 |
| Intersession ends (including final exams) | August 18, 2009 | January 8, 2010 | May 28, 2010 |

Alternative Schedules (please describe any alternative schedules)

A. An 8-week session within the Fall and Spring semesters.
B. Four-week sessions within the Summer session.
C. Weekend courses.
D. Three- and four-weekend format courses in some disciplines.
E. Three-week format courses in some disciplines.
F. Eight-week and sixteen-week weekend courses in some disciplines.

Signature of President ______________________________ Date

***Note: Spring Break should be scheduled for the week that encompasses the third Wednesday in March***

This item was reported for information only. No action was required.

**CURRICULUM CHANGES – CU**

The Oklahoma State Regents for Higher Education confer upon each institution the authority to add, modify and delete courses, but require that the changes be communicated to them for information. The additions, modifications, and deletions listed below have been approved by the President, upon recommendations of the Vice President for Academic Affairs, respective department chairs and deans, and the Curriculum Committee.

| Prefix/Number | | Title | Comments |
|---|---|---|---|
| | | COURSE ADDITION | |
| BIOL | 1012 | Essential Human Anatomy and Physiology | |
| | | COURSE MODIFICATIONS | |
| BIOL | 1114 | General Botany (Old)<br>Plants and Culture (New) | Change in title, description, content, and add General Education credit. |
| BIOL | 2012 (Old)<br>2013 (New) | Medical Terminology | Change in credit, content, and number. |

COURSE DELETIONS

| | | |
|---|---|---|
| PE | 1121 | Advanced Swimming |
| PE | 1201 | Badminton |
| HPET | 4222 | Organization and Management for Recreational Sports |

This was reported for information only. No action was required.

**EMERGENCY OPERATIONS PLAN ANNUAL REPORT – CU**

Pursuant to the authority contained in the Oklahoma Emergency Management Act of 2003, O.S. 63, Section 681 through 683.24, the head of each designated department and agency shall take necessary actions to implement the Emergency Operations Plan by developing written internal procedures that detail support required by the plan and shall be prepared to put the plan into action. Section 681 also requires institutions of higher learning to make an annual report to its board of regents "detailing the status of emergency preparedness and identified safety needs."

Emergency planning and response is an evolutionary process adapting to the nature of the specific emergency. The Cameron University Emergency Operations Plan defines basic procedures and guidelines to minimize the impact of emergencies and maximize the effectiveness of response personnel. Response to and recovery from major emergencies and catastrophic occurrences will be conducted within the framework of the plan assuring continuity of campus operations. The plan provides effective coordination of University and community resources to protect life, preserve property, and provide stability, and lays the foundation for responses to extreme weather conditions, fires, hazardous materials incidents, large scale events, and protest actions. Although there were no significant changes to the plan this year, the Cameron Crisis Management Team and the Lawton Area Emergency contact information sheets have been updated. A current copy is on file in the Board office. Additionally, Cameron University's Emergency Operations Plan has been filed with the City of Lawton's Emergency Management Director.

In addition to the basic procedures and guidelines defined in the Cameron University Emergency Operations Plan, Cameron's Office of Public Safety makes extraordinary efforts to tailor or enhance its services and training in order to meet the unique needs of the Cameron community. Taking into consideration factors such as Cameron's location within the Lawton community and the varied demographic profile of Cameron's student body (e.g. resident students, commuter students, part-time and non-traditional students, etc.), Cameron's Office of Public Safety:

- maintains a close relationship with local emergency management agencies,
- conducts annual orientation seminars for new students, their parents and faculty members,
- conducts joint training exercises involving hostage situations, bomb threats, etc., with local emergency management agencies,
- coordinates safety drills in residence halls,
- ensures that each Public Safety officer receives annual continuing education in excess of the state mandated seventeen hours, and
- notifies all students, faculty and staff of Cameron's severe weather procedures and designated shelter areas.

In addition, throughout the year, the Directors of Physical Facilities and Public Safety conduct visual inspections, including nightly inspections of buildings, parking lots, campus lighting and grounds to ensure compliance with safety standards.

This report was presented for information and discussion. No action was required.

**QUARTERLY REPORT OF PURCHASES – CU**

The Board of Regents' policy governing the buying and selling of goods and services states that:

I. Purchases and/or acquisition of goods and services over $250,000 must be submitted to the Board for prior approval; and

II. Purchase obligations between $50,000 and $250,000 must be reported quarterly to the Board as an information item. Sole source procurements in this category must also be reported and identified as such.

The quarterly report for II is below.

Quarterly Report of Purchases
July 1, 2008 through September 31, 2008

| Item | Description | Campus-Department | Vendor | Award Amount | Explanation/ Justification |
|---|---|---|---|---|---|
| | | PURCHASE OBLIGATIONS FROM $50,000 TO $250,000 | | | |
| 1 | Data & Voice Wiring | CETES II | Telco Supply | $52,843.00 | Facility Upgrade |
| 2 | Cisco PoE Switches | ITS | Chickasaw Telecom | $63,407.30 | Scheduled Replacement & Upgrade |
| 3 | Bandwidth Increase & Software License Renewal | ITS | Blackboard Inc. | $79,260.00 | Equipment Upgrade |
| 4 | Audio/Video Conferencing Equipment | CETES II | Ford Audio Video | $99,843.93 | Facility Upgrade |
| 5 | Replace Aggie Gym Vestibule | Athletics | Bordwine Develop. | $115,000.00 | Facility Upgrade |
| 6 | Subscriptions | Library Services | Ebsco Subscription | $69,700.00 | Renewal |

| | | | | | |
|---|---|---|---|---|---|
| 7 | Subscriptions | Library | Amigos Library Services | $50,000.00 | Renewal |
| 8 | Computers | Liberal Arts | Dell Marketing LP | $185,430.96 | Replacements & Upgrades |

SOLE SOURCE PROCUREMENTS IN EXCESS OF $50,000

| | | | | | |
|---|---|---|---|---|---|
| 1 | Mac Pro Zoem | Art Dept. | Apple Computer | $55,874.00 | Equipment Replacement & Upgrade |

This report was for information only. No action was required.

**QUARTERLY FINANCIAL ANALYSIS - CU**

Being reported this month is the Quarterly Financial Analysis for the quarter ended September 30, 2008. The following comments are submitted for your consideration. Detailed schedules are attached hereto as Exhibit B.

ALL FUNDS: CAMERON UNIVERSITY

SCHEDULE 1 CU: STATEMENT OF REVENUES AND EXPENDITURES – EDUCATION AND GENERAL PART I – UNRESTRICTED

1. Revenues – Revenues of $11.9 million comprising 31.2% of the budget are reported. At the same quarter last fiscal year, there were revenues of $11.1 million, comprising 29.8% of the budget.

2. Expenditures – Expenditures of $8.1 million comprising 20.7% of the budget are reported. Comparable figures for the prior year show expenditures of $7.6 million, representing 20.2% of the budget.

SCHEDULE 2 CU: STATEMENT OF REVENUES AND EXPENDITURES – EDUCATION AND GENERAL PART II – RESTRICTED

1. Revenues – Revenues of $3.9 million representing 44.9% of the budget are reported. Prior year revenues for the same period were $3.6 million, representing 45.6% of the budget.

2. Expenditures – Expenditures of $4.7 million comprising 54.9% of the budget are reported. This is comparable to the prior year's expenditures of $3.8 million at 48.2% of the budget.

SCHEDULE 3 CU: STATEMENT OF REVENUE AND EXPENDITURES – AUXILIARY ENTERPRISES

1. Revenues – Revenues for Auxiliary Enterprises are at anticipated levels.

2. Expenditures – Expenditures for Auxiliary Enterprises are at anticipated levels.

SCHEDULE 4 CU: DISCRETIONARY RESERVES

Discretionary reserves represent that portion of the university's resources that are not currently budgeted for expenditure or are otherwise held for specific future uses. As such, resources of this nature are available to fund future capital projects, operating needs and/or unforeseen contingencies for any lawful purpose of the university.

E & G PART I

The E&G Part I discretionary reserves were $5,695,429 on September 30, 2008.

E & G PART II

The E&G Part II discretionary reserves were $280,754on September 30, 2008.

AUXILIARY ENTERPRISES

Student Activities reserves were $389,052 at September 30, 2008. Student Activities working capital requirements are $327,272 leaving discretionary reserves of $61,780.

Miscellaneous Auxiliary reserves were $4,077,949 at September 30, 2008. Miscellaneous Auxiliary working capital requirements are $3,651,778 leaving Miscellaneous Auxiliary discretionary reserves of $426,171.

Student Facility reserves were $1,458,494 at September 30, 2008. Student Facility working capital and other commitment requirements are $440,263 leaving Student Facility discretionary reserves of $1,018,231.

PLANT FUNDS

Section 13, Section 13 Offset and New College Funds currently have a balance of $736,290.

This report was presented for information and discussion. No action was required.

## ROGERS STATE UNIVERSITY

### REPORT OF THE PRESIDENT OF THE UNIVERSITY

President Rice handed out copies of his report and then mentioned several highlights. Enrollment for spring compared to a year ago is up about three percent, not only in headcount but also in credit hours. For the first time, the University participated in a campus-wide United Way campaign and actually exceeded their goal. This is just one way the University is trying to participate in more community activities. The Athletic Department received the NAIA Champions of Character Institutional Award, because of their involvement in community activities including Hope for the Cure and mentoring boys and girls. The men's basketball team is ranked 15$^{th}$ in the nation and is undefeated at this point in the season. The administration has also had some fundraising success, including a $500,000 pledge by Karen and Barry Lowe that the University matches in $50,000 increments. The President and other administrators have hosted members of foundations on campus to let them see the facilities and gauge their interest in the University. When

President Boren was in Claremore to speak to the School Foundation he was kind enough to come early and speak to the President's Leadership Class and Honors students. He closed his report by reminding the Regents of the Centennial clock dedication and Centennial kick-off that are scheduled for December 4.

**SUBSTANTIVE PROGRAM CHANGES – RSU**

The Oklahoma State Regents for Higher Education require that all substantive changes in degree programs be presented to the institution's governing board for approval before being forwarded to the State Regents for consideration. The changes in the academic programs presented below have been approved by the appropriate faculty, academic unit and dean, the Curriculum Committee, the Academic Council, and the Vice President of Academic Affairs. The change is being submitted to the Board of Regents for approval prior to submission to the State Regents.

1. PROGRAM: Bachelor of Science in Business Administration

   Addition of new option: Manufacturing Management

   28 hours total required for completion.

   PROPOSED COURSES:

   CAD 2114 Computer Graphics I
   ACCT 3133 Cost Accounting
   MGMT 4413 Quantitative Methods
   MFMG 3033 Project Management
   MFMG 3043 Enterprise Resource Planning Systems
   MKTG 4223 Supply Chain Management
   MFMG 4013 Quality Management
   MFMG 4023 Seminar in Manufacturing Management
   MFMG 4033 Manufacturing Strategy

   COMMENTS: Based on department, Curriculum Committee, and Academic Council recommendation.

2. PROGRAM: Bachelor of Science in Business Administration

   Addition of new option: Forensic Accounting

   30 hours total required for completion.

   PROPOSED COURSES:

   ACCT 3113 Intermediate Accounting I
   ACCT 3123 Intermediate Accounting II
   ACCT 3133 Cost Accounting
   ACCT 3143 Individual Income Tax Accounting
   ACCT 3243 Accounting Information Systems
   ACCT 4313 Auditing
   ACCT 4333 Fraud Investigations

ACCT 4343 Fraud Examination
ACCT 4353 Criminology and Ethics
ACCT 4363 Legal Elements of Fraud

COMMENTS: Based on department, Curriculum Committee, and Academic Council recommendation.

President Rice recommended the Board of Regents approve the proposed changes in the Rogers State University academic program.

Regent Wade moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

**NURSING FACULTY DRUG TESTING POLICY – RSU**

The purpose of the policy is to maintain a safe environment for patients, employees and healthcare professionals. As part of this responsibility, it is imperative to identify healthcare professionals that may be suffering from impairment and offer assistance in locating appropriate treatment options.

Health care providers are entrusted with the health, safety, and welfare of patients; have access to confidential and sensitive information; and operate in settings that require the exercise of good judgment and ethical behavior. Thus, an assessment of a Healthcare Professional's suitability to function in a clinical setting while supervising students is imperative to promote the highest level of integrity in health care services.

Clinical facilities are increasingly required by the accreditation agency Joint Commission on Accreditation of Healthcare Organizations (JCAHO), to provide a drug screening for security purposes on individuals who supervise care, render treatment, and provide services within the facility.

Additional rationales include (a) meeting the contractual obligations contained in affiliation agreements between the University and various health care facilities; (b) performing due diligence and competency assessment of all individuals who may have contact with patients and/or research participants; (c) ensuring uniform compliance with JCAHO standards and agency regulations pertaining to human resource management; and (d) meeting the public demands of greater diligence in light of the national reports on deaths resulting from medical malpractice and medical errors.

The policy is attached hereto as Exhibit C.

President Rice recommended the Board of Regents approve a Drug Screening policy for Rogers State University nursing faculty who teach programs with clinical rotations at health care facilities that now require drug screening for the program(s) as a condition of the facility's educational affiliation agreement with the University.

Regent Bell moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

**EMPLOYEE STIPEND PLAN– RSU**

President Rice recommends each full-time employee (not including himself or vice presidents) hired prior to July 1, 2008 receive a one-time stipend in the amount of $450.00. The stipends will be distributed during the month of December.

In the Fiscal Year 2009 Budget presented to the Regents in June 2008, the University planned and budgeted funds for such a plan from reserves.

The recommended stipend including costs of benefits total $154,844, of which $128,200 is E&G Funds.

A listing of faculty and staff recommended for the stipend is attached hereto as Exhibit D.

President Rice recommended the Board of Regents approve the Rogers State University faculty and staff stipend plan as submitted.

Regent Clark moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

**EARLY REDEMPTION OF REVENUE BONDS – RSU**

In June, 1995, the Board of Regents of Rogers State College (on behalf of Rogers State College), now Rogers State University, issued Student Facility Revenue Bonds Series 1995, in the amount of $1,575,000.

As of December 1, 2008, the outstanding balance on these revenue bonds is $295,000. Maturity dates are: $145,000 due on June 1, 2009, and $150,000 due on June 1, 2010.

Interest accrues at 6.0% for the 2009 maturity, and 6.1% for the 2010 maturity.

Net cash on hand available to redeem the bonds are as follows:

| | |
|---|---|
| From the collection of Student Facility Fees prior to 10/01/07 | $ 164,324 |
| Held by the Trustee Bank in reserve | 157,500 |
| Total | $ 321,824 |

Amounts required to redeem facility revenue bonds:

| | |
|---|---|
| Outstanding Principle | $ 295,000 |
| Accrued Interest through 12/17/08 (estimated) | 831 |
| Trustee Fees (prorated through 12/17/08) | 438 |
| Total | $ 296,269 |
| Residual | $ 25,555 |

Considering the availability of funds and the negative margin between investment earnings and bond interest rates, it is recommended that the Board approve the early redemption of these revenue bonds, in accordance with bond covenants.

President Rice recommended the Board of Regents grant approval for the early redemption of outstanding revenue bond indebtedness.

Regent Wade moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

**ACCEPTANCE OF EQUESTRIAN CENTER CARETAKER HOME GIFT – RSU**

The Board of Regents' policy requires the Board to approve accepting gifts of real estate away from the campus when they are needed for University programs.

Dr. Rice recommends the Board of Regents approve the acceptance of the Caretaker's house at the Equestrian Center.

President Rice recommended the Board of Regents accept the property of the Caretaker's house at the Equestrian Center donated to the University by the Rogers State University Foundation and authorize the President or his designee to sign all necessary documents to accept the donation from the Foundation.

Regent Weitzenhoffer moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

**403(b) DEFINED CONTRIBUTION PLAN - RSU**

New Internal Revenue Service (IRS) regulations require a sponsor of a 403(b) Defined Contribution Plan to have a formal plan document that describes the key characteristics of the plan, and impose certain reporting and disclosure requirements on vendors who offer investment options to participants of the plan. The University sponsors a voluntary 403(b) Defined Contribution Plan whose assets are a blend of employer and employee contributions. The attached plan document meets the new IRS requirements, which will become effective January 1, 2009. The 403(b) plan may be amended in the future as needed to add new plan features, such as loans or hardship withdrawals. The Plan document is attached hereto as Exhibit E.

President Rice recommended the Board of Regents approve the University's 403(b) Defined Contribution Plan document and authorize the President or his designee to make any necessary vendor approvals/removals and implement the provisions of that document.

Regent Bell moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

**AMENDMENT OF QUALIFIED DEFINED BENEFIT RETIREMENT PLAN**

Recent changes in law, Treasury Regulations and Internal Revenue Service guidance require amendment of the qualified defined benefit retirement plans sponsored by Rogers State University, so that they can continue to comply with applicable law and can be filed with the

Internal Revenue Service for favorable determination letters. These new requirements include applicable provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 and the Final Treasury Regulations under Section 415 of the Internal Revenue Code of 1986, as amended. The University's defined benefit retirement plans currently are operated in accordance with such laws and the amendments are required in order to maintain compliance with such laws. These amendments do not change the cost to the University or the level of benefits provided under the retirement plans.

President Rice recommended the Board of Regents approve amendments to the qualified defined benefit retirement plans sponsored by Rogers State University and authorize the President or his designee to implement the provisions of those plans.

Regent Weitzenhoffer moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

**ACADEMIC AND ADMINISTRATIVE PERSONNEL ACTIONS – RSU**

APPOINTMENT(S):

Ashlock, Reanne, Temporary Instructor of Psychology, semester rate of $15,000 for 5 months ($3,000 per month) effective January 5, 2009.

M.S., Oklahoma State University
B.S., Rogers State University
Last Position: Adjunct Instructor, Rogers State University

Carmet, Thomas, Professor of Business, O.D. Mayor Endowed Chair, annualized rate of $82,000 for 10 months ($8,200.00 per month) effective January 1, 2009.

Ph.D., Oklahoma State University
M.B.A., Oklahoma State University
B.S., Northeastern State University
Last Position: Professor of Marketing, Bacone College, Muskogee, Oklahoma

CHANGE(S):

Ashlock, Reanne, Adjunct Instructor, Psychology, increase teaching load from nine hours to 10.5 hours for fall semester, 2008. Emergency approval granted by Chairman Stuart on October 24, 2008.

Kyrylov, Vadym, Ph.D., Associate Professor of Applied Technology, given additional title as Sarkeys Endowed Chair, salary changed from annualized rate of $83,200 for 10 months ($8,300.00 per month), to annualized rate of $89,200 for 10 months ($8,920.00), effective January 1, 2009.

RETIREMENT(S):

Jagel, Martha, Assistant Professor, Department of Business, Effective January 1, 2009

President Rice recommended the Board of Regents approve the academic and administrative personnel actions listed above and the ratification of approval by Chairman Jon R. Stuart on October 24, 2008 pertaining to the adjunct instructor position.

Regent Weitzenhoffer moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

**LITIGATION – RSU**

This item was included in the agenda for the purpose of meeting with General Counsel in executive session for a report on pending and possible litigation. No executive session was held, and there was no report

**ACADEMIC CALENDAR 2009-2010 - RSU**
**EMERGENCY OPERATIONS PLAN ANNUAL REPORT - RSU**

The listed items were identified, by the administration, in each agenda item as "For Information Only." Although no action was required, the opportunity to discuss or consider any of them individually was provided.

**ACADEMIC CALENDAR 2009-2010 - RSU**

The Oklahoma State Regents for Higher Education authorize the President to approve the institution's academic calendar each year. The calendar is then submitted to the State Regents by January 1 prior to the summer semester to which the proposed calendar applies. The attached academic calendar is for information only and will be submitted to the State Regents.

ACADEMIC CALENDAR FOR 2009-2010

Summer Session (2009):

| | |
|---|---|
| Semester begins (first day of classes) | June 2, 2009 |
| Please list dates of all holidays and breaks | |
| INDEPENDENCE DAY | July 3, 2009 |
| | |
| | |
| | |
| Semester ends (including final exams) | July 28, 2009 |
| Commencement date (graduation ceremony) | |

Fall Semester (Fall 2009):

| | |
|---|---|
| Semester begins (first day of classes) | August 13, 2009 |
| Please list dates of all holidays and breaks | |
| LABOR DAY | September 7, 2009 |
| FALL BREAK | October 15-16, 2009 |
| THANKSGIVING | November 25-27, 2009 |
| Semester ends (including final exams) | December 11, 2009 |
| Commencement date (graduation ceremony) | |

Second Semester (Spring 2010):

| | |
|---|---|
| Semester begins (first day of classes) | January 11, 2010 |
| Please list dates of all holidays and breaks | ____________ |
| SPRING BREAK | March 15-19, 2010 |
| | ____________ |
| Semester ends (including final exams) | May 7, 2010 |
| Commencement date (graduation ceremony) | May 8, 2010 |

Intersession (classes that meet between regularly scheduled semesters or that meet between spring semester and summer session or between summer session and fall semester):

| | Summer 2009 | Fall 2009 | Spring 2010 |
|---|---|---|---|
| Intersession begins | May 11, 2009 | __________ | December 14-18, 2009 |
| Intersession ends (including final exams) | May 22, 2009 | __________ | January 4-8 2010 |

This item was reported for information only. No action was required.

## EMERGENCY OPERATIONS PLAN ANNUAL REPORT - RSU

Pursuant to the authority contained in the Oklahoma Emergency Management Act of 2003, O.S. 63, Section 683 through 683.24, the head of each designated department and agency shall take the necessary actions to implement the Emergency Operations Plan by developing written internal procedures that detail support required by the plan and shall be prepared to put the plan into action. As required by the statutes, institutions of higher education shall make annual reports to the Board of Regents detailing the status of emergency preparedness.

Emergency planning and response will be an evolutionary process adapting to the nature of the emergency at hand. The intent of the Emergency Plan is to define basic procedures as a guideline for response personnel. The University hopes to minimize the impacts of emergencies and to maximize the effectiveness of the campus community through increased coordination and preparedness. When responding to and recovering from major emergencies and catastrophic occurrences, a plan will provide an organizational structure for the continuity of campus operations in pursuit of the University's academic mission.

Response to and recovery from emergencies will be conducted within the framework of the Rogers State University Emergency Operations Plan and the Rogers State University Campus Emergency Plan. The Rogers State University Emergency Operations Plan is designed to provide effective coordination of University and community resources to protect life, preserve property, and stabilize incidents. The plan lays the foundation for the University's response to emergencies, to include: prolonged power outages, extreme weather conditions, fires, hazardous materials incidents, large scale events, and protest actions. The Rogers State University Campus Emergency Plan contains information procedures addressing building damage, fire, emergency evacuation of persons with limited mobility, gas leaks, persons stranded in elevator, injury reporting, bomb threat, chemical and biological spills, severe weather, and violence in the workplace.

As required by the statutes, institutions of higher education shall make annual reports to the Board of Regents detailing the status of emergency preparedness.

A current copy is on file in the Board of Regents' office.

This report was presented for information and discussion. No action was required.

## THE UNIVERSITY OF OKLAHOMA

### REPORT OF THE PRESIDENT OF THE UNIVERSITY

President Boren began his report by announcing that Chairman Jon Stuart and his wife, Dee Dee, have made a $3 million lead gift from the Stuart Family Foundation for the expansion of the Fred Jones Jr. Museum of Art. The new wing will be on top of the older building of the Museum and will provide the Adkins Gallery to house the Eugene Adkins Collection. The University partnered with the Philbrook Museum in Tulsa to win the competition to keep this collection in Oklahoma. Regent Stuart was one of the people who most effectively advocated for the University in this competition. The project will be built using some one-time capital funds that the University has that will be matched by a vigorous private campaign. Given the current economic questions, this project would simply not have been possible without this generous lead gift by the Stuarts. The new 1800 square foot wing will ultimately be named the Stuart Wing in recognition of their efforts. To conclude his report, the President then referenced two personnel changes—one, to remove the word "Interim" from the title of the General Counsel, Anil Gollahalli; and two, to promote Daniel Pullin to the position of Vice President of Technology Development and Business Development.

### PROFESSIONAL SERVICE AGREEMENTS – HSC

The University of Oklahoma Health Sciences Center (OUHSC) receives revenue from a variety of sources. One such source is third-party vendors who pay the University in return for providing professional services. The following is a list of contracts with outside vendors for professional services performed by OUHSC faculty.

Renewal – HCA Health Services of Oklahoma, Inc., dba OU Medical Center

Locum Tenens Anesthesia MDs will be scheduled by the Chairman of the Department of Anesthesia based on availability. OUHSC will prepare and require administrative and business records and reports related to the Anesthesiology service. OUHSC received the agreement on September 24, 2008, and signed it on September 24, 2008.

Increase – HCA Health Services of Oklahoma, Inc., dba OU Medical Center
An amendment to increase the agreement reported to the Regents in June 2008. Increases the agreement by $1,363,840 annually. Amendment received on September 15, 2008, and signed on September 15, 2008.

Increase – HCA Health Services of Oklahoma, Inc., dba OU Medical Center

An amendment to increase the agreement reported to the Regents in September 2007. Increases the agreement by $223,550 for the current budget period. Amendment received on September 23, 2008, and signed on September 23, 2008.

President Boren recommended that the Board of Regents approve the professional service agreements for The University of Oklahoma Health Sciences Center as listed.

Renewal – HCA Health Services of Oklahoma, Inc. $1,069,800/yr
dba OU Medical Center
College of Medicine/Anesthesiology
Term of Agreement 10/01/08 to 09/30/11
Professional Service Agreement

Increase – HCA Health Services of Oklahoma, Inc. $1,363,840/yr
dba OU Medical Center
College of Medicine/Anesthesiology
Term of Agreement 06/01/08 to 05/31/11
Professional Service Agreement

Increase – HCA Health Services of Oklahoma, Inc. $223,550
dba OU Medical Center
College of Medicine
Term of Agreement 10/01/07 to 09/30/09
Professional Service Agreement

Regent Weitzenhoffer moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

**DENTAL EQUIPMENT FOR OU CHILDREN'S PHYSICIANS BUILDING– HSC**

The new OU Children's Physicians Building is scheduled for completion in the spring of 2009. The free-standing, pediatric multi-specialty physicians' building is the first of its kind in the State of Oklahoma, and will greatly improve the facilities available to Oklahoma's children and their families. The new state-of-the-art medical office facility will provide a centralized location for out-patient care offices for more than 100 pediatric physician specialists, as well as other OU Physicians, scientists, and staff involved in pediatric health care.

The OU Children's Physicians scheduled to relocate to the new building will require new equipment to establish the dental clinic. The acquisition includes sterilization and imaging equipment, operatory equipment, and dental chairs.

In response to a competitive solicitation, the following bids were received:

| | |
|---|---|
| KAB Dental | Sterling Heights, Michigan |
| Patterson Dental | St. Paul, Minnesota |

The evaluation committee comprised the following individuals:

Rebecca King-Rackley, D.D.S., Director, OU Children's Physicians Dental Clinic
Barbara Mapstone, Interim Executive Director, OU Children's Physicians
Tamra Tatum, Buyer, Purchasing
Ashley Tyler, Administrative Coordinator, OU Physicians

The evaluation criteria were: company reputation, local representation, product quality, experience, and price.

The results of the evaluation were as follows:

(Scoring 1-30, 30 being highest)

| Vendor | Met Specifications | Product Quality | Pricing | Total Score | Cost |
|---|---|---|---|---|---|
| KAB Dental | 15 | 3 | 28 | 46 | $201,800 |
| Patterson Dental | 30 | 30 | 18 | 78 | $284,834 |

The evaluation team determined that an award to Patterson Dental, of St. Paul, Minnesota, the best value bidder, met all requirements of the RFP and represents best value to the University. Despite the higher cost, the team concluded the product quality, company stability, and local support offered a more complete understanding of the RFP and included all the specifications and deliverables crucial to providing quality patient care.

Funding has been identified and is available within the OU Physicians operating budget and subsequent reimbursement by a grant from the University Hospitals Authority and Trust.

President Boren recommended the Board of Regents authorize the President or his designee to issue a purchase order in the amount of $284,834 to Patterson Dental, of St. Paul, Minnesota, the best value bidder, for the acquisition of dental equipment for the OU Children's Physicians Building.

Regent Wade moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

## UPGRADE OF COLLEGE OF DENTISTRY BUILDING ELEVATORS– HSC

The elevators located in the College of Dentistry building were installed in 1976, and are in need of updating. This upgrade project will renovate and modernize four elevators for more efficient and dependable service. The project includes new motors, pulleys, and cables and upgrades the operating system to meet 2008 codes and ADA compliance.

In response to a competitive solicitation, the following bids were received:

| | |
|---|---|
| American Elevator Co. | Oklahoma City |
| Otis Elevator Company | Oklahoma City |
| Texas Independent Elevator Company LLC | Garland, Texas |
| ThyssenKrupp Elevators | Oklahoma City |

An evaluation team comprised the following individuals:

Mike Dunn, Assistant Director of Operations, Work Control, Site Support
Mark Keesee, Senior Buyer, Purchasing
David Kinter, Assistant Director of Operations, Special Projects, Site Support
Pete Ray, Assistant Director of Operations, Environmental Systems, Site Support

The evaluation criteria were meeting specifications and cost.

The results of the evaluation were as follows:

| Supplier | Met Specifications | Cost |
|---|---|---|
| Texas Independent Elevator Co. LLC | Yes | $321,642 |
| American Elevator Co. | Yes | $345,479 |
| Otis Elevator Co. | Yes | $457,287 |
| ThyssenKruppElevators | Yes | $551,127 |

The evaluation team determined an award to Texas Independent Elevator Company LLC, of Garland, Texas, the low bidder, met the specifications of the RFP and represents best value to the University.

Funding has been identified, is available and set aside within the Site Support operating budget.

President Boren recommended the Board of Regents authorize the President or his designee to issue a purchase order in the amount of $321,642 to Texas Independent Elevator Company LLC, of Garland, Texas, the low bidder, to upgrade four elevators at the College of Dentistry Building, Health Sciences Campus.

Regent Clark moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

**PARKING PERMIT RATES – HSC**

This increase will ensure that funds are available for needed repairs as well as maintaining and operating the aging parking structures on campus.

This would be the first increase since 2006 and follows a pattern of increases about every three years.

The proposed increased rates are as follows:

| Category | Current Rate | Proposed Rate |
|---|---|---|
| HSC Students | $100.00 per semester | $108.00 per semester |
| Employees – Non-reserved | $20.00 per month | $22.00 per month |
| Reserved Area | N/A | $50.00 per month |
| Reserved Space | $50.00 per month | $65.00 per month |
| Daily Rate: | $ 2.00 | $ 3.00 |
| Weekly Rate: | $ 5.00 | $10.00 |

President Boren recommended the Board of Regents approve parking rates for the Health Sciences Center Campus effective January 1, 2009, as detailed below.

Regent Bell moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

**REROOF OF GEORGE NIGH REHABILITATION INSTITUTE BUILDING – HSC**

The roof of the George Nigh Rehabilitation Institute (GNRI) building in Okmulgee is original to the structure since it was built in 1987. The condition of the roof has deteriorated to the extent a complete reroof is now required. Numerous repairs have been made over the years to patch leaks as they occurred but a more effective and durable solution is necessary to avoid disruption of patient care and potential damage to furniture and equipment located in the building.

In response to a competitive solicitation, the following bids were received:

| | |
|---|---|
| Aduddell Roofing, Inc. | Oklahoma City |
| Décor Construction Inc. | Tulsa |
| Hi-Tech Systems, Inc. | Sand Springs |
| Standard Roofing Company, Inc. | Oklahoma City |

The evaluation committee comprised the following individuals:

Gerald Brinlee, Architect, Architectural and Engineering Services
Djogan Djogan, Business Manager, George Nigh Rehabilitation Institute
Mark Keesee, Senior Buyer, Purchasing
Gala McBee, Administrator, George Nigh Rehabilitation Institute

The evaluation criteria were: meeting specifications, and cost.

The results of the evaluation were as follows:

| Supplier | Met Specifications | Cost |
|---|---|---|
| Standard Roofing Co. Inc. | Yes | $303,800 |
| Aduddell Roofing, Inc. | Yes | $306,092 |
| Hi-Tech Systems Inc. | Yes | $317,733 |
| Décor Construction Inc. | Yes | $382,090 |

The evaluation team determined Standard Roofing Company, Inc., of Oklahoma City, the low bidder, met all requirements of the RFP and represents best value to the University.

Funding has been identified, is available, and is budgeted within University funds.

President Boren recommended the Board of Regents authorize the President or his designee to issue a purchase order in the amount of $303,800, to Standard Roofing Company, Inc, of Oklahoma City, the low bidder, for reroof of the George Nigh Rehabilitation Institute building in Okmulgee.

Regent Clark moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

**ACADEMIC CALENDAR 2009-10 – ALL**
**EMERGENCY RESPONSE PLAN ANNUAL REPORT – ALL**
**NONSUBSTANTIVE PROGRAM CHANGES – NC**
**CURRICULUM CHANGES – NC**
**NETWORK AND FIBER CABLE INSTALLATION SERVICES – NC**
**PREFERRED SUPPLIER FOR SYMANTEC SOFTWARE, PRODUCTS AND MAINTENANCE – NC**
**ON-CALL ARCHITECTS AND ENGINEERS QUARTERLY REPORT – ALL**
**ON-CALL CONSTRUCTION-RELATED SERVICES QUARTERLY REPORT – NC & HSC**
**QUARTERLY REPORT OF PURCHASES – ALL**
**REGENTS' FUND QUARTERLY FINANCIAL REPORT**
**QUARTERLY FINANCIAL ANALYSIS – ALL**

The listed items were identified, by the administration, in each agenda item as "For Information Only." Although no action was required, the opportunity to discuss or consider any of them individually was provided.

**ACADEMIC CALENDAR 2009-10 – ALL**

The Oklahoma State Regents for Higher Education authorize the President to approve the institution's academic calendar each year. The calendar is then submitted to the State Regents by January 1 prior to the summer semester to which the proposed calendar applies. The academic calendars are attached hereto as Exhibit F, are for information only and will be submitted to the State Regents.

This item was reported for information only. No action was required.

**EMERGENCY RESPONSE PLAN ANNUAL REPORT – ALL**

Pursuant to the authority contained in the Oklahoma Emergency Management Act of 2003, O.S. 63, Section 681 through 683.24, the head of each designated department and agency shall take necessary actions to implement the Emergency Operations Plan by developing written internal procedures that detail support required by the plan and shall be prepared to put the plan into action. Section 681 also requires institutions of higher learning to make an annual report to its Board of Regents "detailing the status of emergency preparedness and identified safety needs."

Emergency planning and response is an evolutionary process adapting to the nature of the emergency at hand. The intent of The University of Oklahoma Emergency Response Plan is to set out a foundation from which the University's emergency response may evolve and an organization that may direct its evolution.

Response to and recovery from emergencies will be conducted within the framework of The University of Oklahoma Emergency Response Plan. The plan is designed to provide effective coordination of University and community resources to protect life and property during and after emergencies. The plan lays the foundation for the University's response to emergencies. These emergencies may include prolonged power outages, extreme weather, fires, hazardous materials incidents, large-scale events, and protest actions.

Through coordination and preparedness, the University hopes to minimize the impacts of emergencies and to maximize the effectiveness of the campus community in responding to and recovering from major emergencies and catastrophic occurrences. Importantly, the plan provides an organizational structure for the continuity of campus operations in pursuit of the University's academic mission. The Emergency Response Plan is updated every six months.

This report was presented for information and discussion. No action was required.

## NONSUBSTANTIVE PROGRAM CHANGES – NC

The Oklahoma State Regents for Higher Education confer upon each institution the authority to approve modifications that are nonsubstantive but require the changes to be communicated to them for information only. The program modifications itemized in the attached list have been approved by the appropriate faculty, academic units and deans, the Academic Programs Council, and the Senior Vice President and Provost. They are being forwarded to the Board of Regents for information only.

Non-Substantive Program Change
Approved by Academic Programs Council, October 1, 2008
Change in Program Requirements

COLLEGE OF ARTS AND SCIENCES

<u>Sociology, M.A. (RPC 213, MC 2208M):</u>

Course requirement change. Remove 4000-level courses as options in both thesis and non-thesis program options. The total number of credit hours required for the degree does not change.

<u>Reason for Request:</u>

These changes make stated requirements consistent with current practices in the Department.

<u>Sociology, Ph.D. (RPC 213, MC 2208R):</u>

Course requirement change. Increase number of hours of dissertation credit from 18 to 24 hours. The total number of credit hours required for the degree does not change.

<u>Reason for Request:</u>

Students complete more dissertation work than is represented by 18 hours.

COLLEGE OF EDUCATION

Instructional Leadership & Academic Curriculum, Ph.D. (RPC 064, MC 0829R)

Course requirement change. Add a required course in curriculum and in cultural diversity, delete list of approved courses and require approval of doctoral committee and Graduate Liaison. The total number of credit hours required for the degree does not change.

Reason for Request:

The changes will allow more flexibility in choosing research courses to meet the students' needs, and will provide a common core for all Ph.D. students. Additionally, the changes will also simplify the procedure for Graduate College to recognize new courses that have been approved by faculty to fulfill requirements, and to make newly approved courses available to students in a timely manner.

Non-Substantive Program Change
Approved by Academic Programs Council, November 5, 2008
Change in Program Requirements

PRICE COLLEGE OF BUSINESS

Accounting, Bachelor of Business Administration (RPC 003, MC 0502A):

Course requirement changes. Reduce upper-division business electives from 3 to 0 credit hours, and increase upper-division electives from 15 to 18 with no more than 12 credit hours taken in Price College and no more than 3 credit hours in Accounting. Total credit hours required for the degree will not change.

Reason for Request:

Price College is dedicated to the preparation of future business leaders and scholars. Their preparation should include a substantial non-business course component. According to the College's accrediting body, the Association to Advance Collegiate Schools of Business (AACSB International), business curricula should include courses which enhance communication skills, ethical and multicultural understanding, reasoning, analytical and reflective thinking skills. By requiring courses outside Price College, students will be exposed to these components in a setting which will broaden their world view and enhance their overall collegiate experience. The changes requested will send a clear message to business majors that the college views the breadth of one's education as vital.

Finance, Bachelor of Business Administration (RPC 081, MC 0504A):

Program requirement changes. Of the eight credit hours in upper-division electives, no more than two credit hours may be taken in Price College and none in Finance. Total credit hours required for the degree will not change.

Reason for Request:

Price College is dedicated to the preparation of future business leaders and scholars. Their preparation should include a substantial non-business course component. According to the College's accrediting body, the Association to Advance Collegiate Schools of Business (AACSB International), business curricula should include courses which enhance communication skills, ethical and multicultural understanding, reasoning, analytical and reflective thinking skills. By requiring courses outside Price College, students will be exposed to these components in a setting which will broaden their world view and enhance their overall collegiate experience. The changes requested will send a clear message to business majors that the college views the breadth of one's education as vital.

Management and Human Resources, Bachelor of Business Administration (RPC 168, MC 0506F, 0506G, 0506H, 0515A):

Course and program requirement changes. Reduce upper-division Business electives from 3 to 0 hours; increase upper-division electives from 12 to 15 credit hours with no more than 9 credit hours taken in Price College and none in Management. Total credit hours required for the degree will not change.

Reason for Request:

Price College is dedicated to the preparation of future business leaders and scholars. Their preparation should include a substantial non-business course component. According to the College's accrediting body, the Association to Advance Collegiate Schools of Business (AACSB International), business curricula should include courses which enhance communication skills, ethical and multicultural understanding, reasoning, analytical and reflective thinking skills. By requiring courses outside Price College, students will be exposed to these components in a setting which will broaden their world view and enhance their overall collegiate experience. The changes requested will send a clear message to business majors that the college views the breadth of one's education as vital.

Management Information Systems, Bachelor of Business Administration (RPC 262, MC 0506D):

Program requirement changes. Reduce upper-division Business electives from 3 to 0 hours; increase upper-division electives from 14 to 17 credit hours with no more than 11 credit hours taken in Price College and no more than 3 credit hours taken in Management Information Systems. Total credit hours required for the degree will not change.

Reason for Request:

Price College is dedicated to the preparation of future business leaders and scholars. Their preparation should include a substantial non-business course component. According to the College's accrediting body, the Association to Advance Collegiate Schools of Business (AACSB International), business curricula should include courses which enhance communication skills, ethical and multicultural understanding, reasoning, analytical and reflective thinking skills. By requiring courses outside Price College, students will be exposed to these components in a setting which will broaden their world view and enhance their overall collegiate experience. The changes requested will send a clear message to business majors that the college views the breadth of one's education as vital.

Marketing/Supply Chain Management, Bachelor of Business Administration (RPC 152, MC 0509A, 0509C):

Program requirement changes. Reduce upper-division Business electives from 3 to 0 hours; increase upper-division electives from 12 to 15 credit hours with no more than 9 credit hours taken in Price College and none in Marketing. Total credit hours required for the degree will not change.

Reason for Request:

Price College is dedicated to the preparation of future business leaders and scholars. Their preparation should include a substantial non-business course component. According to the College's accrediting body, the Association to Advance Collegiate Schools of Business (AACSB International), business curricula should include courses which enhance communication skills, ethical and multicultural understanding, reasoning, analytical and reflective thinking skills. By requiring courses outside Price College, students will be exposed to these components in a setting which will broaden their world view and enhance their overall collegiate experience. The changes requested will send a clear message to business majors that the college views the breadth of one's education as vital.

MEWBOURNE COLLEGE OF EARTH AND ENERGY

Natural Gas Engineering & Management, M.S. in Natural Gas Engineering & Management (RPC 344, MC 0907Q):

Course requirement change. Increase number of Thesis hours from four to six; reduce number of elective hours for thesis option from eight to six. Total number of credit hours required for the degree do not change.

Reason for Request:

This change will make the degree requirements for the Natural Gas Engineering & Management program consistent with the degree requirements for a Masters in Petroleum Engineering. The increase in thesis hours also puts more emphasis on research.

This was reported for information only. No action was required.

**CURRICULUM CHANGES – NC**

The Oklahoma State Regents for Higher Education confer upon each institution the authority to delete, modify and add courses. The course deletions, modifications, and additions itemized in the list attached hereto as Exhibit G have been approved by the appropriate faculty, academic units and deans, the Academic Programs Council, and the Senior Vice President and Provost. They are being forwarded to the Board of Regents for information only.

This was reported for information only. No action was required

**NETWORK AND FIBER CABLE INSTALLATION SERVICES – NC**

Board of Regents policies and procedures require that acquisition contracts that merely establish unit prices, availability and other terms and conditions but which are indefinite as to quantity and delivery must be reported to the Board of Regents if the cumulative orders against them are expected to exceed $250,000 annually.

In support of the University-wide network refresh program, the Information Technology (IT) department anticipates a five year project on the Norman campus to meet current and future demand. IT will implement multiple projects, including several new construction projects and the multi-year initiative to upgrade network infrastructure. Pursuant to these requirements IT will, from time to time, need to contract for the associated materials and services. This approach is more effective and economical than adding full-time staff.

The just-in-time contracts are based on a previous competitive solicitation and will be the third renewal of a five year contract. Contracts were awarded to multiple suppliers, to ensure the most competitive prices available and ability to meet emergency response timeframes. The IT department estimates expenditures for FY09 at $750,000. The recommended contracts for renewal are listed below:

| | |
|---|---|
| American Telephone and Telegraph (AT&T) | Oklahoma City |
| Betts Telecom Oklahoma, Inc. | Oklahoma City |
| Dane and Associates Electric Company | Oklahoma City |
| Direct Communications, Inc. | Bixby |
| Maestro Computer and Cable Service, Inc. | Oklahoma City |
| Sequoyah Communications, Inc. | Edmond |
| Shawver and Son, Inc. | Oklahoma City |
| Telco Supply Company | Sulphur |
| Trans-Tel Central, Inc. | Norman |

Funding will be identified on a project by project basis.

This item was for information only. No action was required.

**PREFERRED SUPPLIER FOR SYMANTEC SOFTWARE, PRODUCTS AND MAINTENANCE – NC**

Board of Regents' policies and procedures require that acquisition contracts that merely establish unit pricing, availability and other terms and conditions but which are indefinite as to quantity and delivery must be reported to the Board of Regents if the cumulative orders against them are expected to exceed $250,000 annually.

This item reports the anticipated activity for a Symantec brand technology supplier contract for related software, products, and ongoing maintenance support for fiscal year 2009 is estimated to be $500,000. The preferred supplier contract is awarded to support the Information Technology department on an as-needed basis by securing discounted pricing for future solution expansion and upgrades to support the security and maintenance of University technology systems.

The contract is based on a previous competitive solicitation and will be the second renewal of the existing five year contract at equivalent pricing and discounts.

The recommended renewal of the preferred provider contract to Lumenate Inc. of Oklahoma City represents best value to the University.

Funding has been identified, is available and budgeted within the IT operating account.

This item is presented for information only. No action is required.

**ON-CALL ARCHITECTS AND ENGINEERS QUARTERLY REPORT – ALL**

In May 2004, the Board authorized a group of architectural and engineering firms to provide professional services required for small projects.

The work completed during the first quarter of fiscal year 2009 by on-call architectural and engineering firms is summarized below.

| Firm Name | Date Initiated | Work Performed | Fee |
|---|---|---|---|
| For the Norman Campus: | | | |
| Cardinal Engineering, Inc. Oklahoma City | September 23, 2008 | Topographic Survey (Jimmie Austin OU Golf Course) | $ 7,500 |
| For the Health Sciences Center, Oklahoma City: | | | |
| Kirkpatrick Forest Curtis Oklahoma City | July 9, 2008 | Structural Engineering Evaluation (Williams Pavilion, Gynecology-Oncology Filing System) | 813 |
| Smith Roberts Baldischwiler Oklahoma City | January 23, 2008 | Topographic and Design Survey (Entrance/Exit Drive to VA Parking Lot) | 5,000 |
| For the Schusterman Center and Sheridan Campus, Tulsa: | | | |
| McFarland Davies Architects Tulsa | February 1, 2008 | Schematic Design (Schusterman Ctr-1, Center for Student Life Renovation) | 25,127 |

CUMULATIVE TOTAL PROFESSIONAL FEES FOR WORK COMPLETED BY ON-CALLS THROUGH THE FIRST QUARTER OF FISCAL YEAR 2008-2009

For the Norman Campus:

| Firm Name | Total Fees |
|---|---|
| Cardinal Engineering, Inc. | $ 7,500 |
| Total, Norman Campus | 7,500 |

For the Health Sciences Center, Oklahoma City:

| Firm Name | Total Fees |
|---|---|
| Kirkpatrick Forest Curtis | 813 |
| Smith Roberts Baldischwiler | 5,000 |
| Total, Health Sciences Center, Oklahoma City | 5,813 |

For the Schusterman Center and Sheridan Campus, Tulsa:

| Firm Name | Total Fees |
|---|---|
| McFarland Davies Architects | 25,127 |
| Total, Schusterman Center and Sheridan Campus, Tulsa | 25,127 |
| Total, All Campuses | $38,440 |

This report was for information only. No action was required.

**ON-CALL CONSTRUCTION-RELATED SERVICES QUARTERLY REPORT – NC & HSC**

In March 2006, the Board of Regents authorized the administration to award a contract to Warden Construction of Jacksonville, Florida, for on-call construction-related services for the Norman and Health Sciences Center campuses. It was indicated that the administration would provide a quarterly report to the Board for all work completed, as well as seek prior Board approval for any project with an estimated cost of $250,000 or greater.

Work completed during the first quarter of fiscal year 2008/09 is summarized below.

| Building/Location | Project Description | Cost of Work |
|---|---|---|
| For the Norman Campus: | | |
| Oklahoma Memorial Union | Provide mechanical and electrical upgrades for the first floor | $84,461 |
| Gaylord Family Memorial Stadium | Install three new camera baskets | 83,386 |
| Howard McCasland Field House | Install new concession stand millwork | 13,977 |

For the Health Sciences Center:

No activity for First Quarter of FY 2008/09.

This was reported for information only. No action was required.

**QUARTERLY REPORT OF PURCHASES – ALL**

The Board of Regents policy governing the buying and selling of goods and services states that:

I. Purchases and/or acquisition of goods and services over $250,000 must be submitted to the Board for prior approval; and

II. Purchase obligations between $50,000 and $250,000 must be reported quarterly to the Board as an information item. Sole source procurements in this category must also be reported and identified as such.

The quarterly report for II above is attached hereto as Exhibit H.

This report was for information only. No action was required.

## REGENTS' FUND QUARTERLY FINANCIAL REPORT

This summary report is provided in accordance with University of Oklahoma Board of Regents policy. It highlights all of the financial activity within the Regents' Fund during the three months ended September 30, 2008. Detailed charts and graphs are attached hereto as Exhibit I.

REGENTS' FUND
QUARTERLY FINANCIAL REPORT
September 30, 2008
EXECUTIVE SUMMARY

Highlights from the Regents' Fund Quarterly Financial Report for the three months ended September 30, 2008 are presented below for information only.

ALL FUNDS

- As of September 30, 2008, the Regents' Fund consisted of 218 individual funds with a combined net market value of approximately $118.4 million, a $2.8 million (2.4%) increase from June 30, 2008.

CONSOLIDATED INVESTMENT FUND (CIF)

- Cash and investments held by the CIF at September 30, 2008, had a market value of approximately $73.5 million, a $5.2 million (6.6%) decrease from June 30, 2008. Of the $73.5 million, $2.7 million was held locally for working capital purposes, and $70.8 million was managed by Adams Hall Asset Management LLC, Investment Management Fiduciary.
- During the three months ended September 30, 2008, the CIF realized a total return of -9.5%, which trailed the blended benchmark of -7.6% by 190 basis points.
- During the year ended September 30, 2008, the CIF realized a total return of -16.3%, which trailed the blended benchmark of -14.9% by 140 basis points.

SHORT-TERM INVESTMENT FUND (STIF)

- Cash and investments held by the STIF at September 30, 2008, had a market value of approximately $42.3 million, a $6.5 million (18.1%) increase from June 30, 2008.
- During the three months ended September 30, 2008, the STIF realized a total return of 1.0%, which exceeded the 91-day Treasury Bill rate of 0.7% by 30 basis points.

- During the year ended September 30, 2008, the STIF realized a total return of 4.5%, which exceeded the 91-day Treasury Bill rate of 2.5% by 200 basis points.

This item was presented for information only. No action was required.

## QUARTERLY FINANCIAL ANALYSIS – ALL

By request of the Board of Regents, the Quarterly Financial Analysis for the three months ended September 30, 2008 is presented. The detailed information upon which the following Executive Summary is based was distributed separately to the Regents prior to the December meeting and is attached hereto as Exhibit J.

QUARTERLY FINANCIAL ANALYSIS
For the three months ended September 30, 2008
EXECUTIVE SUMMARY

Highlights from the Quarterly Financial Analysis (QFA) for the three months ended September 30, 2008 are presented below for information only. For more detailed information, see the QFA report that was provided separately to the Regents prior to the December meeting.

ALL FUNDS, COMBINED

- Total available revenues of $430.2 million exceeded expenditures of $391.6 million resulting in a net increase of $38.6 million.

NORMAN CAMPUS

- Total available revenues of $249.3 million exceeded expenditures of $212.2 million, resulting in a net increase of $37.1 million.
- Education and General revenues of $146.5 million exceeded expenditures of $110.9 million, resulting in a net increase of $35.6 million.
- Auxiliary enterprise revenues of $37.7 million trailed expenditures of $39.6 million, resulting in a net decrease of $1.9 million.
- Service unit revenues of $23.8 million exceeded expenditures of $22.5 million, resulting in a net increase of $1.3 million.
- Regents' Fund revenues of $4.1 million exceeded expenditures of $1.3 million, resulting in a net increase of $2.8 million.
- All Other revenues of $12.5 million exceeded expenditures of $11.9 million, resulting in a net increase of $600,000.

HEALTH SCIENCES CENTER

- Total available revenues of $180.9 million exceeded expenditures of $179.3 million, resulting in a net increase of $1.6 million.
- Education and General revenues of $53.4 million exceeded expenditures of $45.5 million, resulting in a net increase of $7.9 million.

- Auxiliary enterprise revenues of $2.7 million exceeded expenditures of $2.4 million, resulting in a net increase of $300,000.
- Service unit revenues of $9.7 million trailed expenditures of $10.4 million, resulting in a net decrease of $700,000.
- Professional Practice Plan (PPP) revenues of $72.4 million trailed expenditures of $78.9 million, resulting in a net decrease of $6.5 million.
- All Other revenues of $8.6 million trailed expenditures of $9.1 million, resulting in a net decrease of $500,000.

This item was presented for information only. No action was required.

**PROPOSALS, CONTRACTS, AND GRANTS**

In accord with Regents' policy, a list of awards and/or modifications in excess of $250,000 or that establish or make policy for the University, or that otherwise involve a substantial or significant service to be performed by the University are shown on the following pages. Comparative data for fiscal years 2005 through 2009 and current month and year-to-date, are shown on the graphs and tables attached hereto as Exhibit K.

The Provision of Goods and Services policy provides that new contracts and grants in excess of $250,000 must be referred to the Board of Regents for ratification. In addition, in the event a contract, grant, document, or arrangement involved would establish or make policy for the University, or would otherwise involve a substantial or significant service to be performed by the University, that contract, arrangement, or document shall be referred to the Board of Regents for approval.

| | FY08 Total Expenditures | | FY08 Year-to-Date Expenditures | FY09 Year-to-Date Expenditures |
|---|---|---|---|---|
| UNIVERSITY OF OKLAHOMA | $281,959,128 | | $69,477,954 | $78,301,683 |
| NORMAN CAMPUS | $169,227,114 | | $40,675,200 | $47,639,412 |
| HEALTH SCIENCES CENTER | $112,732,014 | | $28,802,754 | $30,662,271 |

President Boren recommended that the Board of Regents ratify the awards and/or modifications for July, August and September 2008 submitted with this Agenda Item.

Regent Bell moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

**WEITZENHOFFER FAMILY COLLEGE OF FINE ARTS DEAN SEARCH COMMITTEE - NC**

Rich Taylor has been serving as Interim Dean in the Weitzenhoffer Family College of Fine Arts (CFA) since August 1, 2008. The President and Provost have deliberated and decided that it is time to conduct a search for the permanent dean and that the fiscally prudent decision is to conduct an internal search from among the fine arts faculty. Pursuant to Regents' policy, Rich Taylor was granted the right to be a candidate for the Deanship when he was appointed the interim dean.

Regents' policy regarding search committees for Deans provides that the committee shall have faculty, student and staff representation. The President of the University shall appoint faculty, student and staff members from nominations forwarded by the faculty of the CFA, by the Faculty Senate, and the Staff Senate.

From among those nominees, the President recommends those listed below to serve on the search committee for Dean of the Weitzenhoffer Family College of Fine Arts:

<u>Chair:</u>
Nancy L. Mergler, Senior Vice President & Provost

<u>Co-Chair:</u>
Chuck Thompson, BoV member, CFA

<u>Fine Arts Faculty:</u>
Barbara Fast, Associate Professor, School of Music
Roland Barrett, Associate Professor, School of Music
Andrew Strout, Professor, School of Art and Art History
Rena Cook, Associate Professor, School of Drama
Vincent Leseney, Assistant Professor, Weitzenhoffer Department of Musical Theatre

<u>Faculty Senate:</u>
Abimbola Asojo, Associate Professor, Division of Interior Design

<u>Staff Senate:</u>
Rhonda Moore, Managerial Associate I, School of Dance

<u>Students:</u>
Sarah Burnham, Senior Drama major from Richardson, Texas
Leslie John Flanagan, Graduate student in Music from Glasgow, UK

President Boren recommended the Board of Regents approve the appointment of the members of the Weitzenhoffer Family College of Fine Arts Dean Search Committee.

Regent Weitzenhoffer moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

**CHANGE THE NAME OF THE WEITZENHOFFER DEPARTMENT OF MUSICAL THEATRE TO THE WEITZENHOFFER SCHOOL OF MUSICAL THEATRE**

The Weitzenhoffer Department of Musical Theatre was created as an academic unit with the College of Fine Arts in 2001; prior to that time Musical Theatre was a joint venture among the Schools of Drama, Music and Dance without its own budget, staff or faculty. The Department has stabilized with its own faculty, staff, Chairman, Committee A structure, and it offers a Bachelor of Fine Arts in Musical Theatre degree and recruits its majors from the best high schools in the performing arts across the country.

Traditionally within universities, those academic units with more professional oriented degree programs are called Schools. In order to better reflect the professional nature of their degree and to parallel the structure of the other academic units within the Weitzenhoffer Family College of Fine Arts, the department now desires to be retitled as a School. Schools within the College have their own faculty, staff, and Committees A, and their academic administrator is called a Director, rather than a Chairman. Because the department will be searching for a new academic administrative chairman in the near future, the name change now will allow them to describe the search for a new Director rather than for a new Chairman.

This proposal has been approved by the faculty of the department, the Dean of the Weitzenhoffer Family College of Fine Arts and the Senior Vice President and Provost.

After approval by The University of Oklahoma Board of Regents, the request will be forwarded to the Oklahoma State Regents for Higher Education, for information only.

President Boren recommended the Board of Regents approve changing the name of the Weitzenhoffer Department of Musical Theatre to the Weitzenhoffer School of Musical Theatre.

Regent Wade moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

**FRED JONES JR. MUSEUM OF ART, EUGENE B. ADKINS GALLERY ADDITION - NC**

At the October 2007 meeting, the Board of Regents ranked Elliott + Associates Architects first among firms considered for providing professional architectural and engineering services for the Fred Jones Jr. Museum of Art, Eugene B. Adkins Gallery Addition project. A study of the feasibility of adding the gallery space to the existing Fred Jones Jr. Museum of Art was completed, and the project was approved by the Board at the May 2008 meeting in conjunction with the comprehensive Campus Master Plan of Capital Projects for the Norman Campus. In September 2008, the Board ranked Manhattan Construction Company first among firms considered to provide at-risk construction management services for the project.

The project will create space for the new Eugene B. Adkins Gallery and associated archive storage area on the second floor to display, store and curate Southwest and Native American works of art included in the Adkins Collection. The existing rooftop sculpture garden will be enclosed to create a new third floor gallery. Also, a major new staircase leading from the lower galleries into this new third-floor area will be constructed. In addition, it has been determined that the University plans to pursue the acquisition of another important collection of art works. As a result, the planned addition to the building will be sized to include a new mezzanine level containing approximately 4,000 gross square feet of space to display newly acquired art. Additional public restrooms and heating, ventilation and air conditioning system upgrades, including new air handlers to replace two existing ones that are nearly 40 years old, also will be included in the project. Drawings and proposed floor plans of the addition are attached hereto as Exhibit L.

A revised estimate of total project cost has been prepared in collaboration with the project architect. The total cost for the project now is estimated to be approximately $13,000,000. Funding for the project has been identified and will be provided from University discretionary reserves in the amount of $6,000,000 and from private sources in the amount of $7,000,000. It is anticipated that a recommendation for approval of a guaranteed maximum price for construction will be presented to the Board at the January 2009 meeting, with construction to commence shortly thereafter.

President Boren recommended the Board of Regents:

I. Approve the design development phase plans for the Fred Jones Jr. Museum of Art, Eugene B. Adkins Gallery Addition project and authorize preparation of construction documents; and

II. Approve a revised scope of work and budget of $13,000,000 for the project.

Regent Weitzenhoffer moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

**UTILITY PLANT #4 -NC**

At the October 2008 meeting, the Board approved a revised scope of work for the Utility Plant #4 project and a total project budget of $76,000,000. Utility Plant #4, to be located immediately north of the Huston Huffman Center, will provide chilled water, steam and electricity necessary for expanding campus facilities. At the December 2007 meeting, the Board ranked J. E. Dunn Construction Company first among firms considered to provide at-risk construction management services for the project.

J. E. Dunn Construction Company (the “CM”) and Jacobs Engineering Company Inc., the project architects, have organized the project construction sequence and prepared a master schedule for construction. Advanced orders for certain pieces of major equipment must be placed soon in order to be fabricated, delivered and incorporated into the project allowing for use during the 2010 cooling season. A guaranteed maximum price of $7,100,000 is proposed for the early acquisition of chillers, boilers and ancillary equipment. This price includes the cost of the acquisition; the cost of the CM’s direct project management services; the CM’s fee, bonds and project related insurance; and an owner’s contingency. At future meetings, the Board will be requested to approve additional iterations of the guaranteed maximum price to incorporate acquisition of cogeneration equipment, early site work, and ultimately the cost of all construction elements. It is anticipated that the Board will be requested to approve the design development phase plans in spring 2009.

Identified project funding includes $74,500,000 in general revenue bond proceeds and approximately $1,500,000 from the chilled water assessment to capital projects.

President Boren recommended the Board of Regents:

I. Approve a preliminary guaranteed maximum price of $7,100,000 for early acquisition by the Construction Manager of chillers, boilers and ancillary equipment for the new Utility Plant #4; and

II. Recognize and acknowledge that the University may fund certain costs of the above project prior to delivery of bond proceeds from its own funds, and, to the extent the University utilizes its own funds for said purposes, it is intended that General Revenue Bond proceeds will be utilized to reimburse the University.

Regent Dunning moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

**HEAT EXCHANGERS FOR STUDENT HOUSING RESIDENCE HALL IMPROVEMENTS – NC**

The Student Housing Residence Hall Improvements, Phase V project is currently underway. The Board of Regents approved a guaranteed maximum price of $25,000,000 for the project at the May 2007 meeting. As a part of this project, domestic water heaters with storage tanks will be removed and replaced with more efficient instantaneous type heat exchangers in Walker Center, Adams Center, and Couch Center. Oscar J. Boldt Construction, the project Construction Manager, has provided a cost of $345,761 for acquisition of this equipment.

MASTER LEASE-PURCHASE PROGRAM

The Oklahoma State Regents for Higher Education (OSRHE) implemented the Master Lease-Purchase program to facilitate for Oklahoma colleges and universities acquisitions of long-lived assets using the lease-purchase method. OSRHE submits funding requirements periodically through the State of Oklahoma Council of Bond Oversight and the Oklahoma Development Finance Authority, the conduit financing agency. Institutions fund the resulting debt service using current operating funds. The consolidation of multiple funding requests into a single debt issuance by the OSRHE greatly reduces the time and effort that would otherwise be required for an institution to finance the acquisition of a major capital asset. A Reimbursement Resolution by the Board is required in the event-because of timing-University funds must be used for the original acquisition, and reimbursement is needed from the lease proceeds. This Resolution constitutes a declaration of official intent as is required by the reimbursement regulations set forth in Regulation Section 1.150-2 of the Internal Revenue Code

Funding has been identified, is available and budgeted within the Student Housing Residence Hall Improvements project.

President Boren recommended the Board of Regents:

I. Authorize the President or his designee to submit the acquisition of domestic water heat exchangers required for the Student Housing Residence Hall Improvements, Phase V project for inclusion under the Oklahoma State Regents for Higher Education Master Lease-Purchase Program; and

II. Recognize and acknowledge that the University may fund certain costs of the above project prior to delivery of purchase proceeds from its own funds and, to the extent the University utilizes its own funds for said purposes, it is intended that proceeds of the Master Lease-Purchase Program will be utilized to reimburse the University.

Regent Dunning moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

**EASEMENTS FOR CITY OF NORMAN - NC**

The City of Norman's Robinson Street Grade Separation project will construct an underpass to allow motor vehicle traffic to cross the BNSF Railroad tracks at all times. At the present time, vehicles traveling east and west across the city, including emergency vehicles, are sometimes delayed while trains clear the crossing. A feasibility study for a grade separation between Robinson Street and the railroad tracks was conducted by the City, and a General Obligation Bond Issue to fund construction of the project was approved by Norman voters in March 2005. The project limits include certain parcels of property owned by the University. In order to construct the project, easements of various types need to be granted to the City of Norman. A map showing the location of the easements is attached hereto as Exhibit M.

The Board is requested to approve easements described as follows:

<u>Permanent Roadway, Drainage and Utilities Easement</u>:

Easement Request #12:
A strip, piece or parcel of land lying in the SW/4 of Section 19, Township 9 North, Range 2 West, I.M., Cleveland County, Oklahoma being further described by metes and bounds as follows;
Commencing at the Southwest corner of said SW/4;
Thence N 89°57'54"E along the South line of said SW/4 a distance of 1,764.79 feet;
Thence N 00°02'06"W a distance of 70.00 feet to the Point of Beginning;
Thence N 45°34'00"W a distance of 42.81 feet to a point on the present East right-of-way line of U.S. Highway 77 (Flood Avenue);
Thence N 01°04'55"W along said present East right-of-way line a distance of 40.02 feet;
Thence N 89°57'54"E parallel to the South line of said SW/4 a distance of 370.60 feet;
Thence S 27°42'58"E a distance of 79.05 feet to a point on the present North right-of-way line of Robinson Street;
Thence S 89°57'54"W parallel to said South line of the SW/4 along said present North right-of-way line a distance of 376.03 feet to the Point of Beginning;
Containing 0.614 acres, more or less.

Permanent Utility Easements:

Easement Request #12.2:
A strip, piece or parcel of land lying in the SW/4 of Section 19, Township 9 North, Range 2 West, I.M., Cleveland County, Oklahoma being further described by metes and bounds as follows;
Commencing at the Southwest corner of said SW/4;
Thence N 89°57’54”E along the South line of said SW/4 a distance of 1,764.79 feet;
Thence N 00°02’06”W a distance of 70.00 feet;
Thence N 45°34’00”W a distance of 42.81 feet to a point on the present East right-of-way line of U.S. Highway 77;
Thence N 01°04’55”W along said right-of-way line a distance of 40.02 feet to the Point of Beginning;
Thence continuing N01°04’55”W along said East right-of-way line a distance of 10.00 feet;
Thence N89°57’54”E parallel to said South line of the SW/4 a distance of 365.53 feet;
Thence S27°42’58”E a distance of 11.29 feet;
Thence S89°57’54”W parallel to said South line of the SW/4 a distance of 370.60 feet to the Point of Beginning;
Containing 0.085 acres, more or less.

Easement Request #11:
A strip, piece or parcel of land lying in the SW/4 of Section 19, Township 9 North, Range 2 West, I.M., Cleveland County, Oklahoma being further described by metes and bounds as follows;
Commencing at the Southwest corner of said SW/4;
Thence N 89°57’54”E along the South line of said SW/4 a distance of 1,381.99 feet;
Thence N 00°02’06”W a distance of 65.00 feet to the Point of Beginning;
Thence N 58°03’10”E a distance of 168.37 feet;
Thence N 89°57’54”E parallel to said South line of the SW/4 a distance of 78.32 feet to a point on the West line of the present U.S. 77 right-of-way;
Thence S 01°04’55”E along said West right-of-way line a distance of 15.00 feet;
Thence S 89°57’54”W parallel to said South line of the SW/4 a distance of 74.30 feet;
Thence S 58°03’10”W a distance of 140.00 feet to a point on the North line of the present Robinson Street right-of-way;
Thence S 89°57’54”W along said North right-of-way line a distance of 28.38 feet to the Point of Beginning;
Containing 0.079 acres, more or less.

Easement Request #12.3:
A strip, piece or parcel of land lying in the SW/4 of Section 19, Township 9 North, Range 2 West, I.M., Cleveland County, Oklahoma being further described by metes and bounds as follows;
Commencing at the Southwest corner of said SW/4;
Thence N 89°57’54”E along the South line of said SW/4 a distance of 1,864.29 feet;
Thence N 00°02’06”W a distance of 474.35 feet;
Thence S 28°50’34”E a distance of 5.00 feet to the Point of Beginning;
Thence N 61°09’26”E along the South line of a 5-foot-wide electric easement described in Book RB 2917, Page 1558, Cleveland County, OK, filed January 29, 1998, for a distance of 56.96 feet;
Thence S 27°42’58”E a distance of 5.00 feet;
Thence S 61°09’26”W a distance of 56.86 feet;
Thence N 28°50’34”W a distance of 5.00 feet to the Point of Beginning;
Containing 0.007 acres, more or less.

Temporary Construction Easements:

Easement Request #12.1:
A strip, piece or parcel of land lying in the SW/4 of Section 19, Township 9 North, Range 2 West, I.M., Cleveland County, Oklahoma being further described by the metes and bounds as follows;
Commencing at the Southwest corner of said SW/4;
Thence N 89°57’54”E along the South line of said SW/4 a distance of 1,764.79 feet;
Thence N 00°02’06”W a distance of 70.00 feet;
Thence N 45°34’00”W a distance of 42.81 feet to a point on the present East right-of-way line of U.S. Highway 77 (Flood Avenue);
Thence N 01°04’55”W along said East right-of-way line a distance of 40.02 feet to the Point of Beginning;
Thence continuing N 01°04’55”W along said East right-of-way line a distance of 159.62 feet;
Thence Northwesterly along said East right-of-way line on a curve to the left having a radius of 1,855.49 feet and a chord bearing and distance of N 04°03’46”W and 192.97 feet for an arc distance of 193.06 feet;
Thence N 82°57’23”E a distance of 15.00 feet;
Thence Southeasterly on a curve to the right having a radius of 1,870.49 feet and a chord bearing and distance of S 04°03’46”E and 194.53 feet for an arc length of 194.62 feet;
Thence S 01°04’55”E a distance of 99.89 feet;
Thence N 89°57’54”E parallel to said South line of the SW/4 a distance of 325.21 feet;
Thence S 27°42’58”E a distance of 67.76 feet;
Thence S 89°57’54”W parallel to said South line of the SW/4 a distance of 370.60 feet to the Point of Beginning;
Containing 0.591 acres, more or less.

Easement Request #11.1:
A strip, piece or parcel of land lying in the SW/4 of Section 19, Township 9 North, Range 2 West, I.M., Cleveland County, Oklahoma being further described by the metes and bounds as follows;
Commencing at the Southwest corner of said SW/4;
Thence N 89°57’54”E along the South line of said SW/4 a distance of 1,137.13 feet;
Thence N 00°02’06”W a distance of 70.00 feet to the Point of Beginning;
Thence N 71°08’43”E a distance of 480.48 feet;
Thence N 01°04’55”W a distance of 72.04 feet;
Thence Northwesterly on a curve to the left having a radius of 1,715.49 feet and a chord bearing and distance of N 02°21’35”W and 76.52 feet for an arc distance of 76.52 feet;
Thence N 85°15’51”E a distance of 10.00 feet to a point on the present west right-of-way line of U.S. Highway 77;
Thence Southeasterly along said right-of-way line on a curve to the right having a radius of 1,725.49 feet and a chord bearing and distance of S 02°21’47”E and 77.15 feet for an arc distance of 77.15 feet;
Thence S 01°04’55”E along said right-of-way line a distance of 202.25 feet;
Thence S 44°26’29”W a distance of 42.04 feet to a point on the present north right-of-way line of Robinson Street;
Thence S 89°57’54”W parallel to the South line of said SW/4 along said right-of-way line a distance of 193.23 feet;
Thence S 85°58’27”W along said right-of-way line a distance of 215.52 feet;
Thence N 55°53’57”W along said right-of-way line a distance of 35.64 feet to the Point of Beginning;
Containing 0.968 acres, more or less.

President Boren recommended the Board of Regents:

I. Approve the granting of the below described roadway, drainage, utility and temporary construction easements to the City of Norman for the purpose of constructing the Robinson Street railroad underpass; and

II. Authorize the President or his designee to execute the easement documents.

Regent Wade moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

**403(b) DEFINED CONTRIBUTION PLAN – ALL**

New Internal Revenue Service (IRS) regulations require a sponsor of a 403(b) Defined Contribution Plan to have a formal plan document that describes the key characteristics of the plan, and impose certain reporting and disclosure requirements on vendors who offer investment options to participants of the plan. The University sponsors a voluntary 403(b) Defined Contribution Plan whose assets come entirely from employee contributions. The attached plan document meets the new IRS requirements, which will become effective January 1, 2009. The 403(b) plan may be amended in the future as needed to add new plan features, such as loans or hardship withdrawals. Plan document is attached hereto as Exhibit N.

President Boren recommended the Board of Regents approve the University's 403(b) Defined Contribution Plan document and authorize the President or his designee to make any necessary vendor approvals/removals and to implement the provisions of that document.

Regent Bell moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

**AMENDMENT OF DEFINED CONTRIBUTION PLAN AND OPTIONAL RETIREMENT PLAN - ALL**

Recent changes in law and/or personnel practices require the amendment of the University's retirement plans in the following manner:

a. The plans have a three year vesting requirement. In some instances, physicians at the Health Sciences Center campus work for OU for two years and are then assigned to the Veteran's Administration (VA) Hospital for one or more years, and under this arrangement, may entirely leave the OU payroll and go on the VA payroll. They may return to OU employment at any time. Under the current plan language, those physicians would forfeit their vesting rights upon assignment to the VA Hospital, even though the University has assigned them there. The new language allows those physicians assigned to the VA hospital who are not yet vested in the plans a continuation of their vesting rights if they return to the OU payroll from VA Hospital employment.

b. Changes in law require a clarification of several types of compensation. The result of one of those changes is the University's ability to pay defined contribution retirement on military differential pay. Currently, if an OU employee is called to active duty in the military, and the military pay is below the current OU salary, OU pays that salary difference while the employee is on active duty. This amendment clarifies that OU will calculate defined contribution retirement on that military differential pay as well, effective January 1, 2009.

c. Another change in law allows qualified retirement plans, at the employer's discretion, to allow beneficiaries who have inherited fund balances to roll those funds over into an IRA. The language of the amendment allows this change.

Amendments reflecting the above changes are shown in the redline version of the Plan Document attached hereto as Exhibit O.

President Boren recommended the Board of Regents approve amendments to the University's defined contribution and optional retirement plans and authorize the President or his designee to implement the provisions of those plans.

Regent Clark moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

**AMENDMENT OF QUALIFIED DEFINED CONTRIBUTION RETIREMENT PLANS SPONSORED BY THE UNIVERSITY**

Recent changes in law, Treasury Regulations and Internal Revenue Service guidance require the amendment of the University's qualified defined contribution retirement plans so that they can continue to comply with applicable law and can be filed with the Internal Revenue Service for favorable determination letters. These new requirements include applicable provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 and the Final Treasury Regulations under Section 415 of the Internal Revenue Code of 1986, as amended. The University's defined contribution retirement plans are currently being operated in accordance with such laws and the amendments are required in order to maintain the compliance of such retirement plans with such laws. These amendments do not change the cost to the University or the level of benefits provided under the retirement plans.

President Boren recommended the Board of Regents approve amendments to the University's qualified defined contribution retirement plans and authorize the President or his designee to implement the provisions of those plans.

Regent Bell moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

**AMENDMENT OF QUALIFIED DEFINED BENEFIT RETIREMENT PLAN**

Recent changes in law, Treasury Regulations and Internal Revenue Service guidance require amendment of the qualified defined benefit retirement plan sponsored by the University, so that it can continue to comply with applicable law and can be filed with the Internal Revenue Service for favorable determination letters. These new requirements include applicable provisions of the Economic Growth and Tax Relief Reconciliation Act of 2001 and the Final Treasury Regulations under Section 415 of the Internal Revenue Code of 1986, as amended. The

University's defined benefit retirement plan currently is operated in accordance with such laws and the amendments are required in order to maintain compliance with such laws. These amendments do not change the cost to the University or the level of benefits provided under the retirement plans.

President Boren recommended the Board of Regents approve amendments to the qualified defined benefit retirement plan sponsored by The University of Oklahoma and authorize the President or his designee to implement the provisions of those plans.

Regent Bell moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

## POST-SEASON ATHLETIC CONTEST – NC

Arrangements necessary for the University's participation in a bowl game must be made prior to the next Regents' meeting; therefore, it is necessary to seek authorization for the President, the Athletic Director, or their designee to award purchase orders and sign contracts associated with the University's participation in a bowl game. Provisions outlined in Regents' policies regarding post-season athletic contests will be followed. Additionally, an agreement with the University of Oklahoma Foundation to advance bowl related expenses is required to facilitate the contracts, purchase orders and arrangements necessary for the University's participation in a post season bowl game.

President Boren recommended the Board of Regents:

I. Authorize the President, the Athletic Director, or their designee to award purchase orders and sign contracts associated with The University of Oklahoma's participation in a post-season bowl game; and

II. Authorize the President, the Athletic Director, or their designee to negotiate an agreement with The University of Oklahoma Foundation to advance bowl related expenses as required.

Regent Weitzenhoffer moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

## ACADEMIC PERSONNEL ACTIONS – ALL

Health Sciences Center:

LEAVE(S) OF ABSENCE:

Chu, Nancy, Associate Professor of Nursing, return from sabbatical leave of absence with pay, January 1, 2009.

Hotze, Eileen Mary, Assistant Professor of Research, Department of Microbiology and Immunology, medical leave of absence with pay, October 9, 2008 through January 6, 2009.

Johnson, Kathleen G., Assistant Professor of Rehabilitation Sciences, medical leave of absence with pay, October 2, 2008 through January 1, 2009.

Rianthavorn, Pornpimol, Clinical Assistant Professor of Pediatrics, leave of absence without pay, October 15, 2008 through February 1, 2009.

Tompkins, John F., Associate Professor of Orthopedic Surgery and Rehabilitation, return from military leave of absence with pay, November 1, 2008 through June 30, 2009.

NEW APPOINTMENT(S):

Dhanasekaran, Danny N., Ph.D., Professor of Medicine and The Samuel Roberts Noble Foundation Chair in Cancer Research, annualized rate of $250,000 for 12 months ($20,833.33 per month), March 1, 2009 through June 30, 2009. New tenure track appointment.

Farley, Jamie, Pharm.D., Clinical Assistant Professor of Pharmacy Clinical and Administrative Sciences, annualized rate of $17,640 for 12 months ($1,470.00 per month), 0.20 time, October 9, 2008 through June 30, 2009.

Freeman, Jennifer, M.D., Assistant Professor of Pediatrics, Tulsa, annualized rate of $76,000 for 12 months ($6,333.33 per month), October 1, 2008 through June 30, 2009. New consecutive term appointment.

Hawkins, David, Pharm.D., Clinical Associate Professor of Pharmacy Clinical and Administrative Sciences, annualized rate of $50,000 for 12 months ($4,166.67 per month), 0.50 time, October 30, 2008 through June 30, 2009.

Hennigan, Heather D., Instructor in Dermatology, annualized rate of $65,000 for 12 months ($5,416.67 per month), October 1, 2008 through June 30, 2009.

Janknecht, Ralf, Ph.D., Associate Professor of Cell Biology, annualized rate of $110,000 for 12 months ($9,166.67 per month), January 2, 2009 through June 30, 2009. New tenure track appointment.

Mather, Keith D., M.D., Clinical Assistant Professor of Pediatrics, Tulsa, annualized rate of $50,000 for 12 months ($4,166.67 per month), 0.25 time, October 20, 2008 through June 30, 2009.

Molloy, Allen Rogers, M.D., Associate Professor of Radiological Sciences, annualized rate of $70,000 for 12 months ($5,833.33 per month), November 1, 2008 through June 30, 2009. New consecutive term appointment.

Thomas, Stephen Hodges, M.D., Professor and Chair of Emergency Medicine, Tulsa, and The George Kaiser Family Foundation Chair in Emergency Medicine; annualized rate of $150,000 for 12 months ($12,500.00 per month), ~~January 1, 2009~~ *December 30, 2008* through June 30, 2009. New tenure track appointment.

Thompson, A. Heather, M.D., Clinical Assistant Professor of Pediatrics, Tulsa, annualized rate of $53,200 for 12 months ($4,333.33 per month), 0.70 time, October 1, 2008 through June 30, 2009.

Zhao, Jinying, M.D., Ph.D., Associate Professor of Biostatistics and Epidemiology, annualized rate of $105,000 for 12 months ($8,750.00 per month), January 1, 2009 through June 30, 2009. New tenure track appointment.

CHANGE(S):

Balachova, Tatiana, title changed from Associate Professor to Associate Professor of Research, Department of Pediatrics, salary changed from annualized rate of $70,956 for 12 months ($5,913.02 per month) to annualized rate of $81,000 for 12 months ($6,750.00 per month), July 1, 2008 through June 30, 2009. Correction to FY09 Budget – departmental calculation error and incorrect title.

Buschman, Jason A., Clinical Assistant Professor of Oral and Maxillofacial Surgery, salary changed from annualized rate of $12,000 for 10 months ($1,200.00 per month), 0.10 time, to annualized rate of $24,000 for 10 months ($2,400.00 per month), 0.20, November 1, 2008 through June 30, 2009. Change in FTE.

Doerman, Alan L., Clinical Professor of Psychiatry and Behavioral Sciences, salary changed from annualized rate of $90,918 for 12 months ($7,576.50 per month) to without remuneration, October 20, 2008 through June 30, 2009.

Emerson, Amy N., Clinical Assistant Professor of Pediatrics, Tulsa, salary changed from annualized rate of $56,000 for 12 months ($4,666.67 per month), 0.70 time, to annualized rate of $32,000 for 12 months ($2,666.67 per month), 0.40 time, October 13, 2008 through June 30, 2009. Change in FTE.

Forni, Patricia, Professor of Nursing, given additional title Dean Emeritus, College of Nursing, December 31, 2008.

Greenfield, Ronald Alan, Professor of Medicine, Director of HIV Services, Section of Infectious Diseases, and Adjunct Professor of Biostatistics and Epidemiology; title Chief of Infectious Diseases Section, deleted, July 1, 2008.

Kendrick, David C., Clinical Associate Professor of Internal Medicine, Tulsa, and Clinical Associate Professor of Pediatrics, Tulsa; given additional title The George Kaiser Family Foundation Chair in Community Medicine, January 1, 2009.

Krishnan, Sowmya, title changed from Resident to Clinical Assistant Professor of Pediatrics, salary changed from annualized rate of $51,025 for 12 months ($4,382.83 per month) to annualized rate of $39,000 for 12 months ($3,250.00 per month), 0.60 time, October 15, 2008 through June 30, 2009.

Lock, Thomas, Associate Professor of Pediatrics, salary changed from annualized rate of $82,769 for 12 months ($6,897.42 per month) to annualized rate of $85,225 for 12 months ($7,102.06 per month), July 1, 2008 through June 30, 2009. Correction to FY09 budget – change in faculty compensation plan.

Maqbool, Feroz, Assistant Professor of Radiological Sciences and Section Chief, VIR; changing from tenure track appointment to consecutive term appointment, October 23, 2008.

O'Hare, Ciaran M., Assistant Professor of Surgery, changing from tenure track appointment to consecutive term appointment, October 1, 2008.

Palmer, Anthony, Clinical Associate Professor of Pharmacy Clinical and Administrative Sciences, Tulsa, given additional title Coordinator, OU-TACH Pharmacy Services; salary changed from annualized rate of $93,062 for 12 months ($7,755.21 per month) to annualized rate of $95,562 for 12 months ($7,963.54 per month), November 1, 2008 through June 30, 2009. Includes an administrative supplement of $2,500 while serving as Coordinator, OU-TACH Pharmacy Services.

Ray, Carolyn Anita, title changed from Clinical Associate Professor to Associate Professor of Dental Hygiene, annualized rate of $61,691 for 12 months ($5,140.92 per month), October 1, 2008 through June 30, 2009. Changing to consecutive term appointment.

Swisher, Lisa, Clinical Assistant Professor of Pediatrics, salary changed from annualized rate of $56,368 for 12 months ($4,697.30 per month), 0.76 time, to annualized rate of $60,076 for 12 months ($5,006.34 per month), 0.81 time, July 1, 2008 through June 30, 2009; salary changed from annualized rate of $60,076 for 12 months ($5,006.34 per month), 0.81 time, to annualized rate of $63,784 for 12 months ($5,315.37 per month), 0.86 time, October 1, 2008 through June 30, 2009. Correction to FY09 Budget – change in FTE.

Trotter, Timothy H., Assistant Professor of Surgery, changing from tenure track appointment to consecutive term appointment, October 1, 2008.

Willis, Diane J., Adjunct Professor, Center for American Indian Health Research, College of Public Health, salary changed from annualized rate of $8,000 for 12 months ($666.67 per month), 0.05 time, to annualized rate of $5,000 for 12 months ($416.67 per month), 0.03 time, August 1, 2008 through June 30, 2009. Change in grant funding.

RESIGNATION(S) AND/OR TERMINATION(S):

Borissova, Irina, Assistant Professor of Anesthesiology, October 3, 2008. Personal reasons.

Mann, Christopher Darin, Assistant Professor of Family Medicine, Tulsa, October 16, 2008.

Naylor, Mark Franklin, Associate Professor of Dermatology, Tulsa, Associate Professor of Internal Medicine, Tulsa, and Clinical Associate Professor of Surgery, Tulsa, October 14, 2008. Moving to out of state.

Stark, Jennifer, Assistant Professor of Pharmacy Clinical and Administrative Sciences, February 28, 2009. Moving out of state.

RETIREMENT(S):

Glore, Stephen Ray, Interim Associate Dean for Research, Department of Nutritional Sciences, Associate Professor of Nutritional Sciences, and Adjunct Associate Professor of Allied Health Sciences, December 31, 2008. Named Professor Emeritus of Nutritional Sciences.

Morse, Robert Michael, Professor and Chair of Family Medicine, Tulsa, given title Clinical Professor of Family Medicine, Tulsa, October 3, 2008.

<u>Norman Campus:</u>

LEAVE(S) OF ABSENCE:

Jacobs, Jaclyn L., Lecturer of English, leave of absence with pay, September 26, 2008 through November 14, 2008; leave of absence without pay, November 15, 2008.

Rashed, Tarek M., Assistant Professor of Geography, family and medical leave of absence, September 1, 2008; salary changed from annualized rate of $64,044 for 9 months ($7,116.00 per month) to annualized rate of $6,404 for 9 months ($711.60 per month), November 1, 2008.

NEW APPOINTMENT(S):

Baines, Lawrence A., Ph.D., Associate Professor and Chair of the Department of Instructional Leadership and Academic Curriculum, annualized rate of $110,000 for 12 months ($9,166.66 per month), July 1, 2009. New tenured academic administrator.

Roebuck-Spencer, Tresa M., Ph.D., Research Associate, Psychology, annualized rate of $88,000 for 12 months ($7,333.33 per month), 0.80 time, October 27, 2008.

REAPPOINTMENT(S):

Genova, Pamela A., David Ross Boyd Professor of Modern Languages, Literatures, and Linguistics, and Edith Gaylord Harper Presidential Professor, reappointed to a four-year term as Chair of the Department of Modern Languages, Literatures, and Linguistics, salary remains at annualized rate of $123,256 for 12 months ($10,271.37 per month), July 1, 2009 through June 30, 2013.

Griswold, Robert L., Professor of History, Hudson Family Professor of History, Brian and Sandra O'Brien Presidential Professor, and Professor of Women's Studies, reappointed to a four-year term as Chair of the Department of History, salary remains at annualized rate of $148,824 for 12 months ($12,401.98 per month), July 1, 2009 through June 30, 2013.

Howard, Christopher B., reappointed to a four-year renewable term as Vice President for Strategic and Leadership Initiatives, Associate Professor of Honors, Director of Honors College Leadership Center, and President's Associates Presidential Professor, salary remains at annualized rate of $199,353 for 9 months ($22,150.38 per month), August 16, 2008 through May 15, 2012.

Pfau, Michael W., Professor of Communication, reappointed to a four-year term as Chair of the Department of Communication, salary remains at annualized rate of $156,914 for 12 months ($13,076.17 per month), July 1, 2009 through June 30, 2013.

Uno, Gordon E., David Ross Boyd Professor of Botany and Microbiology, reappointed to a four-year term as Chair of the Department of Botany and Microbiology, salary remains at annualized rate of $118,860 for 12 months ($9,904.97 per month), July 1, 2009 through June 30, 2013.

CHANGE(S):

Callaghan, Amy V., Research Scientist, Botany and Microbiology, salary changed from annualized rate of $58,178 for 12 months ($4,848.17 per month) to annualized rate of $70,000 for 12 months ($5,833.33 per month), November 1, 2008.

Duncan, Kathleen E., Research Assistant Professor of Botany and Microbiology and of the Energy Center, salary changed from annualized rate of $23,660 for 12 months ($1,971.67 per month), 0.60 time, to annualized rate of $30,000 for 12 months ($2,500.00 per month), 0.65 time, December 1, 2008. Paid from grant funds; subject to availability of funds.

Edwards, Beverly J., Lecturer of Educational Leadership and Policy Studies at Tulsa, salary changed from annualized rate of $72,100 for 12 months ($6,008.33 per month) to annualized rate of $73,542 for 12 months ($6,128.50 per month), October 1, 2008.

Grunsted, Michelle L., Lecturer of Marketing and Supply Chain Management, annualized rate of $65,971 for 9 months ($7,330.11 per month), additional stipend of $1,651 for duties as Director of the Integrated Business Core, September 1, 2008 through April 30, 2009. Correction to October 2008 agenda.

Hardre, Patricia L., Associate Professor of Educational Psychology, given additional title Associate Dean, College of Education, salary changed from annualized rate of $57,443 for 9 months ($6,382.56 per month) to annualized rate of $82,591 for 12 months ($6,882.58 per month), January 1, 2009. Changing from 9-month faculty to 12-month academic administrator. Salary includes $6,000 administrative stipend while serving as Associate Dean.

Houser, Neil O., Professor of Instructional Leadership and Academic Curriculum, annualized rate of $65,733 for 9 months ($7,303.65 per month), additional stipend of $4,000 for increased teaching duties in the Department of Instructional Leadership and Academic Curriculum, August 16, 2008 through December 31, 2008.

Lovett, John R., Director of Special Collections and Curator [Librarian III], Western History Collections, given additional title Adjunct Professor of Library and Information Studies, salary remains at annualized rate of $80,000 for 12 months ($6,666.67 per month), December 1, 2008.

Magruder, Kerry V., Assistant Professor of Bibliography, title changed from Librarian to Curator of History of Science Collections, salary remains at annualized rate of $50,844 for 12 months ($4,236.98 per month), January 1, 2009.

Riggs, Wayne D., Associate Professor of Philosophy, annualized rate of $56,733 for 9 months ($6,303.64 per month), additional stipend of $3,000 for serving as Acting Chair of the Department of Philosophy, January 1, 2009 through June 30, 2009.

Rodgers, Deborah B., Associate Professor of Instructional Leadership and Academic Curriculum, delete title Associate Dean, College of Education, salary changed from annualized rate of $86,422 for 12 months ($7,201.87 per month) to annualized rate of $64,817 for 9 months ($7,201.87 per month), January 1, 2009. Changing from 12-month academic administrator to 9-month faculty appointment.

Severini, Horst, Research Scientist, Physics and Astronomy, salary changed from annualized rate of $67,500 for 12 months ($5,625.00 per month) to annualized rate of $69,000 for 12 months ($5,750.00 per month), November 1, 2008.

Spears, Bruce R., Research Associate, Petroleum and Geological Engineering, salary changed from annualized rate of $59,812 for 12 months ($4,984.33 per month), 0.75 time, to annualized rate of $61,008 for 12 months ($5,084.01 per month), 0.75 time, October 1, 2008. Paid from grant funds; subject to availability of funds.

RETIREMENT(S):

Hatlelid, Carl M., Research Associate, Engineering Dean, November 1, 2008.

McMillen, Kenneth D., Assistant Professor of Journalism and Mass Communication, July 1, 2008. Correction to September 2008 agenda.

Ogilvie, Marilyn B., Professor of Bibliography and Curator, History of Science Collections, January 1, 2009.

President Boren recommended the Board of Regents approve the academic personnel actions shown above.

Regent Wade moved approval of the recommendation as amended. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

## ADMINISTRATIVE AND PROFESSIONAL PERSONNEL ACTIONS -- ALL

Health Sciences Center:

APPOINTMENT(S):

Bishop, Alicia Lucille, Claims Manager, OU Physicians, College of Medicine, annualized rate of $77,500 for 12 months ($6,458.33 per month), December 1, 2008. Administrative Staff.

Clark, Neil Alvin, Director of Information Technology, Office of the Dean, College of Dentistry, annualized rate of $89,500 for 12 months ($7,458.33 per month), October 31, 2008. Managerial Staff.

REAPPOINTMENT(S):

Kilby, Pamela Sue, Risk Manager, OU Physicians, College of Medicine, annualized rate $70,000 for 12 months ($5,833.33 per month), November 17, 2008. Professional Nonfaculty.

CHANGE(S):

Beagles, Tammy Kay, title changed from Employee Health Record Project Manager, CMT Medical Informatics, College of Medicine-Tulsa, to Medical Informatics Project Manager, CMT Medical Informatics, College of Medicine-Tulsa, salary changed from an annualized rate of $69,628 for 12 months ($5,802.34 per month) to an annualized rate of $76,524 for 12 months ($6,377.00 per month), October 1, 2008. Managerial Staff. Promotion.

Boss, Evynn Victoria, Nurse Practitioner, Pediatrics, College of Medicine, salary changed from an annualized rate of $52,000 for 12 months ($4,333.33 per month) to an annualized rate of $65,000 for 12 months ($5,416.67 per month), October 2, 2008. Professional Nonfaculty. Reclassification.

Britton, Kelle D., title changed from Clinician Registered Nurse, Pediatrics, College of Medicine, to Clinical Nurse Specialist, Pediatrics, College of Medicine, salary changed from an annualized rate of $62,000 for 12 months ($5,166.67 per month) to an annualized rate of $70,000 for 12 months ($5,833.34 per month), November 1, 2008. Professional Nonfaculty. Promotion.

Dhaenens, James Mason, title changed from Steam & Chilled Water Plant Manager, Site Support, Administration and Finance, to Assistant Director, Steam & Chilled Water Plant, Site Support, Administration and Finance, salary changed from an annualized rate of $77,044 for 12 months ($6,420.34 per month) to an annualized rate of $82,000 for 12 months ($6,833.33 per month), January 1, 2009. Managerial Staff. Promotion.

Fitzgerald, Kevin Austin, title changed from HSC Project Manager, Office of the Provost, Provost, to Director of the Project Management Office, Office of the Provost, Provost, October 22, 2008. Administrative Staff. Title Change.

Gabrish, Heather D., Medical Dosimetrist, Radiation Oncology-Med Physics, College of Medicine, salary changed from an annualized rate of $84,500 for 12 months ($7,041.67 per month) to an annualized rate of $88,809 for 12 months ($7,400.79 per month), October 1, 2008. Professional Nonfaculty. Pay increase per contract with OU Medical Center.

Groff, Karen Ann, Clinic Nurse Manager, OU Physicians Faculty Clinics, College of Medicine, salary changed from an annualized rate of $63,161 for 12 months ($5,263.39 per month) to an annualized rate of $69,472 for 12 months ($5,789.33 per month), September 1, 2008. Managerial Staff. Additional duties.

Hibbitts, Kerry R., Staff Medical Physicist, Radiation Oncology-Med Physics, College of Medicine, salary changed from an annualized rate of $120,000 for 12 months ($10,000.00 per month) to an annualized rate of $126,120 for 12 months ($10,510.00 per month), October 1, 2008. Professional Nonfaculty. Pay increase per contract with OU Medical Center.

Higby, Christine L., Medical Dosimetrist, Radiation Oncology-Med Physics, College of Medicine, salary changed from an annualized rate of $98,470 for 12 months ($8,205.83 per month) to an annualized rate of $103,492 for 12 months ($8,624.33 per month), October 1, 2008. Professional Nonfaculty. Pay increase per contract with OU Medical Center.

Johnson, Daniel Alric, Staff Medical Physicist, Radiation Oncology-Med Physics, College of Medicine, salary changed from an annualized rate of $99,493 for 12 months ($8,291.08 per month) to an annualized rate of $104,567 for 12 months ($8,713.93 per month), October 1, 2008. Professional Nonfaculty. Pay increase per contract with OU Medical Center.

Johnson, Kimberly Gayle, title changed from Medical Informatics Project Manager, CMT Medical Informatics, College of Medicine-Tulsa, to Chief Project Manager, School of Community Medicine-OU Tulsa, Office of the Dean, College of Medicine-Tulsa, salary changed from an annualized rate of $80,420 for 12 months ($6,701.69 per month) to an annualized rate of $88,462 for 12 months ($7,371.83 per month), October 1, 2008. Administrative Staff. Promotion.

Kurtz, Deborah A., title changed from Neonatal Nurse Clinician, Pediatrics, College of Medicine, to Neonatal Transport Team Director, Pediatrics, College of Medicine, salary changed from annualized rate of $81,084 for 12 months ($6,757.00 per month) to an annualized rate of $90,600 for 12 months ($7,550.00 per month), January 1, 2009. Professional Nonfaculty. Promotion.

Palmer, Marcia Rascoe, Physician's Assistant II, Neurosurgery, College of Medicine, salary changed from an annualized rate of $92,820 for 12 months ($7,735.00 per month) to an annualized rate of $98,820 for 12 months ($8,235.00 per month), October 1, 2008. Professional Nonfaculty. Equity adjustment.

Schroeder, Joni Lynne, Physician's Assistant I, Neurosurgery, College of Medicine, salary changed from an annualized rate of $84,235 for 12 months ($7,019.59 per month) to an annualized rate of $90,235 for 12 months ($7,519.59 per month), October 1, 2008. Professional Nonfaculty. Equity adjustment.

Stitt, Jobi Michelle, Lead Electronic Medical Record Trainer, OU Physicians, College of Medicine, salary changed from an annualized rate of $69,192 for 12 months ($5,766.00 per month) to an annualized rate of $71,798 for 12 months ($5,983.15 per month), October 1, 2008. Professional Nonfaculty. Reclassification.

Waddell, Karen A., Associate Vice President and Executive Director of Development, University Development, Provost, salary changed from an annualized rate of $130,000 for 12 months ($10,833.33 per month) to an annualized rate of $135,000 for 12 months ($11,250.00 per month), December 1, 2008. Administrative Officer. Equity adjustment.

Waldeck, Cheryl A., Outreach Liaison, department changed from Bedlam Community and Campus, College of Medicine-Tulsa, to CMT Office of the Dean, College of Medicine-Tulsa. Professional Nonfaculty. Departmental transfer.

Young, Julie A., Medical Dosimetrist, Radiation Oncology-Med Physics, College of Medicine, salary changed from an annualized rate of $84,500 for 12 months ($7,041.67 per month) to an annualized rate of $88,809 for 12 months ($7,400.79 per month), October 1, 2008. Professional Nonfaculty. Pay increase per contract with OU Medical Center.

RESIGNATION(S)/TERMINATION(S):

Chionopoulos, Debra Lyn, Legal Counsel & University Privacy Official, Office of the Provost, Provost, December 13, 2008. Resignation.

Clonts, Neal Dewayne, Director of Planning and Development, Pediatrics, College of Medicine, October 8, 2008. Resignation-other position.

Schmidt Hester, Sandra J., Risk Manager, OU Physicians, College of Medicine, November 20, 2008. Resignation-other position.

Varnadore, Laura Elizabeth, Physician’s Assistant I, Medicine Hematology/Oncology, College of Medicine, November 1, 2008. Resignation.

Norman Campus:

LEAVE(S) OF ABSENCE:

Ashmore, Steven S., Staff Attorney, Legal Counsel, return from military leave of absence with pay, November 10, 2008. Professional Staff.

NEW APPOINTMENT(S):

Eden, Andrea Kolar, Information Technology Analyst II, Information Technology-Merrick, annualized rate of $75,000 for 12 months ($6,250.00 per month), November 1, 2008. Managerial staff.

Garcia-Belina, Rosa E., Program Administrator II, Public Service Mid Continent Center, annualized rate of $63,669 for 12 months ($5,305.79 per month), November 1, 2008. Managerial Staff.

Sieg, Mary E., Director, Outreach Marketing [Program Administrator III], College of Continuing Education Marketing and Communication, annualized rate of $60,000 for 12 months ($5,000.00 per month), November 10, 2008. Managerial Staff.

Taylor, Charles, Marketing/Public Relations Specialist I, Athletic Department, annualized rate of $71,000 for 12 months ($5,916.67 per month), November 17, 2008. Managerial Staff.

Thomas, Leonard M., Scientist/Research III, Chemistry and Biochemistry, annualized rate of $78,427 for 12 months ($6,535.58 per month), November 10, 2008. Professional Staff.

CHANGE(S):

Blaha, Matthew A., Information Technology Analyst II, College of Continuing Education-Information Technology, salary changed from annualized rate of $63,240 for 12 months ($5,270.00 per month) to annualized rate of $63,860 for 12 months ($5,321.67 per month), October 1, 2008. Managerial Staff.

Bornhauser, Suzette, Director [Administrator III], Student Affairs Disability Resources, salary changed from annualized rate of $73,752 for 12 months ($6,146.00 per month) to annualized rate of $77,752 for 12 months ($6,479.33 per month), November 1, 2008. Administrative Staff.

Braun, Janet K., Scientist/Researcher III, Sam Noble Oklahoma Museum of Natural History, salary changed from annualized rate of $76,793 for 12 months ($6,399.38 per month) to annualized rate of $82,936 for 12 months ($6,911.33 per month), November 1, 2008. Professional Staff.

Brown III, Alex C., Trainer/Health Services Associate II, Athletic Department, salary changed from annualized rate of $61,862 for 12 months ($5,155.17 per month) to annualized rate of $65,000 for 12 months ($ 5,416.67 per month), December 1, 2008. Managerial Staff.

Cagley, Karen L., title changed from Administrator III to Director [Administrator III], Financial Support Services, salary changed from annualized rate of $89,960 for 12 months ($7,496.67 per month) to annualized rate of $98,000 for 12 months ($8,166.67 per month), December 1, 2008. Administrative Staff.

Davidson, Melanie G., Administrator III, Sam Noble Oklahoma Museum of Natural History, salary changed from annualized rate of $73,017 for 12 months ($6,084.73 per month) to annualized rate of $78,858 for 12 months ($6,571.50 per month), November 1, 2008. Administrative Staff.

Donihoo, Patricia, J., Assistant Director [Administrator II], University Collections Department, a one-time supplemental pay of $5,000 for merit-based performance. Administrative staff.

Fisher, John P., Information Technology Specialist II, Sam Noble Oklahoma Museum of Natural History, salary changed from annualized rate of $62,981 for 12 months ($5,248.39 per month) to annualized rate of $69,279 for 12 months ($5,773.23 per month), October 15, 2008. Managerial Staff.

FitzSimons, Colin, title changed from Executive Director of the Office of Technology Development [Administrator IV] to Associate Vice President for Technology Development, salary changed from $115,566 for 12 months ($9,630.50 per month) to $130,000 for 12 months ($10,833.33 per month), January 1, 2009. Administrative Officer

Forthman, Julie K. title changed from Director (Administrative Officer) to Assistant Controller [Director (Administrative Officer)], Financial Support Services, salary changed from annualized rate of 109,304 for 12 months ($9,108.67 per month) to annualized rate of $119,000 for 12 months ($9,916.67 per month), December 1, 2008. Administrative Officer.

Gollahalli, Anil, title changed from University Vice President for Technology Development, Assistant General Counsel; Fellow of the Center for the Creation of Economic Wealth and Interim General Counsel to Vice President of the University of Oklahoma and General Counsel to the Board of Regents of the University of Oklahoma governing the University of Oklahoma, Cameron University and Rogers State University, salary changed from $225,420 for 12 months ($18,785.99 per month) to $260,000 for 12 months ($21,666.66 per month), January 1, 2009. Executive Officer. Funding for the Office of Legal Counsel is provided in part by Cameron University and Rogers State University.

He, Zhili, Scientist/Researcher IV, Botany/Microbiology, salary changed from annualized rate of $87,705 for 12 months ($7,308.75 per month) to annualized rate of $89,459 for 12 months ($7,454.93 per month), October 1, 2008. Professional Staff.

Korhonen, Elizabeth A., title changed from Staff Accountant II to Assistant Director [Staff Accountant II], Financial Support Services, salary changed from annualized rate of $62,451 for 12 months ($5,204.25 per month) to annualized rate of $69,000 for 12 months ($5,750.00 per month), December 1, 2008. Managerial Staff.

Needham, Jennifer R., Director (Administrative Officer), University Collections Department, salary changed from annualized rate of $78,000 for 12 months ($6,500.00 per month) to annualized rate of $79,560 for 12 months ($6,630.00 per month), October 1, 2008. Administrative Officer.

Pullin, Daniel W., title changed from Associate Vice President and Executive Director, Center for the Creation for Economic Wealth to University Vice President for Technology Development and Business Development, salary changed from $139,600 for 12 months ($11,633.33 per month), .76 FTE to $215,000 for 12 months ($17,916.66 per month), 1.0 FTE, January 1, 2009. Executive Officer

Tirrell, Peter B., title changed from Administrator III to Administrator IV, Sam Noble Oklahoma Museum of Natural History, salary changed from annualized rate of $98,798 for 12 months (8,233.13 per month) to annualized rate of $100,000 for 12 months ($8,333.33 per month), October 1, 2008. Administrative Staff.

Wu, Liyou, Scientist/Researcher IV, Botany/Microbiology, salary changed from annualized rate of $74,263 for 12 months ($6,188.58 per month) to annualized rate of $75,748 for 12 months ($6,312.36 per month), October 1, 2008. Professional Staff.

RESIGNATION(S)/TERMINATION(S):

Gram, Wendy K., Program Specialist II, Sam Noble Oklahoma Museum of Natural History, December 13, 2008. Managerial Staff.

James, Vinod C., Information Technology Analyst III, Information Technology-Merrick, October 4, 2008. Managerial Staff

RETIREMENT(S):

Landers, Rocki E., Information Technology Analyst III, Development Office, January 6, 2009. Managerial Staff.

President Boren recommended the Board of Regents approve the administrative and professional personnel actions shown above.

Regent Dunning moved approval of the recommendation. The following voted yes on the motion: Regents Weitzenhoffer, Wade, Bell, Rainbolt-Forbes, Dunning and Clark. The Chair declared the motion unanimously approved.

**LITIGATION – ALL**

This item was included in the agenda for the purpose of meeting with General Counsel in executive session for a report on pending and possible litigation. No executive session was held, and there was no report

There being no further business, the meeting adjourned at 4:22 p.m.

Chris A. Purcell, Ph.D.
Executive Secretary of the Board of Regents

# 403(b) Plan Document For Public Education Organizations

The Employer has evidenced its intent to adopt this Plan by executing the Adoption Agreement which is a part of this 403(b) Plan written document. This document, the Adoption Agreement, Provider/Vendor agreement and any underlying Annuity Contracts and Custodial Accounts provided by the authorized Vendors, and any forms and administrative policies and procedures, shall constitute the entire Plan. This plan document includes the IRS model language set forth in Rev. Proc. 2007-71 and has been modified to delete certain optional features and include provisions that were not included in the IRS model language.

## SECTION 1
## DEFINITIONS

The following words and terms, when used in the Plan, have the meaning set forth below.

1.1 **"Account"**: The account or accumulation maintained for the benefit of any Participant or Beneficiary under an Annuity Contract or a Custodial Account.

1.2 **"Account Balance"**: The value of the aggregate amount credited to each Participant's Account under all Accounts, including the Participant's Elective Deferrals, Roth 403(b) Contributions, the earnings or loss of each Annuity Contract or a Custodial Account (net of expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Section 6 for rollover contributions and plan-to-plan transfers made for a Participant, if such contributions are authorized under the Adoption Agreement, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in section 414(p)(8) of the Code).

1.3 **"Administrator"**: Unless otherwise indicated in Section V of the Adoption Agreement, the Employer is the Administrator. Notwithstanding this appointment, the Administrator may delegate, by separate agreement, any administrative responsibilities hereunder to one or more persons, committees, Vendors, or other organizations.

1.4 **"Annuity Contract"**: A nontransferable contract as defined in section 403(b)(1) of the Code, established for each Participant by the Employer, or by each Participant individually, that is issued by an insurance company qualified to issue annuities in the state in which the Employer or Participant, as applicable, resides and that includes payment in the form of an annuity.

1.5 **"Beneficiary"**: The designated person who is entitled to receive benefits under the Plan after the death of a Participant, subject to such additional rules as may be set forth in the Individual Agreements.

1.6 **"Custodial Account"**: The group or individual custodial account or accounts, as defined in section 403(b)(7) of the Code, established for each Participant by the Employer, and/or by each Participant individually, to hold assets of the Plan.

1.7 **"Code"**: The Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

1.8 **"Compensation"**: All cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election under Section 2 made to reduce compensation in order to have Elective Deferrals under the Plan).

1.9 **"Disability"**: The definition of disability provided in the applicable Individual Agreement.

1.10 **"Elective Deferral"**: The Employer contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation. Elective Deferrals are limited to pre-tax salary reduction contributions.

1.11 **"Employee"**: Each individual, whether appointed or elected, who is a common law employee of the Employer performing services for a public school as an employee of the Employer. This definition is not applicable unless the employee's Compensation for performing services for a public school is paid by the Employer. Further, a person occupying an elective or appointive public office is not an employee performing services for a public school unless such office is one to which an individual is elected or appointed only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State or local government.

1.12 **"Employer"**: The public education organization identified in Section I of the Adoption Agreement as the Employer.

1.13 **"Employer Contributions"**: Any contributions made to the Plan by the Employer as provided in the Adoption Agreement.

1.14 **"Funding Vehicles"**: The Annuity Contracts or Custodial Accounts issued for funding amounts held under the Plan and specifically approved by Employer for use under the Plan.

1.15 **"Includible Compensation"**: An Employee's actual wages received by Employee for the most recent period of service that may be counted as a year of service under Section 403(b) of the Code, and increased (up to the dollar maximum) by any compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including any Elective Deferral under the Plan). Notwithstanding the foregoing, for purposes of determining Employer Contributions, Includible Compensation shall be subject to a maximum of $230,000 (2008, or such higher maximum as may apply under section 401(a)(17) of the Code). The amount of Includible Compensation is determined without regard to any community property laws.

1.16 **"Individual Agreement"**: The agreements between a Vendor and the Employer and/or a Participant that constitutes or governs a Custodial Account or an Annuity Contract.

1.17 **"Participant"**: An individual for whom Elective Deferrals or other contributions permitted herein are currently being made, or for whom such contributions have previously been made, under the Plan and who has not received a distribution of his or her entire Account Balance under the Plan.

1.18 **"Plan"**: The name given to this Plan as shown in Section II of the Adoption Agreement.

1.19 **"Plan year"**: The calendar year.

1.20 **"Related Employer"**: The Employer and any other entity which is under common control with the Employer under section 414(b) or (c) of the Code. For this purpose, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.

1.21 **"Roth 403(b) Contribution"**: If authorized in Section III of the Adoption Agreement, any contribution made by a Participant which is designated as a Roth 403(b) Contribution that qualifies as a roth contribution under section 402A of the Code.

1.22 **"Severance from Employment"**: For purpose of the Plan, Severance from Employment means Severance from Employment with the Employer and any Related Entity. However, a Severance from Employment also occurs on any date on which an Employee ceases to be an employee of a public school, even though the Employee may continue to be employed by a Related Employer that is another unit of the State or local government that is not a public school or in a capacity that is not employment with a public school (e.g., ceasing to be an employee performing services for a public school but continuing to work for the same State or local government employer).

1.23 **"Vendor"**: The provider of an Annuity Contract or Custodial Account, or any organization expressly authorized by such provider to act on their behalf under this Plan.

1.24 **"Valuation Date"**: Each business day of the Plan Year.

## SECTION II
## PARTICIPATION AND CONTRIBUTIONS

2.1 **Eligibility.** Except as otherwise excluded in Section II of the Adoption Agreement, each Employee shall be eligible to participate in the Plan and elect to have Elective Deferrals made on his or her behalf hereunder immediately upon becoming employed by the Employer. However, an Employee who is a student-teacher (i.e., a person providing service as a teacher’s aid on a temporary basis while attending a school, college or university) is not eligible to participate in the Plan.

2.2 **Contributions.**

(a) **Elective Deferrals.** An Employee elects to become a Participant by executing an election to reduce his or her Compensation (and have that amount contributed as an Elective Deferral on his or her behalf) and filing it with the appropriate Administrator. This Compensation reduction election shall be made on the agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. The Administrator may establish an annual minimum deferral amount no higher than $200, and may change such minimum to a lower amount from time to time. The participation election shall also include designation of the Funding Vehicles and Accounts therein to which Elective Deferrals are to be made. Any such election shall remain in effect until a new election is filed. Only an individual who performs services for the Employer as an Employee may reduce his or her Compensation under the Plan. Each Employee will become a Participant in accordance with the terms and conditions of the Individual Agreements. All Elective Deferrals shall be made on a pre-tax basis. An Employee shall become a Participant as soon as administratively practicable following the date applicable under the employee's election.

(b) **Roth 403(b) Contributions**. If authorized in Section III of the Adoption Agreement and if permitted under an Employee's Individual Agreement(s), an Employee may elect to make Roth 403(b) Contributions to the Plan. The Participant's election to make Roth 403(b) Contributions shall be made on the agreement provided by the Administrator and shall also include designation of the Funding Vehicles and Accounts therein to which Elective Deferrals are to be made. Any such election shall remain in effect until a new election is filed. The Administrator may establish an annual minimum Roth 403(b) Contribution amount no higher than $200, and may change such minimum to a lower amount from time to time.

(c) **Employer Contributions**.

(1) If authorized in Section III of the Adoption Agreement, the Employer may make nonelective Employer contributions to Accounts of designated Employees. Employer Contributions shall be determined in accordance with the Adoption Agreement. Contributions made under this Section 2.2(c) shall be deposited into each Participant's Account in accordance with Section 2.5 of the Plan.

(2) Employer may make contributions into the 403(b) contracts of former Employees, provided that any such contributions satisfy all of the following conditions:

A. Contributions may not be made later than the fifth calendar year following the year in which the former Employee ceased to be an Employee.

B. Contributions may not be made following the month of the former

Employee's death.

C. Contributions shall be 100% vested at all times.

D. Contributions shall be based on "includible compensation" as defined in Section 403(b) of the Code as modified by IRS regulations and shall be subject to the limitations of Section 415(c)(1) of the Code.

Subject to (B) above, amounts not contributed by Employer to any former Employee's 403(b) Contract due to the contribution limitations of section 415(c) of the Code shall be contributed in the next Plan Year (and each succeeding Plan Year) until the Employer contributes all amounts due to Participant. No contributions may be made after the last day of the fifth year following the year in which the Participant's Severance from Employment occurred.

2.3 **Information Provided by the Employee.** Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan, including any information required under the Individual Agreements.

2.4 **Change in Elective Deferrals Election.** Subject to the provisions of the applicable Individual Agreements, an Employee may at any time revise his or her participation election, including a change of the amount of his or her Elective Deferrals or a change in the allocation of his or her Elective Deferrals, pre-tax deferrals or after-tax deferrals to the Roth 403(b) Contribution option, if permitted, and the designation of Funding Vehicles and Accounts. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees.

2.5 **Contributions Made Promptly.** Elective Deferrals under the Plan shall be transferred to the applicable Funding Vehicle within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant, unless an earlier date is required by applicable state law. Employer Contributions shall be transferred to the applicable Funding Vehicle within a reasonable period of time but in no event later than thirty (30) days after the end of the Employer's regular work year for which such contributions were owed.

2.6 **Leave of Absence**. Unless an election is otherwise revised, if an Employee is absent from work by leave of absence, Elective Deferrals under the Plan shall continue to the extent that Compensation continues.

## SECTION III
## LIMITATIONS ON AMOUNTS DEFERRED

3.1 **Basic Annual Limitation.** Except as provided in Sections 3.2 and 3.3, the maximum amount of the Elective Deferral under the Plan for any calendar year shall not exceed the lesser of (a) the applicable dollar amount or (b) the Participant's Includible Compensation for the calendar year. The applicable dollar amount is the amount established under section 402(g)(1)(B) of the Code, which is $15,500 for 2008, and is adjusted for cost-of-living after 2008 to the extent provided under Section 415(d) of the Code.

3.2 **Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service**. If authorized in Section III of the Adoption Agreement, the applicable dollar amount under Section 3.1(a) for any "qualified employee" is increased (to the extent provided in the Individual Agreements) by the least of:

(a) $3,000;
(b) The excess of:
   1. $15,000, over
   2. The total special 403(b) catch-up elective deferrals made for the qualified employee by the qualified organization for prior years; or
(c) The excess of:
   1. $5,000 multiplied by the number of years of service of the employee with the qualified organization for prior years, over
   2. The total Elective Deferrals and, if applicable, Roth 403(b) Contributions made for the employee by the qualified organization for prior years.

For purposes of this Section 3.2, a "qualified employee" means an employee who has completed at least 15 years of service taking into account only employment with the Employer.

3.3 **Age 50 Catch-up Elective Deferral Contributions.** An Employee who is a Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Elective Deferrals and, if applicable, Roth 403(b) Contributions, up to the maximum age 50 catch-up Elective Deferrals for the year. The maximum dollar amount of the age 50 catch-up Elective Deferrals and, if applicable, Roth 403(b) Contributions for a year is $5,000 for 2008, and is adjusted for cost-of-living after 2008 to the extent provided under the Code.

3.4 **Coordination**. If Section III of the Adoption Agreement authorizes contributions under Section 3.2 of the Plan, amounts in excess of the limitation set forth in Section 3.1 shall be allocated first to the special 403(b) catch-up under Section 3.2 and next as an age 50 catch-up contribution under Section 3.3. However, in no event can the amount of the Elective Deferrals and, if applicable, Roth 403(b) Contributions for a year be more than the Participant's Includible Compensation for the year.

3.5 **Special Rule for a Participant Covered by Another Section 403(b) Plan.** For purposes of this Section 3, if the Participant is or has been a participant in one or more other plans under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Section 3. For this purpose, the Administrator shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another plan maintained by a Related Entity shall be taken into account for purposes of Section 3.2 only if the other plan is a § 403(b) plan.

3.6 **Correction of Excess Elective Deferrals.** If the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the Elective Deferral on behalf of a

Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another plan of the employer under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code for which the Participant provides information that is accepted by the Administrator), then the Elective Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant in accordance with applicable IRS guidance. Notwithstanding the foregoing, if Roth 403(b) Contributions are elected in the Adoption Agreement, the correction of excess amounts shall be made pursuant to Section 10.7.

3.7 **Protection of Persons Who Serve in a Uniformed Service.** An Employee whose employment is interrupted by qualified military service under section 414(u) of the Code or who is on a leave of absence for qualified military service under section 414(u) of the Code may elect to make additional Elective Deferrals upon resumption of employment with the Employer equal to the maximum Elective Deferrals that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under section 414(u) of the Code, this right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

3.8 **Annual Contribution Limits**. The aggregate amount contributed into a Participant's 403(b) Account for any year shall not exceed the amount permitted under section 415(c) of the Code based on the Participant's most recent year of service determined under section 403(b) of the Code. If any Employer Contributions cause a Participant's 403(b) contract to exceed the annual contribution limitation of section 415(c)(1) of the Code, the excess contributions shall be segregated and treated in a manner consistent with applicable IRS guidance on excess "annual additions."

## SECTION IV
## LOANS

4.1 **Loans**. If authorized in Section IV of the Adoption Agreement, loans shall be permitted under the Plan to the extent permitted by and in accordance with the Individual Agreements controlling the Account assets from which the loan is made and by which the loan will be secured.

4.2 **Information Coordination Concerning Loans.** Each Vendor is responsible for all information reporting and tax withholding required by applicable federal and state law in connection with distributions and loans. To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the Administrator(s) shall take such steps as may be appropriate to coordinate the limitations on loans set forth in Section 4.3, including the collection of information from Vendors, and transmission of information requested by any Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. The Administrator(s) shall also take such steps as may be appropriate to collect information from Vendors, and transmission of information to any Vendor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of the Employer.

4.3 **<u>Maximum Loan Amount</u>.** No loan to a Participant under the Plan may exceed the lesser of:

(a) $50,000, reduced by the greater of (i) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or (ii) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period); or

(b) one half of the value of the Participant's vested Account Balance (as of the Valuation Date immediately preceding the date on which such loan is approved by the Administrator).

For purposes of this Section 4.3, any loan from any other plan maintained by the Employer and any Related Employer shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this paragraph. No loan will be allowed for a repayment period that exceeds five (5) years from the loan effective date.

4.4 **<u>Loan Repayments For Participants in Military Service</u>**. Notwithstanding any other provision of the Plan or any Annuity Contract or Custodial Account, loan repayments by eligible uniformed services personnel may be suspended as permitted under section 404(u)(4) of the Code and the terms of any loan shall be modified to conform to the requirements of the Uniformed Services Employment and Reemployment Rights Act.

## SECTION V
## <u>BENEFIT DISTRIBUTIONS</u>

5.1 **<u>Benefit Distributions At Severance from Employment or Other Distribution Event</u>**. Except as permitted under Section 3.6 (relating to excess Elective Deferrals), Section 5.3 (relating to withdrawals of amounts rolled over into the Plan), Section 5.4 (relating to hardship), or Section 10.7 (relating to excess Roth 403(b) Contributions and/or excess Elective Deferrals) distributions from a Participant's Account may not be made earlier than the earliest of the date on which the Participation has a Severance from Employment, dies, becomes Disabled, or attains age 59½. Notwithstanding the foregoing and in accordance with the terms of the Individual Agreements, the withdrawal restrictions described above do not apply to Elective Deferrals made to an Annuity Contract and attributable earnings as of December 31, 1988. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements or, if later, the end of the plan year beginning in 1988, whichever applies.

5.2 **Minimum Distributions**. Each Individual Agreement shall comply with the minimum distribution requirements of section 401(a)(9) of the Code and the regulations thereunder. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of § 1.408-8 of the Income Tax Regulations, except as provided in Treas. Reg. § 1.403(b)-6(e).

5.3 **In-Service Distributions From Rollover Account.** If the Funding Vehicle in which a Participant's Account is invested maintains a separate account attributable to rollover contributions to the Plan, to the extent permitted by the applicable Individual Agreement, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

5.4 **Hardship Withdrawals**. If authorized under Section IV of the Adoption Agreement, the following subsections shall apply:

(a) Hardship withdrawals shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets to be withdrawn to satisfy the hardship. No Elective Deferrals shall be allowed under the Plan or any other Plan of the Employer during the 6-month period beginning on the date the Participant receives a distribution on account of hardship;

(b) The Individual Agreements shall provide for the exchange of information among the Employer and the Vendors to the extent necessary to implement the Individual Agreements including the Vendor notifying the Employer of the withdrawal in order for the Employer to implement the resulting 6-month suspension of the Participant's right to make Elective Deferrals under the Plan or any other Plan of the Employer. Notwithstanding any Individual Agreement, the Plan only permits hardship withdrawals that satisfy the "safe harbor" standards with respect to establishing an immediate and heavy financial need (under Treas. Reg. §1.401(k)-1(d)(3)(iii)(B) and, except as the Vendor specifically agrees to administer under another permitted standard, satisfy the lack of other resources requirement (under Treas. Reg. 1.401(k)-1(d)(3)(iv)(E)).

5.5 **Rollover Distributions**.

(a) A Participant or the Beneficiary of a deceased Participant (or a Participant's spouse or former spouse who is an alternate payee under a domestic relations order, as defined in section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant's death was neither the spouse of the Participant nor the spouse or former spouse of the participant who is an alternate payee under a domestic relations order, a direct rollover is payable only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of section 408(d)(3)(C) of the Code).

(b) Each Vendor shall be separately responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

## SECTION VI
## ROLLOVERS TO THE PLAN AND TRANSFERS

### 6.1 Eligible RolloverContributions and Distributions.

(a) **Eligible Rollover Contributions**. To the extent provided in the Individual Agreements and Section IV of the Adoption Agreement, an Employee who is a Participant who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. Such rollover contributions shall be made in the form of cash only. The Vendor may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of section 402(c)(8)(B) of the Code. However, unless Roth 403(b) Contributions are authorized under the Adoption Agreement, in no event does the Plan accept a rollover contribution from a Roth elective deferral account under an applicable retirement plan described in section 402A(e)(1) of the Code. Unless otherwise provided by the terms of applicable Individual Agreements, Vendors shall provide separate accounting for any eligible rollover distribution paid to the Plan.

(b) **Eligible Rollover Distribution**. For purposes of Section 6.1(a), an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, except that an eligible rollover distribution does not include (1) any installment payment for a period of 10 years or more, (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the employee, (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under section 401(a)(9) of the Code, or corrective distribution of excess amounts in accordance with Sections 3.6 and 10.7. In addition, an eligible retirement plan means an individual retirement account described in section 408(a) and 408A of the Code, an individual retirement annuity described in section 408(b) and 408A of the Code, a qualified trust described in section 401(a) of the Code, an annuity plan described in section 403(a) or 403(b) of the Code, or an eligible governmental plan described in section 457(b) of the Code, that accepts the eligible rollover distribution.

6.2 **Plan-to-Plan Transfers to the Plan**.

(a) If authorized under Section IV of the Adoption Agreement, the Administrator may permit a transfer of assets to the Plan as provided in this Section 6.2. Such a transfer is permitted only if the other plan provides for the direct transfer of each person's entire interest therein to the Plan and the participant is an Employee or former Employee of the Employer. The Administrator and any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Administrator or any Vendor accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with Treas. Reg. § 1.403(b)-10(b)(3) and to confirm that the other plan is a plan that satisfies section 403(b) of the Code.

(b) The amount so transferred shall be credited to the Participant's Account Balance, so that the Participant or Beneficiary whose assets are being transferred has an accumulated benefit immediately after the transfer at least equal to the accumulated benefit with respect to that Participant or Beneficiary immediately before the transfer.

(c) To the extent provided in the Individual Agreements holding such transferred amounts, the amount transferred shall be held, accounted for, administered and otherwise treated in the same manner as an Elective Deferral or, if applicable, Roth 403(b) Contribution by the Participant under the Plan, except that (1) the Individual Agreement which holds any amount transferred to the Plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the Individual Agreement must impose restrictions on distributions to the Participant or Beneficiary whose assets are being transferred that are not less stringent than those imposed on the transferor plan and (2) the transferred amount shall not be considered an Elective Deferral under the Plan in determining the maximum deferral under Section 3.

6.3 **Plan-to-Plan Transfers from the Plan.**

(a) If authorized under Section IV of the Adoption Agreement, Participants and Beneficiaries may elect to have all or any portion of their Account Balance transferred to another plan that satisfies section 403(b) of the Code in accordance with Treas. Reg. § 1.403(b)-10(b)(3). A transfer is permitted under this Section 6.3(a) only if the Participants or Beneficiaries are Employees or former Employees of the Employer under the receiving plan and the other 403(b) plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred.

(b) The other 403(b) plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the other plan shall impose 403(b) restrictions on distributions to the Participant or Beneficiary whose assets are transferred that are not less stringent than those imposed under the Plan. In addition, if the transfer does not constitute a complete transfer of the Participant's or

Beneficiary's interest in the Plan, the other plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

(c) Upon the transfer of assets under this Section 6.3, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 6.3 (for example, to confirm that the receiving plan satisfies section 403(b) of the Code and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to Treas. Reg. § 1.403(b)-10(b)(3).

6.4 **Contract and Custodial Account Exchanges**.

(a) If authorized in Section IV of the Adoption Agreement, a Participant or Beneficiary is permitted to change the investment of his or her Account Balance among the Vendors under the Plan, subject to the terms of the Individual Agreements. However, unless otherwise indicated on the Adoption Agreement, exchanges are not permitted to Vendors that are not eligible to receive contributions under Section 2. If the Adoption Agreement authorizes exchanges to a Vendor that is not eligible to receive contributions under Section 2, the conditions in paragraphs (b) through (d) of this Section 6.4 must be satisfied.

(b) The Participant or Beneficiary must have an Account Balance immediately after the exchange that is at least equal to the Account Balance of that Participant or Beneficiary immediately before the exchange (taking into account the Account Balance of that Participant or Beneficiary under both section 403(b) contracts or custodial accounts immediately before the exchange).

(c) The Individual Agreement with the receiving Vendor has distribution restrictions with respect to the Participant that are not less stringent than those imposed on the investment being exchanged.

(d) The Employer enters into an agreement with the receiving Vendor for the other contract or custodial account under which the Employer and the Vendor will from time to time in the future provide each other with the following information:

(1) Information necessary for the resulting contract or custodial account, or any other contract or custodial accounts to which contributions have been made by the Employer, to satisfy section 403(b) of the Code, including the following:

(i) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in Section 5.1);

(ii) the Vendor notifying the Employer of any hardship withdrawal under Section 5.4 if the withdrawal results in a 6-month suspension of the Participant's right to make Elective Deferrals under the Plan; and

(iii) the Vendor providing information to the Employer or other Vendors concerning the Participant's or Beneficiary's section 403(b) contracts or custodial accounts or qualified employer plan benefits (to enable a Vendor to determine the amount of any plan loans and any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules of Section 5.4); and

(2) Information necessary in order for the resulting contract or custodial account and any other contract or custodial account to which contributions have been made for the Participant by the Employer to satisfy other tax requirements, including the following:

i. the amount of any plan loan that is outstanding to the Participant in order for a Vendor to determine whether an additional plan loan satisfies the loan limitations of Section 4.3, so that any such additional loan is not a deemed distribution under section 72(p)(1); and

ii. information concerning the Participant's or Beneficiary's Roth Contributions and after-tax employee contributions in order for a Vendor to determine the extent to which a distribution is includible in gross income.

(e) If any Vendor ceases to be eligible to receive Elective Deferrals under the Plan, the Vendor shall enter into an information sharing agreement as described in Section 6.4(d) with the Employer if the Employer's existing contract with the Vendor does not provide for the exchange of information described in Section 6.4(d)(1) and (2).

6.5 **Permissive Service Credit Transfers.**

(a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 6.5(a) may be made before the Participant has had a Severance from Employment.

(b) A transfer may be made under Section 6.5(a) only if the transfer is either for the purchase of permissive service credit (as defined in section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which section 415 of the Code does not apply by reason of section 415(k)(3) of the Code.

(c) In addition, if a plan-to-plan transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the transferor plan, the Plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or

Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

## SECTION VII
## INVESTMENT OF CONTRIBUTIONS

7.1 **Manner of Investment**. All Elective Deferrals, Roth 403(b) Contributions, Employer Contributions or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

7.2 **Investment of Contributions**. Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Annuity Contract or Custodial Account in accordance with the terms of the Individual Agreements. Transfers and exchanges among Annuity Contracts and Custodial Accounts may be made to the extent provided in the Individual Agreements and permitted under applicable Income Tax Regulations.

7.3 **Current and Former Vendors**. The Administrator shall maintain a list of all Vendors under the Plan. Such list is hereby incorporated as part of the Plan. Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy section 403(b) of the Code or other requirements of applicable law. In the case of a Vendor which is not eligible to receive Elective Deferrals under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive Elective Deferrals under the Plan and a Vendor holding assets under the Plan in accordance with Section 6.2 or 6.4), the Employer shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

## SECTION VIII
## AMENDMENTS TO THE PLAN

8.1 **Termination of Contributions**. The Employer has adopted the Plan with the intention and expectation that contributions will be continued indefinitely. However, the Employer has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.

8.2 **Amendment and Termination.** The Employer reserves the authority to amend or terminate this Plan at any time. However, any amendment which reduces contractual rights or benefits under an Individual Agreement shall apply prospectively only except as required under the Code and applicable regulations promulgated thereunder.

8.3 **Distribution Upon Termination of the Plan**. The Employer may provide that, in connection with a termination of the Plan and subject to any restrictions contained in the Individual Agreements, all Accounts will be distributed, provided that the Employer and any Related Employer on the date of termination do not make contributions to an alternative section 403(b) contract that is not part of the Plan during the period beginning on the date of plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the Income Tax Regulations.

## SECTION IX
## MISCELLANEOUS

9.1 **Non-Assignability.** Except as provided in Section 9.2 and 9.3, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable.

9.2 **Domestic Relation Orders.** Notwithstanding Section 9.1, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any state ("domestic relations order"), then the amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

9.3 **IRS Levy.** Notwithstanding Section 9.1, the Administrator may direct payment from a Participant's or Beneficiary's Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

9.4 **Tax Withholding**. Contributions to the Plan are subject to applicable employment taxes (including, if applicable, Federal Insurance Contributions Act (FICA) taxes with respect to Elective Deferrals and Roth 403(b) Contributions, which constitute wages under section 3121 of the Code). Any benefit payment made under the Plan is subject to applicable income tax withholding requirements (including section 3401 of the Code and the Employment Tax Regulations thereunder). A payee shall provide such information as the Administrator or Vendor may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.

9.5 **Payments to Minors and Incompetents.** If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid in conformity with applicable Annuity Contracts or Custodial Accounts. If the applicable Annuity Contracts or Custodial Accounts do not address the issue of payments to minors and incompetents, then the Administrator shall direct payment of the benefit to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

9.6 **Mistaken Contributions.** If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned to the party that made the contribution.

9.7 **Procedure When Distributee Cannot Be Located.** The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the records of the Employer or the Administrator, (b) notification sent to the Social Security Administration or the Pension Benefit Guaranty Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Funding Vehicle shall continue to hold the benefits due such person.

9.8 **Incorporation of Individual Agreements**. The Plan, together with the Adoption Agreement and any Individual Agreements, is intended to satisfy the requirements of section 403(b) of the Code and the Income Tax Regulations thereunder. Terms and conditions of the Adoption Agreement and applicable Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Code. In such event, the Individual Agreements shall be interpreted, to the extent possible, in a manner to conform to the Plan and applicable requirements, provided however that the Plan may not enlarge the rights of the Employer, the Administrator, or a Participant under the Individual Agreement

9.9 **Governing Law**. The Plan will be construed, administered and enforced according to the Code and the laws of the state in which the Employer has its principal place of business.

9.10 **Headings**. Headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

9.11 **Gender**. Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.

9.12 **Indemnification.** If Employer appoints an Employee or committee of Employees to represent Employer as the Administrator of the Plan, Employer shall, to the extent permitted by applicable law, indemnify any such Employee acting on its behalf in this capacity. Such individuals shall be indemnified from any and all liability that may arise by reason of his action or failure to act concerning this Plan, excepting any willful misconduct or criminal acts.

## SECTION X
## ROTH 403(B) CONTRIBUTION PROVISIONS

10.1 **General Application**. This Section 10 shall apply only if the Employer has elected to permit Roth Contributions under the Plan as indicated in Section III of the Adoption Agreement.

10.2 **Roth 403(b) Contributions**. Participants may make Roth 403(b) Contributions to their Accounts under the Plan if authorized by the Employer on the Adoption Agreement. Unless otherwise provided, such contributions shall be treated as Elective Deferrals and are therefore subject to the requirements and limitations imposed by section 402(g) of the Code. A Participant's Roth 403(b) Contributions shall be allocated to a separate account maintained for such deferrals as described in Section 10.3.

10.3 **Separate Accounting Requirements**. Contributions and withdrawals of Roth 403(b) Contributions, and earnings or losses thereon, shall be credited and debited to each Participant's Account and shall be separately accounted for under each Employee's Account. Gains, losses, and other credits or charges shall be separately allocated on a reasonable and consistent basis for each Employee's Roth 403(b) Contributions. Except as provided in Section 10.6, no contributions other than Roth 403(b) Contributions and properly attributable earnings may be credited to each Employee's Roth subaccount.

10.4 **Deposit Requirements.** Roth 403(b) Contributions shall be deposited with the applicable Funding Vehicles as soon as practicable in accordance with Section 2.5 of the Plan, unless an earlier date is required under state law.

10.5 **Direct Roth Rollovers From the Plan.** Notwithstanding Section 5.5 of the Plan, Participants may only make a direct rollover of a distribution of Roth 403(b) Contributions (and earnings thereon) to another 403(b) plan with Roth contribution features; to a 401(k) Plan with Roth contribution features, or to a Roth IRA described in section 408A of the Code, and only to the extent the rollover is permitted under the rules of section 402(c) of the Code.

10.6 **Roth Rollovers Into the Plan.** Notwithstanding Section 6.1 of the Plan, and unless otherwise indicated on the Adoption Agreement, direct rollovers of Roth 403(b) Contributions and Roth 401(k) contributions and earnings thereon from another 403(b) plan with Roth contribution features, or from a 401(k) Plan with Roth contribution features are permitted, provided that the Funding Vehicles selected by a Participant will accept such Roth rollovers. Direct rollovers shall only be permitted if the transmitting plan satisfies the conditions set forth in section 402A(e)(1) of the Code and only to the extent the rollover is permitted under the rules of section 402(c) of the Code.

10.7 **Correction of Excess Deferrals.** Excess deferrals shall be corrected by first distributing Roth 403(b) Contributions (plus earnings thereon) made during the Plan Year and then by distributing a Participant's Elective Deferrals (plus earnings thereon). However, if a highly compensated employee (as defined in Section 414(q) of the Code) experiences an excess deferral in any Plan Year, he may designate the extent to which the excess amount is composed of Elective Deferrals and Roth 403(b) Contributions, provided that both types of contributions were made by the Employee during the applicable Plan Year. If the highly compensated employee does not designate which type of contributions are to be distributed, then Elective Deferrals shall be distributed first, followed by Roth 403(b) Contributions.

10.8 **Definition of Roth 403(b) Contributions.** A Roth 403(b) Contribution is an Employee contribution that is:

(a) designated irrevocably by the Employee as such on his or her salary reduction/deduction form to be a Roth 403(b) Contribution; and
(b) treated by the Employer as includible in the Employee's income.

10.9 **Roth Caveat**. Employer, Administrator and providers of Annuity Contracts and Custodial Accounts shall utilize good faith compliance efforts to conform to the requirements applicable to Roth 403(b) Contributions based on applicable IRS guidance related to such contributions. The Plan shall be administered and interpreted in the manner necessary to ensure compliance with such guidance.

The Employer has evidenced its intent to adopt this Plan by executing the Adoption Agreement which is a part of this 403(b) Plan document.

# ADOPTION AGREEMENT FOR THE 403(b) PLAN DOCUMENT FOR PUBLIC EDUCATION ORGANIZATIONS

Employer hereby establishes a 403(b) plan by adopting the 403(b) Plan Document (the "Plan") as modified by this Adoption Agreement and agrees that the following provisions shall be incorporated as part of the Plan document.

## SECTION I. EMPLOYER INFORMATION

**Name of Employer:** ___Cameron University_____________________________________________

**Federal Tax ID:** ___**7**3-6017987_____________________________________________________________

**Employer's Address:** _____2800 W. Gore Blvd.________________________________________
_________________________Lawton, OK 73505______________________________________________
_____________________________________________________________________________________

**Telephone Number:** ___1-580-581-2215___________ **Fax:** ____1-580-581-5560_____________

**Contact Person:** _______Glen P. Pinkston__________________________________

Telephone/Extension: _____1-580-591=2215 E-mail ____glenp@cameron.edu______

**Type of Organization:**

☐ K-12 Public School ☐ Community College X Public College/University

## SECTION II. PLAN INFORMATION

**Name of Plan:** _______Cameron University________________________________403(b) Plan

**Effective Date:** This Adoption Agreement:

X establishes a Plan effective as of ___January 1, 2009_ (the "Effective Date") and is the first 403(b) plan document established by the Employer.

☐ amends and restates a previously established 403(b) plan document of the Employer. The effective date of this amended Plan is _________________________ (the "Effective Date").

**Eligibility:** Except as otherwise selected below, all employees are immediately eligible to make contributions under the Plan. Eligibility for Employer Contributions is based on applicable employment agreements or collective bargaining agreements to which an employee is subject. The plan shall not include:

☐ Employees who are eligible to participate in one or more plans described under Section 403(b)(12)(A) of the Code during the calendar year sponsored by the Employer.

☐ Employees who are students and regularly attending classes at the Employer institution during the calendar year (limited to Employers that are educational institutions).

☐ Employees who normally work fewer than ___ hours per week (must be 20 or less).

**Note: <u>The inclusion of *all* common law employees will prevent an inadvertent violation of the eligibility requirements of Section 403(b)(A)(ii).</u>**

☐ Employees who are non-resident aliens.

## SECTION III. CONTRIBUTIONS

**Employee Contributions** (in addition to salary reduction contributions):

☐ Roth 403(b) Contributions to the Plan are permitted beginning on ________________.

X Roth 403(b) Contributions are NOT permitted under the Plan.

*(Default: If no election is made, Roth 403(b) Contributions are not permitted)*

**Employer Contributions (** if any):

X No Employer Contributions will be made.

Employer Contributions will be made in accordance with applicable employment agreements and collective bargaining agreements, or as may be determined from year to year by the Employer.

**15 Years of Service Catch Up Contributions:** The Plan *will* X or *will not* ☐ permit employees with 15 years of service with the Employer that satisfy the conditions for the Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service (Section 3.2 of the Plan) to increase their Elective Deferrals limitation.

(*Default: If no election is made, Catch Up Contributions are not permitted)*

**Investment Options: A**ny Annuity Contracts and/or Custodial Accounts provided by Vendors authorized on Appendix 1, which may be revised from time to time, are authorized to accept contributions under the Plan.

## SECTION IV. OTHER TRANSACTIONS

**Exchanges Within the Plan**: The Plan *will* X or *will not* ☐ permit Participants to make Exchanges If permitted, Exchanges may occur between:

X Those organizations listed on Appendix 1 only (*default if no election made*)

☐ Those organizations listed on Appendix 1 and any other organization offering annuity contracts and or custodial accounts that satisfy the requirements of Section 6.2 (a) through (e) of the Plan.

**Transfers Into the Plan :** The Plan *will* X or *will not* ☐ accept Transfers from another employer's 403(b) plan.

(*Default: If no election is made, Transfers will be accepted.)*

**Transfers From the Plan :** The Plan *will* X or *will not* ☐ permit Transfers from the Plan to another employer's 403(b) plan, if requested by a former Participant.

(*Default: If no election is made, Transfers will be sent to another 403(b) plan.)*

**Rollovers Into the Plan:** The Plan *will* X or *will not* ☐ permit rollovers from another eligible qualified Plan.

*(Default: If no election is made, rollovers will be accepted.)*

**Financial Hardship Distributions:** Hardship Distributions *are* X or *are not* ☐ available under the Plan.

(*Default: If no election made, Hardship Distributions are permitted.)*

**Loans:** Loans *are* X or *are not* ☐ available under the Plan subject to availability and any additional conditions that may apply under a Participant's 403(b) Individual Agreement(s). Salary Reduction Contributions Only.

**Direct Roth Rollovers:** If Roth 403(b) Contributions are permitted to the Plan (above), direct rollovers from other Roth 403(b) or Roth 401(k) plans *are* ☐ or *are not* ☐ accepted into the Plan or

Not Applicable if Roth Contributions are not permitted to the Plan.

## SECTION V. PLAN ADMINISTRATION

**Plan Administration:** The Plan shall be administered:

☐ By Employer.

X By a designated Administrator. The Employer has named __AFPlanServ____________________

________________________________________________________________________

to act in this capacity.

## SECTION VI. OTHER

**The following section may be used to insert provisions for which there were no acceptable alternatives provided. It may be used to modify any portion of the Plan or Adoption Agreement.**

**NOTE: Any modifications should be carefully reviewed by Employer's legal counsel to ensure that changes do not adversely affect the Plan's qualification under Section 403(b) of the Code.**

Other provisions of the Plan (Attach additional pages as necessary):

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

## SECTION VII. EMPLOYER ACKNOWLEDGEMENTS AND SIGNATURES

Employer acknowledges that it is an eligible public education organization under Section 170(b)(1)(A)(ii) of the Code and is authorized to offer a program qualified under Section 403(b) of the Internal Revenue Code.

**EMPLOYER**

By: ________________________________________________________________

Print Name of Signer: ______________________________________________

Title: ______________________________________________________________

Dated: _____________________________________________________________

**APPENDIX 1 – To Be Determined**

Vendors authorized to receive ongoing contributions, and, if applicable, Exchange and Transfers under the Plan:

| Name of Organization | Contact Person | Telephone Number |
|---|---|---|
| | | |
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APPENDIX II

Vendors authorized only to receive Exchanges or Transfers under the Plan::

| Name of Organization | Contact Person | Telephone Number |
|---|---|---|
| | | |
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**Important Notes:**

**1. As provided under the Plan, any authorized Vendor named in Appendix 1 and/or II has agreed to share information necessary for compliance purposes with Employer, an Administrator and/or with any other 403(b) provider as may be required to facilitate compliance with the Plan and all applicable laws and regulations**.

**2. Each Vendor named above is required to maintain records of the Funding Vehicles offered under the Plan to comply with the information sharing requirements of the Plan and applicable information sharing agreements.**

This Appendix is dated: ________________________________________

*Cameron University* Schedule 1CU

Statement of Revenues and Expenditures - Education & General, Part I - Unrestricted

For the Period Ended Septmeber 30, 2008 with Comparative Totals for the Period Ended Septmeber 30, 2007.

| | (1) Original Annual Budget | (2) Current Revised Annual Budget | (3) Current Y-T-D Actual | (4) Previous Y-T-D Actual | (5) Percent of Current Budget | (6) Percent of Previous Yr. Current Budget |
|---|---|---|---|---|---|---|
| Revenues: | | | | | | |
| State Appropriations | 23,119,327 | 23,119,327 | 5,831,781 | 5,967,368 | 25.2% | 26.3% |
| Tuition & Fees | 13,603,425 | 13,603,425 | 5,338,588 | 4,571,494 | 39.2% | 35.2% |
| Grants, Contracts, & Reimbursements | 582,970 | 582,970 | 652,115 | 460,506 | 111.9% | 83.7% |
| Endowment Income | 696,255 | 696,255 | 0 | 0 | 0.0% | 0.0% |
| Other Sources | 179,500 | 179,500 | 79,808 | 85,413 | 44.5% | 41.7% |
| Total Revenues | 38,181,477 | 38,181,477 | 11,902,292 | 11,084,781 | 31.2% | 29.8% |
| Budgeted Reserve | 1,015,544 | 1,015,544 | | | | |
| Budgeted Resources | 39,197,021 | 39,197,021 | | | | |
| Expenditures by Function: | | | | | | |
| Instruction | 22,633,537 | 22,633,537 | 4,323,063 | 4,251,078 | 19.1% | 19.2% |
| Research | 69,975 | 69,975 | 11,682 | 4,755 | 16.7% | 7.3% |
| Public Service | 364,020 | 364,020 | 87,844 | 63,348 | 24.1% | 16.3% |
| Academic Support | 1,919,944 | 1,919,944 | 397,787 | 423,216 | 20.7% | 22.8% |
| Student Services | 3,600,114 | 3,600,114 | 855,383 | 779,387 | 23.8% | 24.7% |
| Institutional Support | 4,183,976 | 4,183,976 | 881,962 | 827,247 | 21.1% | 21.2% |
| Operation & Maint of Plant | 6,250,455 | 6,250,455 | 1,550,365 | 1,282,461 | 24.8% | 20.7% |
| Scholarships & Fellowships | 175,000 | 175,000 | 0 | 0 | 0.0% | 0.0% |
| Total Expenditures | 39,197,021 | 39,197,021 | 8,108,086 | 7,631,492 | 20.7% | 20.2% |
| Current Revenues Over/(Under) Expenditures | 0 | 0 | 3,794,206 | 3,453,289 | | |
| Expenditures by Organizational Area: | | | | | | |
| Academic Affairs: | | | | | | |
| School of Business | 2,460,619 | 2,460,619 | 466,392 | 475,751 | 19.0% | 20.3% |
| School of Education & Behavioral Sciences | 3,503,300 | 3,503,300 | 620,388 | 679,940 | 17.7% | 19.6% |
| School of Liberal Arts | 6,175,498 | 6,175,498 | 1,203,351 | 1,469,053 | 19.5% | 20.7% |
| School of Science & Technology | 4,782,169 | 4,782,169 | 902,653 | 871,426 | 18.9% | 19.3% |
| Other Instructional Expense | 5,420,920 | 5,420,920 | 1,067,181 | 704,994 | 19.7% | 15.5% |
| Educational Outreach | 683,641 | 683,641 | 140,053 | 124,004 | 20.5% | 24.4% |
| Research | 69,975 | 69,975 | 11,682 | 4,755 | 16.7% | 7.3% |
| Broadcast & Media Svcs | 364,020 | 364,020 | 87,844 | 63,348 | 24.1% | 16.3% |
| Athletics | 872,501 | 872,501 | 204,748 | 211,429 | 23.5% | 25.7% |
| Libraries | 1,511,867 | 1,511,867 | 321,414 | 347,483 | 21.3% | 23.7% |
| Anciliary Support | 73,274 | 73,274 | 13,429 | 13,980 | 18.3% | 19.9% |
| Admissions/Records | 1,060,347 | 1,060,347 | 237,097 | 214,623 | 22.4% | 23.3% |
| Fiscal Operations | 932,991 | 932,991 | 209,789 | 209,302 | 22.5% | 23.3% |
| Student Affairs | 1,609,459 | 1,609,459 | 399,527 | 341,000 | 24.8% | 25.1% |
| Executive Management | 1,491,566 | 1,491,566 | 293,659 | 266,119 | 19.7% | 19.8% |
| Development | 881,712 | 881,712 | 176,536 | 160,546 | 20.0% | 18.8% |
| Scholarships & Fellowships | 175,000 | 175,000 | 0 | 0 | 0.0% | 0.0% |
| General University | 7,128,162 | 7,128,162 | 1,752,343 | 1,473,739 | 24.6% | 21.1% |
| Total Expenditures/Area | 39,197,021 | 39,197,021 | 8,108,086 | 7,631,492 | 20.7% | 20.2% |

*Cameron University* Schedule 2CU

Statement of Revenues and Expenditures - Education & General, Part II - Restricted

For the Period Ended September 30, 2008 with Comparative Totals for the Period Ended September 30, 2007.

| | (1) Original Annual Budget | (2) Current Revised Annual Budget | (3) Current Y-T-D Actual | (4) Previous Y-T-D Actual | (5) Percent of Current Budget | (6) Percent of Previous Yr. Current Budget |
|---|---|---|---|---|---|---|
| Revenues: | | | | | | |
| Federal Grants & Contracts | 5,837,632 | 5,837,632 | 2,865,400 | 2,898,506 | 49.1% | 49.6% |
| State & Local Grants & Contracts | 1,565,051 | 1,565,051 | 356,689 | 26,741 | 22.8% | 2.2% |
| Private Grants & Contracts | 1,214,418 | 1,214,418 | 648,724 | 633,665 | 53.4% | 86.2% |
| Total Revenues | 8,617,101 | 8,617,101 | 3,870,814 | 3,558,912 | 44.9% | 45.6% |
| Expenditures by Function: | | | | | | |
| Instruction | 237,081 | 237,081 | 61,636 | 96,853 | 26.0% | 35.3% |
| Research | 297,323 | 297,323 | 106,504 | 68,691 | 35.8% | 27.9% |
| Public Service | 674,830 | 674,830 | 189,582 | 129,011 | 28.1% | 18.4% |
| Academic Support | 14,850 | 14,850 | 7,842 | 3,016 | 52.8% | 17.2% |
| Student Support | 945,111 | 945,111 | 195,136 | 262,199 | 20.6% | 25.4% |
| Institutional Support | 1,967,121 | 1,967,121 | 13,643 | 2,815 | 0.7% | 0.1% |
| Scholarships | 4,480,785 | 4,480,785 | 4,155,753 | 3,194,917 | 92.7% | 88.1% |
| Total Expenditures by Function | 8,617,101 | 8,617,101 | 4,730,096 | 3,757,501 | 54.9% | 48.2% |
| Current Revenues Over/(Under) Expenditures | 0 | 0 | (859,282) | (198,589) | | |
| Expenditures by Organizational Area: | | | | | | |
| Student Support | 465,036 | 465,036 | 100,066 | 98,760 | 21.5% | 22.0% |
| McNair Post-Baccalureate | 0 | 0 | 0 | 73,018 | 0.0% | 71.4% |
| AHEC Grant | 218,422 | 218,422 | 57,075 | 35,719 | 26.1% | 18.1% |
| U S Fish & Wildlife | 5,795 | 5,795 | 793 | 0 | 13.7% | 0.0% |
| Upward Bound | 429,253 | 429,253 | 129,869 | 85,899 | 30.3% | 20.7% |
| Talent Search | 435,043 | 435,043 | 89,399 | 85,807 | 20.5% | 20.2% |
| A R I Grant | 50,685 | 50,685 | 471 | 2,318 | 0.9% | 8.3% |
| Summer Science Academy | 7,759 | 7,759 | 7,757 | 15,032 | 100.0% | 71.0% |
| National Science Foundation | 25,809 | 25,809 | 23,568 | 0 | 91.3% | 0.0% |
| Perkins Vo-Tech | 598 | 598 | 370 | 4,574 | 61.9% | 7.8% |
| Western OK State College | 61,174 | 61,174 | 34 | 259 | 0.1% | 0.6% |
| QPR Suicide Prevention | 1,394 | 1,394 | 0 | 0 | 0.0% | 0.0% |
| FHLBank Econ. Dev. | 21,088 | 21,088 | 0 | 0 | 0.0% | 0.0% |
| SWOSU-EDA | 270 | 270 | 0 | 0 | 0.0% | 0.0% |
| Basic Immigration Training | 0 | 0 | 0 | 6,201 | 0.0% | 123.9% |
| OUHSC | 208,000 | 208,000 | 82,509 | 65,562 | 39.7% | 32.9% |
| Technology Grant - Duncan | 1,939 | 1,939 | 0 | 0 | 0.0% | 0.0% |
| NSF - Kamali | 19,307 | 19,307 | 0 | 0 | 0.0% | 0.0% |
| OK Medical Research FD | 0 | 0 | 0 | 900 | 0.0% | 100.0% |
| Small Business | 7,384 | 7,384 | 0 | 0 | 0.0% | 0.0% |
| Sure-Step (NSF) Grant | 0 | 0 | 0 | 12,326 | 0.0% | 37.1% |
| Comanche Nation Tribal College | 0 | 0 | 0 | 0 | 0.0% | 0.0% |
| OK-LSAMP (Louis Stokes) | 16,310 | 16,310 | 0 | 0 | 0.0% | 0.0% |
| Title II - No Child Left Behind | 0 | 0 | 0 | 0 | 0.0% | 0.0% |
| N A S A - OU | 23,587 | 23,587 | 3,627 | 1,211 | 15.4% | 11.2% |
| OKCC Service Learning | 500 | 500 | 0 | 1,211 | 0.0% | 0.0% |
| Cardiomyocytes | 0 | 0 | 0 | 0 | 0.0% | 0.0% |
| Minority Teacher Recr | 0 | 0 | 0 | 109 | 0.0% | 5.0% |
| Inactive Accounts | 22,612 | 22,612 | 0 | 0 | 0.0% | 0.0% |
| Other Grants | 4,573 | 4,573 | 0 | 0 | 0.0% | 0.0% |
| Federal Workstudy | 189,085 | 189,085 | 35,276 | 23,704 | 18.7% | 14.4% |
| General University | 1,880,778 | 1,880,778 | 9,693 | 3,927 | 0.5% | 0.2% |
| Student Aid | 4,520,700 | 4,520,700 | 4,201,773 | 3,242,178 | 92.9% | 88.0% |
| Total Expenditures by Org Area | 8,617,101 | 8,617,101 | 4,742,280 | 3,758,712 | 55.0% | 48.2% |

*Cameron University* Schedule 3CU

Statement of Revenues and Expenditures - Auxiliary Enterprise Summary

For the Period Ended September 30, 2008 with Comparative Totals for the Period Ended September 30, 2007.

| | (1) Original Annual Budget | (2) Current Revised Annual Budget | (3) Current Y-T-D Actual | (4) Previous Y-T-D Actual | (5) Percent of Current Budget | (6) Percent of Previous Yr. Current Budget |
|---|---|---|---|---|---|---|
| Revenues: | | | | | | |
| Student Activities | 960,825 | 960,825 | 366,305 | 308,833 | 38.1% | 34.4% |
| Misc Auxiliaries | 1,667,716 | 1,667,716 | 442,977 | 329,307 | 26.6% | 22.4% |
| Housing System | 2,738,956 | 2,738,956 | 924,876 | 824,010 | 33.8% | 34.7% |
| Facility Fee | 1,061,550 | 1,061,550 | 381,316 | 344,791 | 35.9% | 30.9% |
| Cultural and Scholastic Lecture Fee | 114,425 | 114,425 | 29,445 | 16,905 | 25.7% | 27.8% |
| Total Revenues | 6,543,472 | 6,543,472 | 2,144,919 | 1,823,848 | 32.8% | 30.8% |
| Expenditures: | | | | | | |
| Student Activities | 960,825 | 960,825 | 71,473 | 80,759 | 7.4% | 8.3% |
| Misc Auxiliaries | 2,078,573 | 2,078,573 | 501,465 | 414,958 | 24.1% | 34.5% |
| Housing System | 3,037,004 | 3,037,004 | 739,184 | 614,568 | 24.3% | 21.7% |
| Facility Fee | 241,948 | 241,948 | 89,734 | 169,131 | 37.1% | 23.5% |
| Cultural and Scholastic Lecture Fee | 172,200 | 172,200 | 148,235 | 41,227 | 86.1% | 28.4% |
| Total Expenditures | 6,490,550 | 6,490,550 | 1,550,091 | 1,320,644 | 23.9% | 22.5% |
| Current Revenues Over/(Under) Expenditures | 52,922 | 52,922 | 594,828 | 503,204 | | |
| Transfers In / (Out) | 0 | 0 | 0 | 64,256 | | |
| Prior Year Carry Over | 5,796,281 | 5,796,281 | 5,796,281 | 5,337,535 | | |
| Fund Balance | 5,849,203 | 5,849,203 | 6,391,109 | 5,904,995 | | |

*Cameron University* Schedule 3.1CU

Statement of Revenues and Expenditures - Student Activities

For the Period Ended September 30, 2008 with Comparative Totals for the Period Ended September 30, 2007.

| | (1) Original Annual Budget | (2) Current Revised Annual Budget | (3) Current Y-T-D Actual | (4) Previous Y-T-D Actual | (5) Percent of Current Budget | (6) Percent of Previous Yr. Current Budget |
|---|---|---|---|---|---|---|
| Revenues: | | | | | | |
| Student Activity Fee | 953,325 | 953,325 | 338,445 | 274,102 | 35.5% | 30.7% |
| Ticket Sales | 7,500 | 7,500 | 1,275 | 1,391 | 17.0% | 13.2% |
| Other | 0 | 0 | 26,585 | 33,339 | 0.0% | -833.5% |
| Total Revenues | 960,825 | 960,825 | 366,305 | 308,833 | 38.1% | 34.4% |
| Expenditures: | | | | | | |
| Collegian | 35,000 | 35,000 | 277 | 1,204 | 0.8% | 3.4% |
| Art | 9,200 | 9,200 | 3,919 | 5,446 | 42.6% | 59.2% |
| Communications | 35,000 | 35,000 | 3,490 | 1,985 | 10.0% | 6.1% |
| Music | 21,900 | 21,900 | 9,200 | 9,840 | 42.0% | 44.9% |
| Theatre Art | 22,000 | 22,000 | 1,585 | 5,440 | 7.2% | 23.7% |
| Cheerleaders | 6,500 | 6,500 | 7,128 | 809 | 109.7% | 23.1% |
| Pep Band | 7,000 | 7,000 | 0 | 338 | 0.0% | 5.2% |
| Intramurals | 2,500 | 2,500 | 10 | 826 | 0.4% | 41.3% |
| Biological Science | 1,550 | 1,550 | 186 | 0 | 12.0% | 0.0% |
| Physical Science | 3,165 | 3,165 | 251 | 0 | 7.9% | 0.0% |
| Agriculture | 3,700 | 3,700 | 0 | 0 | 0.0% | 0.0% |
| Student Government | 12,000 | 12,000 | 1,169 | 1,322 | 9.7% | 12.6% |
| Student Activities - Lawton | 25,000 | 25,000 | 14,992 | 25,272 | 60.0% | 27.5% |
| Student Activities - Duncan | 6,000 | 6,000 | 244 | 0 | 4.1% | 0.0% |
| SGA Organization | 500 | 500 | 0 | 0 | 0.0% | 0.0% |
| Career Services | 1,200 | 1,200 | 0 | 0 | 0.0% | 0.0% |
| Theatre Fees | 4,350 | 4,350 | 235 | 3,497 | 5.4% | 80.4% |
| Honors Program | 2,700 | 2,700 | 0 | 1 | 0.0% | 0.0% |
| Military Science | 7,000 | 7,000 | 1,356 | 1,570 | 19.4% | 44.9% |
| Senior Day | 0 | 0 | 0 | 0 | 0.0% | 0.0% |
| Orientation / Aggie Ambassadors | 7,500 | 7,500 | 2,220 | 1,779 | 29.6% | 23.7% |
| CU/TV | 10,000 | 10,000 | 400 | 0 | 4.0% | 0.0% |
| Mathematical Science | 1,000 | 1,000 | 0 | 0 | 0.0% | 0.0% |
| School of Business | 0 | 0 | 0 | 0 | 0.0% | 0.0% |
| School of Education | 1,500 | 1,500 | 0 | 0 | 0.0% | 0.0% |
| Computing & Technology | 5,000 | 5,000 | 407 | 0 | 8.1% | 0.0% |
| Library | 0 | 0 | 0 | 0 | 0.0% | 0.0% |
| Athletics | 702,105 | 702,105 | 24,187 | 21,228 | 3.4% | 3.2% |
| Other | 27,455 | 27,455 | 218 | 200 | 0.8% | 0.8% |
| Total Expenditures | 960,825 | 960,825 | 71,473 | 80,759 | 7.4% | 8.3% |
| Current Revenues Over/(Under) Expenditures | 0 | 0 | 294,832 | 228,074 | | |
| Prior Year Carry Over | 94,220 | 94,220 | 94,220 | 144,974 | | |
| Fund Balance | 94,220 | 94,220 | 389,052 | 373,048 | | |

*Cameron University* Schedule 3.2CU

Statement of Revenues and Expenditures - Misc Auxiliary

For the Period Ended September 30, 2008 with Comparative Totals for the Period Ended September 30, 2007.

| | (1) Original Annual Budget | (2) Current Revised Annual Budget | (3) Current Y-T-D Actual | (4) Previous Y-T-D Actual | (5) Percent of Current Budget | (6) Percent of Previous Yr. Current Budget |
|---|---|---|---|---|---|---|
| Revenues: | | | | | | |
| Collegian Advertising | 13,800 | 13,800 | 4,744 | 1,130 | 34.4% | 0.0% |
| Camps | 138,375 | 138,375 | 30,806 | 31,575 | 22.3% | 17.5% |
| Auxiliary Operations | 176,075 | 176,075 | 37,421 | 42,860 | 21.3% | 23.1% |
| Telephone | 24,690 | 24,690 | 4,471 | 4,848 | 18.1% | 24.1% |
| KCCU Radio | 362,226 | 362,226 | 112,247 | 41,445 | 31.0% | 10.8% |
| Educational Outreach | 25,000 | 25,000 | 26,023 | 20,146 | 104.1% | 80.6% |
| Library Photocopy | 10,500 | 10,500 | 3,144 | 2,877 | 29.9% | 22.6% |
| Carpool / Bus | 134,200 | 134,200 | 47,839 | 24,903 | 35.6% | 19.6% |
| Maintenance Service | 27,000 | 27,000 | 3,400 | 4,552 | 12.6% | 14.0% |
| Merchandising | 3,500 | 3,500 | 490 | 354 | 14.0% | 0.0% |
| Concessions | 8,575 | 8,575 | 853 | 837 | 9.9% | 6.7% |
| Sports Publications | 5,000 | 5,000 | 3,654 | 300 | 73.1% | 4.0% |
| Print Shop | 324,350 | 324,350 | 84,251 | 70,104 | 26.0% | 21.2% |
| Grants and Donations | 100,000 | 100,000 | 0 | 0 | 0.0% | 0.0% |
| Investment Income | 124,450 | 124,450 | 31,409 | 29,140 | 25.2% | 0.0% |
| Student Health Insurance | 160,000 | 160,000 | 47,734 | 52,657 | 0.0% | 0.0% |
| Other | 29,975 | 29,975 | 4,492 | 1,579 | 15.0% | 8.1% |
| Total Revenues | 1,667,716 | 1,667,716 | 442,977 | 329,307 | 26.6% | 22.4% |
| Expenditures: | | | | | | |
| Collegian Advertising | 9,300 | 9,300 | 2,450 | 0 | 26.3% | 0.0% |
| Camps | 124,525 | 124,525 | 96,423 | 111,090 | 77.4% | 69.2% |
| Telephone | 103,165 | 103,165 | 99,242 | 0 | 96.2% | 0.0% |
| Auxiliary Operations | 83,825 | 83,825 | 12,361 | 39,744 | 14.7% | 44.7% |
| KCCU Radio | 362,226 | 362,226 | 80,220 | 131,471 | 22.1% | 34.3% |
| Farm | 20,000 | 20,000 | 3,831 | 853 | 19.2% | 16.1% |
| Educational Outreach | 25,000 | 25,000 | 2,836 | 1,424 | 11.3% | 5.7% |
| Library Photocopy | 10,500 | 10,500 | 11,224 | 4,235 | 106.9% | 33.2% |
| Post Office | 3,800 | 3,800 | 167 | 197 | 4.4% | 9.8% |
| Carpool / Bus | 190,552 | 190,552 | 47,894 | 50,646 | 25.1% | 40.5% |
| Maintenance Service | 37,500 | 37,500 | 6,908 | 8,456 | 18.4% | 27.4% |
| Merchandising | 2,000 | 2,000 | 1,149 | 1,249 | 57.5% | 35.7% |
| Student Services Photocopy | 100 | 100 | 0 | 0 | 0.0% | 0.0% |
| Concessions | 12,450 | 12,450 | 96 | 583 | 0.8% | 4.7% |
| Sports Publications | 5,000 | 5,000 | 155 | 688 | 3.1% | 9.2% |
| Business Office Photocopy | 125 | 125 | 41 | 34 | 33.0% | 4.6% |
| Print Shop | 270,355 | 270,355 | 43,520 | 57,472 | 16.1% | 18.0% |
| Instructional Technology | 200 | 200 | 0 | 0 | 0.0% | 0.0% |
| Chemistry Book | 1,500 | 1,500 | 364 | 330 | 24.3% | 66.0% |
| Student Health Insurance | 163,200 | 163,200 | 90,170 | 0 | 55.3% | 0.0% |
| Centennial Building Projects | 650,000 | 650,000 | 0 | 0 | 0.0% | 0.0% |
| Other | 3,250 | 3,250 | 2,412 | 6,487 | 74.2% | 162.2% |
| Total Expenditures | 2,078,573 | 2,078,573 | 501,465 | 414,958 | 24.1% | 34.5% |
| Current Revenues Over/(Under) Expenditures | (410,857) | (410,857) | (58,488) | (85,651) | | |
| Transfers In / (Out) | 0 | 0 | 0 | 64,256 | | |
| Prior Year Carry Over | 4,136,437 | 4,136,437 | 4,136,437 | 3,687,926 | | |
| Fund Balance | 3,725,580 | 3,725,580 | 4,077,949 | 3,666,531 | | |

*Cameron University* Schedule 3.3CU

Statement of Revenues and Expenditures - Housing System

For the Period Ended September 30, 2008 with Comparative Totals for the Period Ended September 30, 2007.

| | (1) Original Annual Budget | (2) Current Revised Annual Budget | (3) Current Y-T-D Actual | (4) Previous Y-T-D Actual | (5) Percent of Current Budget | (6) Percent of Previous Yr. Current Budget |
|---|---|---|---|---|---|---|
| Revenues: | | | | | | |
| Cafeteria | 708,194 | 708,194 | 260,190 | 199,151 | 36.7% | 35.6% |
| Vending | 58,000 | 58,000 | 10,855 | 38,300 | 18.7% | 61.8% |
| Bookstore | 261,425 | 261,425 | 49,743 | 56,295 | 19.0% | 21.2% |
| Shepler Center | 367,647 | 367,647 | 222,689 | 128,587 | 60.6% | 51.8% |
| Cameron Village | 1,141,220 | 1,141,220 | 332,612 | 358,861 | 29.1% | 34.3% |
| Other Housing | 202,470 | 202,470 | 48,787 | 42,816 | 24.1% | 22.4% |
| Total Revenues | 2,738,956 | 2,738,956 | 924,876 | 824,010 | 33.8% | 34.7% |
| Expenditures: | | | | | | |
| Cafeteria | 735,080 | 735,080 | 259,988 | 105,982 | 35.4% | 16.1% |
| Vending | 22,700 | 22,700 | 10,129 | 8,826 | 44.6% | 28.7% |
| Bookstore | 28,250 | 28,250 | 28,709 | 7,392 | 101.6% | 22.1% |
| Shepler Center | 870,699 | 870,699 | 231,298 | 303,413 | 26.6% | 39.4% |
| Cameron Village | 1,150,275 | 1,150,275 | 138,380 | 124,410 | 12.0% | 11.3% |
| Other Housing | 230,000 | 230,000 | 70,679 | 64,545 | 30.7% | 26.5% |
| Total Expenditures | 3,037,004 | 3,037,004 | 739,184 | 614,568 | 24.3% | 21.7% |
| Current Revenues Over/(Under) Expenditures | (298,048) | (298,048) | 185,692 | 209,442 | | |
| Transfers In / (Out) | 0 | 0 | 0 | 0 | | |
| Prior Year Carry Over | 351,234 | 351,234 | 351,234 | 252,558 | | |
| Fund Balance | 53,186 | 53,186 | 536,926 | 462,000 | | |

Statement of Revenues and Expenditures - Facility Fee

For the Period Ended September 30, 2008 with Comparative Totals for the Period Ended September 30, 2007.

| | (1) Original Annual Budget | (2) Current Revised Annual Budget | (3) Current Y-T-D Actual | (4) Previous Y-T-D Actual | (5) Percent of Current Budget | (6) Percent of Previous Yr. Current Budget |
|---|---|---|---|---|---|---|
| Revenues: | | | | | | |
| Facility Fee | 1,059,250 | 1,059,250 | 379,168 | 343,409 | 35.8% | 30.8% |
| Other | 2,300 | 2,300 | 2,148 | 1,382 | 93.4% | 138.2% |
| Total Revenues | 1,061,550 | 1,061,550 | 381,316 | 344,791 | 35.9% | 30.9% |
| Expenditures: | | | | | | |
| Fitness Center | 216,948 | 216,948 | 70,782 | 47,808 | 32.6% | 21.0% |
| Fitness Center Repair/Maint | 25,000 | 25,000 | 4,098 | 9,808 | 16.4% | 22.8% |
| Shepler Renovation | 0 | 0 | 14,854 | 111,515 | 0.0% | 24.8% |
| Other | 0 | 0 | 0 | 0 | 0.0% | 0.0% |
| Total Expenditures | 241,948 | 241,948 | 89,734 | 169,131 | 37.1% | 23.5% |
| Current Revenues Over/(Under) Expenditures | 819,602 | 819,602 | 291,582 | 175,660 | | |
| Transfers In / (Out) | 0 | 0 | 0 | 0 | | |
| Prior Year Carry Over | 1,166,912 | 1,166,912 | 1,166,912 | 1,055,026 | | |
| Fund Balance | 1,986,514 | 1,986,514 | 1,458,494 | 1,230,686 | | |

*Cameron University* Schedule 3.5CU

Statement of Revenues and Expenditures - Cultural and Scholastic Lecture

For the Period Ended September 30, 2008 with Comparative Totals for the Period Ended September 30, 2007.

| | (1) Original Annual Budget | (2) Current Revised Annual Budget | (3) Current Y-T-D Actual | (4) Previous Y-T-D Actual | (5) Percent of Current Budget | (6) Percent of Previous Yr. Current Budget |
|---|---|---|---|---|---|---|
| Revenues: | | | | | | |
| Cultural and Lecture Fee | 105,925 | 105925 | 36,019 | 17,028 | 34.0% | 30.5% |
| Other | 8,500 | 8500 | (6,573) | (123) | -77.3% | -2.5% |
| Total Revenues | 114,425 | 114,425 | 29,445 | 16,905 | 25.7% | 27.8% |
| Expenditures: | | | | | | |
| PAC | 50,000 | 50,000 | 15,041 | 14,969 | 30.1% | 29.9% |
| Plus Program | 0 | 0 | 2,540 | 5,332 | 0.0% | 42.7% |
| Cultural and Scholastic Lecture | 20,000 | 20,000 | 6,508 | 12,173 | 32.5% | 36.9% |
| Festival Year | 67,200 | 67,200 | 123,852 | 0 | 184.3% | 0.0% |
| Concerts and Lectures | 35,000 | 35,000 | 295 | 8,753 | 0.8% | 29.5% |
| Total Expenditures | 172,200 | 172,200 | 148,235 | 41,227 | 86.1% | 28.4% |
| Current Revenues Over/(Under) Expenditures | (57,775) | (57,775) | (118,790) | (24,322) | | |
| Prior Year Carry Over | 47,478 | 47,478 | 47,478 | 197,051 | | |
| Fund Balance | (10,297) | (10,297) | (71,312) | 172,729 | | |

*Cameron University*
Summary of Reserves
*For the Period Ending September 30, 2008*

Schedule 4CU

DISCRETIONARY RESERVES

| Type/Source of Reserve | | |
|---|---|---|
| *Education & General Part I* | | 5,695,429 |
| *Education & General Part II* | | |
| Excess Indirect Cost | | 280,754 |
| *Auxiliary Enterprises* | | |
| Student Activities | 389,052 | |
| Less Working Capital | 327,272 | 61,780 |
| Miscellaneous Auxiliary | 4,077,949 | |
| Less Working Capital | 3,651,778 | 426,171 |
| Facility Fee | 1,458,494 | |
| Less Working Capital & Other Commitments | 440,263 | 1,018,231 |
| *Plant Funds Balances* | | |
| Section 13/New College | | 617,067 |
| Section 13 Offset | | 119,223 |
| Total Discretionary Reserves and Plant Funds Balances | | 8,218,655 |

| ROGERS STATE UNIVERSITY<br>POLICY AND PROCEDURES |
|---|
| Policy Name: Impaired Healthcare Professional: Drug Testing |
| Department: Health Sciences |
| **Page:** 1 thru 5 |
| Effective Date: January 2009 |
| |

STATEMENT OF PURPOSE

The purpose of the policy is to maintain a safe environment for patients, employees and healthcare professionals. As part of this responsibility, it is imperative to identify healthcare professionals that may be suffering from impairment and offer assistance in locating appropriate treatment options.

RSU DRUG AND ALCOHOL USE POLICY

Rogers State University (RSU) is a Drug Free Workplace. For additional information regarding the drug and alcohol use policy refer to *General Policies* listed under *Faculty and Staff-Academic Policies and Procedures* available on the RSU website, **www.rsu.edu**.

DEFINITIONS

*Licensed healthcare professional*— nurse or any other clinical licensed healthcare professional and faculty supervising nursing and EMS programs.

*Staff or Employee*—any staff member employed by Rogers State University (RSU).

SCOPE

The scope of this policy includes any licensed healthcare professional supervising care in a Rogers State University contracted clinical facility ("Clinical Facility").

OPERATING PROTOCOL

A. Reasonable suspicion

If reasonable suspicion exists that a healthcare professional is under the influence of drugs or alcohol in a Clinical Facility the healthcare professional may be required to undergo drug or alcohol testing.

Reasonable suspicion is defined as a belief that an employee is using or has used drugs or alcohol in violation of RSU's Drug and Alcohol Use Policy, drawn from specific objective and articulable facts and reasonable inferences drawn from those facts based on:

Observable phenomena such as:
The physical symptoms or manifestations of being under the influence of a drug or alcohol while at work or on duty such as the smell of alcohol, slurred speech or impaired psycho-motor skills.
The direct observation of drug or alcohol use while at work or on duty
A report of drug or alcohol use while at work or on duty, provided by reliable or credible sources and which has been independently corroborated.
Evidence in the work place that an employee is involved in the use, sale, possession, solicitation or transfer of drugs and where circumstances justify such tests (i.e. missing narcotics, accident or other related patient care issues)

All licensed healthcare professionals covered by this policy should familiarize themselves with the drug testing policies of each Clinical Facility. Should an event related to the suspicion of impairment occur in the Clinical Facility, the Clinical Facility's policy shall be followed in addition to the policies and procedures stated herein.

B. Post-Rehabilitation Testing

A healthcare professional may be required to undergo drug or alcohol testing without prior notice for a period of up to two (2) years beginning with the employee's return to work following a confirmed positive test or following participation in a drug or alcohol dependency treatment program.

C. Reporting

A person who has reasonable suspicion that a healthcare professional is under the influence of drugs or alcohol will immediately report the matter to designated Rogers State University administration.

D. Request for testing

The designated Rogers State University administrator will inform the healthcare professional of the underlying reasons for the request to submit a specimen for testing. If the healthcare professional refuses to submit a specimen for testing, the healthcare professional will be informed that the refusal itself constitutes grounds for corrective action which may include termination of clinical activities.

Those requesting drug testing are encouraged to seek input from legal counsel and human resources.

E. Specimen Collection

The designated Rogers State University administrator or appointed clinical facility representative shall accompany the healthcare professional to the Employee Health Clinic or Emergency Room and confirm that appropriate portions of a Chain of Custody Form are completed. After the request for drug testing has been made, the healthcare professional shall not be left alone nor allowed bathroom breaks nor allowed to make any stop on the way to the Employee Health Clinic or Emergency Room. For recordkeeping purposes, the social security number of the healthcare professional will be used.

The specimen will be obtained from the healthcare professional in a specific sequence, using reasonable efforts to safeguard the personal and privacy rights of the healthcare professional. Specimens are obtained by trained employee health staff member using appropriate chain of custody procedures. The specimens may be blood and/or urine.

A healthcare professional who is unable to provide a specimen immediately will be detained until a specimen is provided. A healthcare professional who is unable to provide a specimen within three hours of being ordered to do so shall be deemed to have refused to submit the specimen and be subject to corrective action in accordance with this policy.

F. Processing of specimen

The specimen will be processed as follows:

a. The specimen will be appropriately secured until it is picked up for delivery to the testing laboratory.

b. Any positive screening testing is confirmed using gas chromatography/mass spectrometry confirmation or an equivalent scientifically accepted method of equal or greater accuracy as approved by the rules of the State Board of Health at the cutoff levels determined by the State of Board of Health rule. All confirmed positive results will be reported to the designed Medical Review Officer at the testing facility for review prior to informing RSU Administration.

c. The testing laboratory maintains all confirmed positive specimens frozen for a period of one year.

G. Drugs and substances to be tested

The drug screening shall include testing for 10 panel of drugs listed below and alcohol.

Amphetamines
Barbiturates
Benzodiazepines
Cocaine Metabolite
Opiates
Phencyclidine (PCP)
Marijuana (THC) Metabolite
Methadone
Methaqualone
Propoxyphene

H. Confidentiality

All drug and alcohol test results and related information including but not limited to interviews, reports, statements and memoranda, and peer review information, will be maintained in the healthcare professional’s credentialing and/or other file separate from personnel records, and will be considered confidential. The healthcare professional has the right to receive a copy of drug testing results.

I. Positive Test Results

If the test is positive, the Medical Review Officer of the testing facility will communicate with the healthcare professional regarding positive test results and request evidence of valid prescriptions. The healthcare professional will have twenty four to forty eight (24-48) hours to explain, in confidence, the test results to the Medical Review Officer. Once test results are confirmed, the Medical Review Officer of the testing facility will communicate the results to Rogers State University.

In the event of a confirmed positive test result, the healthcare professional will be given the opportunity to meet with an appropriate recovery professional to discuss further evaluation or treatment options. If the licensed healthcare professional fails to agree to meet with an appropriate recovery professional, the matter will be referred to the appropriate state licensing board or body. All healthcare professionals are expected to abide by the recommendations of the recovery professional's evaluation, treatment and any follow-up as a condition of maintaining clinical activities and to participate in patient care delivery.

Notwithstanding the foregoing, in the event of a confirmed positive test result, clinical activities may be limited or suspended at the discretion of RSU administration. The RSU Academic Policies and Procedures Manual outlines additional administrative disciplinary action that may be taken in the event of a confirmed positive test result. In cases where criminal activity may be involved, it may be necessary to report the incident to the legal authorities or other regulatory agencies as required by law.

J. Pending test results

Depending upon the circumstances surrounding the reason for the tests, the healthcare professional's physical and mental condition and the healthcare professional's type of practice and clinical responsibilities, the right to provide specified services or participation in patient care may be suspended until receipt of the test results.

K. Tampering

A healthcare professional who attempts to or alters, tampers with, or in any other way changes his or her specimen will be subject to immediate termination of clinical responsibilities.

L. Retest

A healthcare professional may request a retest of the original split sample after a positive test result. The cost of the retest will be the sole responsibility of the healthcare professional, unless the result is reversed based on the retest. In such case, the university will be responsible for the cost.

M. Costs

The university will pay for the full cost of administering and analyzing tests conducted at the university's request. Any evaluation and treatment costs will be solely the responsibility of the healthcare professional.

N. Post-Drug Testing

After the drug testing has occurred, the person escorting the healthcare professional shall assess the situation and make a decision to ensure the safety of the healthcare professional in consultation with RSU Administration or appointed representative. Some options may include driving the healthcare professional home, calling a cab, a psychiatric consultation or identifying an escort person that will ensure a safe destination. At no time will the healthcare professional in question be allowed to drive or return to the clinical environmental if appearing impaired.

LEGAL/CONTRACT/OUHSC REFERENCE:
AAAHC 2006 standards 2.B.7, 4.B, 5.III.C.9

OU Physicians Impaired Healthcare Professional Policy

OU Physicians Disruptive Healthcare Professional Policy

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Department Head Date

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Dean School Date

---

Vice President for Academic Affairs Date

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President Date

**Rogers State University**
**Stipend Expense Plan 08-09**

| Last Name | First Name |
|---|---|
| Abbott | Kevin |
| Alberty | Sammy |
| Alexander | Sherry |
| Andrews | Linda |
| Armstrong | B.J. |
| Arze | Guido |
| Atkins | Charles |
| Baker | Velinda |
| Baker | Wren |
| Ball | Bridget |
| Beair | Connie |
| Beierschmitt | Bill |
| Belcher | Janet |
| Berryhill | Leonard |
| Blakely | David |
| Blankenship | Jeanna |
| Boergermann | Gary |
| Bolding | Kay |
| Bording | Kristi |
| Borgstrom | Shelly |
| Boston | Danette |
| Boston | Robert |
| Bottoms | Laura |
| Boughner | Robert |
| Boyd | Richard |
| Boyles | Vivian |
| Bradley | Ron |
| Bradley | Ryan |
| Brewer | Larry |
| Brimer | Bryce |
| Brinlee | Kristine |
| Brixley | Cindy |
| Brown | Denton |
| Brown | Kay |
| Brown | Robert |
| Budgick-Butterfield | Stephenie |
| Burkholder | Jonathan |
| Burns | Cathy |
| Bush | Rebecca |
| Calvin | Andrea |
| Canan | Michelle |
| Cernuto | Joseph |
| Chessher | Charles |

| Last Name | First Name |
|---|---|
| Childress | Dawn |
| Chinburg | Susan |
| Choate | Marisa |
| Clark | Sarah |
| Clayton | Diana |
| Coates | Amber |
| Coats | Lindsay |
| Collier | Jo Nell |
| Coomer | Cathy |
| Corn Fernlund | Sharon |
| Cox | Rhonda |
| Crain | Bryan |
| Crownover | Ann |
| Daniels | George Ann |
| Davis | Kyle |
| Dawes | Julie |
| Dial-Driver | Emily |
| Diede | Nancy |
| Doyle | Stephen |
| Dugan | Margaret |
| Dunham | Paul |
| Elwell | Frank |
| Elzo | Larry |
| Emmons-Featherston | Sally |
| Evusa | Juliet |
| Ewing | Kelly |
| Fairchild | Chris |
| Farrar | Helen |
| Faught | Amanda |
| Feigenbaum | Ellen |
| Ferguson | Rebecca |
| Ferris | Jan |
| Fields | Kelli |
| Fields | Lindsay |
| Finney | Taylor |
| Fisher | Christopher |
| Flagg | Richard |
| Foley | Hugh |
| Ford | James |
| Foutch | Stephany |
| Fowler | Pamela |
| Gardner | Roy |
| Garrison | Bruce |

**Rogers State University**
**Stipend Expense Plan 08-09**

| Last Name | First Name |
|---|---|
| Gentry | Jeffery |
| Gilliland | Mike |
| Glass | Claudia |
| Glass | Don |
| Gordon | Elizabeth |
| Grabowski | Frank |
| Gray | Dana |
| Gray | Laura |
| Green | Joseph Larry |
| Grenier | Douglas |
| Gutierrez | Carolyn |
| Guyaux | Dorothy |
| Hadwiger | Joy |
| Hahn | Katharine |
| Hamby | Nicole |
| Hardison | Michael |
| Hargrave | Holly |
| Harrold | Tonni |
| Hart | MaryRose |
| Hart | Megan |
| Hart | William |
| Hartman | Jill |
| Hatley | Paul |
| Hatley | Ronna |
| Haulmark | Myra |
| Herndon | Wayne |
| Hicks | Kelly |
| Hicks | Kenneth |
| Hogan | Mike |
| Holmes | Kelly |
| Hood | Jared |
| Hoyt | Kristin |
| Hurtubise | Samuel |
| Husted | Joy Lin |
| Issacs | Heather |
| Jackson | Eddie |
| Jagel | Martha |
| Jenkins | Greg |
| Johansson | M. Jane |
| Johnson | Steve |
| Kara | Ernest |
| Katz | D. Sue |
| Kern | Sharon |

| Last Name | First Name |
|---|---|
| Kim | Jae-Ho |
| Kirkes | Kristi |
| Koehler | Jeri |
| Kyrylov | Vadym |
| Kyrylova | Tetyana |
| Lamberson | Christie |
| Larkin | Derek |
| Lawless | Alan |
| Layton | Cliff |
| Lee | Jae-Yong |
| Lewis | Lisa |
| Little | Mark |
| Littlefield | Marisa |
| Lucia | Chuck |
| Lundie | Jayne |
| Lurz | Diana |
| Luscomb | Thomas |
| Lynch | Carla |
| Mackie | Mary |
| Macpherson | Peter |
| Mallett | Kristi |
| Marche' | Gary |
| Martin | Keith |
| Martin | Lisa |
| Matthews | Daryl |
| May | Orval |
| McCollough | Kathy |
| McCutchin | Keah |
| McDaniel | Bryon |
| McFadden | Grady |
| McKeon | J. Michael |
| McKinney | Dale |
| Meadors | Mark |
| Mertins | Jim |
| Miles | Amy |
| Miles | Joseph |
| Miller | Mike |
| Moeller | Gary |
| Moore | Nichole |
| Morgan | Stephen |
| Morris | Frances |
| Mullins | Brian |
| Mullis | Dorothy |

**Rogers State University**
**Stipend Expense Plan 08-09**

| Last Name | First Name |
|---|---|
| Myers | Marilyn |
| Namavar | Roya |
| Nascenzi | Nicole |
| Nelson | Michelle |
| Newcomb | David |
| Nodine | Gary |
| Northcutt | Kate |
| Ohman | Clement |
| O'Neal | Lois |
| Ortolani | Brent |
| Pace | Yvonne |
| Paul | Bonnie |
| Payne | Billy |
| Payne | Shonna |
| Payne | Susan |
| Peterson | Pola |
| Pettis | Bayone |
| Philpot | Patricia |
| Potter | Timothy |
| Pranger | Nicholas |
| Prock | Linda |
| Rabb | Tara |
| Ragland | Debbie |
| Rampey | Julie |
| Reeves | Brian |
| Register | Adele |
| Remington | Vance |
| Rice | Susan |
| Richardson | Letitia |
| Richardson | Sam |
| Riden | Ronda |
| Riggs | James |
| Robinson | Rennah |
| Ronan | Rich |
| Ross | Michael |
| Rutledge | Gary |
| Sagrera | Joseph |
| Sample | John |
| Scheidel | Daniel |
| Schmickle | Denny |
| Seward | Patricia |
| Seward | Patrick |
| Sheppler | Juanita |

| Last Name | First Name |
|---|---|
| Short | Kyla |
| Shuey | Jennifer |
| Sims | Patricia |
| Sipes | Marsha |
| Smith | Karen |
| Smith | Misty |
| Soe | Min |
| Sparkman | Joey |
| Spencer | Donna |
| St. John | Evalon |
| Spurlock | Rhonda |
| Stonebarger | Trudy |
| Story | Claudia |
| Street | James |
| Summers | Bill |
| Sutherland | Brandi |
| Sutton | Terry |
| Switala | Pamela |
| Szopinski | Leonard |
| Taber | Catrina |
| Tait | David |
| Tatro | Dawn |
| Taylor | Carolyn |
| Taylor | Quentin |
| Thompson | Gregory |
| Tiblow | Clint |
| Tollison | Hubert |
| Tripp | Shirley |
| Turk | J Renee |
| Turner | Zachary |
| Uzzo | John |
| Van Diest | Mary |
| Varner | Monica |
| Voska | Kirk |
| Wall | Connie |
| Warwick | Sheila |
| Weaver | Melissa |
| Webb | Lori |
| Wells | Michael |
| White | Reneen |
| Wigginton | Nicole |
| Williams | Amy |
| Williams | Lloyd |

**Rogers State University**
**Stipend Expense Plan 08-09**

| Last Name | First Name |
|---|---|
| Williams | W. Lee |
| Willis | Bob |
| Wilson | Lynn |
| Windle | Shirley |
| Winzenburg | Sarah |
| Wise | Beverly |
| Wofford | Heather |
| Woller | Kevin |
| Woller | Kimberly |
| Yetter | Cecilia |
| Yoder | Tim |
| York | Loretta |
| Zodrow | Christine |

# 403(b) Plan Document For Public Education Organizations

The Employer has evidenced its intent to adopt this Plan by executing the Adoption Agreement which is a part of this 403(b) Plan written document. This document, the Adoption Agreement, Provider/Vendor agreement and any underlying Annuity Contracts and Custodial Accounts provided by the authorized Vendors, and any forms and administrative policies and procedures, shall constitute the entire Plan. This plan document includes the IRS model language set forth in Rev. Proc. 2007-71 and has been modified to delete certain optional features and include provisions that were not included in the IRS model language.

## SECTION 1
## DEFINITIONS

The following words and terms, when used in the Plan, have the meaning set forth below.

1.1 **"Account"**: The account or accumulation maintained for the benefit of any Participant or Beneficiary under an Annuity Contract or a Custodial Account.

1.2 **"Account Balance"**: The value of the aggregate amount credited to each Participant's Account under all Accounts, including the Participant's Elective Deferrals, Roth 403(b) Contributions, the earnings or loss of each Annuity Contract or a Custodial Account (net of expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Section 6 for rollover contributions and plan-to-plan transfers made for a Participant, if such contributions are authorized under the Adoption Agreement, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in section 414(p)(8) of the Code).

1.3 **"Administrator"**: Unless otherwise indicated in Section V of the Adoption Agreement, the Employer is the Administrator. Notwithstanding this appointment, the Administrator may delegate, by separate agreement, any administrative responsibilities hereunder to one or more persons, committees, Vendors, or other organizations.

1.4 **"Annuity Contract"**: A nontransferable contract as defined in section 403(b)(1) of the Code, established for each Participant by the Employer, or by each Participant individually, that is issued by an insurance company qualified to issue annuities in the state in which the Employer or Participant, as applicable, resides and that includes payment in the form of an annuity.

1.5 **"Beneficiary"**: The designated person who is entitled to receive benefits under the Plan after the death of a Participant, subject to such additional rules as may be set forth in the Individual Agreements.

1.6 **"Custodial Account"**: The group or individual custodial account or accounts, as defined in section 403(b)(7) of the Code, established for each Participant by the Employer, and/or by each Participant individually, to hold assets of the Plan.

1.7 **"Code"**: The Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

1.8 **"Compensation"**: All cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election under Section 2 made to reduce compensation in order to have Elective Deferrals under the Plan).

1.9 **"Disability"**: The definition of disability provided in the applicable Individual Agreement.

1.10 **"Elective Deferral"**: The Employer contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation. Elective Deferrals are limited to pre-tax salary reduction contributions.

1.11 **"Employee"**: Each individual, whether appointed or elected, who is a common law employee of the Employer performing services for a public school as an employee of the Employer. This definition is not applicable unless the employee’s Compensation for performing services for a public school is paid by the Employer. Further, a person occupying an elective or appointive public office is not an employee performing services for a public school unless such office is one to which an individual is elected or appointed only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State or local government.

1.12 **"Employer"**: The public education organization identified in Section I of the Adoption Agreement as the Employer.

1.13 **“Employer Contributions”**: Any contributions made to the Plan by the Employer as provided in the Adoption Agreement.

1.14 **"Funding Vehicles"**: The Annuity Contracts or Custodial Accounts issued for funding amounts held under the Plan and specifically approved by Employer for use under the Plan.

1.15 **"Includible Compensation"**: An Employee’s actual wages received by Employee for the most recent period of service that may be counted as a year of service under Section 403(b) of the Code, and increased (up to the dollar maximum) by any compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including any Elective Deferral under the Plan). Notwithstanding the foregoing, for purposes of determining Employer Contributions, Includible Compensation shall be subject to a maximum of $230,000 (2008, or such higher maximum as may apply under section 401(a)(17) of the Code). The amount of Includible Compensation is determined without regard to any community property laws.

1.16 **"Individual Agreement"**: The agreements between a Vendor and the Employer and/or a Participant that constitutes or governs a Custodial Account or an Annuity Contract.

1.17 **"Participant"**: An individual for whom Elective Deferrals or other contributions permitted herein are currently being made, or for whom such contributions have previously been made, under the Plan and who has not received a distribution of his or her entire Account Balance under the Plan.

1.18 **"Plan"**: The name given to this Plan as shown in Section II of the Adoption Agreement.

1.19 **"Plan year"**: The calendar year.

1.20 **"Related Employer"**: The Employer and any other entity which is under common control with the Employer under section 414(b) or (c) of the Code. For this purpose, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.

1.21 **"Roth 403(b) Contribution"**: If authorized in Section III of the Adoption Agreement, any contribution made by a Participant which is designated as a Roth 403(b) Contribution that qualifies as a roth contribution under section 402A of the Code.

1.22 **"Severance from Employment"**: For purpose of the Plan, Severance from Employment means Severance from Employment with the Employer and any Related Entity. However, a Severance from Employment also occurs on any date on which an Employee ceases to be an employee of a public school, even though the Employee may continue to be employed by a Related Employer that is another unit of the State or local government that is not a public school or in a capacity that is not employment with a public school (e.g., ceasing to be an employee performing services for a public school but continuing to work for the same State or local government employer).

1.23 **"Vendor"**: The provider of an Annuity Contract or Custodial Account, or any organization expressly authorized by such provider to act on their behalf under this Plan.

1.24 **"Valuation Date"**: Each business day of the Plan Year.

## SECTION II
## PARTICIPATION AND CONTRIBUTIONS

2.1 **Eligibility.** Except as otherwise excluded in Section II of the Adoption Agreement, each Employee shall be eligible to participate in the Plan and elect to have Elective Deferrals made on his or her behalf hereunder immediately upon becoming employed by the Employer. However, an Employee who is a student-teacher (i.e., a person providing service as a teacher's aid on a temporary basis while attending a school, college or university) is not eligible to participate in the Plan.

2.2 **Contributions.**

(a) **Elective Deferrals.** An Employee elects to become a Participant by executing an election to reduce his or her Compensation (and have that amount contributed as an Elective Deferral on his or her behalf) and filing it with the appropriate Administrator. This Compensation reduction election shall be made on the agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. The Administrator may establish an annual minimum deferral amount no higher than $200, and may change such minimum to a lower amount from time to time. The participation election shall also include designation of the Funding Vehicles and Accounts therein to which Elective Deferrals are to be made. Any such election shall remain in effect until a new election is filed. Only an individual who performs services for the Employer as an Employee may reduce his or her Compensation under the Plan. Each Employee will become a Participant in accordance with the terms and conditions of the Individual Agreements. All Elective Deferrals shall be made on a pre-tax basis. An Employee shall become a Participant as soon as administratively practicable following the date applicable under the employee's election.

(b) **Roth 403(b) Contributions**. If authorized in Section III of the Adoption Agreement and if permitted under an Employee's Individual Agreement(s), an Employee may elect to make Roth 403(b) Contributions to the Plan. The Participant's election to make Roth 403(b) Contributions shall be made on the agreement provided by the Administrator and shall also include designation of the Funding Vehicles and Accounts therein to which Elective Deferrals are to be made. Any such election shall remain in effect until a new election is filed. The Administrator may establish an annual minimum Roth 403(b) Contribution amount no higher than $200, and may change such minimum to a lower amount from time to time.

(c) **Employer Contributions**.

(1) If authorized in Section III of the Adoption Agreement, the Employer may make nonelective Employer contributions to Accounts of designated Employees. Employer Contributions shall be determined in accordance with the Adoption Agreement. Contributions made under this Section 2.2(c) shall be deposited into each Participant's Account in accordance with Section 2.5 of the Plan.

(2) Employer may make contributions into the 403(b) contracts of former Employees, provided that any such contributions satisfy all of the following conditions:

A. Contributions may not be made later than the fifth calendar year following the year in which the former Employee ceased to be an Employee.

B. Contributions may not be made following the month of the former

Employee's death.

C. Contributions shall be 100% vested at all times.

D. Contributions shall be based on "includible compensation" as defined in Section 403(b) of the Code as modified by IRS regulations and shall be subject to the limitations of Section 415(c)(1) of the Code.

Subject to (B) above, amounts not contributed by Employer to any former Employee's 403(b) Contract due to the contribution limitations of section 415(c) of the Code shall be contributed in the next Plan Year (and each succeeding Plan Year) until the Employer contributes all amounts due to Participant. No contributions may be made after the last day of the fifth year following the year in which the Participant's Severance from Employment occurred.

2.3 **Information Provided by the Employee.** Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan, including any information required under the Individual Agreements.

2.4 **Change in Elective Deferrals Election.** Subject to the provisions of the applicable Individual Agreements, an Employee may at any time revise his or her participation election, including a change of the amount of his or her Elective Deferrals or a change in the allocation of his or her Elective Deferrals, pre-tax deferrals or after-tax deferrals to the Roth 403(b) Contribution option, if permitted, and the designation of Funding Vehicles and Accounts. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees.

2.5 **Contributions Made Promptly.** Elective Deferrals under the Plan shall be transferred to the applicable Funding Vehicle within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant, unless an earlier date is required by applicable state law. Employer Contributions shall be transferred to the applicable Funding Vehicle within a reasonable period of time but in no event later than thirty (30) days after the end of the Employer's regular work year for which such contributions were owed.

2.6 **Leave of Absence**. Unless an election is otherwise revised, if an Employee is absent from work by leave of absence, Elective Deferrals under the Plan shall continue to the extent that Compensation continues.

## SECTION III
## LIMITATIONS ON AMOUNTS DEFERRED

3.1 **Basic Annual Limitation.** Except as provided in Sections 3.2 and 3.3, the maximum amount of the Elective Deferral under the Plan for any calendar year shall not exceed the lesser of (a) the applicable dollar amount or (b) the Participant's Includible Compensation for the calendar year. The applicable dollar amount is the amount established under section 402(g)(1)(B) of the Code, which is $15,500 for 2008, and is adjusted for cost-of-living after 2008 to the extent provided under Section 415(d) of the Code.

3.2 **Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service**. If authorized in Section III of the Adoption Agreement, the applicable dollar amount under Section 3.1(a) for any "qualified employee" is increased (to the extent provided in the Individual Agreements) by the least of:

(a) $3,000;

(b) The excess of:

1. $15,000, over
2. The total special 403(b) catch-up elective deferrals made for the qualified employee by the qualified organization for prior years; or

(c) The excess of:

1. $5,000 multiplied by the number of years of service of the employee with the qualified organization for prior years, over
2. The total Elective Deferrals and, if applicable, Roth 403(b) Contributions made for the employee by the qualified organization for prior years.

For purposes of this Section 3.2, a "qualified employee" means an employee who has completed at least 15 years of service taking into account only employment with the Employer.

3.3 **Age 50 Catch-up Elective Deferral Contributions.** An Employee who is a Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Elective Deferrals and, if applicable, Roth 403(b) Contributions, up to the maximum age 50 catch-up Elective Deferrals for the year. The maximum dollar amount of the age 50 catch-up Elective Deferrals and, if applicable, Roth 403(b) Contributions for a year is $5,000 for 2008, and is adjusted for cost-of-living after 2008 to the extent provided under the Code.

3.4 **Coordination**. If Section III of the Adoption Agreement authorizes contributions under Section 3.2 of the Plan, amounts in excess of the limitation set forth in Section 3.1 shall be allocated first to the special 403(b) catch-up under Section 3.2 and next as an age 50 catch-up contribution under Section 3.3. However, in no event can the amount of the Elective Deferrals and, if applicable, Roth 403(b) Contributions for a year be more than the Participant's Includible Compensation for the year.

3.5 **Special Rule for a Participant Covered by Another Section 403(b) Plan.** For purposes of this Section 3, if the Participant is or has been a participant in one or more other plans under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Section 3. For this purpose, the Administrator shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another plan maintained by a Related Entity shall be taken into account for purposes of Section 3.2 only if the other plan is a § 403(b) plan.

3.6 **Correction of Excess Elective Deferrals.** If the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the Elective Deferral on behalf of a

Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another plan of the employer under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code for which the Participant provides information that is accepted by the Administrator), then the Elective Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant in accordance with applicable IRS guidance. Notwithstanding the foregoing, if Roth 403(b) Contributions are elected in the Adoption Agreement, the correction of excess amounts shall be made pursuant to Section 10.7.

3.7 **Protection of Persons Who Serve in a Uniformed Service.** An Employee whose employment is interrupted by qualified military service under section 414(u) of the Code or who is on a leave of absence for qualified military service under section 414(u) of the Code may elect to make additional Elective Deferrals upon resumption of employment with the Employer equal to the maximum Elective Deferrals that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under section 414(u) of the Code, this right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

3.8 **Annual Contribution Limits**. The aggregate amount contributed into a Participant's 403(b) Account for any year shall not exceed the amount permitted under section 415(c) of the Code based on the Participant's most recent year of service determined under section 403(b) of the Code. If any Employer Contributions cause a Participant's 403(b) contract to exceed the annual contribution limitation of section 415(c)(1) of the Code, the excess contributions shall be segregated and treated in a manner consistent with applicable IRS guidance on excess "annual additions."

## SECTION IV
## LOANS

4.1 **Loans**. If authorized in Section IV of the Adoption Agreement, loans shall be permitted under the Plan to the extent permitted by and in accordance with the Individual Agreements controlling the Account assets from which the loan is made and by which the loan will be secured.

4.2 **Information Coordination Concerning Loans.** Each Vendor is responsible for all information reporting and tax withholding required by applicable federal and state law in connection with distributions and loans. To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the Administrator(s) shall take such steps as may be appropriate to coordinate the limitations on loans set forth in Section 4.3, including the collection of information from Vendors, and transmission of information requested by any Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. The Administrator(s) shall also take such steps as may be appropriate to collect information from Vendors, and transmission of information to any Vendor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of the Employer.

4.3 **Maximum Loan Amount.** No loan to a Participant under the Plan may exceed the lesser of:

(a) \$50,000, reduced by the greater of (i) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or (ii) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period); or

(b) one half of the value of the Participant's vested Account Balance (as of the Valuation Date immediately preceding the date on which such loan is approved by the Administrator).

For purposes of this Section 4.3, any loan from any other plan maintained by the Employer and any Related Employer shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this paragraph. No loan will be allowed for a repayment period that exceeds five (5) years from the loan effective date.

4.4 **Loan Repayments For Participants in Military Service**. Notwithstanding any other provision of the Plan or any Annuity Contract or Custodial Account, loan repayments by eligible uniformed services personnel may be suspended as permitted under section 404(u)(4) of the Code and the terms of any loan shall be modified to conform to the requirements of the Uniformed Services Employment and Reemployment Rights Act.

## SECTION V
## BENEFIT DISTRIBUTIONS

5.1 **Benefit Distributions At Severance from Employment or Other Distribution Event**. Except as permitted under Section 3.6 (relating to excess Elective Deferrals), Section 5.3 (relating to withdrawals of amounts rolled over into the Plan), Section 5.4 (relating to hardship), or Section 10.7 (relating to excess Roth 403(b) Contributions and/or excess Elective Deferrals) distributions from a Participant's Account may not be made earlier than the earliest of the date on which the Participation has a Severance from Employment, dies, becomes Disabled, or attains age 59½. Notwithstanding the foregoing and in accordance with the terms of the Individual Agreements, the withdrawal restrictions described above do not apply to Elective Deferrals made to an Annuity Contract and attributable earnings as of December 31, 1988. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements or, if later, the end of the plan year beginning in 1988, whichever applies.

5.2 **Minimum Distributions**. Each Individual Agreement shall comply with the minimum distribution requirements of section 401(a)(9) of the Code and the regulations thereunder. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of § 1.408-8 of the Income Tax Regulations, except as provided in Treas. Reg. § 1.403(b)-6(e).

5.3 **In-Service Distributions From Rollover Account.** If the Funding Vehicle in which a Participant's Account is invested maintains a separate account attributable to rollover contributions to the Plan, to the extent permitted by the applicable Individual Agreement, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

5.4 **Hardship Withdrawals**. If authorized under Section IV of the Adoption Agreement, the following subsections shall apply:

(a) Hardship withdrawals shall be permitted under the Plan to the extent permitted by the Individual Agreements controlling the Account assets to be withdrawn to satisfy the hardship. No Elective Deferrals shall be allowed under the Plan or any other Plan of the Employer during the 6-month period beginning on the date the Participant receives a distribution on account of hardship;

(b) The Individual Agreements shall provide for the exchange of information among the Employer and the Vendors to the extent necessary to implement the Individual Agreements including the Vendor notifying the Employer of the withdrawal in order for the Employer to implement the resulting 6-month suspension of the Participant's right to make Elective Deferrals under the Plan or any other Plan of the Employer. Notwithstanding any Individual Agreement, the Plan only permits hardship withdrawals that satisfy the "safe harbor" standards with respect to establishing an immediate and heavy financial need (under Treas. Reg. §1.401(k)-1(d)(3)(iii)(B) and, except as the Vendor specifically agrees to administer under another permitted standard, satisfy the lack of other resources requirement (under Treas. Reg. 1.401(k)-1(d)(3)(iv)(E)).

5.5 **Rollover Distributions**.

(a) A Participant or the Beneficiary of a deceased Participant (or a Participant's spouse or former spouse who is an alternate payee under a domestic relations order, as defined in section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant's death was neither the spouse of the Participant nor the spouse or former spouse of the participant who is an alternate payee under a domestic relations order, a direct rollover is payable only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of section 408(d)(3)(C) of the Code).

(b) Each Vendor shall be separately responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

## SECTION VI
## ROLLOVERS TO THE PLAN AND TRANSFERS

### 6.1 Eligible RolloverContributions and Distributions.

(a) **Eligible Rollover Contributions**. To the extent provided in the Individual Agreements and Section IV of the Adoption Agreement, an Employee who is a Participant who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. Such rollover contributions shall be made in the form of cash only. The Vendor may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of section 402(c)(8)(B) of the Code. However, unless Roth 403(b) Contributions are authorized under the Adoption Agreement, in no event does the Plan accept a rollover contribution from a Roth elective deferral account under an applicable retirement plan described in section 402A(e)(1) of the Code. Unless otherwise provided by the terms of applicable Individual Agreements, Vendors shall provide separate accounting for any eligible rollover distribution paid to the Plan.

(b) **Eligible Rollover Distribution**. For purposes of Section 6.1(a), an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, except that an eligible rollover distribution does not include (1) any installment payment for a period of 10 years or more, (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the employee, (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under section 401(a)(9) of the Code, or corrective distribution of excess amounts in accordance with Sections 3.6 and 10.7. In addition, an eligible retirement plan means an individual retirement account described in section 408(a) and 408A of the Code, an individual retirement annuity described in section 408(b) and 408A of the Code, a qualified trust described in section 401(a) of the Code, an annuity plan described in section 403(a) or 403(b) of the Code, or an eligible governmental plan described in section 457(b) of the Code, that accepts the eligible rollover distribution.

6.2 **<u>Plan-to-Plan Transfers to the Plan</u>**.

(a) If authorized under Section IV of the Adoption Agreement, the Administrator may permit a transfer of assets to the Plan as provided in this Section 6.2. Such a transfer is permitted only if the other plan provides for the direct transfer of each person's entire interest therein to the Plan and the participant is an Employee or former Employee of the Employer. The Administrator and any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Administrator or any Vendor accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with Treas. Reg. § 1.403(b)-10(b)(3) and to confirm that the other plan is a plan that satisfies section 403(b) of the Code.

(b) The amount so transferred shall be credited to the Participant's Account Balance, so that the Participant or Beneficiary whose assets are being transferred has an accumulated benefit immediately after the transfer at least equal to the accumulated benefit with respect to that Participant or Beneficiary immediately before the transfer.

(c) To the extent provided in the Individual Agreements holding such transferred amounts, the amount transferred shall be held, accounted for, administered and otherwise treated in the same manner as an Elective Deferral or, if applicable, Roth 403(b) Contribution by the Participant under the Plan, except that (1) the Individual Agreement which holds any amount transferred to the Plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the Individual Agreement must impose restrictions on distributions to the Participant or Beneficiary whose assets are being transferred that are not less stringent than those imposed on the transferor plan and (2) the transferred amount shall not be considered an Elective Deferral under the Plan in determining the maximum deferral under Section 3.

6.3 **<u>Plan-to-Plan Transfers from the Plan</u>.**

(a) If authorized under Section IV of the Adoption Agreement, Participants and Beneficiaries may elect to have all or any portion of their Account Balance transferred to another plan that satisfies section 403(b) of the Code in accordance with Treas. Reg. § 1.403(b)-10(b)(3). A transfer is permitted under this Section 6.3(a) only if the Participants or Beneficiaries are Employees or former Employees of the Employer under the receiving plan and the other 403(b) plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred.

(b) The other 403(b) plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the other plan shall impose 403(b) restrictions on distributions to the Participant or Beneficiary whose assets are transferred that are not less stringent than those imposed under the Plan. In addition, if the transfer does not constitute a complete transfer of the Participant's or

Beneficiary's interest in the Plan, the other plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

(c) Upon the transfer of assets under this Section 6.3, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 6.3 (for example, to confirm that the receiving plan satisfies section 403(b) of the Code and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to Treas. Reg. § 1.403(b)-10(b)(3).

6.4 **Contract and Custodial Account Exchanges**.

(a) If authorized in Section IV of the Adoption Agreement, a Participant or Beneficiary is permitted to change the investment of his or her Account Balance among the Vendors under the Plan, subject to the terms of the Individual Agreements. However, unless otherwise indicated on the Adoption Agreement, exchanges are not permitted to Vendors that are not eligible to receive contributions under Section 2. If the Adoption Agreement authorizes exchanges to a Vendor that is not eligible to receive contributions under Section 2, the conditions in paragraphs (b) through (d) of this Section 6.4 must be satisfied.

(b) The Participant or Beneficiary must have an Account Balance immediately after the exchange that is at least equal to the Account Balance of that Participant or Beneficiary immediately before the exchange (taking into account the Account Balance of that Participant or Beneficiary under both section 403(b) contracts or custodial accounts immediately before the exchange).

(c) The Individual Agreement with the receiving Vendor has distribution restrictions with respect to the Participant that are not less stringent than those imposed on the investment being exchanged.

(d) The Employer enters into an agreement with the receiving Vendor for the other contract or custodial account under which the Employer and the Vendor will from time to time in the future provide each other with the following information:

(1) Information necessary for the resulting contract or custodial account, or any other contract or custodial accounts to which contributions have been made by the Employer, to satisfy section 403(b) of the Code, including the following:

(i) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in Section 5.1);

(ii) the Vendor notifying the Employer of any hardship withdrawal under Section 5.4 if the withdrawal results in a 6-month suspension of the Participant's right to make Elective Deferrals under the Plan; and

(iii) the Vendor providing information to the Employer or other Vendors concerning the Participant's or Beneficiary's section 403(b) contracts or custodial accounts or qualified employer plan benefits (to enable a Vendor to determine the amount of any plan loans and any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules of Section 5.4); and

(2) Information necessary in order for the resulting contract or custodial account and any other contract or custodial account to which contributions have been made for the Participant by the Employer to satisfy other tax requirements, including the following:

i. the amount of any plan loan that is outstanding to the Participant in order for a Vendor to determine whether an additional plan loan satisfies the loan limitations of Section 4.3, so that any such additional loan is not a deemed distribution under section 72(p)(1); and

ii. information concerning the Participant's or Beneficiary's Roth Contributions and after-tax employee contributions in order for a Vendor to determine the extent to which a distribution is includible in gross income.

(e) If any Vendor ceases to be eligible to receive Elective Deferrals under the Plan, the Vendor shall enter into an information sharing agreement as described in Section 6.4(d) with the Employer if the Employer's existing contract with the Vendor does not provide for the exchange of information described in Section 6.4(d)(1) and (2).

6.5 **<u>Permissive Service Credit Transfers</u>.**

(a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 6.5(a) may be made before the Participant has had a Severance from Employment.

(b) A transfer may be made under Section 6.5(a) only if the transfer is either for the purchase of permissive service credit (as defined in section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which section 415 of the Code does not apply by reason of section 415(k)(3) of the Code.

(c) In addition, if a plan-to-plan transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the transferor plan, the Plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or

Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

## SECTION VII
## INVESTMENT OF CONTRIBUTIONS

7.1 **Manner of Investment**. All Elective Deferrals, Roth 403(b) Contributions, Employer Contributions or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

7.2 **Investment of Contributions**. Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Annuity Contract or Custodial Account in accordance with the terms of the Individual Agreements. Transfers and exchanges among Annuity Contracts and Custodial Accounts may be made to the extent provided in the Individual Agreements and permitted under applicable Income Tax Regulations.

7.3 **Current and Former Vendors**. The Administrator shall maintain a list of all Vendors under the Plan. Such list is hereby incorporated as part of the Plan. Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy section 403(b) of the Code or other requirements of applicable law. In the case of a Vendor which is not eligible to receive Elective Deferrals under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive Elective Deferrals under the Plan and a Vendor holding assets under the Plan in accordance with Section 6.2 or 6.4), the Employer shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

## SECTION VIII
## AMENDMENTS TO THE PLAN

8.1 **Termination of Contributions**. The Employer has adopted the Plan with the intention and expectation that contributions will be continued indefinitely. However, the Employer has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.

8.2 **Amendment and Termination.** The Employer reserves the authority to amend or terminate this Plan at any time. However, any amendment which reduces contractual rights or benefits under an Individual Agreement shall apply prospectively only except as required under the Code and applicable regulations promulgated thereunder.

8.3 **<u>Distribution Upon Termination of the Plan</u>**. The Employer may provide that, in connection with a termination of the Plan and subject to any restrictions contained in the Individual Agreements, all Accounts will be distributed, provided that the Employer and any Related Employer on the date of termination do not make contributions to an alternative section 403(b) contract that is not part of the Plan during the period beginning on the date of plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the Income Tax Regulations.

## SECTION IX
## MISCELLANEOUS

9.1 **<u>Non-Assignability</u>.** Except as provided in Section 9.2 and 9.3, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary’s creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable.

9.2 **<u>Domestic Relation Orders</u>.** Notwithstanding Section 9.1, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any state (“domestic relations order”), then the amount of the Participant’s Account Balance shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

9.3 **<u>IRS Levy</u>.** Notwithstanding Section 9.1, the Administrator may direct payment from a Participant's or Beneficiary's Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

9.4 **<u>Tax Withholding</u>**. Contributions to the Plan are subject to applicable employment taxes (including, if applicable, Federal Insurance Contributions Act (FICA) taxes with respect to Elective Deferrals and Roth 403(b) Contributions, which constitute wages under section 3121 of the Code). Any benefit payment made under the Plan is subject to applicable income tax withholding requirements (including section 3401 of the Code and the Employment Tax Regulations thereunder). A payee shall provide such information as the Administrator or Vendor may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.

9.5 **Payments to Minors and Incompetents.** If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid in conformity with applicable Annuity Contracts or Custodial Accounts. If the applicable Annuity Contracts or Custodial Accounts do not address the issue of payments to minors and incompetents, then the Administrator shall direct payment of the benefit to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

9.6 **Mistaken Contributions.** If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned to the party that made the contribution.

9.7 **Procedure When Distributee Cannot Be Located.** The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the records of the Employer or the Administrator, (b) notification sent to the Social Security Administration or the Pension Benefit Guaranty Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Funding Vehicle shall continue to hold the benefits due such person.

9.8 **Incorporation of Individual Agreements**. The Plan, together with the Adoption Agreement and any Individual Agreements, is intended to satisfy the requirements of section 403(b) of the Code and the Income Tax Regulations thereunder. Terms and conditions of the Adoption Agreement and applicable Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Code. In such event, the Individual Agreements shall be interpreted, to the extent possible, in a manner to conform to the Plan and applicable requirements, provided however that the Plan may not enlarge the rights of the Employer, the Administrator, or a Participant under the Individual Agreement

9.9 **Governing Law**. The Plan will be construed, administered and enforced according to the Code and the laws of the state in which the Employer has its principal place of business.

9.10 **Headings**. Headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

9.11 **Gender**. Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.

9.12 **Indemnification**. If Employer appoints an Employee or committee of Employees to represent Employer as the Administrator of the Plan, Employer shall, to the extent permitted by applicable law, indemnify any such Employee acting on its behalf in this capacity. Such individuals shall be indemnified from any and all liability that may arise by reason of his action or failure to act concerning this Plan, excepting any willful misconduct or criminal acts.

## SECTION X
## ROTH 403(B) CONTRIBUTION PROVISIONS

10.1 **General Application**. This Section 10 shall apply only if the Employer has elected to permit Roth Contributions under the Plan as indicated in Section III of the Adoption Agreement.

10.2 **Roth 403(b) Contributions**. Participants may make Roth 403(b) Contributions to their Accounts under the Plan if authorized by the Employer on the Adoption Agreement. Unless otherwise provided, such contributions shall be treated as Elective Deferrals and are therefore subject to the requirements and limitations imposed by section 402(g) of the Code. A Participant's Roth 403(b) Contributions shall be allocated to a separate account maintained for such deferrals as described in Section 10.3.

10.3 **Separate Accounting Requirements**. Contributions and withdrawals of Roth 403(b) Contributions, and earnings or losses thereon, shall be credited and debited to each Participant's Account and shall be separately accounted for under each Employee's Account. Gains, losses, and other credits or charges shall be separately allocated on a reasonable and consistent basis for each Employee's Roth 403(b) Contributions. Except as provided in Section 10.6, no contributions other than Roth 403(b) Contributions and properly attributable earnings may be credited to each Employee's Roth subaccount.

10.4 **Deposit Requirements.** Roth 403(b) Contributions shall be deposited with the applicable Funding Vehicles as soon as practicable in accordance with Section 2.5 of the Plan, unless an earlier date is required under state law.

10.5 **Direct Roth Rollovers From the Plan.** Notwithstanding Section 5.5 of the Plan, Participants may only make a direct rollover of a distribution of Roth 403(b) Contributions (and earnings thereon) to another 403(b) plan with Roth contribution features; to a 401(k) Plan with Roth contribution features, or to a Roth IRA described in section 408A of the Code, and only to the extent the rollover is permitted under the rules of section 402(c) of the Code.

10.6 **Roth Rollovers Into the Plan.** Notwithstanding Section 6.1 of the Plan, and unless otherwise indicated on the Adoption Agreement, direct rollovers of Roth 403(b) Contributions and Roth 401(k) contributions and earnings thereon from another 403(b) plan with Roth contribution features, or from a 401(k) Plan with Roth contribution features are permitted, provided that the Funding Vehicles selected by a Participant will accept such Roth rollovers. Direct rollovers shall only be permitted if the transmitting plan satisfies the conditions set forth in section 402A(e)(1) of the Code and only to the extent the rollover is permitted under the rules of section 402(c) of the Code.

10.7 **Correction of Excess Deferrals.** Excess deferrals shall be corrected by first distributing Roth 403(b) Contributions (plus earnings thereon) made during the Plan Year and then by distributing a Participant's Elective Deferrals (plus earnings thereon). However, if a highly compensated employee (as defined in Section 414(q) of the Code) experiences an excess deferral in any Plan Year, he may designate the extent to which the excess amount is composed of Elective Deferrals and Roth 403(b) Contributions, provided that both types of contributions were made by the Employee during the applicable Plan Year. If the highly compensated employee does not designate which type of contributions are to be distributed, then Elective Deferrals shall be distributed first, followed by Roth 403(b) Contributions.

10.8 **Definition of Roth 403(b) Contributions.** A Roth 403(b) Contribution is an Employee contribution that is:

(a) designated irrevocably by the Employee as such on his or her salary reduction/deduction form to be a Roth 403(b) Contribution; and
(b) treated by the Employer as includible in the Employee's income.

10.9 **Roth Caveat**. Employer, Administrator and providers of Annuity Contracts and Custodial Accounts shall utilize good faith compliance efforts to conform to the requirements applicable to Roth 403(b) Contributions based on applicable IRS guidance related to such contributions. The Plan shall be administered and interpreted in the manner necessary to ensure compliance with such guidance.

The Employer has evidenced its intent to adopt this Plan by executing the Adoption Agreement which is a part of this 403(b) Plan document.

# ADOPTION AGREEMENT FOR THE 403(b) PLAN DOCUMENT FOR PUBLIC EDUCATION ORGANIZATIONS

Employer hereby establishes a 403(b) plan by adopting the 403(b) Plan Document (the "Plan") as modified by this Adoption Agreement and agrees that the following provisions shall be incorporated as part of the Plan document.

## SECTION I. EMPLOYER INFORMATION

**Name of Employer:** ___Rogers State University_____________________________________________

**Federal Tax ID:** ___73-6017987_______________________________________________________________

**Employer's Address:** _____1701 W. Will Rogers Blvd.________________________________________
________________________Claremore. OK 74017_____________________________________________
___________________________________________________________________________________

**Telephone Number:** ___1-918-343-777____________ **Fax:** ____1-918-343-675______________

**Contact Person:** _______Mark Meadors___________________________________________________

Telephone/Extension: _____1-918-343-7860 E-mail ____mmeadors@rsu.edu________________________

**Type of Organization:**

☐ K-12 Public School ☐ Community College X Public College/University

## SECTION II. PLAN INFORMATION

**Name of Plan:** _______Rogers State University_______________________________403(b) Plan

**Effective Date:** This Adoption Agreement:

X establishes a Plan effective as of ___January 1, 2009_ (the "Effective Date") and is the first 403(b) plan document established by the Employer.

☐ amends and restates a previously established 403(b) plan document of the Employer. The effective date of this amended Plan is ________________________ (the "Effective Date").

**Eligibility:** Except as otherwise selected below, all employees are immediately eligible to make contributions under the Plan. Eligibility for Employer Contributions is based on applicable employment agreements or collective bargaining agreements to which an employee is subject. The plan shall not include:

☐ Employees who are eligible to participate in one or more plans described under Section 403(b)(12)(A) of the Code during the calendar year sponsored by the Employer.

☐ Employees who are students and regularly attending classes at the Employer institution during the calendar year (limited to Employers that are educational institutions).

☐ Employees who normally work fewer than ___ hours per week (must be 20 or less).

**Note: <u>The inclusion of *all* common law employees will prevent an inadvertent violation of the eligibility requirements of Section 403(b)(A)(ii).</u>**

☐ Employees who are non-resident aliens.

## SECTION III. CONTRIBUTIONS

**<u>Employee Contributions</u>** (in addition to salary reduction contributions):

☐ Roth 403(b) Contributions to the Plan are permitted beginning on ________________.

X Roth 403(b) Contributions are NOT permitted under the Plan.

*(Default: If no election is made, Roth 403(b) Contributions are <u>not</u> permitted)*

**<u>Employer Contributions (</u>** if any):

☐ No Employer Contributions will be made.

X Employer Contributions will be made in accordance with applicable employment agreements and collective bargaining agreements, or as may be determined from year to year by the Employer.

**15 Years of Service Catch Up Contributions:** The Plan *will* X or *will not* ☐ permit employees with 15 years of service with the Employer that satisfy the conditions for the Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service (Section 3.2 of the Plan) to increase their Elective Deferrals limitation.

(*Default: If no election is made, Catch Up Contributions are not permitted)*

**Investment Options: A**ny Annuity Contracts and/or Custodial Accounts provided by Vendors authorized on Appendix 1, which may be revised from time to time, are authorized to accept contributions under the Plan.

## <u>SECTION IV. OTHER TRANSACTIONS</u>

**Exchanges Within the Plan**: The Plan *will* X or *will not* ☐ permit Participants to make Exchanges If permitted, Exchanges may occur between:

X Those organizations listed on Appendix 1 only (*default if no election made*)

☐ Those organizations listed on Appendix 1 and any other organization offering annuity contracts and or custodial accounts that satisfy the requirements of Section 6.2 (a) through (e) of the Plan.

**Transfers Into the Plan :** The Plan *will* X or *will not* ☐ accept Transfers from another employer's 403(b) plan.

(*Default: If no election is made, Transfers will be accepted.)*

**Transfers From the Plan :** The Plan *will* X or *will not* ☐ permit Transfers from the Plan to another employer's 403(b) plan, if requested by a former Participant.

(*Default: If no election is made, Transfers will be sent to another 403(b) plan.)*

**Rollovers Into the Plan:** The Plan *will* X or *will not* ☐ permit rollovers from another eligible qualified Plan.

*(Default: If no election is made, rollovers will be accepted.)*

**Financial Hardship Distributions:** Hardship Distributions *are* X or *are not* ☐ available under the Plan.

(*Default: If no election made, Hardship Distributions are permitted.)*

**Loans:** Loans *are* X or *are not* ☐ available under the Plan subject to availability and any additional conditions that may apply under a Participant's 403(b) Individual Agreement(s). Salary Reduction Contributions Only.

**Direct Roth Rollovers:** If Roth 403(b) Contributions are permitted to the Plan (above), direct rollovers from other Roth 403(b) or Roth 401(k) plans *are* ☐ or *are not* ☐ accepted into the Plan or

Not Applicable if Roth Contributions are not permitted to the Plan.

## SECTION V. PLAN ADMINISTRATION

**Plan Administration:** The Plan shall be administered:

☐ By Employer.
X By a designated Administrator. The Employer has named __AFPlanServ____________________
_______________________________________________________________________________
to act in this capacity.

## SECTION VI. OTHER

**The following section may be used to insert provisions for which there were no acceptable alternatives provided. It may be used to modify any portion of the Plan or Adoption Agreement.**

> **NOTE: Any modifications should be carefully reviewed by Employer's legal counsel to ensure that changes do not adversely affect the Plan's qualification under Section 403(b) of the Code.**

Other provisions of the Plan (Attach additional pages as necessary):
_______________________________________________________________________________
_______________________________________________________________________________
_______________________________________________________________________________
_______________________________________________________________________________
_______________________________________________________________________________
_______________________________________________________________________________
_______________________________________________________________________________

## SECTION VII. EMPLOYER ACKNOWLEDGEMENTS AND SIGNATURES

Employer acknowledges that it is an eligible public education organization under Section 170(b)(1)(A)(ii) of the Code and is authorized to offer a program qualified under Section 403(b) of the Internal Revenue Code.

**EMPLOYER**

By: _______________________________________________________________________

Print Name of Signer: _______________________________________________________

Title: _____________________________________________________________________

Dated: ____________________________________________________________________

**APPENDIX 1 – To Be Determined**

Vendors authorized to receive ongoing contributions, and, if applicable, Exchange and Transfers under the Plan:

| Name of Organization | Contact Person | Telephone Number |
|---|---|---|
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APPENDIX II

Vendors authorized only to receive Exchanges or Transfers under the Plan::

| Name of Organization | Contact Person | Telephone Number |
|---|---|---|
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**Important Notes:**

**1. As provided under the Plan, any authorized Vendor named in Appendix 1 and/or II has agreed to share information necessary for compliance purposes with Employer, an Administrator and/or with any other 403(b) provider as may be required to facilitate compliance with the Plan and all applicable laws and regulations**.

**2. Each Vendor named above is required to maintain records of the Funding Vehicles offered under the Plan to comply with the information sharing requirements of the Plan and applicable information sharing agreements.**

This Appendix is dated: ______________________________

December 2, 2008

OKLAHOMA STATE REGENTS FOR HIGHER EDUCATION
State Capitol Complex, Oklahoma City

Institution: The University of Oklahoma – Norman Campus

# ACADEMIC CALENDAR FOR 2009-10

Summer Session (2009):

| | |
|---|---|
| Semester begins (first day of classes) | June 8, 2009 |
| Please list dates of all holidays and breaks | July 3, 2009 |
| Semester ends (including final exams) | Aug. 3, 2009 |
| Commencement date (graduation ceremony) | |

Fall Semester (2009):

| | |
|---|---|
| Semester begins (first day of classes) | August 24, 2009 |
| Please list dates of all holidays and breaks | September 7, 2009<br>Nov. 25-29, 2009 |
| Semester ends (including final exams) | December 18, 2009 |
| Commencement date (graduation ceremony) | |

## Second Semester (Spring 2010):

| | |
|---|---|
| Semester begins (first day of classes) | January 19, 2010 |
| Please list dates of all holidays and breaks | January 18, 2010<br>March 13-21, 2010 |
| Semester ends (including final exams) | May 14, 2010 |
| Commencement date (graduation ceremony) | May 14-15, 2010 |

Intersession (classes that meet between regularly scheduled semesters or that meet between spring semester and summer session or between fall session and spring session):

| | August | December | May |
|---|---|---|---|
| Intersession begins | Aug. 4, 2009 | Dec. 21, 2009 | May 17, 2010 |
| Intersession ends | Aug. 22, 2009 | Jan. 15, 2010 | June 5, 2010 |

Alternative Schedules (please describe any alternative schedules)

| | Begin Dates | End Dates |
|---|---|---|
| Summer Session I: | June 8, 2009 | July 6, 2009 |
| Summer Session II: | July 7, 2009 | Aug. 3, 2009 |

Signature of President ________________________________ Date ____________________________

December 2, 2008

OKLAHOMA STATE REGENTS FOR HIGHER EDUCATION
State Capitol Complex, Oklahoma City

Institution: The University of Oklahoma – College of Law

# ACADEMIC CALENDAR FOR 2009-2010

Summer Session (2009):

| | |
|---|---|
| Semester begins (first day of classes) | May 26, 2009 |
| Please list dates of all holidays and breaks | July 3, 2009 |
| Semester ends (including final exams) | July 17, 2009 |
| Commencement date (graduation ceremony) | N/A |

Fall Semester (2009):

| | |
|---|---|
| Semester begins (first day of classes) | August 24, 2009 |
| Please list dates of all holidays and breaks | Sept. 7, 2009<br>Nov. 25-29, 2009 |
| Semester ends (including final exams) | Dec. 18, 2009 |
| Commencement date (graduation ceremony) | N/A |

## Second Semester (Spring 2010):

| | |
|---|---|
| Semester begins (first day of classes) | Jan. 19, 2010 |
| Please list dates of all holidays and breaks | Mar. 13-21, 2010 |
| Semester ends (including final exams) | May 14, 2010 |
| Commencement date (graduation ceremony) | May 14, 2010 |

Intersession (classes that meet between regularly scheduled semesters or that meet between spring semester and summer session or between fall session and spring session):

| | | | |
|---|---|---|---|
| Intersession begins | N/A | | |
| Intersession ends | N/A | | |

Alternative Schedules (please describe any alternative schedules)

Summer Session I:
Summer Session II:

Signature of President ______________________ Date ______________________

December 2, 2008

# OKLAHOMA STATE REGENTS FOR HIGHER EDUCATION
State Capitol Complex, Oklahoma City

Institution: The University of Oklahoma – HSC

## ACADEMIC CALENDAR FOR 2009-2010

Summer Session (2009):

| | |
|---|---|
| Semester begins (first day of classes) | June 8, 2009 |
| Please list dates of all holidays and breaks | July 3, 2009 |
| Semester ends (including final exams) | August 3, 2009 |
| Commencement date (graduation ceremony) | ___________ |

Fall Semester (2009):

| | |
|---|---|
| Semester begins (first day of classes) | August 24, 2009 |
| Please list dates of all holidays and breaks | September 7, 2009<br>November 25-29, 2009 |
| Semester ends (including final exams) | December 18, 2009 |
| Commencement date (graduation ceremony) | ___________ |

### Second Semester (Spring 2010):

| | |
|---|---|
| Semester begins (first day of classes) | January 19, 2010 |
| Please list dates of all holidays and breaks | January 18, 2010<br>March 13-21, 2010 |
| Semester ends (including final exams) | May 14, 2010 |
| Commencement date (graduation ceremony) | May 14-15, 2010 |

Intersession (classes that meet between regularly scheduled semesters or that meet between spring semester and summer session or between fall session and spring session):

| | August | December | May |
|---|---|---|---|
| Intersession begins | Aug. 4, 2009 | Dec. 21, 2009 | May 17, 2010 |
| Intersession ends | Aug. 22, 2009 | Jan. 15, 2010 | June 5, 2010 |

Alternative Schedules (please describe any alternative schedules)

| | Begin Dates | End Dates |
|---|---|---|
| Summer Session I: | June 8, 2009 | August 3, 2009 |
| Summer Session II: | June 29, 2009 | August 14, 2009 |

College of Medicine Clinical Rotations (2-week, 4-week, 6-week, and 8-week)
College of Dentistry Clinical Rotations (4-week and 9-week)
Dental Science-Orthodontic (Monthly)
College of Pharmacy Rotations (Monthly)
College of Nursing Accelerated Programs (Monthly)
College of Nursing Short Courses – Attached list

Signature of President ______________________________Date_________________________

University of Oklahoma – Norman Campus
Approved Course Changes – October 1, 2008

COURSE CHANGES

College of Architecture

| | | | |
|---|---|---|---|
| L A | 5943 | (old) History and Theory of 20th Century Landscape Architecture<br>(new) History and Theory of Landscape Architecture | Change course title<br>Change description |

College of Arts and Sciences

| | | | |
|---|---|---|---|
| GRK | 3213 | (old) Homer<br>(new) Ancient Greek Drama | Change course title<br>Change description<br>Add prerequisite |
| GRK | 4213 | (old) Drama: Aeschylus, Sophocles, Euripides, Aristophanes<br>(new) Archaic Greek Lyric Poetry | Change course title<br>Change description<br>Add prerequisite |
| LAT | 4213 | (old) Horace<br>(new) Latin Lyric Poetry | Change long title<br>Change description |
| ECON | 4363 | Market Process Economics | Change prerequisite |
| ECON | 4853 | World Economic Development | Change prerequisite |
| HES | 3843 | Biomechanics | Delete grad credit |
| HES | 4213 | Management in Health and Exercise Science | Change prerequisite<br>Delete grad credit |
| HES | 4933 | Drug Education | Delete grad credit |

College of Atmospheric and Geographic Sciences

| | | | |
|---|---|---|---|
| METR | 6613 | Weather Radar Polarimetry | Change prerequisite<br>Change description |

College of Earth and Energy

| | | | |
|---|---|---|---|
| GEOL | 3003 | Structural Geology and Stratigraphy for Petroleum Engineers | Change description |
| GPHY | 3423 | Introductory Petroleum Geology and Geophysics | Change description |
| P E | 3222 | Petroleum Engineering Practice II (Internship) | Change description |
| P E | 3223 | Fluid Mechanics | Change prerequisite |
| P E | 4423 | Surface Production Engineering | Change prerequisite |
| P E | 4533 | Applied Reservoir Engineering | Change prerequisite |

| | | | |
|---|---|---|---|
| P E | 4543 | Improved Recovery Techniques | Change prerequisite |
| P E | 4553 | Integrated Reservoir Management | Change description |

College of Education

| | | | |
|---|---|---|---|
| EDEN | 4913 (old)<br>4914 (new) | The Teaching of English | Change course number<br>Change credit hours<br>Delete crosslisting<br>Delete grad credit |

College of Engineering

| | | | |
|---|---|---|---|
| AME | 3623 | Embedded Real-time Systems | Change prerequisite |
| AME | 5203 | Bioengineering Principles | Add crosslisting<br>Add slashlisting |
| AME | 5213 | Biomechanics I | Add crosslisting<br>Change description |
| AME | 5223 | Biomechanics II | Add crosslisting<br>Change description |
| AME | 5233 | Biomaterials | Add crosslisting<br>Change description |
| AME | 5253 | Implantable Devices | Add crosslisting<br>Change description |
| AME | 5293 | Transport in Biological Systems | Add crosslisting |
| CH E | 5203 | Bioengineering Principles | Add crosslisting |
| CH E | 5243 | Biochemical Engineering | Add crosslisting |
| CH E | 5293 | Transport in Biological Systems | Add crosslisting |
| CH E | 5373 | Tissue Engineering | Add crosslisting |
| CEES | 4263 | Hazardous & Solid Waste Management | Change prerequisite |
| CEES | 4803 | Civil Engineering Professional Practice | Change prerequisite<br>Change description |
| ECE | 6613 | Weather Radar Polarimetry | Change prerequisite<br>Change description |
| ENGR | 2003 | Engineering Practice I | Change prerequisite |

Gaylord College of Journalism & Mass Communication

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|---|---|---|---|
| JMC | 4673 | Advanced Broadcast News | Change prerequisite |

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|---|---|---|---|
| JMC | 4853 | Race, Gender and the Media | Change prerequisite<br>Delete crosslisting |

University of Oklahoma – Norman Campus
Approved Course Changes – November 5, 2008

College of Engineering

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|---|---|---|---|
| AME | 5573 | Advanced Engineering Analysis I | Change prerequisite |
| CEES | 5244 | (old) Water and Waste Treatment Processes<br>(new) Physicochemical Water Treatment Processes | Change long title<br>Change prerequisite<br>Change description |

Weitzenhoffer Family College of Fine Arts

| | | | |
|---|---|---|---|
| ART | 4513 | Advanced Sculpture: Contemporary | Change max credit |

## NEW COURSES

Price College of Business

| | | |
|---|---|---|
| B AD | 5142 | Introduction to Energy |
| B AD | 5152 | Energy Accounting and Regulations |
| FIN | 5162 | Energy Assets and Commodities: Financial Instruments |
| FIN | 5202 | Energy Corporate Finance |

College of Earth & Energy

| | | |
|---|---|---|
| P E | 2153 | Mechanics of Materials |
| P E | 2213 | Thermodynamics |

College of Engineering

| | | |
|---|---|---|
| CEES | 4243 | Water Technologies for Emerging Regions |
| CEES | 5313 | Engineering Geology |

QUARTERLY REPORT OF PURCHASES – ALL
July 1, 2008 through September 30, 2008

| Item | Description | Campus-Department | Vendor | Award Amount | Explanation/ Justification |
|---|---|---|---|---|---|
| I. | | PURCHASE OBLIGATIONS FROM $50,000 TO $250,000 | | | |
| | Norman Campus | | | | |
| 1 | Service | Athletics | United Parcel Service | 85,860 | Shipping. |
| 2 | Furniture | Physical Plant | Krueger International, Inc. | 59,371 | Chairs for Cross Center. |
| 3 | Supply | Information Technology | Anixter, Inc. | 123,449 | Cable. |
| 4 | Lease | College of Continuing Education-Duplicating Services | Xerox Corporation Card Center | 65,658 | Print module. |
| 5 | Service | Physical Plant-Landscaping | Western Sprinkler | 250,000 | On-call irrigation. |
| 6 | Supply | Fleet Services | Wright Express | 100,000 | Fuel. |
| 7 | Service | Physical Plant | Oklahoma Roofing and Sheet Metal, Inc. | 101,098 | Roof replacement at Huston Huffman Center. |
| 8 | Service | Information Technology | AT and T Wireless Services | 198,457 | Cell Phones. |
| 9 | Supply | Department of Aviation | Omaha Airplane Supply | 74,987 | Aircraft engines. |

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| 10 | Supply | Fleet Services | Mansfield Oil Company of Gainesville | 250,000 | Unleaded, diesel, ethanol and bio-diesel. |
| 11 | Supply | Department of Athletics | Alert Services, Inc. | 120,000 | Medical. |
| 12 | Service | Physical Plant | Tec-An, Inc. | 85,000 | Sample testing. |
| 13 | Service | Physical Plant | Automated Building Systems, Inc. | 229,295 | Systems maintenance. |
| 14 | Supply | Physical Plant | Automated Building Systems, Inc. | 250,000 | Environmental control systems. |
| 15 | Supply | Physical Plant | Chemtreat, Inc. | 100,000 | Water treatment. |
| 16 | Service | Physical Plant | Kone, Inc. | 75,000 | Elevator inspections. |
| 17 | Service | Department of Athletics | Bill Veazey's Rentals | 100,000 | Rentals. |
| 18 | Service | Department of Athletics | Environmental Specialized Solutions, Inc. | 83,000 | Power washing of stadium. |
| 19 | Service | Bizzell Library | Sooner Security of Norman | 74,863 | Security service. |
| 20 | Supply | Fleet Services | Paul Penley Oil Company, Inc. | 164,881 | Fuel. |
| 21 | Service | Risk Management | Simplex Grinnell | 62,600 | Fire extinguisher inspection and maintenance. |
| 22 | Service | Department of Athletics | Express Personnel Services | 84,000 | Temporary personnel in support of athletic events. |

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|---|---|---|---|---|---|
| 23 | Service | Department of Athletics | First Fidelity Bank | 107,625 | Air charter for volleyball team. |
| 24 | Service | Housing and Food Services | Simplex Grinnell | 172,227 | Sprinkler and fire suppression inspections. |
| 25 | Service | Department of Athletics | Jani-King of Oklahoma City | 85,000 | Cleaning of selected stadium places. |
| 26 | Equipment | Housing and Food Services | Amundsen Food Equipment | 67,348 | Dishwasher and ancillary equipment. |
| 27 | Supply | Physical Plant | Paul Penley Oil Company, Inc. | 75,000 | Diesel fuel. |
| 28 | Supply | Housing and Food Services | US Foodservice Oklahoma Division, Inc. | 125,000 | Produce. |
| 29 | Service | Physical Plant | Tradesmen, Inc. | 120,000 | Skilled labor. |
| 30 | Supply | Department of Athletics | Transcript Press, LLC. | 75,721 | Media guides. |
| 31 | Service | Administration and Finance | Floyd Law Firm | 75,000 | Bond counsel. |
| 32 | Service | Physical Plant | Simplex Grinnell | 200,000 | Fire alarm systems installation. |
| 33 | Service | University Libraries | Greater Western Library Alliance | 175,000 | Electronic database. |
| 34 | Service | Physical Plant | Restek, Inc. | 64,530 | Parking garage repairs. |
| 35 | Supply | Gaylord College of Journalism and Mass Communication | Sony Electronics, Inc. | 62,263 | Camcorders. |

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|---|---|---|---|---|---|
| 36 | Supply | Physical Plant – Power Plant | Paul Penley Oil Company, Inc. | 120,000 | Diesel fuel. |
| 37 | Service | Bursar Office | Educational Computer Systems, Inc. | 100,000 | Software license and maintenance. |
| 38 | Service | Center for Early Childhood Professional Development | Careertech Learning Network | 75,000 | Instructional design. |
| 39 | Furniture | Couch Cafeteria | Workplace Resource of Oklahoma | 63,102 | Tables and chairs. |
| 40 | Service | Jimmie Austin OU Golf Course | CGC, LLC. | 154,574 | Construction of practice facility. |
| 41 | Service | Information Technology | Cox Business Services | 118,800 | Redundant internet connection. |
| 42 | Service | Information Technology | Cox Business Services | 100,000 | Burst charges for redundant internet connection. |
| 43 | Service | Information Technology | Blackboard Connect | 106,652 | Emergency communications renewal. |
| 44 | Furniture | Couch Cafeteria | Scott Rice | 193,442 | Tables and chairs. |
| 45 | Furniture | Parking and Transit | Corporate Express, Inc. | 73,735 | Modular panels for office space. |
| 46 | Service | Physical Plant | Simplex Grinnell | 92,807 | Fire alarm inspections. |
| 47 | Service | Physical Plant | Simplex Grinnell | 92,212 | Fire suppression inspections. |

Health Sciences Center

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|---|---|---|---|---|---|
| 48 | Service | Site Support | Enterprise Rent A Car | 75,112 | Vehicle leasing. |
| 49 | Service | Department of Medicine Hematology and Oncology | Stenomed, Inc. | 68,095 | Transcription. |
| 50 | Service | Basic Science Education Building | Scott Rice | 99,978 | Furniture. |
| 51 | Service | Department of Neurology | Kaye Bassman International Corp. | 93,443 | Faculty recruitment. |
| 52 | Service | College of Medicine – Otorhinolaryngo logy | Alexander Wollman and Stark | 65,000 | Faculty recruitment. |
| 53 | Service | College Of Medicine Dean's Office | Guardian Life Insurance Company | 74,070 | Disability insurance for medical students. |
| 54 | Service | Dermatology Clinic | Ridgway Clements LLC | 71,000 | Physician recruitment. |
| 55 | Service | OU Physicians | Press Ganey Associates, Inc. | 132,200 | Patient satisfaction survey. |
| 56 | Service | OU Physicians Breast Health Institute | Hologic, Inc. | 90,000 | Equipment maintenance. |
| 57 | Service | OU Physicians | Caremedic Systems, Inc. | 128,071 | Subscription. |
| 58 | Service | OU Physicians | Myriad Systems, Inc. | 106,562 | Statement processing. |
| 59 | Supply | Site Support | Postmaster | 60,000 | Postage. |

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| 60 | Service | Site Support | Frankfurt Short Bruza Associates P.C. | 65,000 | Engineering. |
| 61 | Service | Custodial Services | Labor Finders | 100,000 | Temporary staffing. |
| 62 | Service | Department of Dentistry and Oral Pathology | VW Consulting Services, Inc. | 60,000 | Billing. |
| 63 | Service | Information Technology | AT and T Global Services | 71,660 | Telecom maintenance. |
| 64 | Service | College of Medicine - Otorhinolaryngology | Stenomed, Inc. | 75,000 | Transcription. |
| 65 | Supply | OU Physicians | Imagenation Promotional Group, Inc. | 110,000 | Outreach products. |
| 66 | Service | Department of Urology Research | Stenomed, Inc. | 74,000 | Transcription. |
| 67 | Service | Department of Radiological Sciences | Templeton Readings LLC | 250,000 | Weekend call service. |
| 68 | Service | Department of Radiological Services | Timeline Recruiting | 55,000 | Physician recruitment. |
| 69 | Service | OUHSC-Library | Matthews Book Company | 56,000 | Subscriptions. |
| 70 | Service | College of Medicine – VA Center | Alexander Wollman and Stark | 66,750 | Physician recruitment. |
| 71 | Service | College of Medicine – The Pain Center | Alexander Wollman and Stark | 64,500 | Physician recruitment. |

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| 72 | Service | College of Medicine – Geriatrics | Alexander Wollman and Stark | 75,000 | Faculty recruitment. |
| 73 | Lease | Department of Family Medicine | RBS, Inc. | 94,800 | Space lease. |
| 74 | Service | Family Medicine | Mediclaim Services, Inc. | 90,000 | Billing. |
| 75 | Service | College of Dentistry Oral Pathology | Physicians Auditing and Billing Services, Inc. | 60,000 | Billing. |
| 76 | Supply | Department of Information Technology | Presidio Corporation | 81,500 | Remote site management equipment. |
| 77 | Service | Oklahoma Donor Program | Hibbs Funeral Home | 70,000 | Embalming. |
| 78 | Service | College of Allied Health | Audiometric Instruments Corporation | 130,394 | Construction of sound conditioning rooms. |
| 79 | Service | Department of Human Services | Hire Right, Inc. | 60,000 | Background check services. |
| 80 | Service | Basic Science Education Building | Krueger International, Inc. | 54,737 | Student modules. |
| 81 | Service | Basic Science Education Building | Global Industries | 115,598 | Chairs. |
| 82 | Service | Basic Science Education Building | Fixtures Furniture | 121,178 | Chairs. |

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|---|---|---|---|---|---|
| 83 | Service | OBGYN Benign Clinic | Digital Transcription Systems, Inc. | 60,000 | Transcription. |
| 84 | Furniture | Child Learning Center | Department of Corrections | 65,515 | Tables and Chairs. |
| 85 | Furniture | College of Allied Health | Workplace Resource of Oklahoma City | 90,560 | Tables and chairs. |
| 86 | Supply | OU Physicians | Hewlett Packard | 117,787 | Computers. |
| 87 | Supply | Department of Comparative Medicine | Lab Supply | 60,800 | Forage. |
| 88 | Supply | College of Pharmacy | J.L. Hein Service, Inc. | 72,102 | Telecom equipment. |
| 89 | Service | University Health Club | Ameri Pride | 55,000 | Linens. |
| 90 | Supply | College of Allied Health | Krueger International, Inc. | 107,470 | Furniture. |
| 91 | Supply | College of Allied Health | Office Interiors, LLC. | 227,447 | Furniture. |
| 92 | Service | Information Technology | Proofpoint, Inc. | 86,173 | Messaging security license. |
| | Schusterman Center | | | | |
| 93 | Service | Medical Informatics | Misys Healthcare Systems | 148,500 | Hardware and software maintenance. |
| 94 | Service | OU Physicians | Caremedic Systems Inc. | 84,000 | Subscriptions. |
| 95 | Service | Department of Surgery | Business Imaging Systems, Inc. | 60,000 | Records scanning. |

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| 96 | Service | Department of Operations | Trugreen Landcare | 87,024 | Grounds maintenance. |
| 97 | Service | Department of Operations | Bonus Building Care | 145,002 | Custodial. |
| 98 | Furniture | Tulsa Learning Center | Scott Rice | 83,097 | Tables and chairs for student lounge. |
| 99 | Supply | Information Technology | Scott Rice | 78,332 | Room scheduling software. |
| 100 | Supply | Department of Surgery | MedPro Imaging | 69,500 | Ultrasound system. |

II. SOLE SOURCE PROCUREMENTS FROM $50,000 TO $250,000

Competition Not Applicable

Norman Campus

| | | | | | |
|---|---|---|---|---|---|
| 101 | Software | Information Technology | Nimsoft, Inc. | 124,900 | Network monitoring software. |
| 102 | Service | Information Technology | Nimsoft, Inc. | 58,100 | Maintenance. |
| 103 | Software | Information Technology | Lucent Technolgoies | 53,900 | Network performance management license. |
| 104 | Service | Information Technology | Lucent Technologies | 60,000 | Maintenance. |
| 105 | Lease | Real Estate Operations | Inok Investments, LLC. | 69,600 | Space lease. |

| | | | | | |
|---|---|---|---|---|---|
| 106 | Lease | College of Continuing Education Training and Research Center | Lincoln Plaza Office Park, LLC. | 90,000 | Space lease. |
| 107 | Lease | College of Continuing Education Training and Research Center | VTA Oklahoma City, LLC. | 88,533 | Space lease. |
| 108 | Software | Information Technology | Microsoft, Inc. | 60,260 | Maintenance. |
| 109 | Software | Office of Human Resources | People Admin, Inc. | 56,500 | Maintenance and support. |
| 110 | Software | University Libraries | Sirsi Corporation | 57,431 | License and maintenance. |
| 111 | Lease | Real Estate Operations | Ironwolf Building, LLC. | 95,179 | Space lease. |
| 112 | Service | University Libraries | Sirci Corporation | 81,380 | Reporting system. |
| 113 | Service | Printing Services | Fine Arts Engraving Company, Inc. | 100,000 | Die cutting, embossing, foil stamping and shrink wrap. |
| 114 | Service | Administration and Finance | Norman Economic Development Coalition | 100,000 | Annual contract for economic development support. |
| 115 | Equipment | Department of Athletics | Riddell All American | 75,000 | Football equipment. |
| 116 | Equipment | Electrical Engineering | AJA International, Inc. | 179,615 | Research equipment. |

| | | | | | |
|---|---|---|---|---|---|
| 117 | Lease | Advanced Programs | Charles E. Smith Company | 60,000 | Space lease. |
| 118 | Service | Law Library | Thompson West | 75,000 | Subscription. |
| 119 | Service | KGOU Radio | National Public Radio | 202,336 | Programming. |
| 120 | Service | Sam Noble Oklahoma Museum of Natural History | Research Casting International, Ltd. | 54,055 | Casting of dinosaur. |
| 121 | Service | KGOU Radio | Public Radio International | 62,000 | Programming. |
| 122 | Service | National Center for Disability Education and Training | The Major Group | 74,000 | Creation of employment program. |
| 123 | Service | Printing Services | Universal Bookbindery, Inc. | 100,000 | Case binding. |
| 124 | Service | Office of Human Resources | The Oklahoman | 90,000 | Advertising. |
| 125 | Service | College of Continuing Education – Marketing | Oklahoman Direct Delong Mailing | 120,000 | Direct mailing. |
| 126 | Service | College of Continuing Education – Marketing | Lamar Company | 90,000 | Advertising. |
| 127 | Service | School of Geology and Geophysics | Western Water Development Corporation | 127,054 | Drilling of shotholes. |

| | | | | | |
|---|---|---|---|---|---|
| 128 | Service | President's Office – Tulsa | Tulsa World | 60,000 | Advertising. |
| 129 | Service | Noble Electron Microscopy Lab | Jeol USA, Inc. | 50,569 | Maintenance. |
| 130 | Equipment | Petroleum and Geological Engineering | Thermo Electron North America | 58,429 | Spectrometer. |
| 131 | Service | Law Library | West Group | 150,000 | Subscriptions. |
| 132 | Service | Bursar's Office | Myriad Systems, Inc. | 75,000 | Statement processing. |
| 133 | Equipment | Housing and Food Services | Starbucks Coffee Company | 130,695 | Lighting, fixtures, flooring and signage. |
| 134 | Service | President's Office | J.C. Decaux North America | 102,743 | Advertising. |
| 135 | Equipment | Meteorological Studies | Applied Systems Engineering, Inc. | 103,350 | Transmitter. |
| 136 | Service | Mid-Continent Comprehensive Center | Accion Social Comunitaria | 111,026 | Technical assistance in bilingual communications. |
| 137 | Service | Office of Human Resources | Frederick Bass and Company, Inc. | 60,000 | Consulting. |
| 138 | Software | Bursar's Office | Touchnet Information Systems, Inc. | 69,360 | Identity security system. |
| 139 | Service | Information Technology | Desire2Learn, Inc. | 162,900 | Maintenance renewal. |

| | | | | | |
|---|---|---|---|---|---|
| 140 | Service | College of Continuing Education | Sooner Sports Properties | 67,000 | Advertising. |
| 141 | Service | Information Technology | Gartner Group | 94,078 | Membership renewal. |
| 142 | Service | College of Continuing Education Lean Institute | Tobias Quality Concepts, LLC. | 170,000 | Educational program delivery. |
| 143 | Equipment | Information Technology | Scantron Corporation | 83,408 | Hardware and software site license. |
| 144 | Equipment | Stephenson Research and Technology Center | ESI International | 59,470 | Scientific equipment. |
| 145 | Equipment | Petroleum and Geological Engineering | Micromeritics Instrument Corporation | 112,495 | Scientific equipment. |
| 146 | Equipment | Department of Chemistry and Biochemistry | Beckman Coulter, Inc. | 70,533 | Scientific equipment. |
| 147 | Service | University Libraries | Elsevier, Inc. | 74,660 | Electronic books. |
| 148 | Service | University Libraries | Wiley Interscience Wiley Subscription Services, Inc. | 53,486 | Electronic reference works. |
| 149 | Software | Information Technology | Evergrid, Inc. | 101,376 | License renewal. |

| | | | | | |
|---|---|---|---|---|---|
| 150 | Equipment | College of Earth and Energy | Beckman Coulter, Inc. | 91,091 | Optical bench laser. |
| 151 | Service | National Resource Center for Youth Services | Effective Teaching and Learning Institute, Inc. | 213,300 | Instructors. |
| 152 | Supply | College of Continuing Education – Evaluation and Testing | Riverside Publishing Company | 100,000 | Testing materials. |
| 153 | Supply | College of Continuing Education | Oklahoma Press Service, Inc. | 170,000 | Advertising. |
| 154 | Equipment | Meteorology Atmospheric Radar Research Center | Applied System Engineering, Inc. | 73,690 | Traveling wave tube amplifier. |
| | Health Sciences Center | | | | |
| 155 | Service | Provost Office | Apply Yourself Inc. | 59,000 | Subscription renewal. |
| 156 | Service | OU Physicians | Republic Parking System | 105,000 | Valet parking. |
| 157 | Service | Department of Information Technology | Service-Now.Com | 87,780 | Subscription. |
| 158 | Service | College of Pharmacy | Wolters Kluwer Health, Inc. | 80,501 | Renewal of annual software maintenance. |

| | | | | | |
|---|---|---|---|---|---|
| 159 | Supply | Office of Perinatal Continuing Education | American Academy of Pediatrics | 75,000 | Books. |
| 160 | Service | OU Physicians - Executive Office | Oklahoma City All Sports Association | 82,200 | Advertising. |
| 161 | Service | Robert M. Bird Library | Elsevier, Inc. | 64,426 | Subscription. |
| 162 | Service | College of Pharmacy | Thompson Healthcare, Inc. | 54,498 | Subscription. |
| 163 | Service | Robert M. Bird Library | Teton Data Systems | 113,967 | Subscription. |
| 164 | Service | Department of Information Technology | Avaya, Inc. | 66,237 | Telecom maintenance. |
| 165 | Supply | Comparative Medicine | Allentown Incorporated | 116,966 | Research equipment. |
| 166 | Service | Department of Obstetrics and Gynecology | Center for Reproductive Health | 157,208 | Lab services. |
| 167 | Supply | Department of Pediatrics | GE Healthcare Biosciences Corporation | 51,000 | Chroma-tography system. |
| 168 | Service | Human Resources | Frederick Bass and Company, Inc. | 60,000 | Actuarial and benefit consulting. |
| 169 | Supply | Department of Microbiology | Versatile Systems, Inc. | 64,638 | Server and storage. |
| 170 | Software | OU Physicians | Televox Software, Inc. | 62,000 | Appointment software. |

| | | | | | |
|---|---|---|---|---|---|
| 171 | Service | University of Oklahoma Library | Scamel | 140,730 | Subscription. |
| 172 | Equipment | Department of Cell Biology | LKC Tech, Inc. | 50,945 | Equipment. |
| | Schusterman Center | | | | |
| 173 | Service | Information Technology | AT and T Advertising and Publishing | 70,547 | Yellow Pages advertising. |
| 174 | Service | University of Oklahoma Library | Scamel | 62,000 | Subscription. |

# REGENTS' FUND
# QUARTERLY FINANCIAL REPORT
# September 30, 2008

As of September 30, 2008, the Regents' Fund consisted of 218 individual funds. The funds, under the governance of The Board of Regents of The University of Oklahoma, are preserved through investment and spending strategies that provide a balance between reasonable current income and long-term growth. Future growth is needed to offset the impact of inflation and to maintain purchasing power for future generations**.**

## I. Policy Information

- Highlights of the "Statement of Investment Policy" are described below.

**Target Asset Allocation**

| Asset Class | Minimum % | Target % | Maximum % |
|---|---|---|---|
| Global Equities | 65% | 70% | 75% |
| Fixed Income | 20% | 25% | 30% |
| Alternative Investments | 0% | 0% | 5% |
| Cash Equivalents | 0% | 5% | 10% |

**Performance Measurement and Objectives**

The CIF is a long-term portfolio and should be judged with a long-term perspective. While short-term performance measures are meaningful with respect to due diligence and periodic monitoring of the fund, the performance of the CIF will be judged with the longest time horizon perspective in mind.

**Absolute Return Objective -** which shall be measured in real (i.e., net of inflation) rate-of-return terms and shall have the longest time horizon for measurement;

The Absolute Return Objective of the CIF is to seek an average total quarterly return equal to CPI and other costs plus 5%.

**Relative Return Objective -** which shall be measured as time-weighted rates of return versus market index benchmarks; and,

**Comparative Return Objective -** which shall measure performance as compared to a universe of similar investment funds.

**Rebalancing**

It is the University's general policy to rebalance to its target asset allocation on a uniform and timely basis. The method of rebalancing will be based on the "tolerance" rebalancing formula, which generally states that the portfolio will be rebalanced if the target asset allocation goes beyond the stated tolerance for any particular asset class. Management is required to direct the investment manager to rebalance the portfolio within 30 days following the end of the month during which the fund was first determined to be out of balance.

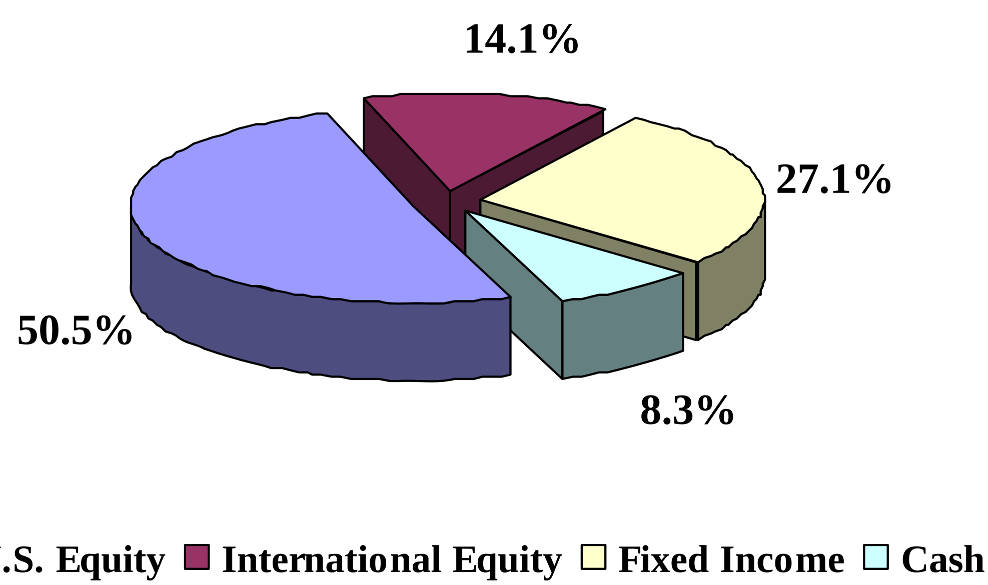
## II. Market Value

The total net market value of the Regents' Fund at September 30, 2008 was approximately $118.4 million, a $2.8 million (2.4%) increase from June 30, 2008.

## III. Consolidated Investment Fund

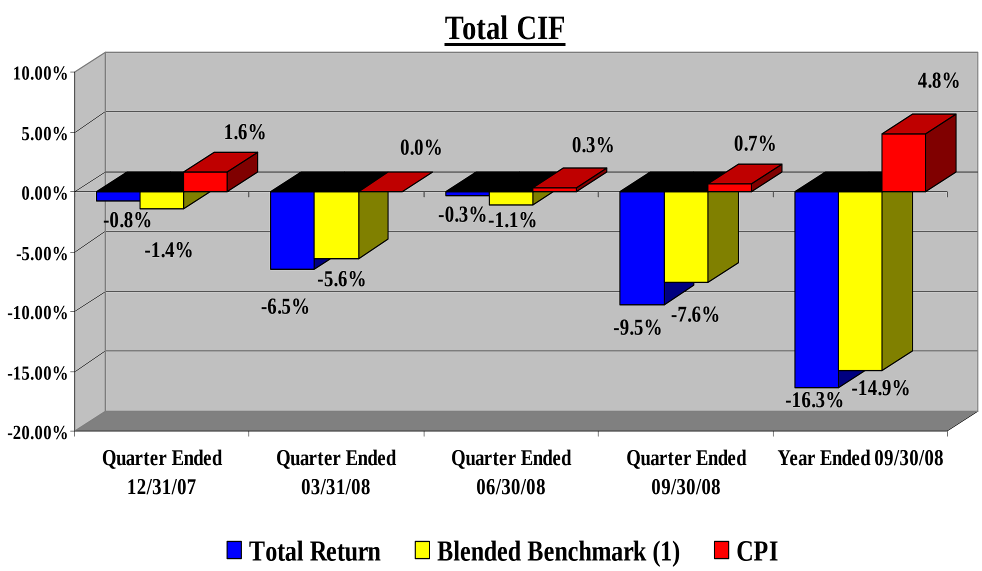
- **Asset Allocation**

  Cash and investments held by the CIF at September 30, 2008, had a market value of approximately $73.5 million, a $5.2 million (6.6%) decrease from June 30, 2008. Of the $73.5 million, $2.7 million was held locally for working capital purposes, and $70.8 million was managed by Adams Hall Asset Management LLC, Investment Management Fiduciary. The asset allocation of the CIF's cash and investments managed by Adams Hall Asset Management LLC, Investment Management Fiduciary, is summarized below.



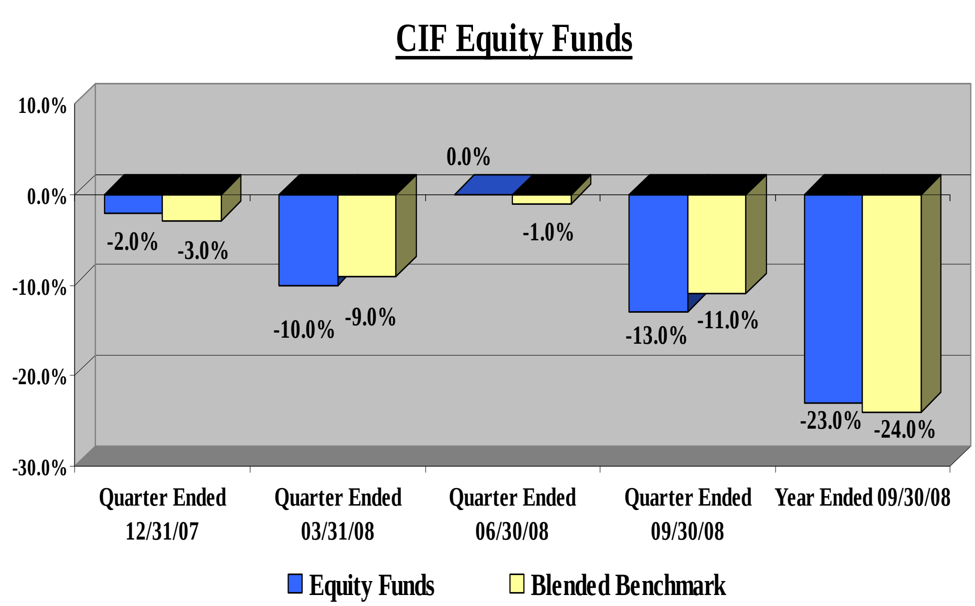
- **CIF Performance**

  - As illustrated below, the total return on the CIF for three months ended September 30, 2008 of -9.5% trailed the blended benchmark of -7.6% by 190 basis points. For the year ended September 30, 2008, the total return on the CIF of -16.3% trailed the blended benchmark of -14.9% by 140 basis points.

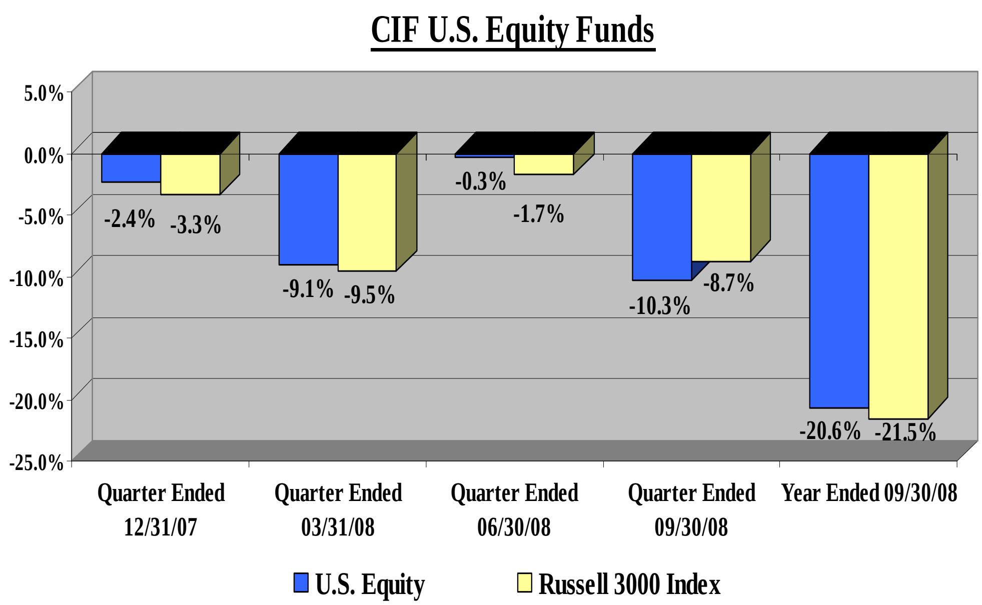



(1) The blended benchmark is a composite of indices represented by the Russell 3000, the Salomon Bros. 91-day Treasury Bill, the Lehman Bros. Government Intermediate Bond Index, and the MSCI EAFE Equity Index.

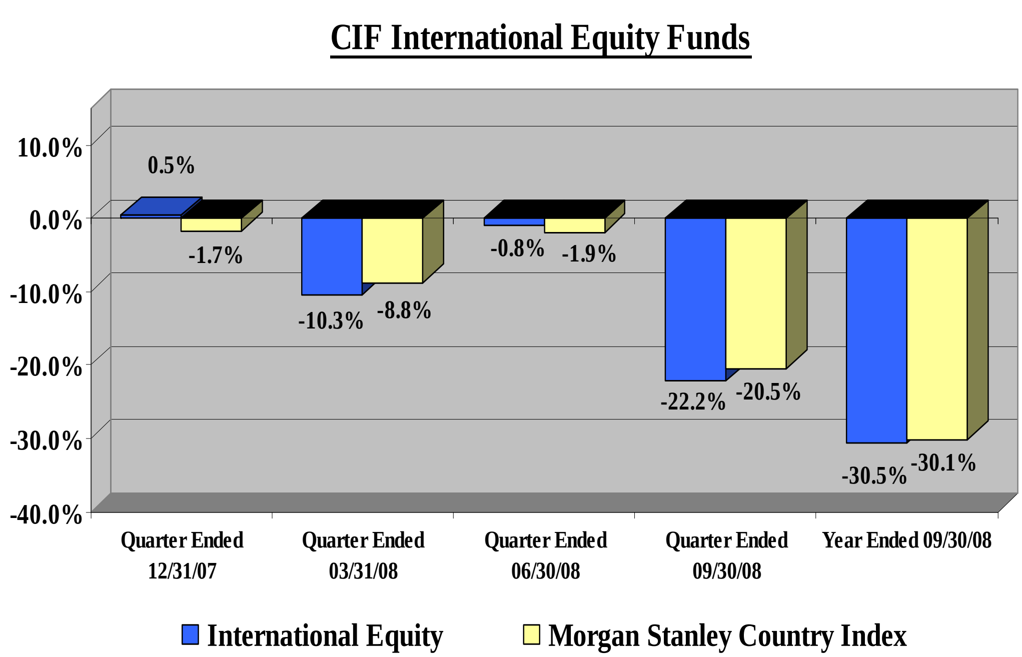
  - The Total Equity return for the three months ended September 30, 2008 of -13.0% trailed the blended benchmark of -11.0% by 200 basis points. For the year ended September 30, 2008, the Total Equity return of -23.0% exceeded the blended benchmark of -24.0% by 100 basis points.



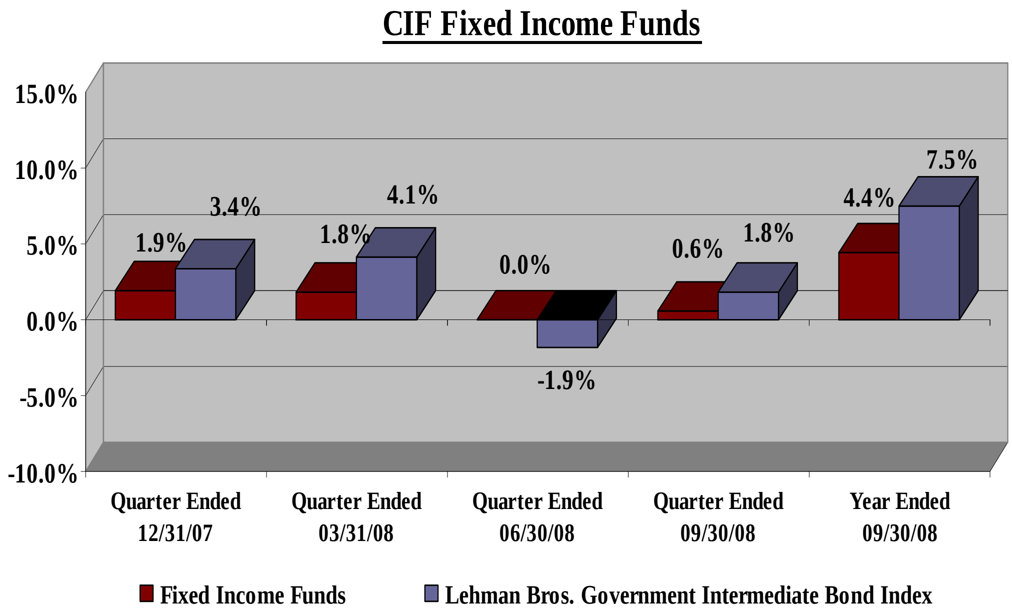
- The US Equity return for the three months ended September 30, 2008 of -10.3% trailed the Russell 3000 Index of -8.7% by 160 basis points. For the year ended September 30, 2008, the US Equity return of -20.6% exceeded the Russell 3000 Index of -21.5% by 90 basis points.




- The International Equity return for the three months ended September 30, 2008 of -22.2% trailed the MSCI Benchmark of -20.5% by 170 basis points. For the year ended September 30, 2008, the International Equity return of -30.5% trailed the MSCI Benchmark of -30.1% by 40 basis points.

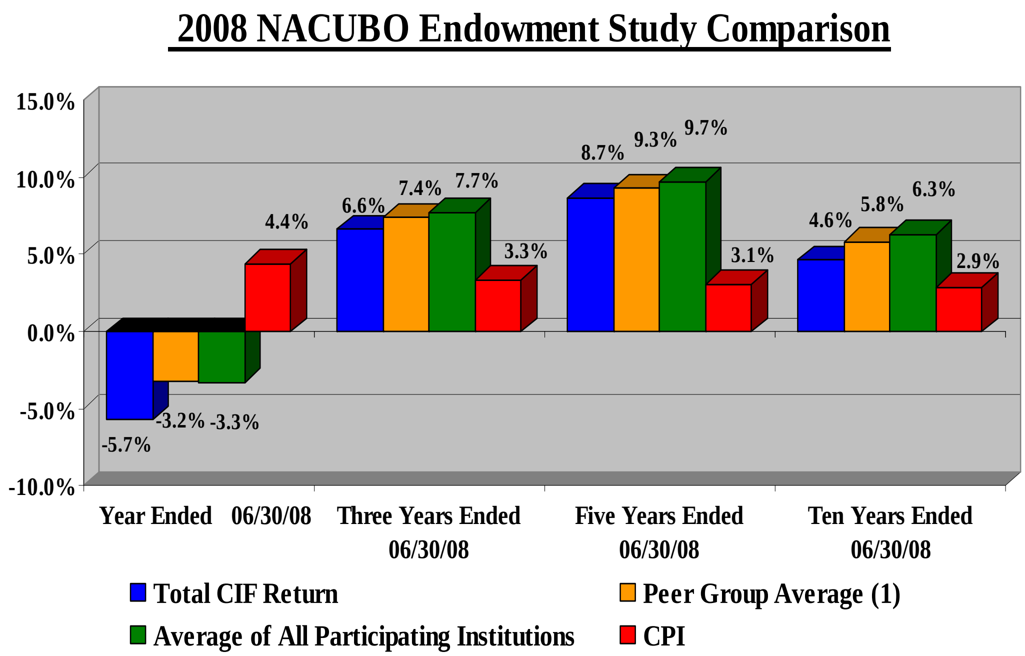


- The Fixed Income return for the three months ended September 30, 2008 of 0.6% trailed the Lehman Bros. Government Intermediate Bond Index of 1.8% by 120 basis points. For the year ended September 30, 2008, the Fixed Income return of 4.4% trailed the Lehman Bros. Government Intermediate Bond Index of 7.5% by 310 basis points.



- **2008 NACUBO Endowment Study Comparison**

  - A comparison of the CIF to the 2008 NACUBO Endowment Study is presented below. Returns are reported as of June 30, 2008.




(1) Peer Group includes institutions with a reported market value of >$50 Million to < $100 Million.

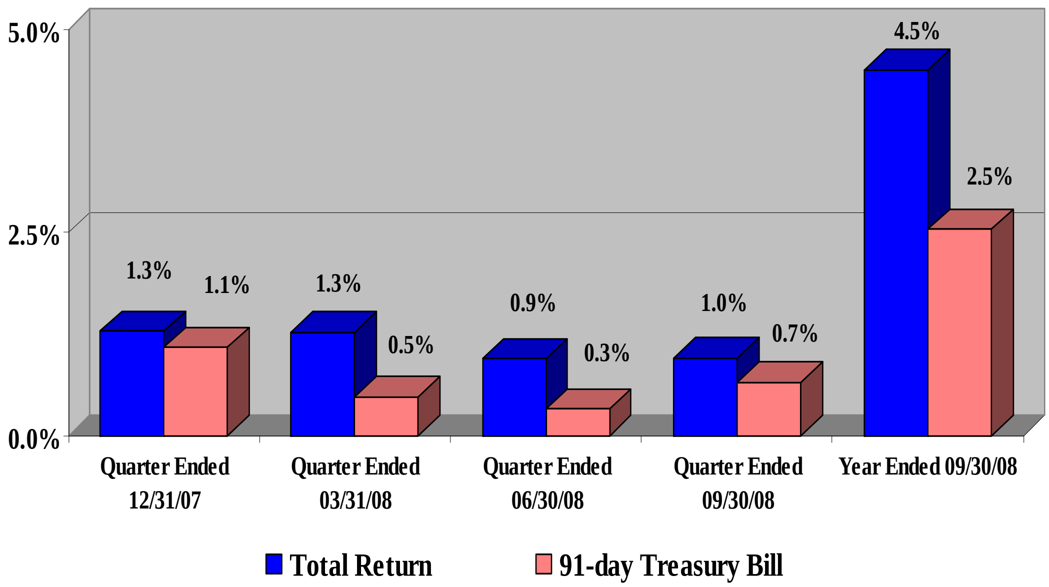
  - According to the June 30, 2008 NACUBO Endowment Study, the University's total Endowment totaled $1.15 billion and was ranked 63rd out of 791 reporting entities, compared to a 2007 ranking of 66th.

  - The CIF asset allocation is more conservatively weighted than its peer institutions. For example, its peer group reported allocations to real estate (4.2%), hedge funds (11.5%), private equity (1.8%), venture capital (0.5%), and natural resources (1.9%).

**IV. Short Term Investment Fund Performance**

- The market value of the STIF at September 30, 2008 was approximately $42.3 million, a $6.5 million (18.1%) increase from June 30, 2008.

- As indicated below, the total return on the STIF for the three months ended September 30, 2008 of 1.0% exceeded the 91-day Treasury Bill rate of 0.7% by 30 basis points. For the year ended September 30, 2008, the total return on the STIF of 4.5% exceeded the 91-day Treasury Bill rate of 2.5% by 200 basis points.



**V. Revenues and Expenditures**

During the three months ended September 30, 2008, recognized revenues of $4.1 million exceeded expenditures of $1.3 million resulting in a net increase to market value of approximately $2.8 million. This increase is attributable primarily to cash gifts.

| Revenues | 2008 | 2007 |
|---|---|---|
| Cash Gifts | $ 10,919,267 | $ 1,587,545 |
| Interest | 416,840 | 631,250 |
| Oil and Gas Royalties | 103,670 | 35,580 |
| Other Income | 15,401 | 411,494 |
| Investment Income | (7,359,391) | 1,613,365 |
| Total Revenues | 4,095,787 | 4,279,235 |
| **Expenditures** | | |
| Scholarships | 733,512 | 578,042 |
| Academic Enhancement Allocation | 419,395 | 438,151 |
| Departmental Support | 82,444 | 106,315 |
| Investment Fees | 41,589 | 43,727 |
| Operating Support | 34,100 | 35,515 |
| Other Expenditures | 24,643 | 116,550 |
| Athletic Department Support | 593 | 934 |
| Total Expenditures | 1,336,276 | 1,319,234 |
| Net Change in Market Value | $ 2,759,511 | $ 2,960,001 |

**VI. Cash Gifts and Contributions**

The following cash gifts and contributions were received during the three months ended September 30, 2008.

| | | |
|---|---|---|
| • Athletic Seating Priorities Program | $ | 7,537,692 |
| • A gift from the Estate of Ruth Farmer to establish the William Russell and Ruth Farmer Memorial Scholarship Fund | | 1,208,325 |
| • A gift from the Emily Palas Survivors Trust/ Estate for the benefit of the Emily Palas Fund | | 963,832 |
| • A gift from the Emily Palas Bypass Trust for the benefit of the Emily Palas Fund | | 654,257 |
| • A gift from the Doss and Kathryn Lynn Trust to establish the Doss and Kathryn Lynn College of Medicine Fund | | 202,500 |
| • A gift from the Oklahoma Energy Resources Board (OERB) for the benefit of the OERB Scholarship Fund for the Mewbourne School of Petroleum and Geological Engineering | | 87,750 |
| • A gift from the Stanley White Foundation Trust for the benefit of the Stanley E. White Directorship of the Entrepreneurship Center | | 50,000 |
| • A gift from the Oklahoma Energy Resources Board (OERB) for the benefit of the OERB Scholarship Fund for Energy Management | | 60,000 |
| • A gift from The Rath Foundation, Inc. for the benefit of the Ben R. Johnson Legacy Fund | | 30,998 |
| • A gift from the Enid Community Foundation for the benefit of the Lew and Myra Ward Chair in Reservoir Characterization | | 30,000 |
| • A gift from the Oklahoma Energy Resources Board (OERB) for the benefit of the OERB Scholarship Fund for Geology and Geophysics | | 21,500 |
| • A gift from HighMount Exploration and Production LLC for the Benefit of the Energy Management Industry Partners Fund | | 10,000 |
| • A gift from the Estate of Cora Reding to establish the Cora Zolene Foster Reding Scholarship Fund | | 10,000 |
| • Various gifts under $10,000 | | 52,413 |
| TOTAL GIFTS | $ | 10,919,267 |

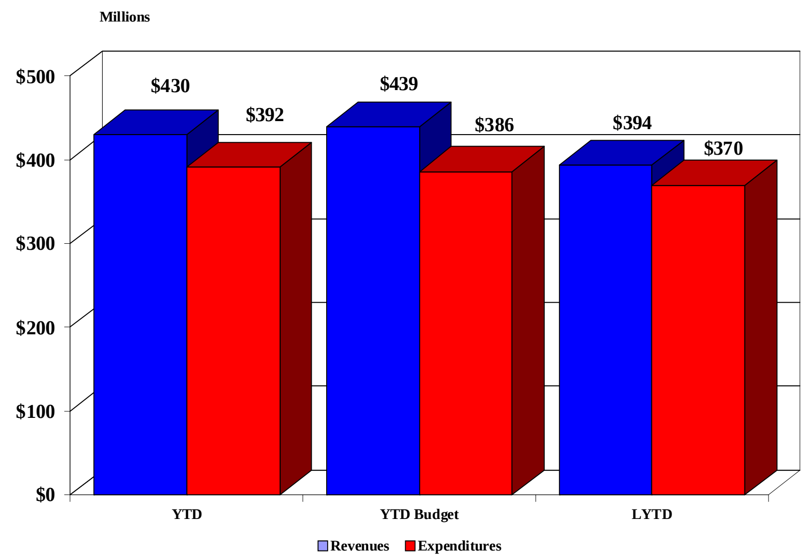
**QUARTERLY FINANCIAL ANALYSIS**
**for the three months ended September 30, 2008**

# EXECUTIVE SUMMARY

(For more detailed information, see the Quarterly Financial Analysis (QFA) report that was provided separately.)

## ALL FUNDS, COMBINED

Revenues and prior year carry forward of $430.2 million (28.9% of budget) exceeded expenditures of $391.6 million (26.4% of budget) resulting in a net increase of $38.6 million. [See page 1 of the QFA.]

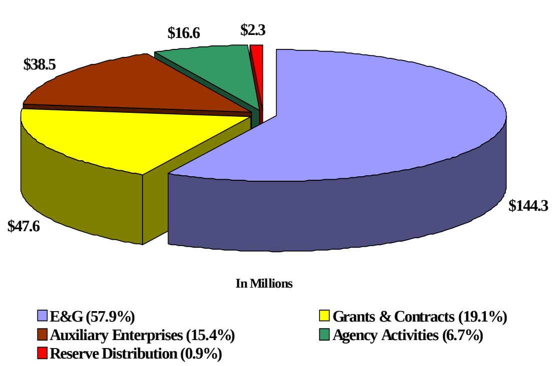



## ALL FUNDS, BY CAMPUS

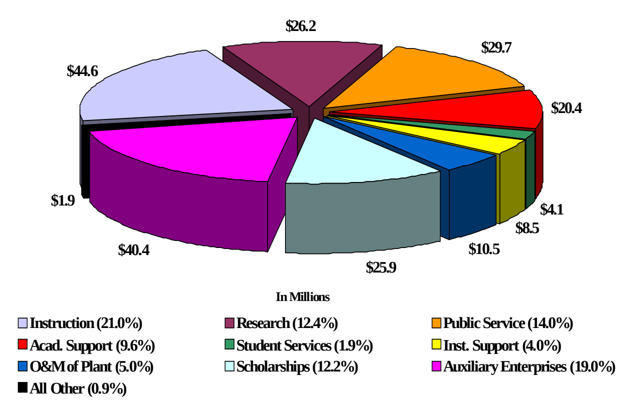
### Norman Campus

Revenues and prior year carry forward of $249.3 million (31.7% of budget) exceeded expenditures of $212.2 million (27.1% of budget) resulting in a net increase of $37.1 million. [See page 2 of the QFA.]

**Revenues**



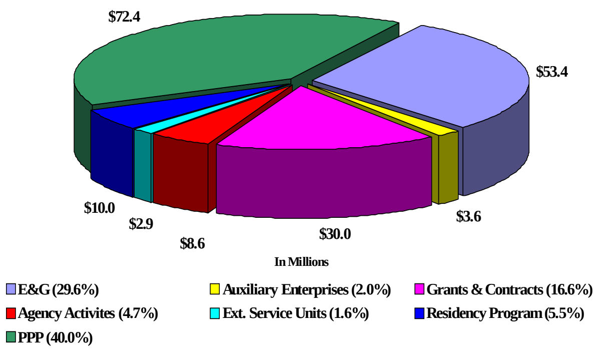

**Expenditures**



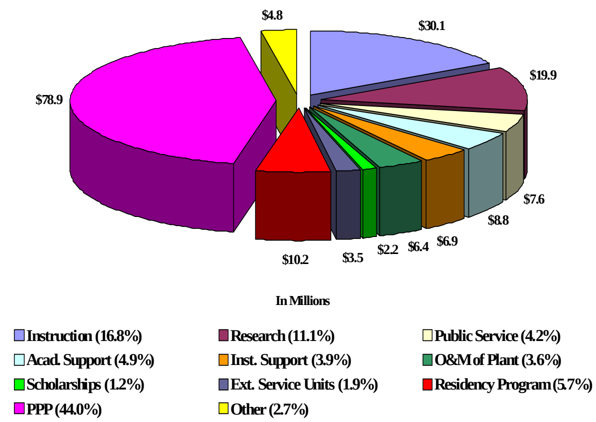
## Health Sciences Center

Revenues of $180.9 million (25.8% of budget) exceeded expenditures of $179.3 million (25.5% of budget) resulting in a net increase of $1.6 million. [See page 9 of the QFA.]

### Revenues




### Expenditures

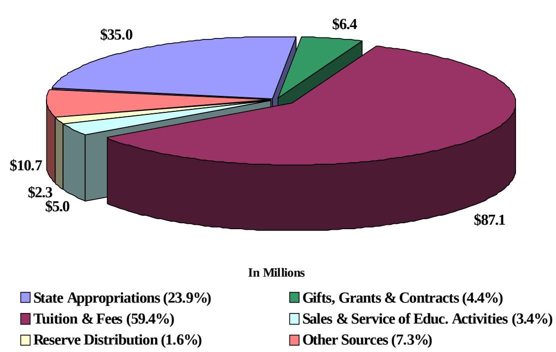



## EDUCATIONAL & GENERAL

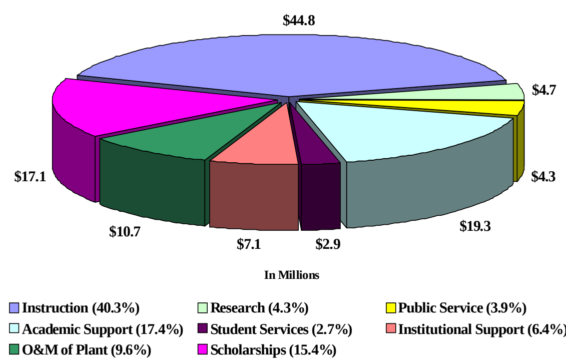
## Norman Campus

Revenues and prior year carry forward of $146.5 million (34.6% of budget) exceeded expenditures of $110.9 million (26.2% of budget) resulting in a net increase of $35.6 million. [See page 3 of the QFA.]

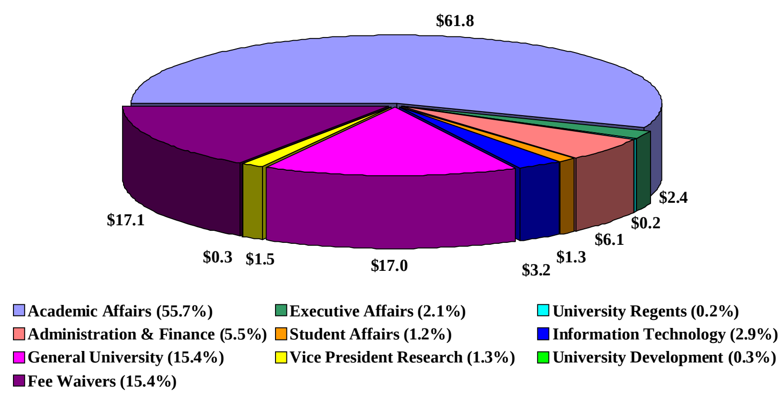
### Revenues




### Expenditures By Function



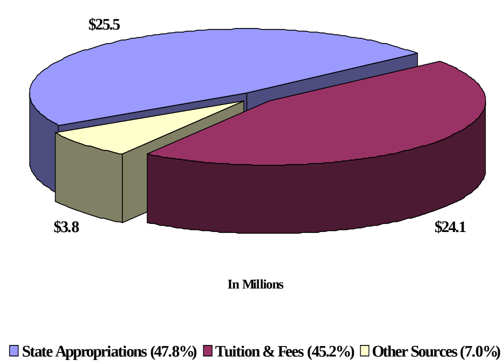
## Expenditures by Organizational Area



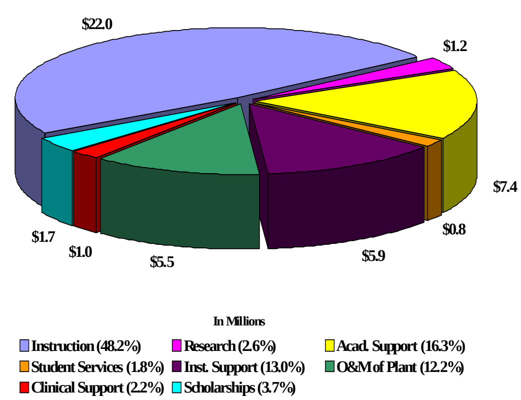

## Health Sciences Center

Revenues of $53.4 million (29.3% of budget) exceeded expenditures of $45.5 million (25.0% of budget) resulting in a net increase of $7.9 million. [See page 10 of the QFA.]

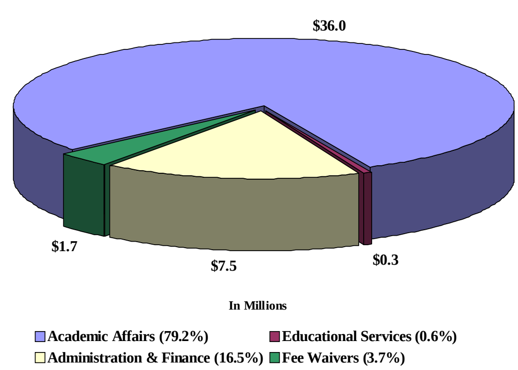
### Revenues




### Expenditures by Function



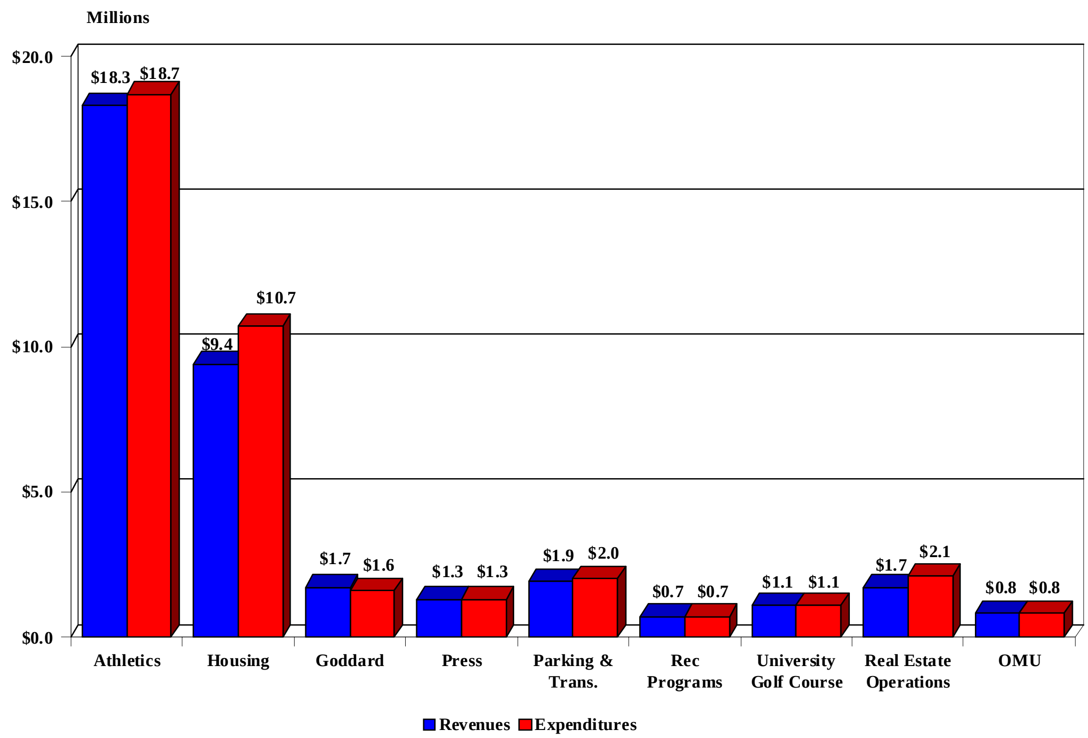

## Expenditures by Organizational Area



# AUXILIARY ENTERPRISES

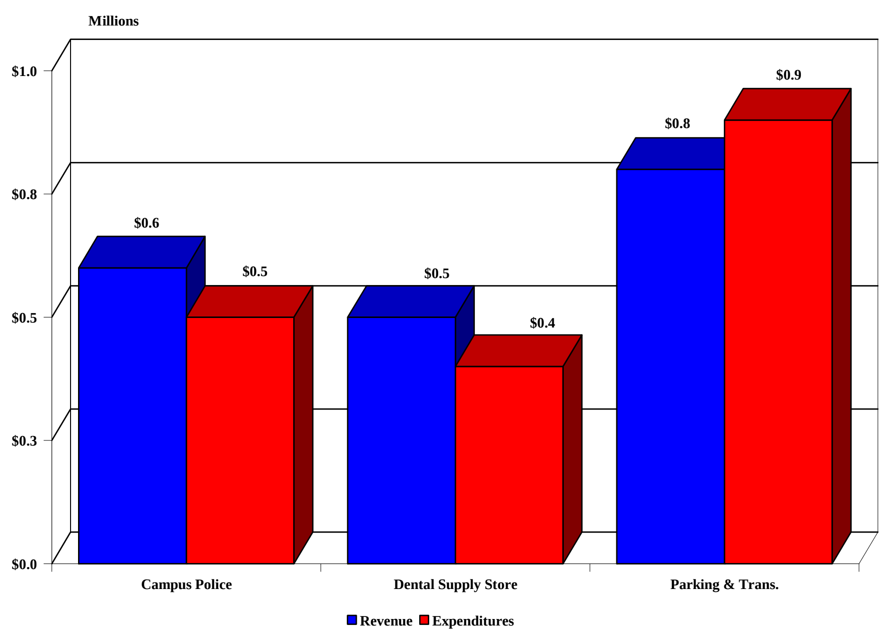
Revenues and expenditures for major auxiliary enterprises (year-to-date revenues of $500,000 or more) are detailed below.  [See page 5 of the QFA.]

## Norman




## Health Sciences Center

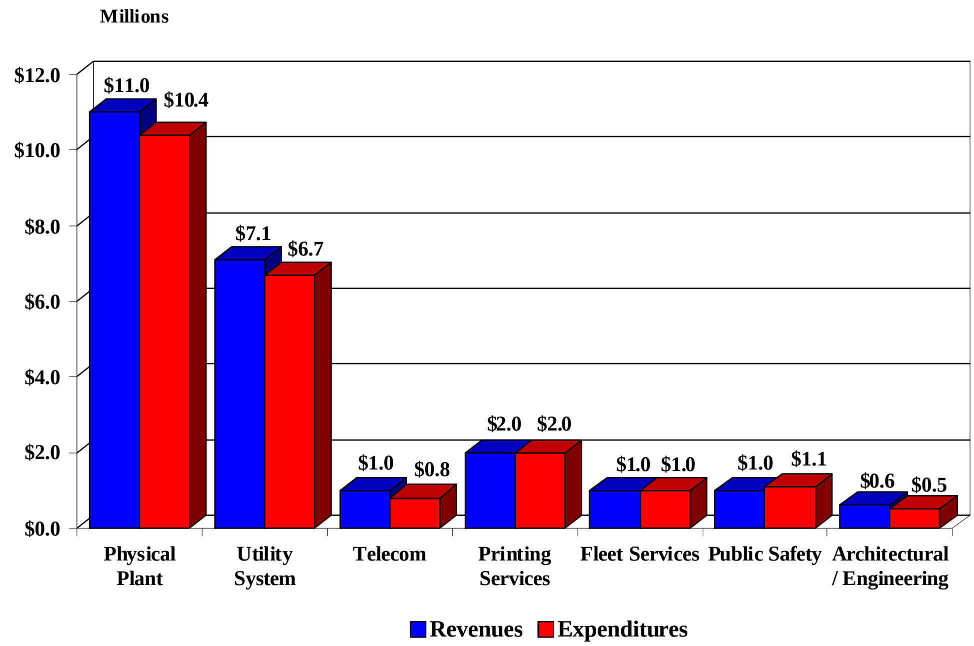
[See page 12 of the QFA.]



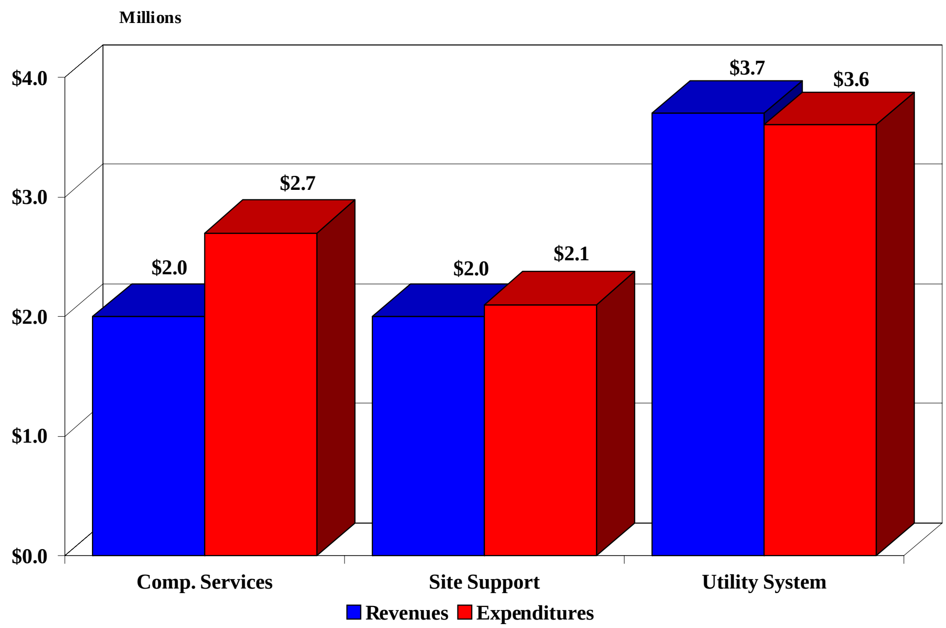
## SERVICE UNITS

Revenues and expenditures for major service units (year-to-date revenues of $500,000 or more) are detailed below.

**Norman** [See page 6 of the QFA.]



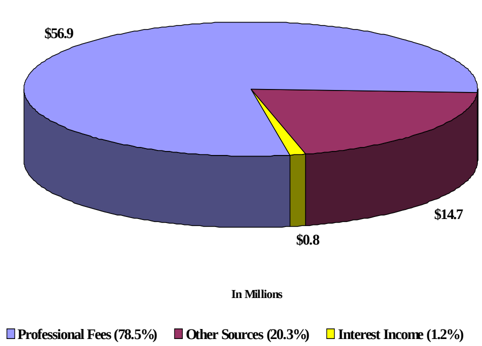

**Health Sciences Center** [See page 13 of the QFA.]



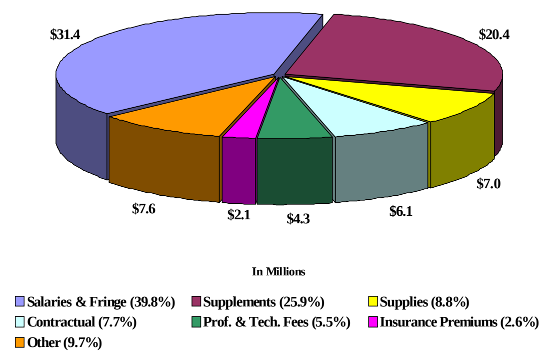

**Professional Practice Plan (PPP)**

PPP revenues of $72.4 million (23.8% of current budget) trailed expenditures of $78.9 million (25.9% of budget) resulting in a net decrease of $6.5 million. [See page 14 of the QFA.]

**Revenues**



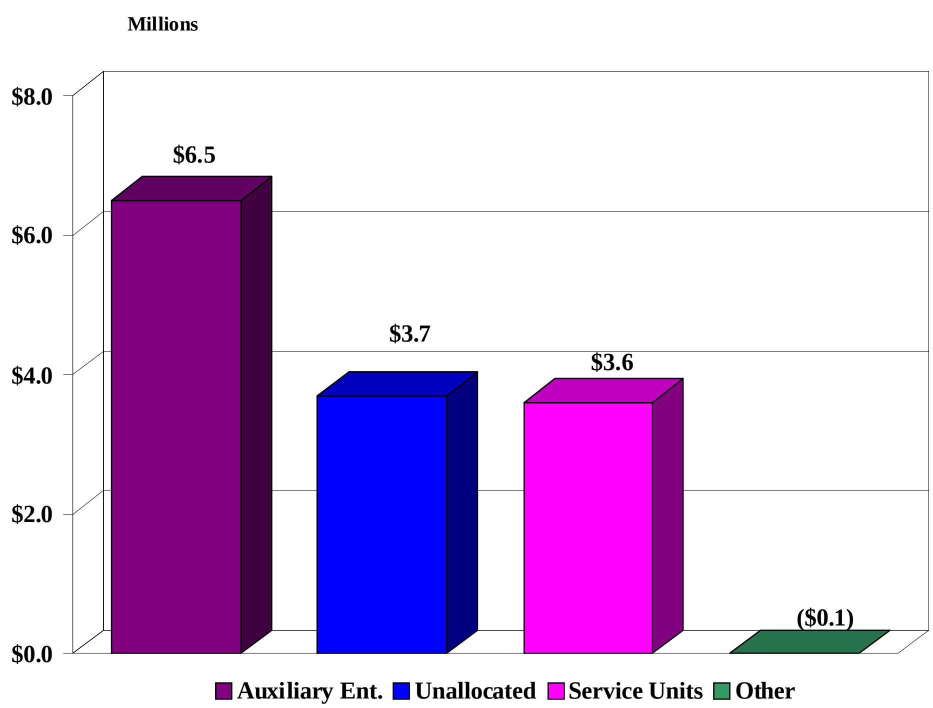

**Expenditures**



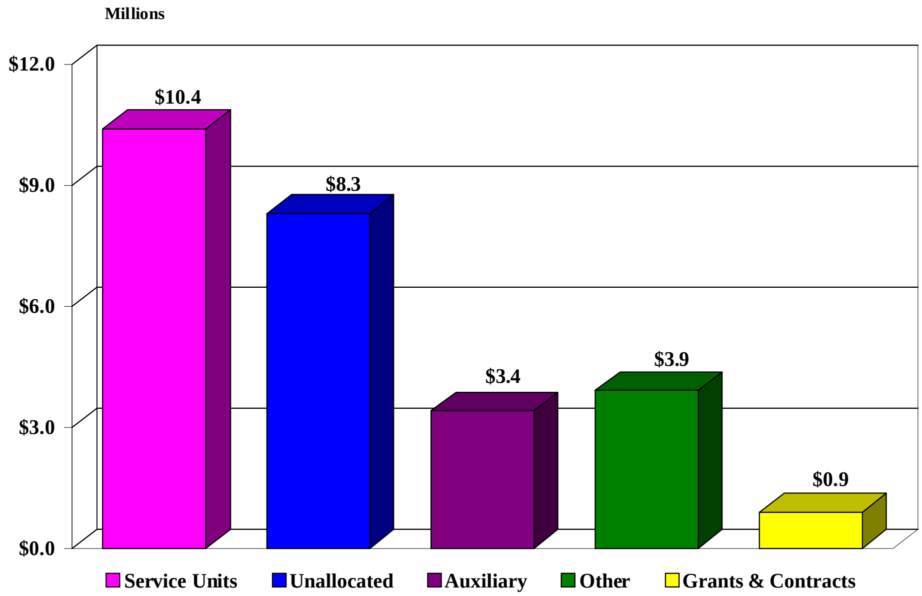

## RESERVES

Reserves for the Norman Campus and the Health Sciences Center totaled $13.7 million and $26.9 million, respectively, at September 30, 2008. [See page 16 of the QFA.]

**Norman Campus**



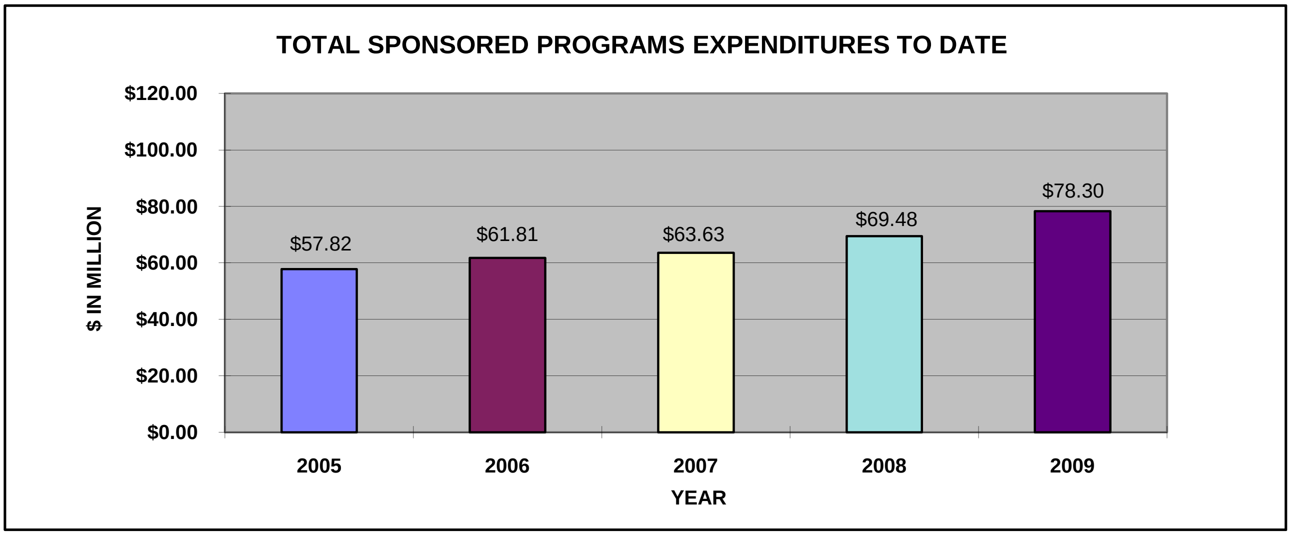
## Health Sciences Center

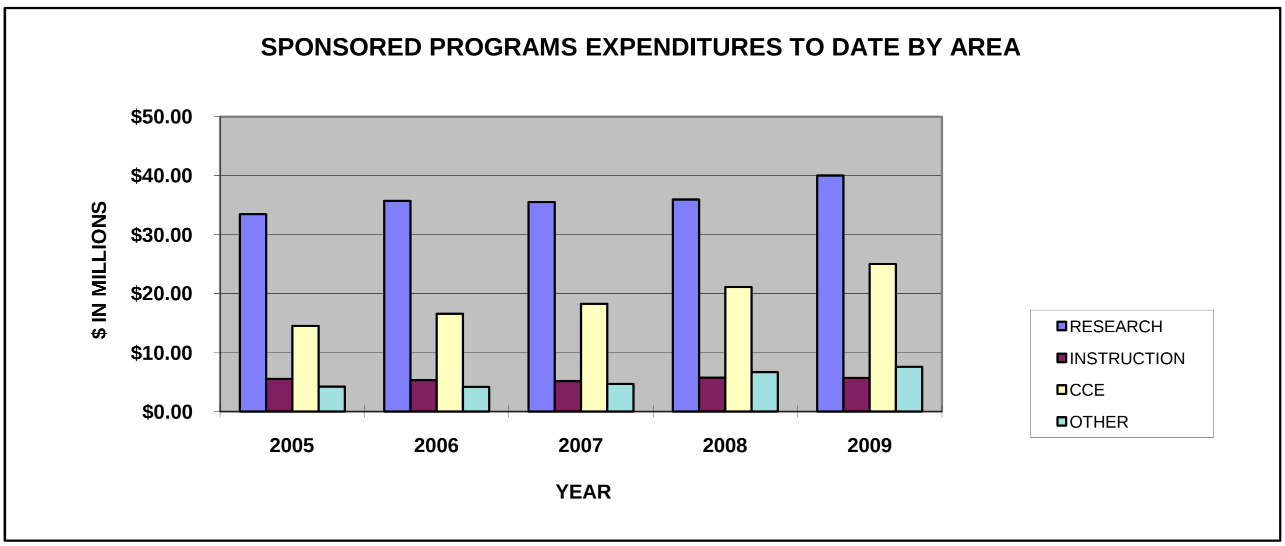


# THE UNIVERSITY OF OKLAHOMA

December 2-3, 2008

## HEALTH SCIENCES CENTER AND NORMAN CAMPUS



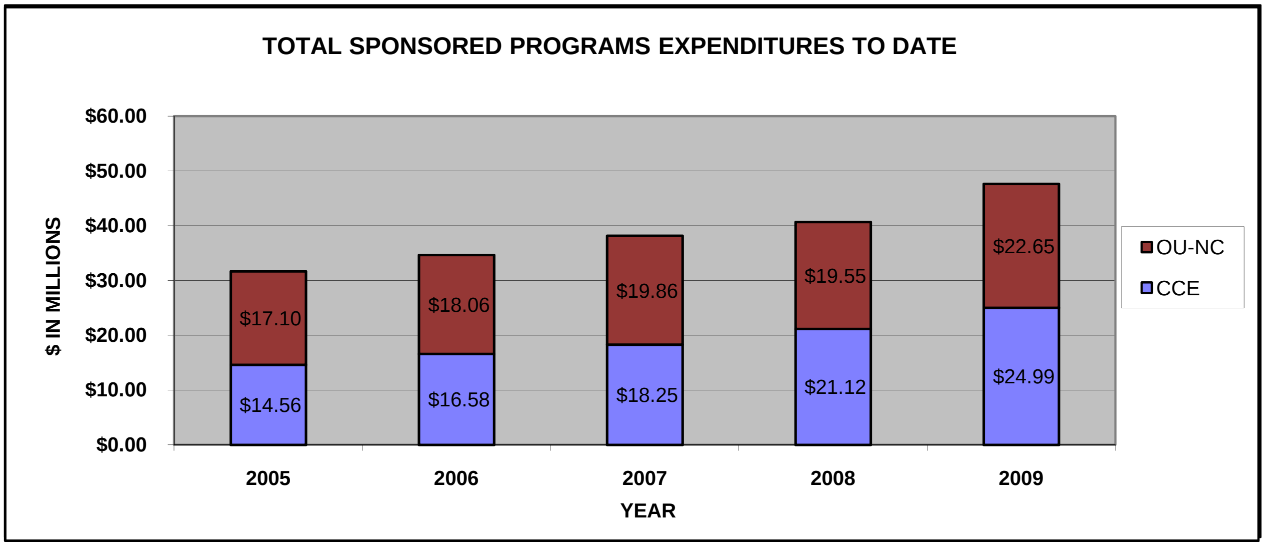

| | FY 2009 YEAR | YEAR %CHANGE | FY 2008 YEAR | | 2008 September | MONTH %CHANGE | 2007 September |
|---|---|---|---|---|---|---|---|
| RESEARCH | $ 39,994,618 | 11.32% | $ 35,928,357 | | $ 12,694,148 | 14.09% | $ 11,126,252 |
| INSTRUCTION | $ 5,720,232 | -0.93% | $ 5,774,160 | | $ 1,842,021 | -3.69% | $ 1,912,596 |
| CCE | $ 24,994,187 | 18.34% | $ 21,121,087 | | $ 8,929,296 | 38.49% | $ 6,447,461 |
| OTHER | $ 7,592,646 | 14.10% | $ 6,654,350 | | $ 2,434,789 | 27.05% | $ 1,916,435 |
| TOTAL | $ 78,301,683 | 12.70% | $ 69,477,954 | | $ 25,900,254 | 21.01% | $ 21,402,744 |

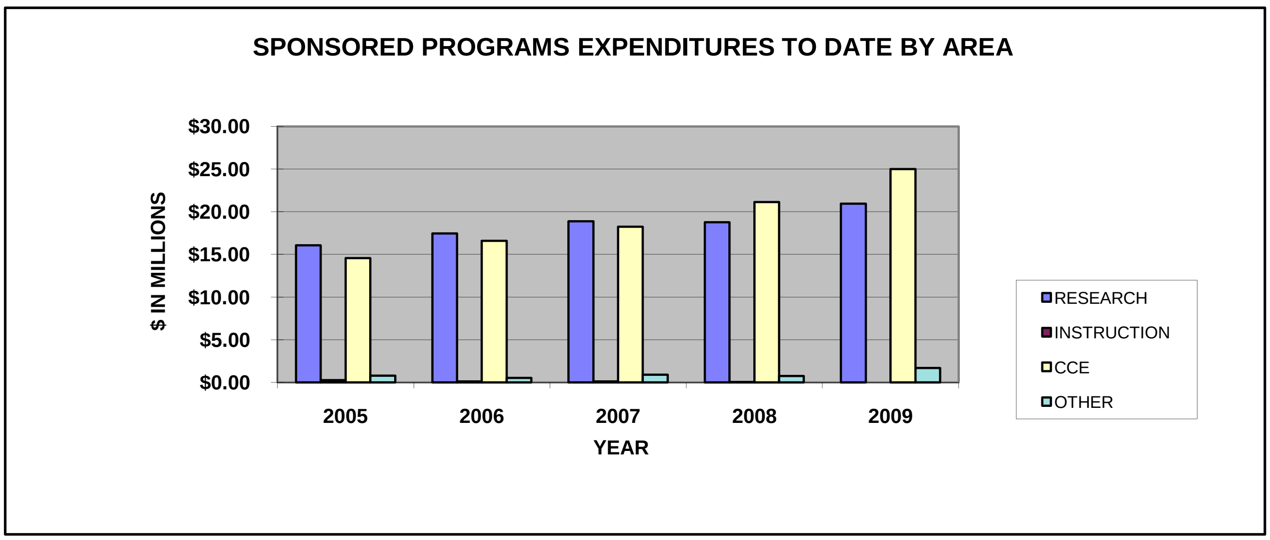


EXPENDITURES EXPENDITURES EXPENDITURES

# THE UNIVERSITY OF OKLAHOMA

## NORMAN CAMPUS



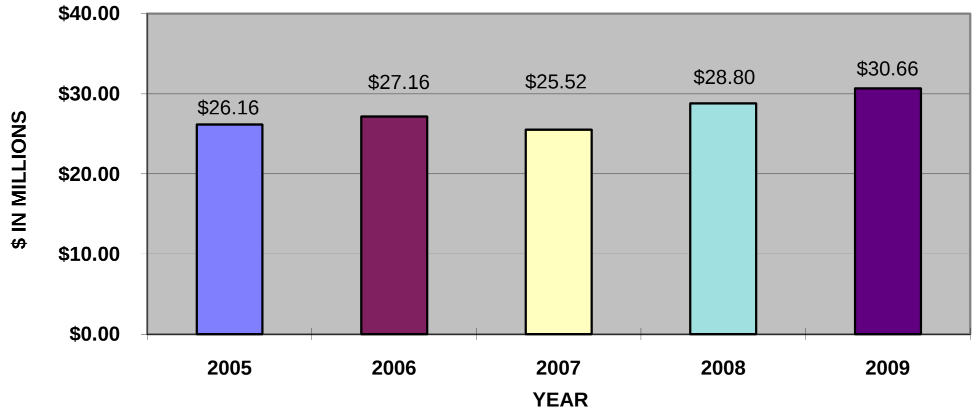




| | FY 2009 YEAR | YEAR %CHANGE | FY 2008 YEAR | 2008 September | MONTH %CHANGE | 2007 September |
|---|---|---|---|---|---|---|
| RESEARCH | $ 20,957,631 | 11.54% | $ 18,789,931 | $ 6,240,574 | 12.68% | $ 5,538,313 |
| INSTRUCTION | $ - | -100.00% | $ 26,808 | $ - | - | $ - |
| CCE | $ 24,994,187 | 18.34% | $ 21,121,087 | $ 8,929,296 | 38.49% | $ 6,447,461 |
| OTHER | $ 1,687,594 | 128.87% | $ 737,374 | $ 222,912 | 551.69% | $ 34,205 |
| TOTAL | $ 47,639,412 | 17.12% | $ 40,675,200 | $ 15,392,782 | 28.06% | $12,019,979 |

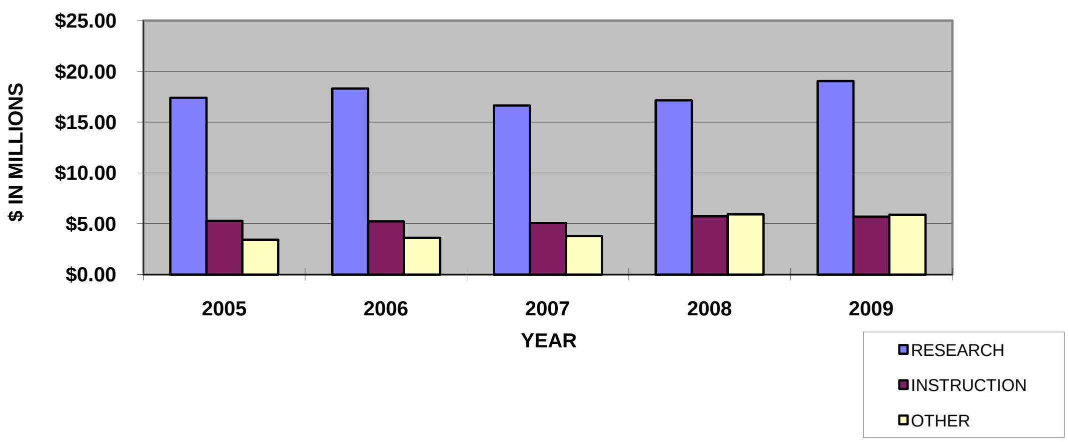
# THE UNIVERSITY OF OKLAHOMA

## HEALTH SCIENCES CENTER

### TOTAL SPONSORED PROGRAMS EXPENDITURES TO DATE




### SPONSORED PROGRAMS EXPENDITURES TO DATE BY AREA

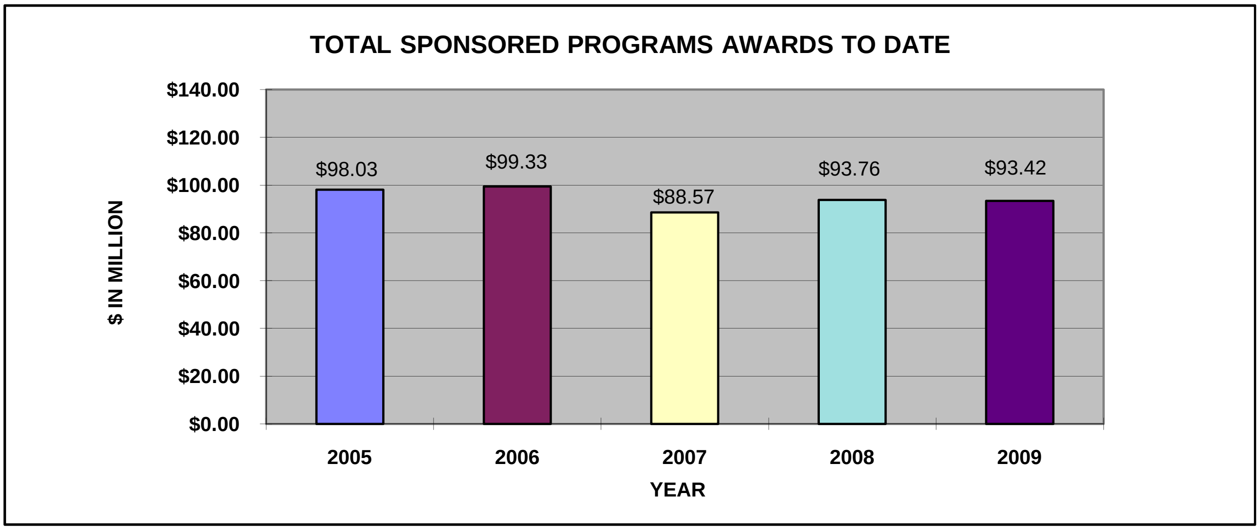


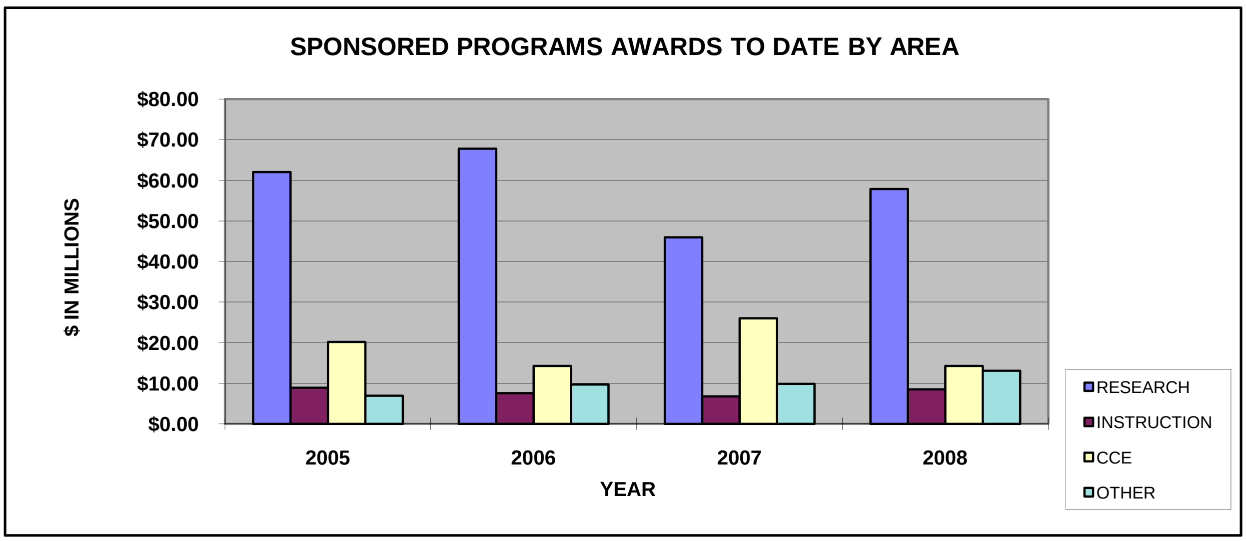

| | FY 2009 YEAR | YEAR %CHANGE | FY 2008 YEAR | | 2008 September | MONTH %CHANGE | 2007 September |
|---|---|---|---|---|---|---|---|
| RESEARCH | $ 19,036,987 | 11.08% | $ 17,138,426 | | $ 6,453,574 | 15.49% | $ 5,587,939 |
| INSTRUCTION | $ 5,720,232 | -0.47% | $ 5,747,352 | | $ 1,842,021 | -3.69% | $ 1,912,596 |
| OTHER | $ 5,905,052 | -0.20% | $ 5,916,976 | | $ 2,211,877 | 17.51% | $ 1,882,230 |
| TOTAL | $ 30,662,271 | 6.46% | $ 28,802,754 | | $10,507,472 | 11.99% | $ 9,382,765 |

HEALTH SCIENCES CENTER

# THE UNIVERSITY OF OKLAHOMA

## NORMAN CAMPUS AND HEALTH SCIENCES CENTER

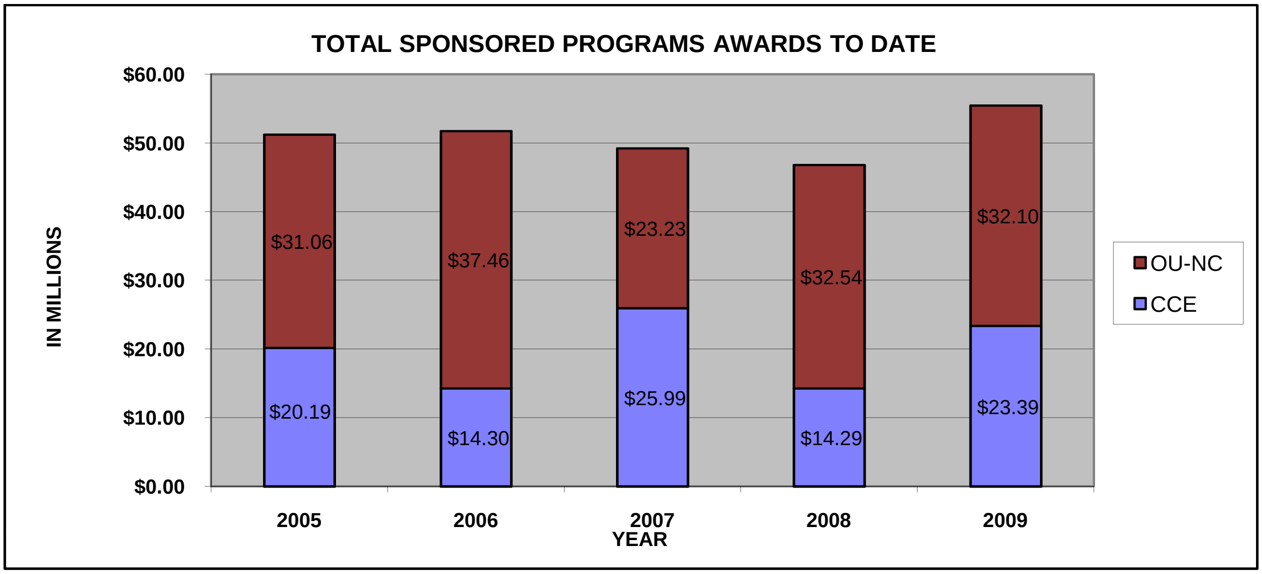


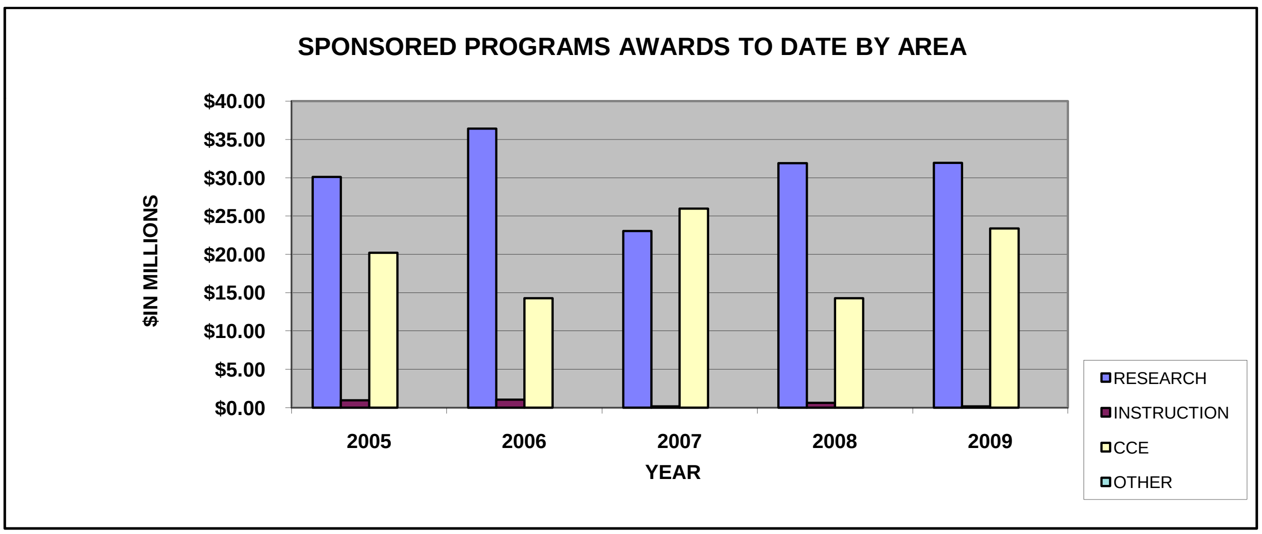




| | FY 2009 YEAR | YEAR %CHANGE | FY 2008 YEAR | 2008 September | MONTH %CHANGE | 2007 September |
|---|---|---|---|---|---|---|
| RESEARCH | $ 57,877,316 | 0.10% | $ 57,821,932 | $ 17,316,753 | 23.20% | $ 14,056,352 |
| INSTRUCTION | $ 5,334,941 | -37.48% | $ 8,532,616 | $ 656,693 | -79.26% | $ 3,167,069 |
| CCE | $ 23,389,542 | 63.67% | $ 14,291,003 | $ 15,424,946 | 51.43% | $ 10,185,997 |
| OTHER | $ 6,813,293 | -48.03% | $ 13,110,766 | $ 1,375,808 | 26.69% | $ 1,085,977 |
| TOTAL | $ 93,415,092 | -0.36% | $ 93,756,317 | $ 34,774,200 | 22.03% | $ 28,495,395 |

# THE UNIVERSITY OF OKLAHOMA

## NORMAN CAMPUS



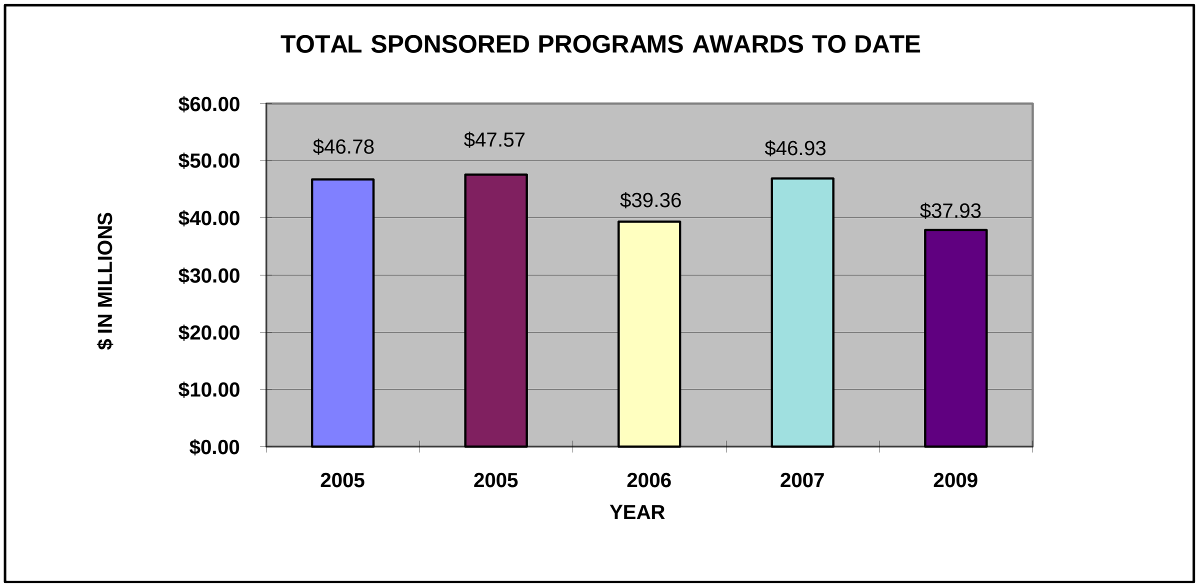

| | FY 2009 YEAR | YEAR %CHANGE | FY 2008 YEAR | | 2008 September | MONTH %CHANGE | 2007 September |
|---|---|---|---|---|---|---|---|
| RESEARCH | $ 31,925,908 | 0.07% | $ 31,902,364 | | $ 9,365,558 | 105.05% | $ 4,567,485 |
| INSTRUCTION | $ 171,504 | -72.93% | $ 633,655 | | $ - | -100.00% | $ 162,000 |
| CCE | $ 23,389,542 | 63.67% | $ 14,291,003 | | $ 15,424,946 | 51.43% | $10,185,997 |
| OTHER | $ - | | $ - | | $ - | | $ - |
| TOTAL | $ 55,486,954 | 18.49% | $ 46,827,022 | | $ 24,790,504 | 66.21% | $14,915,482 |

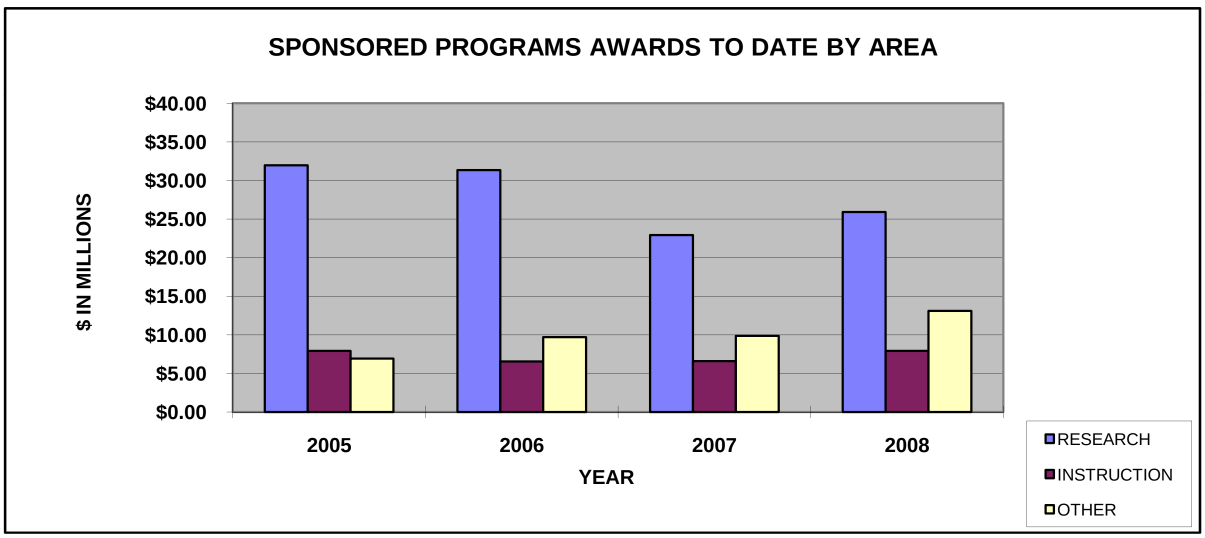
NORMAN CAMPUS
REPORT OF CONTRACTS AWARDED (OVER $250K)
July, August and September 2008

| AWD # | AGENCY | TITLE | VALUE | PERIOD | PI(S) |
|---|---|---|---|---|---|
| 090118 | Institute of International Education | The University of Oklahoma's Flagship Arabic Program | $405,604 | 12 Mons. | Alhawary, M. - ML; Landis, J. - IAS; Messitte, Z. - IP |
| 115377700 | US-EDUC | MC3 Year 4 | $2,156,541 | 12 Mons. | Biscoe, B. - CCE CSMC3 |
| 09044 | NSF | MRI: Development of a Mobile, Rapid-Scan, X-Band, Polarimetric, Doppler Radar (RaXpol) | $875,000 | 24 Mons. | Bluestein, H. - Meteorology |
| 115102600 | HHS-ACF | Early Head Start FY09 | $430,614 | 12 Mons. | Clark, J. - CCE CSAII |
| 115288500 | SSA | NPN Startup Account - Indiana | $252,965 | 12 Mons. | Cook, R. - CCE CSNCDET |
| 115288700 | OK-DRS | Community Rehab Provider TRG FY09 | $231,055 | 12 Mons. | Cook, R. - CCE CSNCDET |
| 115288800 | OK-DRS | Project Search FY09 | $300,465 | 12 Mons. | Cook, R. - CCE CSNCDET |
| 115288900 | OK-DHS | DDSD Employment TRG FY09 | $343,902 | 12 Mons. | Cook, R. - CCE CSNCDET |
| 115331400 | OK-DHS | DDSD Training FY09 | $660,590 | 12 Mons. | Correia, P. - CCE CSNRCYS |
| 115329900 | OK-DHS | OK Independent Living FY09 | $1,844,194 | 12 Mons. | Correia, P. - CCE CSNRCYS |
| 115330700 | HHS-ACF | RHYTAC FY09 | $1,100,000 | 12 Mons. | Correia, P. - CCE CSNRCYS |
| 115330800 | HHS-ACF | RHYTC FY09 | $1,000,000 | 12 Mons. | Correia, P. - CCE CSNRCYS |
| 115164800 | OK-DOS | Invest Ed FY09 | $1,672,743 | 12 Mons. | Doerneman, R. - CCE APINVED |
| 115199900 | OK-DHS | DDSD Reconciliation FY09 | $279,568 | 12 Mons. | Funston, B. - CCE CSCPM |
| 090113 | OK-CAST | Dental Implants Modified with HA Nanoparticles | $294,000 | 36 Mons. | Grady, B. CBME; Sikavitsas, V. - CBME |
| 115256300 | DOT-FAA | FAA ATISS | $1,110,668 | 1 Month | Haley, C. - CCE ASFAA |
| 115256300 | DOT-FAA | FAA ATISS | $5,464,362 | 12 Mons. | Haley, C. - CCE ASFAA |
| 115256300 | DOT-FAA | FAA ATISS | $4,975,205 | 1 Month | Haley, C. - CCE ASFAA |
| 090098 | US DOD | Novel Enzyme Prodrug and Methionine-Depletion Combination Therapy Breast Cancer Designed for Effective Delivery to the Tumor | $425,045 | 36 Mons. | Harrison, R. - CBME; McFetridge, P. - CBME |
| 090062 | NSF | MO Collaborative Research: A Genomics and Cultivation Based Study on Novel Candidate Divisions OD1, SR1, OP11, and TM7, a Sulfur-Rich Spring | $500,000 | 60 Mons. | Krumholz, L. - Botany & Microbiology: Roe, B. - Chemistry & Biochemistry |
| 090046 | US DOE | Biofuels Refining Engineering | $738,000 | 24 Mons. | Lobban, L. - CBME; Resasco, D. - CBME; Parthasarathy, R. - AME; Mallinson, R. - CBME; Gollahalli, B. - AME |
| 090085 | DOD-ARP | Efficient Exploration in Large Spaces: Creating a Winning Computer Go Player | $393,173 | 12 Mons. | McGovern, A. - CS |
| 090071 | NSF | NEESR-ST: Understanding and Improving the Seismic Behavior of Pile Foundations in Soft Clays | $1,151,511 | 48 Mons. | Muraleetharan, K. - CEES; Miller, G. - CEES; Cerato, A. - CEES |
| 090107 | OSRHE | Design, Fabrication, and Test of a Next Generation CASA Radar | $250,000 | 24 Mons. | Palmer, R. - Meteorology; Yu, T. - ECE; Yeary, M. - ECE; Cheong, B. - CIMMS; Zhang, Y. - ECE |
| 090012 | Cooper Ornithological Society | Editorship of The Condor | $770,312 | 60 Mons. | Patten, B. - Ok. Biological Survey |
| 090032 | USDOC-NOAA | Southern Climate Impacts Planning Program (SCIPP) | $699,990 | 12 Mons. | Shafer, M. - OCS; Meo, M. - SPP; Yuan, M. - A&GS Dean; Lamb, P. - Meteorology; Crawford, K. - Meteorology |
| 115318100 | MIKO | Reading First Logistics FY08 MOD | $508,444 | 12 Mons. | Simmons, J. - CCE CSNCLC |
| 115318400 | OK-OES | OKDOE Logistics Year 3 | $250,000 | 12 Mons. | Simmons, J. - CCE CSNCLC |
| 115318600 | OK-OES | Oklahoma Wind Power FY09 | $250,000 | 12 Mons. | Simmons, J. - CCE CSNCLC |
| 090120 | Conoco Phillips | Linking Metabolism, Functional Gene Molecular Markers and the GeoChip | $999,299 | 24 Mons. | Suflita, J. - Botany & Microbiology; Gieg, L. - Botany & Microbiology; Wawrik, B. - Botany & Microbiology; Callaghan, A. - Botany & Microbiology |
| 090023 | OK Tax Comm | Sales-Tax Calculation Database Using GIS Technologies - Maintenance Efforts through FY09 | $256,980 | 12 Mons. | Yuan, M. - A&GS Dean; Hines, K. - CSA |
| | | | | | |
| TOTAL | | | $30,590,230 | | |

# THE UNIVERSITY OF OKLAHOMA

## HEALTH SCIENCES CENTER




| | FY 2009 YEAR | YEAR %CHANGE | FY 2008 YEAR | | 2008 September | MONTH %CHANGE | 2007 September |
|---|---|---|---|---|---|---|---|
| RESEARCH | $ 25,951,408 | 0.12% | $ 25,919,568 | | $ 7,951,195 | -16.21% | $ 9,488,867 |
| INSTRUCTION | $ 5,163,437 | -34.63% | $ 7,898,961 | | $ 656,693 | -78.15% | $ 3,005,069 |
| OTHER | $ 6,813,293 | -48.03% | $ 13,110,766 | | $ 1,375,808 | 26.69% | $ 1,085,977 |
| TOTAL | $ 37,928,138 | -19.18% | $ 46,929,295 | | $ 9,983,696 | -26.48% | $13,579,913 |

HEALTH SCIENCES CENTER

**HEALTH SCIENCES CENTER**

**REPORT OF CONTRACTS AWARDED (OVER $250K)**

**July 2008**

| AWARD NO. | AGENCY | TITLE | VALUE | PERIOD | PI(S) |
|---|---|---|---|---|---|
| C1013007 | National Center for Research Resources | Mentoring Vision Research in Oklahoma (COBRE) | $2,149 K | 12 mos. | Dr. R. E. Anderson<br><br>Dept of Ophthalmology |
| C1018506 | Oklahoma Tobacco Settlement Endowment Trust Fund | Evaluation of TSET Funded Tobacco Control Programs | $677 K | 12 mos. | Dr. L. A. Beebe<br><br>Dept of Biostatistics and Epidemiology |
| C1046502 | United States Department of Education | Model Ed Program for Young Children with ASD | $424 K | 12 mos. | Dr. B. J. McBride<br><br>Pediatrics Developmental-Behavioral Pediatrics |
| C1047003 | Office of National Coordinators for Health Information Technology | Health Information Security/Privacy Collaboration | $275 K | 10 mos. | Dr. A. F. Chou<br><br>Dept of Health Administration and Policy |
| C1047502 | Oklahoma Tobacco Settlement Endowment Trust Fund | Oklahoma Tobacco Research Center | $710 K | 12 mos. | Dr. L. A. Beebe<br><br>Cancer Institute |
| C1049101 | National Institute of Mental Health | Developing Multi-Component Evidence Based Practice | $302 K | 12 mos. | Dr. D. B. Hecht<br><br>Pediatrics Child |
| C1050002 | National Center for Research Resources | Mentoring Diabetes Research in Oklahoma | $2,120 K | 12 mos. | Dr. J. Ma<br><br>Medicine Endocrinology |

| AWARD NO. | AGENCY | TITLE | VALUE | PERIOD | PI(S) |
|---|---|---|---|---|---|
| C1299313 | Maternal and Child Health Bureau | OK LEND Interdisciplinary Leadership Grant | $442 K | 12 mos. | Dr. M. L. Wolraich<br><br>Pediatrics Developmental-Behavioral Pediatrics |
| C1407206 | Bureau of Health Professions | Scholarship for Disadvantaged Students | $798 K | 12 mos. | Ms. P. G. Jordan<br><br>Office of Student Financial Aid |
| C2395515 | United States Department of Education | Assistive Technology Program:OK Public Sschools | $599 K | 12 mos. | Ms. M. A. Jones<br><br>Dept of Rehabilitation Sciences |
| C3017902 | National Center for Research Resources | Specific Pathogen Free (SPF) Baboon Colony | $667 K | 12 mos. | Dr. G. L. White<br><br>Dept of Pathology |
| C3032305 | Bureau of Health Professions | Basic Nurse Education and Practice | $293 K | 12 mos. | Dr. G. C. Ellison<br><br>Nursing Academic Programs |
| C3043101 | National Eye Institute | Light Activation/Retinal Insulin Receptor Signal | $314 K | 12 mos. | Dr. R. Rajala<br><br>Dept of Ophthalmology |
| C3045203 | National Heart, Lung and Blood Institute | Native Health Lifestyle: A Return to Balance | $689 K | 12 mos. | Dr. E. T. Lee<br><br>Center for American Indian Health Research |
| C3049301 | National Institute of Allergy and Infectious Diseases | The Role of CXCL9 in Genital HSV-2 Infection | $286 K | 12 mos. | Dr. D. J. Carr<br><br>Dept of Ophthalmology |
| C3050702 | Bureau of Health Professions | Geriatric Education Centers | $304 K | 12 mos. | Dr. T. A. Teasdale<br><br>Donald W. Reynolds Dept of Geriatrics |
| C3054201 | Bureau of Health Professions | Nursing Education Practice and Retention | $255 K | 12 mos. | Dr. G. L. Loving<br><br>Nursing Academic Programs |

| AWARD NO. | AGENCY | TITLE | VALUE | PERIOD | PI(S) |
|---|---|---|---|---|---|
| C3054601 | National Institute of Diabetes and Digestive and Kidney Diseases | Cross-Sensitization in Pelvis/Neurogenic Bladder | $311 K | 10 mos. | Dr. A. P. Malykhina<br>Dept of Physiology |
| C3054801 | National Cancer Institute | Enterococcus faecalis/Colorectal Cancer Effects | $261 K | 11 mos. | Dr. M. M. Huycke<br>Medicine Infectious |
| C5000802 | National Eye Institute | Core Grant for Vision Research | $586 K | 12 mos. | Dr. R. E. Anderson<br>Dept of Ophthalmology |
| C8240701 | Wyeth Ayerst | Bevacizumab (Avastin): Subj w/Renal Cell Carcinoma | $457 K | 12 mos. | Dr. S. Abdullah<br>Medicine Hematology/Oncolog y |
| Totals | 21 | | $12,919 K | | |

**HEALTH SCIENCES CENTER**

**REPORT OF CONTRACTS AWARDED (OVER $250K)**

**August 2008**

| AWARD NO. | AGENCY | TITLE | VALUE | PERIOD | PI(S) |
|---|---|---|---|---|---|
| C1021206 | Centers for Medicare and Medicaid Services | OK Autism Network: Individuals w/ Autism & Family | $274 K | 12 mos. | Ms. R. M. Daman<br><br>Dept of Rehabilitation Sciences |
| C1023905 | HIV/AIDS Bureau | Ryan White CARE Act Title II | $691 K | 12 mos. | Dr. R. A. Greenfield<br>Medicine Infectious Diseases |
| C1028805 | Public Health Practice Program Office | Southwest Center for Public Health Preparedness | $526 K | 12 mos. | Dr. B. Elledge<br><br>Dept of Occupational and Environmental Health |
| C1055501 | Oklahoma State Department of Health | Health Care Svcs:Indigent/Underserved Children | $400 K | 9 mos. | Mr. J. Gaudet<br><br>CMT Administration and Finance |
| C1154313 | National Heart, Lung and Blood Institute | Strong Heart Study, Phase V | $1,930 K | 8 mos. | Dr. E. T. Lee<br><br>Center for American Indian Health Research |
| C1282912 | Administration on Developmental Disabilities | CLL University Center of Excellence | $520 K | 12 mos. | Dr. V. N. Williams<br><br>Center for Learning & Leadership |
| C3012008 | HIV/AIDS Bureau | Ryan White Title IV Program | $373 K | 12 mos. | Dr. R. A. Greenfield<br>Medicine Infectious Diseases |
| C3034101 | National Cancer Institute | Prevention-CRC by iNOS & COX-2 Selective Inhibitor | $285 K | 12 mos. | Dr. C. V. Rao<br><br>Medicine Hematology/Oncolog |
| C3045101 | National Institute on Aging | Home-Based vs Supervised Exercise for Claudicants | $286 K | 12 mos. | Dr. A. W. Gardner<br><br>Pediatrics Diabetes- |

| AWARD NO. | AGENCY | TITLE | VALUE | PERIOD | PI(S) |
|---|---|---|---|---|---|
| C3054901 | National Cancer Institute | Azoxymethane (AOM)-Induced Rat Colon Cancer | $450 K | 24 mos. | Dr. C. V. Rao<br><br>Medicine Hematology/Oncolog y |
| C8241401 | Sanofi-Aventis, Inc. | Apidra®/Lantus® Therapy:Hyperglycemic Subj w/STEMI | $260 K | 12 mos. | Dr. J. Saucedo<br><br>Medicine Cardiology |
| Totals | 11 | | $5,995 K | | |

**HEALTH SCIENCES CENTER**

**REPORT OF CONTRACTS AWARDED (OVER $250K)**

**September 2008**

| AWARD NO. | AGENCY | TITLE | VALUE | PERIOD | PI(S) |
|---|---|---|---|---|---|
| C1007308 | Maternal and Child Health Bureau | Poison Control Stabilization/Enhancement Program | $267 K | 12 mos. | Ms. L. McGoodwin<br><br>Oklahoma Poison Control Center |
| C1045901 | Department of the Army | Treatment of Post-Traumatic Ocular Infections | $676 K | 49 mos. | Dr. M. C. Callegan<br><br>Dept of |
| C1157603 | National Heart, Lung and Blood Institute | Autoimmune Determinants of Human Cardiac Myosin | $499 K | 12 mos. | Dr. M. W. Cunningham<br><br>Dept of Microbiology and Immunology |
| C2308023 | Maternal and Child Health Bureau | Oklahoma Infant Transition Program | $393 K | 12 mos. | Dr. R. E. Sheldon<br><br>Pediatrics Neonatal-Perinatal Medicine |
| C3023802 | National Institute of General Medical Sciences | Cytosolic Proline Hydroxylation and Glycosylation | $294 K | 12 mos. | Dr. C. M. West<br><br>Dept of Biochemistry and Molecular Biology |
| C3035202 | National Heart, Lung and Blood Institute | Reactive Nitrogen/Accelerated Atherosclerosis:Diab | $366 K | 11 mos. | Dr. M. Zou<br><br>Medicine Endocrinology |
| C3037005 | National Center for Chronic Disease Prevention and Health Promotion | University of Oklahoma Prevention Research Center | $725 K | 12 mos. | Dr. J. E. Eichner<br><br>Center for Prevention Research in Native Americans |

| AWARD NO. | AGENCY | TITLE | VALUE | PERIOD | PI(S) |
|---|---|---|---|---|---|
| C3038004 | Bureau of Health Professions | Academic Administration Unit in Primary Care | $378 K | 12 mos. | Dr. R. M. Morse<br><br>CMT Dept of Family and Preventive Medicine |
| C3038804 | Substance Abuse and Mental Health Services Administration | Treatment and Service Adaption Center | $600 K | 12 mos. | Dr. B. Pfefferbaum<br><br>Dept of Psychiatry and Behavioral Sciences |
| C3043803 | National Center for Injury Prevention and Control | PCIT Implementation Project | $400 K | 12 mos. | Dr. B. W. Funderburk<br><br>Dept of Pediatrics |
| C3050402 | National Center for Injury Prevention and Control | Evidence-Based Child Maltreatment Intervention | $450 K | 12 mos. | Dr. M. Chaffin<br><br>Pediatrics Child Study Center |
| C3050502 | Agency for Healthcare Research and Quality | Impact of a Wellness Portal:Delivery of Pt Care | $338 K | 12 mos. | Dr. J. W. Mold<br><br>Dept of Family and Preventive Medicine |
| C3051301 | National Heart, Lung and Blood Institute | Clostridium difficile Associated Disease | $364 K | 12 mos. | Dr. J. D. Ballard<br><br>Dept of Microbiology and Immunology |
| C3051401 | National Eye Institute | CAP37 and Ocular Inflammation | $359 K | 12 mos. | Dr. H. Pereira<br><br>Dept of Pathology |
| C3054501 | National Heart, Lung and Blood Institute | AMPK as a Redox Sensor and Modulator | $366 K | 9 mos. | Dr. M. Zou<br><br>Medicine Endocrinology |
| C8242001 | Intact Medical Corporation | Percutaneous Excision Trail (I-PET) | $312 K | 12 mos. | Dr. E. A. Jett<br><br>OU Breast Institute |
| Totals | 16 | | $6,787 K | | |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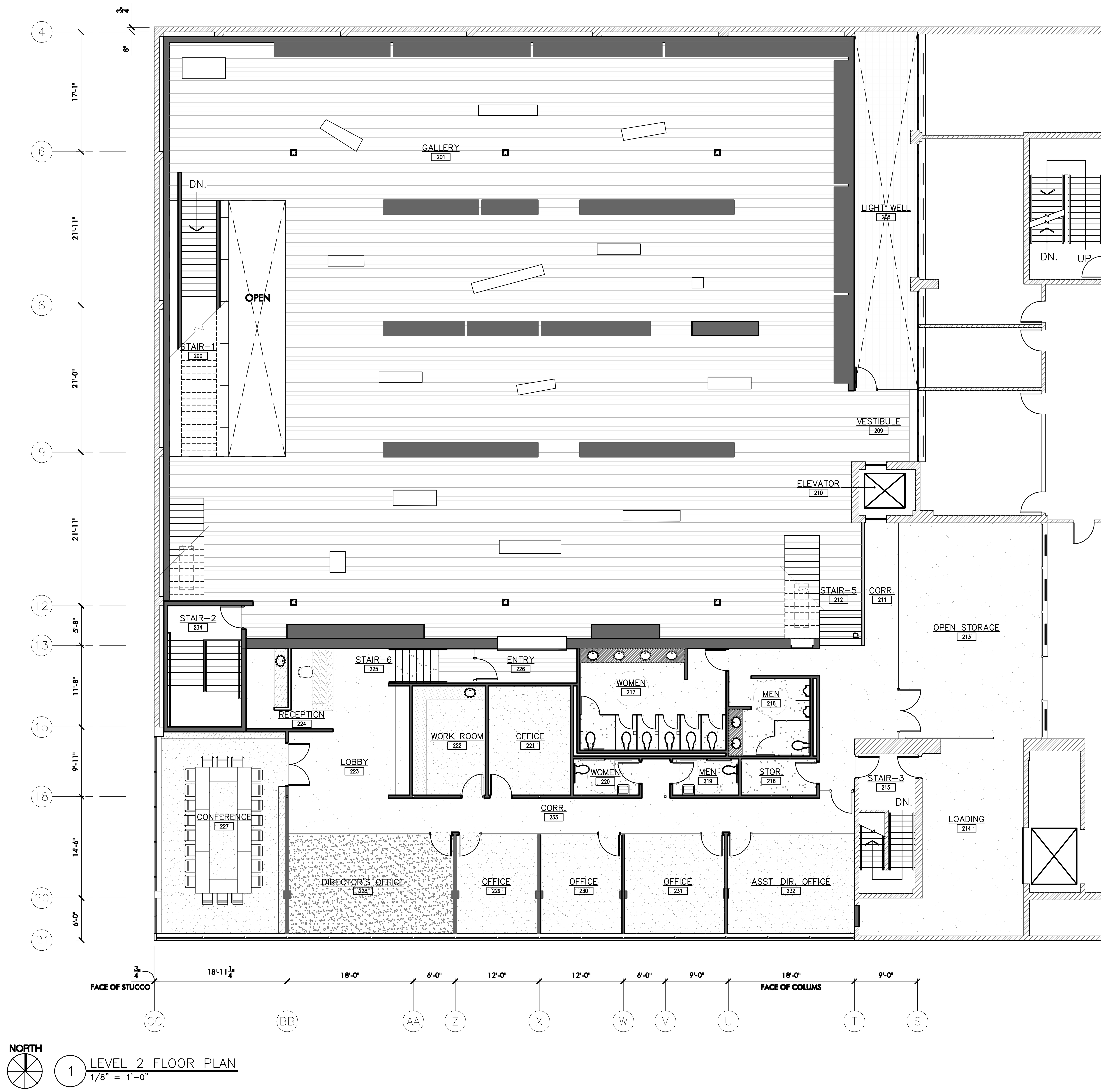



1 LEVEL 2 FLOOR PLAN
1/8" = 1'-0"

## LEGEND

- NEW WALL. REF. SPECS.
- EXISTING WALL. REF. SPECS.
- EXTERIOR PAVER SYSTEM. REF: SPECS.
- CONCRETE. REF: SPECS
- CARPET. REF: SPECS.
- WOOD FLOOR REF: SPECS.

SCHEMATIC DESIGN DOCUMENTS

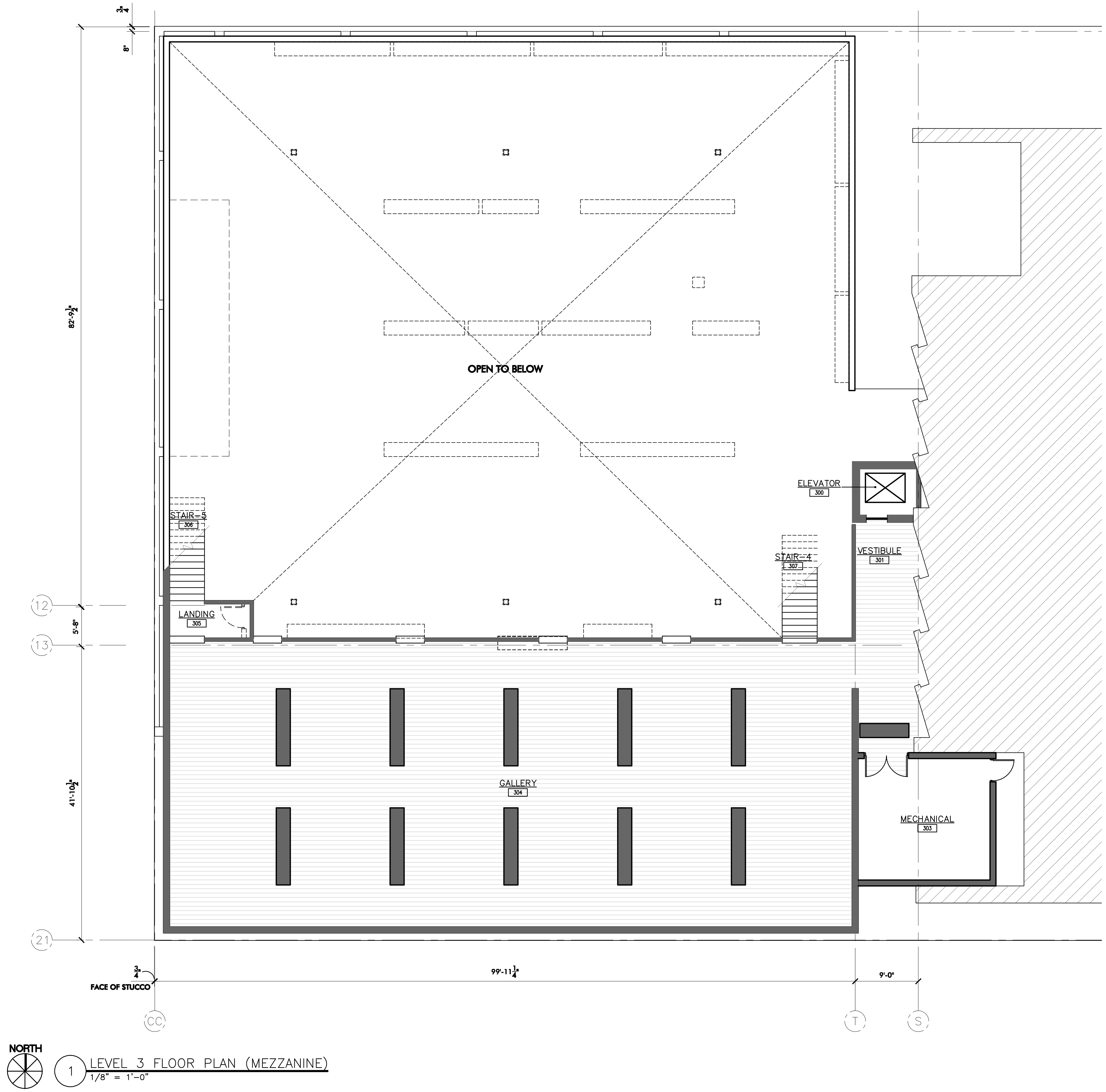
Elliott + Associates Architects
35 Harrison Avenue · Oklahoma City, OK 73104
405-232-9554

STATE OF OKLAHOMA
Randall Lynn Elliott
No. 1592
Oklahoma City Okla.
LICENSED ARCHITECT

Date Issued: DEC. 2, 2008
Revisions:

FRED JONES JR. MUSEUM OF ART, ADKINS ADDITION
UNIVERSITY OF OKLAHOMA
Norman, Oklahoma

Job No. A0773A
Scale: AS NOTED
Sheet A2.02




## LEGEND

- NEW WALL. REF. SPECS.
- EXISTING WALL. REF. SPECS.
- EXTERIOR PAVER SYSTEM. REF: SPECS.
- CONCRETE. REF: SPECS
- CARPET. REF: SPECS.
- WOOD FLOOR REF: SPECS.
- TEXT AND ARROW

1 LEVEL 3 FLOOR PLAN (MEZZANINE)
1/8" = 1'-0"

PRELIMINARY. NOT FOR CONSTRUCTION

XX% DESIGN DEVELOPMENT DOCUMENTS

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Date Issued: ~~DEC. 5, 2008~~
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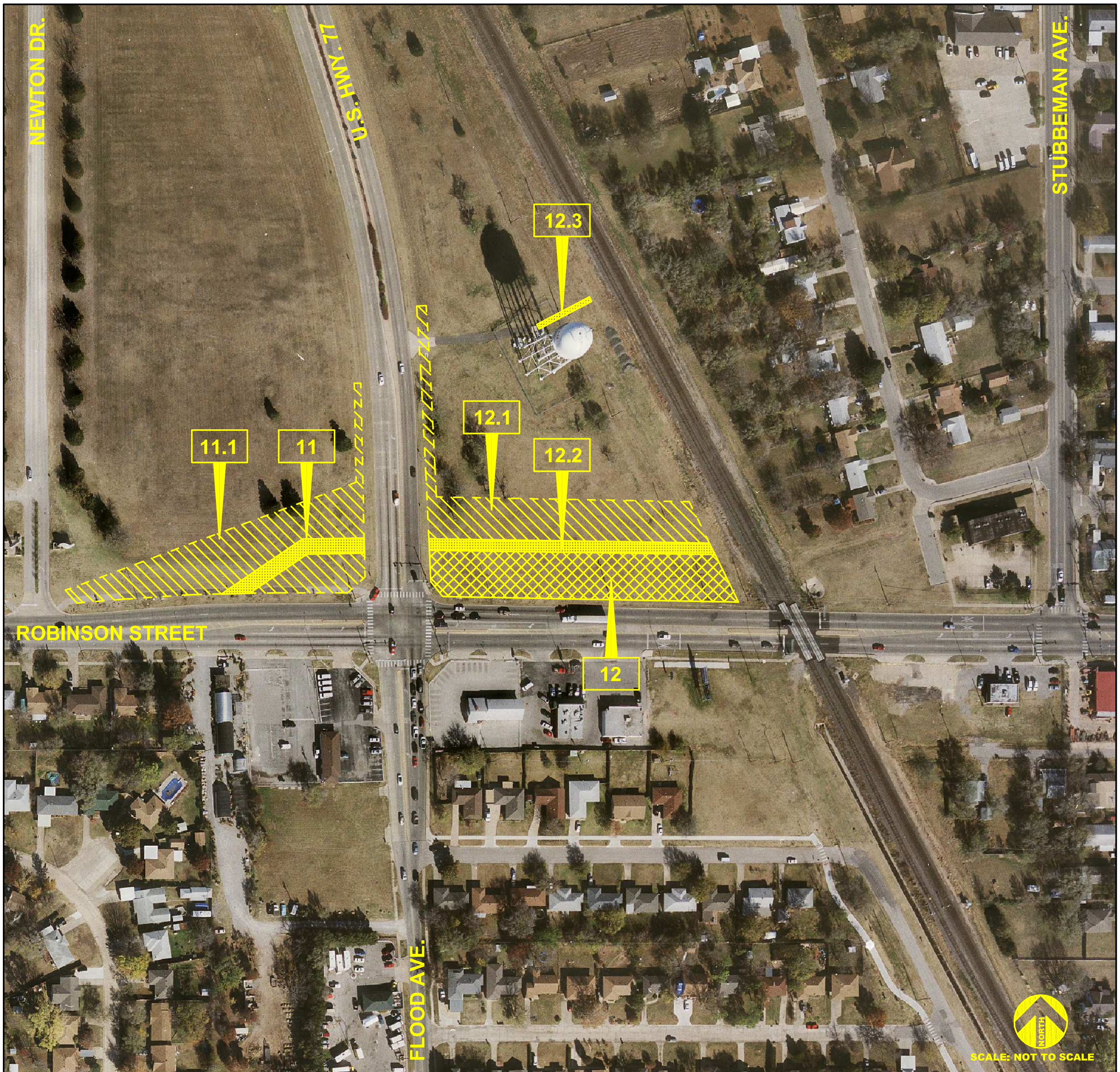
# FRED JONES JR. MUSEUM OF ART, ADKINS ADDITION
UNIVERSITY OF OKLAHOMA
Norman, Oklahoma

Job No. A0773A
Scale: AS NOTED
Sheet A2.03




| | |
|---|---|
| 11 | PERMANENT UTILITY EASEMENT |
| 11.1 | TEMPORARY CONSTRUCTION EASEMENT |
| 12 | PERMANENT ROADWAY, DRAINAGE AND UTILITIES EASEMENT |
| 12.1 | TEMPORARY CONSTRUCTION EASEMENT |
| 12.2 | PERMANENT UTILITY EASEMENT |
| 12.3 | PERMANENT UTILITY EASEMENT |

**Draft of 11/21/2008**

# University of Oklahoma 403(b) Salary Reduction Plan

(Effective: January 1, 2009)
(Executed: November __, 2008)

# Table of Contents

## UNIVERSITY OF OKLAHOMA 403(B) SALARY REDUCTION PLAN

### Section 1. - Definitions

The following words and terms, when used in the Plan, have the meaning set forth below.

**1.1 "Account"**

: The account or accumulation maintained for the benefit of any Participant or Beneficiary under an Annuity Contract or a Custodial Account.

**1.2 "Account Balance"**

: The value of the aggregate amount credited to each Participant's Account under all Accounts, including the Participant's Elective Deferrals, the earnings or loss of each Annuity Contract or a Custodial Account (net of expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Section 6 for rollover contributions and plan-to-plan transfers made for a Participant, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in section 414(p)(8) of the Code).

**1.3 "Administrator"**

: University of Oklahoma is the Administrator. Notwithstanding this appointment, the Administrator may delegate, herein or by separate agreement, any administrative responsibilities hereunder to one or more persons, committees, Vendors, or other organizations.

**1.4 "Annuity Contract"**

: A nontransferable contract as defined in section 403(b)(1) of the Code, established for each Participant by the Employer, or by each Participant individually, that is issued by an insurance company qualified to issue annuities in Oklahoma, and that includes payment in the form of an annuity.

**1.5 "Beneficiary"**

: The designated person who is entitled to receive benefits under the Plan after the death of a Participant, subject to such additional rules as may be set forth in the Individual Agreements.

**1.6 "Custodial Account"**

: The group or individual custodial account or accounts, as defined in section 403(b)(7) of the Code, established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan.

**1.7 "Code"**

: The Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

**1.8 "Committee"**

: The Benefits Committee, the members of which are appointed by the Employer.

**1.9 "Compensation"**

: All cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under Section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election under Section 2 made to reduce compensation in order to have Elective Deferrals under the Plan).

**1.10 "Disabled"**

: The definition of disability provided in the applicable Individual Agreement.

**1.11 "Elective Deferral"**

: The Employer contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation. Elective Deferrals are limited to pre-tax salary reduction contributions.

**1.12 "Employee"**

: Each individual, whether appointed or elected, who is a common law employee of the Employer performing services for a public school as an employee of the Employer. This definition is not applicable unless the employee's Compensation for performing services for a public school is paid by the Employer. Further, a person occupying an elective or appointive public office is not an employee performing services for a public school unless such office is one to which an individual is elected or appointed only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State or local government. In the event that an individual previously classified as an independent contractor is reclassified by the Employer, the Internal Revenue Service or any other governmental entity as an employee, such individual shall be reclassified as an Employee for purposes of this Plan. However, such reclassification shall only be prospective from the date that the individual is notified by the Employer of such reclassification.

**1.13 "Employer"**

: University of Oklahoma is the Employer.

**1.14 “Funding Vehicles”**

: The Annuity Contracts or Custodial Accounts issued for funding amounts held under the Plan and specifically approved by Employer for use under the Plan.

**1.15 “Includible Compensation”**

: An Employee’s actual wages in box 1 of Form W-2 for a year for services to the Employer, but subject to a maximum of $200,000 (or such higher maximum as may apply under section 401(a)(17) of the Code) and increased (up to the dollar maximum) by any compensation reduction election under section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including any Elective Deferral under the Plan). The amount of Includible Compensation is determined without regard to any community property laws.

**1.16 “Individual Agreement”**

: The agreements between a Vendor and the Employer or a Participant that constitutes or governs a Custodial Account or an Annuity Contract.

**1.17 “Participant”**

: An individual for whom Elective Deferrals or other contributions permitted herein are currently being made, or for whom such contributions have previously been made, under the Plan and who has not received a distribution of his or her entire benefit under the Plan.

**1.18 “Plan”**

: University of Oklahoma 403(b) Salary Reduction Plan.

**1.19 “Plan Year”**

: The calendar year.

**1.20 “Related Employer”**

: The Employer and any other entity which is under common control with the Employer under section 414(b) or (c) of the Code. For this purpose, the Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under Notice 89-23, 1989-1 C.B. 654.

**1.21 “Severance from Employment”**

: For purpose of the Plan, Severance from Employment means Severance from Employment with the Employer and any Related Employer. However, a Severance from Employment also occurs on any date on which an Employee ceases to be an employee of a public school, including K-12 schools, institutions of higher education or any institution of education that is deemed to be a “public school” under the laws of the State of Oklahoma or any political subdivision thereof, even though the Employee may continue to be employed by a Related Employer that is another unit of the State or local government that is not a public school or in a capacity that is not employment with a public school (e.g., ceasing to be an employee performing services for a public school but continuing to work for the same State or local government employer).

**1.22 "Vendor"**

: The provider of an Annuity Contract or Custodial Account.

**1.23 "Valuation Date"**

: Each business day of the Plan Year.

## Section 2. - Participation and Contributions

**2.1 Eligibility**

**.** Each Employee shall be eligible to participate in the Plan and elect to have Elective Deferrals made on his or her behalf hereunder immediately upon becoming employed by the Employer.

**2.2 Compensation Reduction Election**

. An Employee elects to become a Participant by executing an election to reduce his or her Compensation (and have that amount contributed as an Elective Deferral on his or her behalf) and filing it with the appropriate Administrator. This Compensation reduction election shall be made on the agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. The Administrator may establish an annual minimum deferral amount no higher than $200, and may change such minimum to a lower amount from time to time. The participation election shall also include designation of the Funding Vehicles and Accounts therein to which Elective Deferrals are to be made and a designation of Beneficiary. Any such election shall remain in effect until a new election is filed. Only an individual who performs services for the Employer as an Employee may reduce his or her Compensation under the Plan. Each Employee will become a Participant in accordance with the terms and conditions of the Individual Agreements. Except as otherwise provided in the Plan, all Elective Deferrals shall be made on a pre-tax basis. An Employee shall become a Participant as soon as administratively practicable following the date applicable under the employee's election.

**2.3 Information Provided by the Employee**

. Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan, including any information required under the Individual Agreements.

**2.4 Change in Elective Deferrals Election**

**.** Subject to the provisions of the applicable Individual Agreements and applicable laws and Income Tax Regulations, an Employee may at any time revise his or her participation election, including a change of the amount of his or her Elective Deferrals, his or her investment direction, and his or her designated Beneficiary. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Vendor.

**2.5 Contributions Made Promptly**

. Elective Deferrals under the Plan shall be transferred to the applicable Funding Vehicle within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant.

**2.6 Leave of Absence**

. Unless an election is otherwise revised, if an Employee is absent from work by leave of absence, Elective Deferrals under the Plan shall continue to the extent that Compensation continues.

## Section 3. - Limitations on Amounts Deferred

**3.1 Basic Annual Limitation**

. Except as provided in Sections 3.2 and 3.3, the maximum amount of the Elective Deferral under the Plan for any calendar year shall not exceed the lesser of (a) the applicable dollar amount or (b) the Participant's Includible Compensation for the calendar year. The applicable dollar amount is the amount established under section 402(g)(1)(B) of the Code, which is $15,500 for 2008, and is adjusted for cost-of-living after 2008 to the extent provided under section 415(d) of the Code.

**3.2 Special Section 403(b) Catch-up Limitation for Employees With 15 Years of Service**

. Because the Employer is a qualified organization (within the meaning of § 1.403(b)-4(c)(3)(ii) of the Income Tax Regulations), the applicable dollar amount under Section 3.1(a) for any "qualified employee" is increased (to the extent provided in the Individual Agreements) by the least of:

(a) $3,000;

(b) The excess of:

(1) $15,000, over

(2) The total special 403(b) catch-up elective deferrals made for the qualified employee by the qualified organization for prior years; or

(c) The excess of:

(1) $5,000 multiplied by the number of years of service of the employee with the qualified organization, over

(2) The total Elective Deferrals made for the employee by the qualified organization for prior years.

For purposes of this Section 3.2, a "qualified employee" means an employee who has completed at least 15 years of service taking into account only employment with the Employer.

**3.3 Age 50 Catch-up Elective Deferral Contributions**

**.** An Employee who is a Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Elective Deferrals up to the maximum age 50 catch-up Elective Deferrals for the year. The maximum dollar amount of the age 50 catch-up Elective Deferrals for a year is $5,000 for 2008, and is adjusted for cost-of-living after 2008 to the extent provided under the Code.

**3.4 Coordination**

. Amounts in excess of the limitation set forth in Section 3.1 shall be allocated first to the special 403(b) catch-up under Section 3.2 and next as an age 50 catch-up contribution under Section 3.3. However, in no event can the amount of the Elective Deferrals for a year be more than the Participant's Compensation for the year.

**3.5 Special Rule for a Participant Covered by Another Section 403(b) Plan**

**.** For purposes of this Section 3, if the Participant is or has been a participant in one or more other plans under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Section 3. For this purpose, the Administrator shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another plan maintained by a Related Employer shall be taken into account for purposes of Section 3.2 only if the other plan is a § 403(b) plan.

**3.6 Correction of Excess Elective Deferrals**

**.** If the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another plan of the employer under section 403(b) of the Code (and any other plan that permits elective deferrals under section 402(g) of the Code for which the Participant provides information that is accepted by the Administrator), then the Elective Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant.

**3.7 Protection of Persons Who Serve in a Uniformed Service**

. An Employee whose employment is interrupted by qualified military service under section 414(u) of the Code or who is on a leave of absence for qualified military service under section

414(u) of the Code may elect to make additional Elective Deferrals upon resumption of employment with the Employer equal to the maximum Elective Deferrals that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under section 414(u) of the Code, this right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

## Section 4. - Loans

### 4.1 Loans

. Loans will not be permitted under the Plan during the period beginning January 1, 2009 and ending on a date to be determined by the Committee and set forth in a resolution by the same. Beginning on the date set forth in such Committee resolution, to the extent permitted by and in accordance with the Individual Agreements and applicable laws and Income Tax Regulations controlling the Account assets from which the loan is made and by which the loan will be secured, loans shall be permitted under the Plan. Upon the adoption of the resolution discussed above, the Administrator shall communicate the availability of loans under the Plan to the Vendors and the Participants as soon as administratively feasible.

### 4.2 Information Coordination Concerning Loans

. Each Vendor is responsible for all information reporting and tax withholding required by applicable federal and state law in connection with distributions and loans. To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the Administrator(s) shall take such steps as may be appropriate to coordinate the limitations on loans set forth in Section 4.3, including the collection of information from Vendors, and transmission of information requested by any Vendor, concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Employer. The Administrator(s) shall also take such steps as may be appropriate to collect information from Vendors, and transmission of information to any Vendor, concerning any failure by a Participant to repay timely any loans made to a Participant under the Plan or any other plan of the Employer.

### 4.3 Maximum Loan Amount

. No loan to a Participant under the Plan may exceed the lesser of:

(a) $50,000, reduced by the greater of (i) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or (ii) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period); or

(b) one half of the value of the Participant's vested Account Balance (as of the Valuation Date immediately preceding the date on which such loan is approved by the Administrator).

For purposes of this Section 4.3, any loan from any other plan maintained by the Employer and any Related Employer shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan to exceed the amount that would otherwise be permitted in the absence of this paragraph.

## Section 5. - Benefit Distributions

### 5.1 Benefit Distributions At Severance from Employment or Other Distribution Event

. Except as permitted under Section 3.6 (relating to excess Elective Deferrals), Section 5.4 (relating to withdrawals of amounts rolled over into the Plan), Section 5.5 (relating to hardship), or Section 8.3 (relating to termination of the Plan), distributions from a Participant's Account may not be made earlier than the earliest of the date on which the Participation has a Severance from Employment, dies, becomes Disabled, or attains age 59½. Distributions shall otherwise be made in accordance with the terms of the Individual Agreements.

### 5.2 Small Account Balances

. The terms of the Individual Agreement may permit distributions to be made in the form of a lump-sum payment, without the consent of the Participant or Beneficiary, but no such payment may be made without the consent of the Participant or Beneficiary unless the Account Balance does not exceed $5,000 (determined without regard to any separate account that holds rollover contributions under Section 6.1) and any such distribution shall comply with the requirements of Section 401(a)(31)(B) of the Code (relating to automatic distribution as a direct rollover to an individual retirement plan for distributions in excess of $1,000).

### 5.3 Minimum Distributions

. Each Individual Agreement shall comply with the minimum distribution requirements of section 401(a)(9) of the Code and the regulations thereunder. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Individual Agreement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of § 1.408-8 of the Income Tax Regulations, except as provided in § 1.403(b)-6(e) of the Income Tax Regulations.

### 5.4 In-Service Distributions From Rollover Account

**.** If a Participant has a separate account attributable to rollover contributions to the Plan, to the extent permitted by the applicable Individual Agreement, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

### 5.5 Hardship Withdrawals

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(a) Hardship withdrawals will not be permitted under the Plan during the period beginning January 1, 2009 and ending on a date to be determined by the Committee and set forth in a resolution by the same. Beginning on the date set forth in such Committee resolution, to the extent permitted by the Individual Agreements controlling the Account assets to be withdrawn to satisfy the hardship, hardship withdrawals shall be permitted under the Plan. The Administrator shall communicate to the Vendors and the Participants the availability of hardship withdrawals under the Plan as soon as administratively feasible following the adoption of the Committee resolution discussed above. No Elective Deferrals shall be allowed under the Plan or any other Plan of the Employer during the 6-month period beginning on the date the Participant receives a distribution on account of hardship.

(b) The Individual Agreements shall provide for the exchange of information among the Employer and the Vendors to the extent necessary to implement the Individual Agreements, including, in the case of a hardship withdrawal that is automatically deemed to be necessary to satisfy the Participant's financial need (pursuant to § 1.401(k)-1(d)(3)(iv)(E) of the Income Tax Regulations), the Vendor notifying the Employer of the withdrawal in order for the Employer to implement the resulting 6-month suspension of the Participant's right to make Elective Deferrals under the Plan. In addition, in the case of a hardship withdrawal that is not automatically deemed to be necessary to satisfy the financial need (pursuant to § 1.401(k)-1(d)(3)(iii)(B) of the Income Tax Regulations), the Vendor shall obtain information from the Employer or other Vendors to determine the amount of any loans and rollover accounts that are available to the Participant under the Plan to satisfy the financial need.

**5.6 Rollover Distributions.**

(a) A Participant or the Beneficiary of a deceased Participant (or a Participant's spouse or former spouse who is an alternate payee under a domestic relations order, as defined in section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code) specified by the Participant in a direct rollover. In the case of a distribution to a Beneficiary who at the time of the Participant's death was neither the spouse of the Participant nor the spouse or former spouse of the Participant who is an alternate payee under a domestic relations order, a direct rollover is payable only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of section 408(d)(3)(C) of the Code).

(b) Each Vendor shall be separately responsible for providing, within a reasonable time period before making an initial eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

## Section 6. - Rollovers to the Plan and Transfers

**6.1 Eligible Rollover Contributions to the Plan.**

(a) Eligible Rollover Contributions. During the period beginning January 1, 2009 and ending on a date to be determined by the Committee and set forth in a resolution by the same, the Plan will not accept rollover distributions from another retirement plan. However, beginning on the date set forth in such Committee resolution, and to the extent provided in the Individual Agreements, an Employee who is a Participant who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. The Administrator shall provide notice to the Participants under the Plan that rollover contributions may be made to the Plan as soon as administratively feasible following the adoption of the Committee resolution discussed above. Such rollover contributions shall be made in the form of cash only. The Vendor may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Code and to confirm that such plan is an eligible retirement plan within the meaning of section 402(c)(8)(B) of the Code. Notwithstanding anything to the contrary herein, in no event does the Plan accept a rollover contribution from a Roth elective deferral account under an applicable retirement plan described in section 402A(e)(1) of the Code or a Roth IRA described in section 408A of the Code.

(b) Eligible Rollover Distribution. For purposes of Section 6.1(a), an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, except that an eligible rollover distribution does not include (1) any installment payment for a period of 10 years or more, (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the employee, (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under section 401(a)(9) of the Code. In addition, an eligible retirement plan means an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, a qualified trust described in section 401(a) of the Code, an annuity plan described in section 403(a) or 403(b) of the Code, or an eligible governmental plan described in section 457(b) of the Code, that accepts the eligible rollover distribution.

(c) Separate Accounts. The Vendor shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan.

**6.2 Plan-to-Plan Transfers to the Plan**.

(a) At the direction of the Employer, for a class of Employees who are participants or beneficiaries in another plan under Section 403(b) of the Code, the Administrator may permit a transfer of assets to the Plan as provided in this Section 6.2. Such a transfer is permitted only if the other plan provides for the direct transfer of each person's entire interest therein to the Plan and the participant is an employee or former employee of the Employer. The Administrator and any Vendor accepting such transferred amounts may require that the transfer be in cash or other property acceptable to it. The Administrator or any Vendor accepting such transferred amounts may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with § 1.403(b)-10(b)(3) of the Income Tax Regulations and to confirm that the other plan is a plan that satisfies section 403(b) of the Code.

(b) The amount so transferred shall be credited to the Participant's Account Balance, so that the Participant or Beneficiary whose assets are being transferred has an accumulated benefit immediately after the transfer at least equal to the accumulated benefit with respect to that Participant or Beneficiary immediately before the transfer.

(c) To the extent provided in the Individual Agreements holding such transferred amounts, the amount transferred shall be held, accounted for, administered and otherwise treated in the same manner as an Elective Deferral by the Participant under the Plan, except that (1) the Individual Agreement which holds any amount transferred to the Plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the Individual Agreement must impose restrictions on distributions to the Participant or Beneficiary whose assets are being transferred that are not less stringent than those imposed on the transferor plan and (2) the transferred amount shall not be considered an Elective Deferral under the Plan in determining the maximum deferral under Section 3.

**6.3 Plan-to-Plan Transfers from the Plan.**

(a) At the direction of the Employer, the Administrator may permit a class of Participants and Beneficiaries to elect to have all or any portion of their Account Balance transferred to another plan that satisfies section 403(b) of the Code in accordance with § 1.403(b)-10(b)(3) of the Income Tax Regulations. A transfer is permitted under this Section 6.3(a) only if the Participants or Beneficiaries are Employees or former Employees of the employer under the receiving plan and the other 403(b) plan provides for the acceptance of plan-to-plan transfers with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred.

(b) The other 403(b) plan must provide that, to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the other plan shall impose 403(b) restrictions on distributions to the Participant or Beneficiary whose assets are transferred that are not less stringent than those imposed under the Plan. In addition, if the transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the Plan, the other plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

(c) Upon the transfer of assets under this Section 6.3, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 6.3 (for example, to confirm that the receiving plan satisfies section 403(b) of the Code and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to § 1.403(b)-10(b)(3) of the Income Tax Regulations.

**6.4 Contract and Custodial Account Exchanges**.

(a) A Participant or Beneficiary is permitted to change the investment of his or her Account Balance among the Vendors under the Plan, subject to the terms of the Individual Agreements. However, exchanges are not permitted to Vendors that are not eligible to receive contributions under Section 7.3.

(b) If any Vendor ceases to be eligible to receive Elective Deferrals under the Plan, the Vendor shall enter into an information sharing agreement with the Employer if the Employer's existing contract with the Vendor does not provide for the exchange of information including, but not limited to, the following:

(i) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from Employment (for purposes of the distribution restrictions in Section 5.1);

(ii) the Vendor notifying the Employer of any hardship withdrawal under Section 5.3 if the withdrawal results in a 6-month suspension of the Participant's right to make Elective Deferrals under the Plan;

(iii) the Vendor providing information to the Employer or other Vendors concerning the Participant's or Beneficiary's section 403(b) contracts or custodial accounts or qualified employer plan benefits (to enable a Vendor to determine the amount of any plan loans and any rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules of Section 5.3); and

(iv) the amount of any plan loan that is outstanding to the Participant in order for a Vendor to determine whether an additional plan loan satisfies the loan limitations of Section 4.3, so that any such additional loan is not a deemed distribution under section 72(p)(1).

**6.5 Permissive Service Credit Transfers.**

(a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 6.5(a) may be made before the Participant has had a Severance from Employment.

(b) A transfer may be made under Section 6.5(a) only if the transfer is either for the purchase of permissive service credit (as defined in section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which section 415 of the Code does not apply by reason of section 415(k)(3) of the Code.

(c) In addition, if a plan-to-plan transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the transferor plan, the Plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Participant's or Beneficiary's interest in any after-tax employee contributions).

## Section 7. - Investment of Contributions

### 7.1 Manner of Investment

. All Elective Deferrals or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Funding Vehicles, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts. Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

### 7.2 Investment of Contributions

. Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Annuity Contract or Custodial Account in accordance with the terms of the Individual Agreements. Transfers and exchanges in investment options among Annuity Contracts and Custodial Accounts may be made under this Section 7.2 to the extent provided in the Individual Agreements and permitted under applicable Income Tax Regulations.

### 7.3 Current Vendors

. As of the Effective Date, only those Vendor(s) approved by the Employer shall be eligible to receive Elective Deferrals under the Plan. No later than the Effective Date, the Employer shall establish a list reflecting those Vendors approved to receive Elective Deferrals under the Plan and the Administrator shall provide a copy of such list to all Vendors. This list is exhaustive, but subject to change at the Employer's discretion. In the event that this list is modified in any respect, the Administrator shall notify Vendors of such change as soon as administratively feasible. The Vendor(s) listed herein and the Administrator shall exchange such information as may be necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

### 7.4 Former Vendors

. In the case of a Vendor which is not eligible to receive Elective Deferrals under the Plan under Section 7.3 (including a Vendor previously listed as eligible to receive Elective Deferrals under Section 7.3 that is subsequently removed), the Employer shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

## Section 8. – Amendment and Plan Termination

### 8.1 Termination of Contributions

. The Employer has adopted the Plan with the intention and expectation that contributions will be continued indefinitely. However, the Employer has no obligation or liability whatsoever to maintain the Plan for any length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.

**8.2 Amendment and Termination**

. The Employer reserves the authority to amend or terminate this Plan at any time.

**8.3 Distribution upon Termination of the Plan**

. The Employer may provide that, in connection with a termination of the Plan and subject to any restrictions contained in the Individual Agreements, all Accounts will be distributed, provided that the Employer and any Related Employer on the date of termination do not make contributions to an alternative section 403(b) contract that is not part of the Plan during the period beginning on the date of plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by the Income Tax Regulations.

## Section 9. - Miscellaneous

**9.1 Non-Assignability**

. Except as provided in Section 9.2 and 9.3, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors; and neither the Participant nor any Beneficiary shall have any right to sell, assign, transfer, or otherwise convey the right to receive any payments hereunder or any interest under the Plan, which payments and interest are expressly declared to be non-assignable and non-transferable.

**9.2 Domestic Relation Orders**

. Notwithstanding Section 9.1, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any state ("domestic relations order"), then the amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

**9.3 IRS Levy**

. Notwithstanding Section 9.1, the Administrator may direct payment from a Participant's or Beneficiary's Account the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

## 9.4 Tax Withholding

. Contributions to the Plan are subject to applicable employment taxes (including, if applicable, Federal Insurance Contributions Act (FICA) taxes with respect to Elective Deferrals and Roth 403(b) Contributions, which constitute wages under section 3121 of the Code). Any benefit payment made under the Plan is subject to applicable income tax withholding requirements (including section 3401 of the Code and the Employment Tax Regulations thereunder). A payee shall provide such information as the Administrator or Vendor may need to satisfy income tax withholding obligations, and any other information that may be required by guidance issued under the Code.

## 9.5 Payments to Minors and Incompetents

. If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

## 9.6 Mistaken Contributions

. If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the participant or, to the extent required or permitted by the Administrator, to the Employer.

## 9.7 Procedure When Distributee Cannot Be Located

. The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the records of the Employer or the Administrator, (b) notification sent to the Social Security Administration or the Pension Benefit Guaranty Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Funding Vehicle shall continue to hold the benefits due such person and the Administrator shall comply with the reporting requirements imposed by the Uniformed Unclaimed Property Act, if any, as set out in 60 O.S. § 651, et. seq.

## 9.8 Incorporation of Individual Agreements

. The Plan, together with any Individual Agreements, is intended to satisfy the requirements of section 403(b) of the Code and the Income Tax Regulations thereunder. Terms and conditions of the applicable Individual Agreements are hereby incorporated by reference into the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Code.

**9.9 Governing Law**

. The Plan will be construed, administered and enforced according to the Code and the laws of the State of Oklahoma which is where the Employer has its principal place of business.

**9.10 Headings**

. Headings of the Plan have been inserted for convenience of reference only and are to be ignored in any construction of the provisions hereof.

**9.11 Gender**

. Pronouns used in the Plan in the masculine or feminine gender include both genders unless the context clearly indicates otherwise.

**9.12 Indemnification**

. If Employer appoints an Employee or committee of Employees to represent Employer as the Administrator of the Plan, Employer shall, to the extent permitted by applicable law, indemnify any such Employee acting on its behalf in this capacity. Such individuals shall be indemnified from any and all liability that may arise by reason of his action or failure to act concerning this Plan, excepting any willful misconduct or criminal acts.

**9.13 No Employer Liability**

**.** Employer shall have no liability for the payment of benefits under the Plan provided that the providers of the applicable Annuity Contracts and Custodial Accounts receive written direction for the payment of benefits in accordance with Section 6. Each Participant shall look solely to the providers of applicable Annuity Contracts and Custodial Accounts for receipt of payments or benefits under the Plan.

This Plan document and any underlying Annuity Contracts and Custodial Accounts provided by the Vendors authorized by the Employer, as well as necessary forms and administrative policies and procedures incorporated by the Employer, an Administrator or any Funding Vehicle shall constitute the entire Plan.

EXECUTED as of this ____ day of November, 2008.

**UNIVERSITY OF OKLAHOMA, a governmental entity**

By: ______________________________
David L. Boren, President

Draft of
11/21/2008

**UNIVERSITY OF OKLAHOMA**

**DEFINED CONTRIBUTION RETIREMENT PLAN**

(Amended and Restated Effective: July 1, 20084)

The terms and provisions of this Plan shall control with respect to payment of all benefits under the University of Oklahoma Defined Contribution Retirement Plan. Any conflict between the terms and provisions of this Plan and any other document and/or communication provided by the Institution to the Eligible Employee shall be governed by the terms of the Plan. The Institution reserves the right to amend, modify or terminate the Plan at any time.

**TABLE OF CONTENTS**

Page

## ARTICLE I
## ESTABLISHMENT OF PLAN

1.1 Establishment of Plan

. The Board of Regents of the University of Oklahoma (the "Board") established the University of Oklahoma Defined Contribution Retirement Plan (the "Plan") as of January 1, 1989. The Plan is amended and restated in its entirety effective July 1, 2008 except as otherwise provided in this Plan.

1.2 Purpose

. This Plan document sets forth the provisions of the University of Oklahoma Defined Contribution Retirement Plan established for a governmental entity as defined in Section 414 (d) of the Code, and is intended to be a qualified plan under Section 401(a) of the Code. Institution Contributions are invested, at the direction of each Participant, in one or more of the Funding Vehicles available to Participants under the Plan. This Plan shall not be subject to or governed by the terms and provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). No Participant shall have any rights or benefits other than as specifically provided in this Plan with respect to retirement benefits provided hereunder and may not claim that ERISA shall be applicable to the Plan or the benefits of any such Participant. This Plan shall be classified as a "money purchase pension plan" as defined in the Code.

1.3 Benefits Provided Under the Plan

. No benefits will be provided under the Plan until a participant has incurred a separation of employment with the University. Upon a Participant's separation of employment from the University, the sole benefit provided to such Participant (or Beneficiary as the case may be) shall be the vested portion of a Participant's Accumulation Account as provided herein.

## ARTICLE II
## DEFINITIONS

2.1 Application of Definitions

. The words and phrases defined in this Article have the following meanings throughout this Plan document unless clearly stated otherwise.

~~1.~~(a) Accumulation Account

. "Accumulation Account" or "Account" means the separate account established for each Participant. The value of a Participant's Accumulation Account includes all Institution Contributions, less expense charges, plus credited investment earnings and will be invested in the Funding Vehicles.

~~2.~~(b) Act

. "Act" means the Alternate Retirement Plan for Comprehensive Universities Act wherein certain employees of the University may make a one-time irrevocable written election to elect to participate in OTRS or in the Optional Plan.

~~3.~~(c) Annual Additions

. "Annual Additions" means the sum of the Contributions made by the Institution credited to a Participant's Accumulation Account for the "limitation year" (which is the Plan Year).

~~4.~~(d) Beneficiary

. "Beneficiary" means the individual, trust, or estate designated by the Participant to receive benefits provided under the Plan in a Participant's Accumulation Account in the event of the Participant's death.

~~5.~~(e) Board

. "Board" means the Board of Regents of the University of Oklahoma.

~~6.~~(f) Code

. "Code" means the Internal Revenue Code of 1986, as amended. Reference to a specific section of the Code includes not only the section but any comparable section or sections of any future legislation that amends, supplements, or supersedes the section and the regulations promulgated by the Secretary of the Treasury under such sections.

~~7.~~(g) Date of Employment or Reemployment

. "Date of Employment or Reemployment" means the effective date of employment or reemployment of an employee with the Institution.

~~8.~~(h) Effective Date

. "Effective Date" means July 1, 2008~~4~~ which is the Effective Date of the Plan. The terms and provisions of the Plan as it existed prior to the Effective Date shall continue in effect with respect to benefits earned prior to such date unless the Code permits application of this Plan (as amended and restated) to be applicable to such benefits.

~~9.~~(i) Eligible Employee

. "Eligible Employee" means any salaried employee of the Institution who (i) is approved to work on a .50 full-time equivalency basis or more as determined under the Institution's Standard Personnel Policies, and (ii) is designated by the Institution to be "benefits eligible" as determined under the Institution's Standard Personnel Policies. The foregoing (i) and (ii) are the "eligibility requirements" to enter the Plan ("Eligibility Requirements"). However, the term Eligible Employee does not include a person whose employment is incidental to his or her educational program or whose employment is not continuous for a period of at least six months or more.

Provided, the following employees shall also be **included** as Eligible Employees under the Plan if they satisfy the Eligibility Requirements:

1. Employees hired (or rehired) by the Institution on or after attaining the age of 45 years, regardless if participating in TRS unless such employee is participating in the Optional Plan;

2. Regular faculty members who are on sabbatical or other authorized leave of absence as provided in the Institution's Standard Personnel Policies;

3. Employees hired by the Institution and funded through grants and classified as "academic researchers" in accordance with the Institution's Standard Personnel Policies; or, a regular faculty member at HSC approved to work on a .50 full-time equivalency basis or more and earns $9,000 or more from HSC;

4. Employees hired by the Institution and classified as visiting faculty in accordance with the Institution's Standard Personnel Policies and such individual elects to participate in TRS in which event such individual will be an Eligible Employee while participating in TRS. Provided, the foregoing shall be applicable to visiting faculty hired by the Institution and located at HSC on or after October 1, 2001; and

5. Employees hired by the Institution and approved to work on less than a .50 full-time equivalency basis if such employee receives a grant from the Small Business Innovation Research Program.

6. Hourly Employees who have attained at least age 28 or who have earned at least three Years of Service.

Provided further, the following employees shall be **excluded** as Eligible Employees under the Plan:

1. Employees hired by the Institution and approved as a "temporary employee" in accordance with the Institution's Standard Personnel Policies;

2. Employees hired by the Institution and classified as academic "residents," "post doctoral fellows," "lecturers," "instructors," or "visiting professors" in accordance with the Institution's Standard Personnel Policies provided, "lecturers," "instructors," or "visiting professors" shall become Eligible Employees on the first day of the fifth consecutive academic semester in which the "lecturer," "instructor," or "visiting professor" serves in the same position with the University;

3. Employees hired by the Institution and classified as "student employees" in accordance with the Institution's Standard Personnel Policies;

4. Employees hired by the Institution and compensated through contracts funded through either the United States Postal Service or the Federal Aeronautics Administration;

5. Employees hired by the Institution and classified as "temporary tutors" in accordance with the Institution's Standard Personnel Policies;

6. Employees hired by the Institution and classified as "staff providers" or "special project consultants" in accordance with the Institution's Standard Personnel Policies;

7. Employees hired by the Institution and participating in the Oklahoma Public Employees Retirement System or the Oklahoma Law Enforcement Retirement System;

8. Workers hired by the Institution and classified as "independent contractors" under the Institution's Standard Personnel Policies, notwithstanding that such workers are reclassified or are deemed to be employees of the Institution by the Internal Revenue Service or any other governmental agency or by a court of competent jurisdiction;

9. Employees hired by the Institution and classified as "adjunct professors" and who have "full-time employment" outside of the Institution. The determination of what is "full-time employment" is made in the sole discretion of the Institution;

10. Former Employees of the Institution who have been rehired by the Institution and are eligible for "retiree benefits" and at the time of rehire, such employee elected to continue to receive retiree benefits in lieu of electing to be eligible to for all of the Institution's other benefits, including benefits provided under this Plan;

11. Employees hired by the Institution and classified as "PEAK Employees" in accordance with the Institution's Standard Personnel Policies;

12. Employees hired by the Institution and classified as "Advanced Program Field Assistants" and "Aviation Instructors" in accordance with the Institution's Standard Personnel Policies; and

13. Employees who make the irrevocable one-time written election to participate in the Optional Plan pursuant to the Act.

~~10.~~(j) <u>Fund Sponsor</u>

. "Fund Sponsor" means an insurance or mutual fund company that provides the Funding Vehicles available to Participants under this Plan.

~~11.~~(k) <u>Funding Vehicles</u>

. "Funding Vehicles" means (i) the deferred annuities issued for the purpose of funding benefits under this Plan, or (ii) any other funding vehicles or investment options selected by the Institution into which the Participants may direct the investment of their respective Accumulation Accounts.

~~12.~~(l) <u>HSC</u>

. “HSC” means the University of Oklahoma Health Sciences Center located in Oklahoma City, Oklahoma and Tulsa, Oklahoma.

~~13.~~(m) Hourly Employee

. “Hourly Employee” means any Eligible Employee who is classified (i) as an “hourly-paid employee” in accordance with the Institution’s standard personnel and payroll practices and (ii) not exempt from wage and hour rules for determining overtime pay under the Fair Labor Standards Act. Hourly Employees will be eligible to participate in the Plan if such Eligible Employee was either (i) participating in TRS and elected not to participate in TRS or (ii) eligible to participate in TRS but declined to participate.

~~14.~~(n) Institution

. “Institution” or “Institutions” mean the employment unit(s) under the jurisdiction of the Board which employs the Eligible Employees who become Participants in this Plan, namely:

UNIVERSITY OF OKLAHOMA, NORMAN AND TULSA CAMPUS
UNIVERSITY OF OKLAHOMA HEALTH SCIENCES CENTER,
OKLAHOMA CITY AND TULSA CAMPUS

~~15.~~(o) Institution Contributions

. “Institution Contributions” or “Contributions” means contributions made by the Institution under this Plan, as required by Article IV.

~~16.~~(p) Normal Retirement Age

. “Normal Retirement Age” is the age on which a Participant may retire from the Institution under the Institution’s Standard Personnel Policies.

~~17.~~(q) Optional Plan

. “Optional Plan” is the University of Oklahoma Optional Retirement Plan which is a defined contribution plan intended to meet the qualification requirements of Section 401(a) of the Code and is an “alternate retirement plan” as described under the Act.

~~18.~~(r) Participant

. “Participant” means any employee of the Institution who participates in the Plan in accordance with Article III.

~~19.~~(s) Plan

. “Plan” means this University of Oklahoma Defined Contribution Retirement Plan, amended and restated by this Plan document as of July 1, 2004.

~~20.~~(t) Plan Entry Date

. "Plan Entry Date" for salaried employees means the first day of the month coinciding with or next following the Participant's Date of Employment. The "Plan Entry Date" for Hourly Employees shall mean the first day of the month coinciding with or following the month in which the Hourly Employee becomes an Eligible Employee.

~~21.~~(u) Plan Year

. "Plan Year" means the twelve consecutive month period beginning on January 1 and ending on December 31.

~~22.~~(v) Regular Salary, Wages and Supplemental Salary

. "Regular Salary," and "Wages" shall mean the appointed base salary and wages (as to Hourly Employees) for services by Eligible Employees and excluding all bonus, incentive, benefits, overtime, commissions or other forms of extraordinary compensation. For purposes of determining Regular Salary, Wages and Supplemental Salary, such amounts will be determined before contributions are made by a Participant to a tax-exempt annuity purchased under Section 403(b) of the Code, salary deferrals under Section 125 of the Code, contributions made by the Participant to TRS under Section 414(h) of the Code, and to the Institution for a "qualified transportation fringe benefit" under Section 132(f) of the Code. Amounts paid to faculty members who have "summer appointments" in accordance with the Institution's Standard Personnel Policies shall be considered as Regular Salary or Wages for purposes of calculating benefits under the Plan. The sum of all Regular Salary, Supplemental Salary and Wages paid during a Plan Year to a Participant is herein called "Total Compensation." For purposes of this Subsection the following shall also apply:

(1) Supplemental Salary shall mean the amounts of supplemental compensation (i) paid to the Eligible Employees who are faculty members of HSC for professional services rendered on behalf of HSC, (ii) which is not classified by the Institution as Regular Salary, and (iii) designated as "supplemental salary" by HSC.

(2) In no event will any Supplemental Salary paid to a member of the faculty of HSC which is attributable to the performance of professional services by such faculty be considered as "Regular Salary" or "Wages."

The annual compensation of each Participant who is not a Grandfathered Employee taken into account in determining allocations for any Plan Year shall not exceed $200,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code ($205,000 for 2004). Annual compensation means compensation during the Plan Year or such other consecutive 12-month period over which compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year. The provisions of this paragraph shall not affect the special compensation limit for Grandfathered Employees set forth below in this Subsection 2.1(v).

In addition to other applicable limitations set forth in the Plan, and notwithstanding any other provision of the Plan to the contrary, for Plan Years beginning on or after January 1, 1996 but before January 1, 2001, the annual compensation taken into account under the Plan of each employee who is not a Grandfathered Employee (defined below) shall not exceed the annual compensation limit under the Omnibus Budget Reconciliation Act of 1993 ("OBRA '93") and the annual compensation taken into account under the Plan for each Grandfathered Employee shall not exceed the amount that was allowed to be taken into account under the Plan on July 1, 1993, which was $235,840 unless the limit under OBRA '93 is greater (described below), in which case such greater amount shall be considered. For purposes of this Subsection (v), the words "Grandfathered Employee" shall mean an Eligible Employee who first became a Participant in the Plan prior to January 1, 1996.

The OBRA '93 annual compensation limit is $150,000, as adjusted by the Commissioner for increases in the cost of living in accordance with section 401(a)(17)(B) of the Internal Revenue Code ($170,000 for the 2001 Plan Year). For determination periods beginning before the first day of the first Plan Year beginning on or after January 1, 1996, the OBRA '93 annual compensation limit is $150,000.

~~23.~~(w) TRS or OTRS

. "TRS" or "OTRS" means the Teacher's Retirement System of Oklahoma which is a retirement plan qualified under Section 401(a) of the Code and is sponsored by the State of Oklahoma.

~~24.~~(x) Trust

. "Trust" or "Trusts" means one or more trusts qualified under Section 501(a) of the Code and which relates to the Plan. The trusts will be the entities which may hold Accumulation Accounts invested in mutual funds.

~~25.~~(y) Trustees

. "Trustees" means the person or entity designated as Trustee of the Trust.

~~26.~~(z) University

. "University" means The University of Oklahoma, a governmental entity.

~~27.~~(aa) Year of Service

. "Year of Service" means a completed 12-month period of continuous service commencing with the Eligible Employee's Date of Employment (and anniversaries of such Date of Employment) during which the Eligible Employee works on a .50 full-time or more equivalency basis. There will be no duplication of Years of Service credited to an employee for any one period of his or her employment. For purposes of this definition, if an Eligible Employee who is a medical professional becomes employed at the Veterans Administration Hospital ("VHA") in Oklahoma City, Oklahoma, at the Institution's request, such employment shall not be considered a break in service although such service at the VHA shall not be counted for purposes of determining a Year of Service.~~There will be no duplication of Years of Service credited to an employee for any one period of his or her employment.~~

~~28.~~(bb) Year of Vesting

. "Year of Vesting" means a completed 12-month period of continuous service commencing with the Eligible Employee's Plan Entry Date (and anniversaries of such Plan Entry Date) during which the Eligible Employee works on a .50 full-time or more equivalency basis. For this purpose, if an Eligible Employee who is a medical professional becomes employed at the VHA, at the Institution's request, such employment shall not be considered a break in service that causes a forfeiture, although such service at the VHA shall not be counted for purposes of vesting. See Subsection 6.1(c) for special rule for Eligible Employees who are "regular faculty" members.

~~29.~~(cc) Hours of Employment Service

. "Hours of Employment Service" shall mean the hours worked by Employees hired by the Institution and shall be determined in accordance with the Institution's Standard Personnel Policies.

## ARTICLE III
## ELIGIBILITY FOR PARTICIPATION

3.1 Participation

. All Eligible Employees whose appointed Regular Salary exceeds $9,000 calculated on an annualized equivalent basis may begin participation in this Plan on their Plan Entry Date. All Eligible Employees who are Hourly Employees, regardless of salary or wage levels, may begin participation in this Plan on the Plan Entry Date following attainment of age 28 or completion of three or more Years of Service with the Institution regardless if participating in TRS.

3.2 Notification

. The Institution will notify each Eligible Employee when participation in the Plan begins. Each Participant is entitled to the benefits and is bound by all of the terms, provisions, and conditions of this Plan, including any and all amendments which from time to time may be adopted, including the terms, provisions and conditions of any contract and/or certificate under the Plan.

3.3 Reemployment

. Subject to Section 6.2 herein, an Eligible Employee who is re-employed by the Institution will be eligible for participation upon again meeting the Eligibility Requirements and participation requirements set forth in Section 3.1.

3.4 Enrollment in Plan

. To participate in this Plan, an Eligible Employee shall complete and return to the Institution the appropriate enrollment form(s) for the Fund Sponsor(s) and Funding Vehicle(s) selected. Enrollment forms which are not returned or are not completed will be deemed to be an automatic election that all Institution Contributions will be invested in money market or similar type fund sponsored by Teachers Insurance Annuity Association ("TIAA").

3.5 Cessation of Participation

. Unless otherwise specifically provided in the Plan, a Participant will not continue to participate in this Plan, if: (a) the employee is no longer an Eligible Employee; (b) separated from employment with the Institution; or (c) the Plan is terminated.

## ARTICLE IV
## INSTITUTION CONTRIBUTIONS

4.1 Institution Contributions

. The Institution will make Institution Contributions for each Plan Year based on the following percentages of Regular Salary, Supplemental Salary and Wages paid to Participants during such Plan Year under the following Subsections (a), (b), (c), (d) and/or (e), as applicable; provided, for a Participant's initial year of participation in the Plan, Institution Contributions will be calculated using the Regular Salary, Supplemental Salary and Wages paid during the time that the Participant was an actual Participant in the Plan.

(a) For Participants who are hired by the Institution before July 1, 1995, and are Participants in the Plan, 15% of Regular Salary/Wages in excess of $9,000 for each Plan Year:

(b) For Participants who are hired by the Institution on or after July 1, 1995 and who are Participants in the Plan, the Institution will contribute to the Plan on behalf of such Eligible Employee for each Plan Year an amount equal to (1) minus (2) where:

(1) equals 2% of Regular Salary up to $40,000 plus 15% of Regular Salary in excess of $9,000; and

(2) equals the amount which the Institution is otherwise required to contribute as the employer of the Eligible Employee to TRS.

Provided, with respect to all Eligible Employees who participate in this Plan and TRS, the Institution Contribution to the Plan on behalf of such Eligible Employee for each Plan Year shall not be less than 8% of the Eligible Employee's Regular Salary or Wages in excess of $9,000. Provided further, effective January 1, 2002, this Subsection (b) shall be deleted and the following substituted therefor:

> For all Eligible Employees who are hired by the Institution on or after July 1, 1995 and who are Participants in the Plan, the Institution will contribute to the Plan on behalf of each such Eligible Employee for each Plan Year 8% of Regular Salary/Wages in excess of $9,000.

(c) After the Institution has made the Institution Contributions described in Subsections (a) and/or (b) above, and if such Institution Contribution does not equal the Targeted Amount of Institutional Contribution (defined below) for each Participant who receives Supplemental Salary in excess of $40,000 during the Plan Year, then, an additional Institution Contribution ("Supplemental Contribution") will be made on behalf of such Participant until the

Targeted Amount has been satisfied. The Targeted Amount shall be based upon the schedule described below considering the Total Compensation paid to each Participant who receives Supplemental Salary of at least $40,000 for the Plan Year without limitation under OBRA '93. The only Participants who will be eligible to receive the Supplemental Contribution will be those Eligible Employees who receive at least $40,000 of Supplemental Salary during the Plan Year. The Supplemental Contribution will be equal to (A) minus (B) but no less than 0, where:

(A) is equal to the Targeted Amount shown in the following schedule based upon Total Compensation paid for the Plan Year without limitation under OBRA '93; and

(B) is equal to the amount of Institution Contribution made under Subsections 4.1(a) and/or (b) above for the Plan Year.

| PARTICIPANTS WHO EARN TOTAL COMPENSATION | | TARGETED AMOUNT |
|---|---|---|
| FROM | TO | |
| $0 | $4,999 | $0 |
| $5,000 | $9,999 | $0 |
| $10,000 | $14,999 | $0 |
| $15,000 | $19,999 | $0 |
| $20,000 | $24,999 | $0 |
| $25,000 | $29,999 | $0 |
| $30,000 | $34,999 | $0 |
| $35,000 | $39,999 | $400 |
| $40,000 | $44,999 | $900 |
| $45,000 | $49,999 | $0 |
| $50,000 | $54,999 | $5,000 |
| $55,000 | $59,999 | $5,400 |
| $60,000 | $64,999 | $5,800 |
| $65,000 | $69,999 | $6,200 |
| $70,000 | $74,999 | $6,600 |
| $75,000 | $79,999 | $7,000 |
| $80,000 | $84,999 | $7,400 |
| $85,000 | $89,999 | $7,800 |
| $90,000 | $94,999 | $8,200 |
| $95,000 | $99,999 | $8,600 |
| $100,000 | $104,999 | $9,000 |
| $105,000 | $109,999 | $9,400 |
| $110,000 | $114,999 | $9,800 |
| $115,000 | $119,000 | $10,200 |
| $120,000 | $124,999 | $11,100 |
| $125,000 | $129,999 | $12,000 |
| $130,000 | $134,999 | $12,900 |
| $135,000 | $139,999 | $13,800 |
| $140,000 | $144,999 | $14,700 |
| $145,000 | $149,999 | $15,600 |
| $150,000 | $154,999 | $16,500 |
| $155,000 | $159,999 | $17,400 |
| $160,000 | $164,999 | $18,300 |
| $165,000 | $169,999 | $19,200 |

| PARTICIPANTS WHO EARN TOTAL COMPENSATION | | TARGETED AMOUNT |
|---|---|---|
| FROM | TO | |
| $170,000 | $174,999 | $20,100 |
| $175,000 | $179,999 | $21,000 |
| $180,000 | $184,999 | $21,900 |
| $185,000 | $189,999 | $22,800 |
| $190,000 | $194,999 | $23,700 |
| $195,000 | $199,999 | $24,600 |
| $200,000 | $204,999 | $25,500 |
| $205,000 | $209,999 | $26,400 |
| $210,000 | $214,999 | $27,300 |
| $215,000 | $219,999 | $28,200 |
| $220,000 | $224,999 | $29,100 |
| $225,000 | $229,999 | $30,000 |
| $230,000 | $234,999 | $30,900 |
| $235,000 | $239,999 | $31,800 |
| $240,000 | $244,999 | $32,700 |
| $245,000 | $249,999 | $33,600 |
| $250,000 | $254,999 | $34,500 |
| $255,000 | $259,999 | $35,400 |
| $260,000 | $264,999 | $36,000 |
| $265,000 | $269,999 | $37,200 |
| $270,000 | $274,999 | $38,100 |
| $275,000 | $279,999 | $39,000 |
| $280,000 | $284,999 | $39,000 |
| $285,000 | $289,999 | $40,800 |
| $290,000 | and above | $41,000 |

In no event will the Institution Contribution and the Supplemental Contribution exceed the Code Section 415 contribution limitation.

(d) If the maximum dollar limitation under Code Section 415(c)(1)(A) is increased to a level that exceeds the Targeted Amount listed on the Table in Subsection 4.1(c) above, the Targeted Amount will be increased in increments of $900 for each $5,000 increase in Total Compensation range. For example, if the maximum dollar limitation under Code Section 415(c)(1)(A) is increased to $43,000, the Targeted Amount for Total Compensation from $290,000 to $294,999 shall be $41,700, the Targeted Amount for Total Compensation from $295,000 to $299,999 shall be $42,600, and the Targeted Amount for Total Compensation for $300,000 and above shall be $43,000.

(e) If the Eligible Employee is an Hourly Employee and not participating in TRS, then, the Institution shall make an Institution Contribution equal to 9% of such Hourly Employee's Wages while he remains otherwise eligible to participate in the Plan. If the Hourly Employee is participating in TRS during a Plan Year, his Institution Contribution for such Plan Year will be determined under Subsections (a) or (b) of this Section 4.1 hereof, as applicable.

(f) If the Eligible Employee qualifies for and is receiving benefits under the Institution's Long-Term Disability Plan, the Institution will make a Institution Contribution to this Plan based on the rate of Regular Salary and Wages (but not Supplemental Salary) which was being paid to such Eligible Employee at the time he incurred the "disability" which entitled him to receive benefits pursuant to the Institution's Long-Term Disability Plan. This Institution Contribution shall be continued to be made to this Plan until the first to occur of (i) such Eligible Employee's attainment of age 65, (ii) cessation of payments pursuant to the Institution's Long-Term Disability Plan, or (iii) receipt of a distribution from this Plan.

4.2 Allocation of Institution Contributions

. In accordance with the procedures established by the Institution, Institution Contributions shall be forwarded to the Fund Sponsor(s) of the Funding Vehicle(s) selected by a Participant, or, if applicable, to the trustees of the Trust established pursuant to this Plan. Institution Contributions may be allocated by the Participant to one or more Funding Vehicle(s) in whole-number percentages. A Participant may change his or her allocation of future Institution Contributions to such Funding Vehicle(s) on a monthly basis, if elected by the Participant.

4.3 Statements

. The Institution will determine the total amount of Contributions to be made for each Participant from time to time on the basis of its books and records and in accordance with the provisions of this Article. At least once a Plan Year, the Fund Sponsor(s) will send each Participant (or make available "online") a report summarizing the status of his or her Accumulation Account(s) as of each calendar quarter of each Plan Year. Similar reports or illustrations may be obtained by a Participant upon termination of employment or at any other time by writing directly to the Fund Sponsor(s).

4.4 Limitations

. Notwithstanding anything to the contrary contained in this Plan, the obligation of the Institution to make Contributions is subject to the provisions relating to the amendment and termination of the Plan; provided, that no amendment or termination will affect any obligation of the Institution to make Contributions with respect to Total Compensation earned by Participants prior to the date of amendment or termination.

4.5 Special Contribution for Eligible Employees Under Phased Retirement

.

(a) Special Contribution. If any Eligible Employee who has been a Participant in this Plan is also eligible for "phased retirement" ("Phased Retirement") as defined in the University's Standard Personnel Policies, then, the Institution shall make an Institution Contribution on behalf of each such Participant to the Plan during the Phased Retirement Period, and this Institution Contribution for such Participant will be an amount equal to the amount of Institution Contribution, but not Supplemental Contribution, which was made to the Plan for the Plan Year immediately preceding the Plan Year in which the Participant entered into Phased Retirement. This Institution Contribution shall be called the "Phased Retirement Contribution" and shall be made and allocated in the same manner as would any other Institution Contribution which would be made on behalf of such Participant under this Plan had such Participant not commenced Phased Retirement, and will be subject to all the applicable terms and provisions of this Plan. The Phased Retirement Contribution shall continue during the Phased Retirement Period.

(b) Phased Retirement Period. An Eligible Employee becomes eligible for Phased Retirement at the beginning of any month after (i) earning ten (10) or more Years of Service, (ii) meeting the eligibility requirements for retirement under TRS, and (iii) attaining at least age 55. The Phased Retirement Contribution will cease on the June 30th following the date that the Eligible Employee attains age 65.

4.6 No Reversion

. Under no circumstances or conditions will any Contribution of the Institution revert to, be paid to, or inure to the benefit of, directly or indirectly, the Institution. However, in the event that Institution Contributions are made by the Institution by mistake of fact, these Contributions must be returned to the Institution within one year of the date that these Contributions were made.

4.7 Limitation on Allocation of ~~Employer~~Institution Contributions

. The provisions of this Section shall be effective for Plan Years beginning after December 31, 2001. The following provisions will be applicable in determining if the Plan and the ~~Employer~~Institution Contributions thereto satisfy the requirements of Section 415 of the Code and the regulations thereunder.

(a) Definitions

. For the purposes of this Section the following definitions shall be applicable:

(i) Annual Additions: For purposes of the Plan, "Annual Additions" shall mean the amount allocated to a Participant's Account during the Limitation Year that constitutes:

(1) Contributions by the ~~Employer~~Institution,

(2) Employee deferrals under Code Section 401(k),

(3) After Tax Contributions~~ (including any Excess Aggregate Contributions which have been refunded as provided in Section 4.3 herein)~~,

(4) Forfeitures,

(5) Amounts allocated to an individual medical account, as defined in Section 415(1)(2) of the Code, which is part of a pension or annuity plan maintained by the ~~Employer~~Institution are treated as annual additions to a defined contribution plan; and amounts derived from contribution plans or accrued after December 31, 1985, and

taxable years ending after such date, which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in Section 419(A)(d)(3) of the Code, under a welfare benefit fund, as defined in Section 419(e) of the Code, maintained by the Employer are treated as annual addition to a defined contribution plan, and

(6) Any excess amount applied under Section 4.7(c), Third, in the Limitation Year to reduce ~~Employer~~Institution Contributions will be considered Annual Additions for such Limitation Year.

If a Participant is covered under another qualified defined contribution plan maintained by the ~~Employer~~Institution, Annual Additions which may be credited to the Participant's Account under this Plan for a Limitation Year will be limited in accordance with the provisions of this Section 4.7 as though the other plan were a part of this Plan.

If, in addition to this Plan, the Participant is covered under another qualified plan which is a defined contribution plan maintained by the ~~Employer~~Institution, a welfare benefit fund, as defined in Section 419(e) of the Code maintained by the ~~Employer~~Institution, or an individual medical benefit account, as defined in Section 415(1)(2) of the Code maintained by the ~~Employer~~Institution, which provides for Annual Additions during any Limitation Year, then the Annual Additions which may be credited to a Participant's Account under this Plan for any such Limitation Year will not exceed the Maximum Permissible Amount reduced by the Annual Additions credited to a Participant's Account under the other plans and welfare benefit funds for the same Limitation Year. If the Annual Additions with respect to the Participant under other defined contribution plans and welfare benefit plans maintained by the ~~Employer~~Institution are less than the Maximum Permissible Amount and the ~~Employer~~ Institution ~~c~~Contribution that would otherwise be contributed or allocated to the Participant's Account under this Plan would cause the Annual Additions for the Limitation Year to exceed this limitation, the amount contributed or allocated will be reduced so that the Annual Additions under all such plans and funds for the Limitation Year will equal the Maximum Permissible Amount. If the Annual Additions with respect to the Participant under such other defined contribution plans and welfare benefit funds in the aggregate are equal to or greater than the Maximum Permissible amount, no amount will be contributed or allocated to a Participant's Account under this Plan for the Limitation Year.

(ii) Actual Compensation: The words "Actual Compensation" shall mean a Participant's wages, salaries, and fees for professional services and other amounts received without regard to whether or not an amount is paid in cash for personal services actually rendered in the course of employment with the ~~Employer~~Institution, to the extent that the amounts are includible in gross income (or to the extent amounts deferred at the election of the Employee would be includible in gross income but for the rules of Sections 125(a), 132(f)(4) (for limitation years beginning after December 31, 2001), 402(g)(3) or 457(b) of the Code). These amounts include, but are not limited to commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. §1.62-2(c)).

(1) For purposes of applying the limitations of this Section, Actual Compensation for a Limitation Year is the compensation actually paid or made

available during such Limitation Year. Notwithstanding the preceding sentence to the contrary, Actual Compensation for a Participant who is permanently and totally disabled (as defined in Section 22(e)(3) of the Code) is the compensation such Participant would have received for the Limitation Year if the Participant had been paid at the rate of compensation paid immediately before becoming permanently and totally disabled; and, such imputed compensation for the disabled Participant may be taken into account only if the Participant is not an officer, a director, or highly compensated, and contributions made on behalf of such Participant are nonforfeitable when made

(2) Amounts under Section 125 of the Code include any amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage (deemed Section 125 of the Code compensation). An amount will be treated as an amount under Section 125 of the Code only if the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan.

(iii) Excess Amount: The words "Excess Amount" shall mean the excess of the Participant's Annual Additions for the applicable Limitation Year over the Maximum Permissible Amount.

(iv) Limitation Year: The words "Limitation Year" shall mean the calendar year. If the Limitation Year is amended to a different 12 consecutive month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made. If a short Limitation Year is created because of an amendment changing the Limitation Year to a different 12 consecutive month period, the Maximum Permissible Amount will not exceed the Defined Contribution Dollar Limitations multiplied by the following fraction (number of months in the short Limitation Year/12).

(v) Maximum Permissible Amount: ~~Except for Employee Catch-Up Contributions under Section 414(v) of the Code, t~~The words "Maximum Permissible Amount" shall mean for the applicable Limitation Year, the "maximum permissible amount" which may be contributed or allocated to or made with respect to any Participant which amount shall be the lesser of:

(1) $40,000, as adjusted for cost-of-living under Code Section 415(d) (the "Defined Contribution Dollar Limitation"), or

(2) 100% of the Participant's Actual Compensation for the Limitation Year.

The compensation limitation referred to above shall not apply to: (1) any contribution for medical benefits (within the meaning of Section 419A(f)(2) of the Code) after separation from service which is otherwise treated as an Annual Addition, or (2) any amount otherwise treated as an Annual Addition under Section 415(1)(1) of the Code.

(b) Determination of Excess

. If an excess amount was allocated to a Participant on an Allocation Date of this Plan which coincides with an allocation date of another plan, the excess amount attributed to this Plan will be the product of (1) the total excess amount allocated as of such date times (2) the ratio of (i) the Annual Additions allocated to the Participant for the Limitation Year as of such date under this Plan to (ii) the total Annual Additions allocated to the Participant for the Limitation Year as of such date under this and all other qualified plans which are defined contribution plans.

(c) Treatment of Excess

. In the event that the ~~Employer~~Institution determines that there has in fact been an over contribution of an amount (whether or not previously allocated to a particular Participant's Account) to which the foregoing Subsections apply as a result of the allocation of Forfeitures, or a reasonable error in estimating a Participant's annual Compensation, then, in the Limitation Year in which such Excess Amount is discovered, the Excess Amount will be disposed of as follows:

First: Any Excess Amount attributable to a Participant's Account holding Employee contributions (which are nondeductible or are not considered for purposes of Section 401(k) of the Code) shall be returned to the Participant and shall be debited to such Account and shall be considered as a "voluntary" Employee contribution withdrawn from the Plan, if applicable, and includable as Compensation of the Participant in the applicable Limitation Year that such Excess Amount is discovered and any earnings on such amount shall be allocated as provided in Third or Fourth below, as applicable;

Second: Any Excess Amount attributable to a Participant's Account holding ~~Employer~~Institution Contributions shall be returned to the Employer pursuant to and to the extent that Section 4.10 herein applies; provided, any earnings attributable to such Excess Amount shall not be returned to the Participant or the Employer, as applicable, but shall be allocated pursuant to Section 5.2 herein on the Anniversary Date within which the applicable Limitation Year falls;

Third: In the event that Section 4.6~~4.10~~ herein does not apply as herein provided, and, if the Participant is covered by the Plan at the end of the applicable Limitation Year, the Excess Amount (and earnings thereon) shall be used to reduce ~~Employer~~Institution Contributions attributable to such Account for such Participant in the immediately next following Limitation Year, and each succeeding Limitation Year, if necessary, until such Excess Amount (and earnings thereon) have been applied as provided herein. If any Participant is not covered by the Plan at the end of the applicable Limitation Year, the Excess Amount will be held unallocated in an "Excess Amount Suspense Account" ("Suspense Account"). The Suspense Account will be applied to reduce future ~~Employer~~Institution Contributions in the next applicable Limitation Year, and each succeeding Limitation Year thereafter, if necessary. No Excess Amount may be distributed to Participants or former Participants nor shall any amounts held in a Suspense Account share in any increases or decreases to the Trust Fund ~~as provided under Section 5.2 hereof~~.

~~4.7Maximum Contribution~~

~~. The provisions of Section 415 of the Code are hereby incorporated by reference. Further, notwithstanding anything contained in this Plan to the contrary, the total Annual Additions made on behalf of any Participant for any Plan Year will not exceed the lesser of (i) $the maximum dollar amount under Section 415(c)(1)(A) of the Code (as defined and adjusted automatically under Section 415(d) of the Code) ($41,000 for 2004) or (ii) 100% of the Participant's compensation as defined in Section 415(c)(3) of the Code for the limitation year which is the Plan Year and is herein called the "Limitation Year."~~

~~Notwithstanding the foregoing, if the Annual Additions for any Participant under this Plan for any Limitation Year cause the limitations of Section 415 of the Code to be exceeded, then such Annual Additions for such Participant will be further reduced to the extent to prevent disqualification of the Plan under Section 415 of the Code by eliminating the amount in excess of the amount otherwise permitted under Section 415 of the Code.~~

~~If an excess amount exists, and the Participant is covered by the Plan at the end of the Limitation Year, the excess amount in the Participant's Accumulation Account will be used to reduce Institution Contributions (including any allocation of forfeitures) for such Participant in the next Limitation Year, and each succeeding Limitation Year if necessary. If an excess amount exists, and the Participant is not covered by the Plan at the end of a Limitation Year, the excess amount will be held unallocated in a suspense account. The suspense account will be applied to reduce Institution Contributions for all remaining Participants in the next Limitation Year, and each succeeding Limitation Year, if necessary.~~

~~The compensation limit referred to above shall not apply to any contribution for medical benefits after separation from service (within the meaning of Section 401(h) or Section 419A(f)(2) of the Code), which is otherwise treated as an annual addition.~~

## ARTICLE V
## FUND SPONSORS/FUNDING VEHICLES

5.1 Fund Sponsors/Funding Vehicles

. Institution Contributions are invested in one or more of the Funding Vehicles available to Participants under this Plan. The Fund Sponsors are as follows:

A. Teachers Insurance and Annuity Association (TIAA)

TIAA Group Retirement Annuity

B. College Retirement Equities Fund (CREF)

CREF Group Retirement Unit-Annuity

C. ING

D. Fidelity Investments Company

E. The Vanguard Group

The Institution's initial choice of Fund Sponsors and Funding Vehicles is not intended to limit future additions or deletions of Fund Sponsors and Funding Vehicles. Any such, additions or deletions of Fund Sponsors or Funding Vehicles shall occur only with the approval of the Board; and, with such additions or deletions will be recorded in the written minutes of the Board.

To the extent that Institution Contributions are to be invested in a Funding Vehicle that is a mutual fund, such amounts shall, in accordance with Section 401(a) of the Code, be held by a trust that is exempt from federal income taxation under Section 501(a) of the Code.

5.2 Fund Transfers

. At any time before retirement benefits begin, and subject to the Institution's and the Funding Vehicle's rules for transfers and in accordance with the provisions of the Code for maintaining the tax deferral of the Accumulation Account(s), a Participant may transfer funds accumulated under the Plan (i) to or from any of the Plan's approved mutual fund or annuity Funding Vehicles; (ii) among the Plan's approved CREF accounts; (iii) to the TIAA Retirement Group Annuity; and (iv) from the TIAA Group Retirement Annuity, in substantially equal payments over a 10-year period unless otherwise permitted under the TIAA Group Retirement Annuity or after payment of any required penalty to the Fund Sponsor to effect such transfer.

5.3 Plan Investments

. All investments made by a Participant under the Plan shall be made in one or more of the Funding Vehicles described in this Article V. The Institution makes no guaranty with regard to any investment returns, growth or value of the Funding Vehicles. All investment decisions with respect to a Funding Vehicle shall be solely those of the Participant, and neither the Plan nor the Institutions shall be liable or accountable with respect to any action or inaction taken by a Participant with regard to of the Funding Vehicles.

## ARTICLE VI
## VESTING

6.1 General.

(a) Vesting. When a Participant ceases to be an Eligible Employee for any reason other than those specified in Subsection 6.1(b) below, a Participant shall have vested and non-forfeitable rights in all or part of his benefit represented by Institution Contributions, as set forth by the percentages in the applicable table hereafter set forth:

| Years of Vesting Service | Percent of Institution Contributions Vested |
|---|---|

| | | |
|---|---|---|
| Less Than: | 3 | 0% |
| At Least: | 3 | 100% |

(b) Acceleration of Vesting. If not sooner vested under Subsection (a) above, a Participant shall be 100% vested and non-forfeitable in his Accumulation Account on the first to occur of his (i) death, (ii) attainment of his Normal Retirement Age or (iii) incurrence of a "disability." For the purpose of this Subsection, "disability" shall be deemed to occur when the Participant incurs a "disability" as defined in any of the Institution's Long-Term Disability Plans.

(c) Special Rules. Any Eligible Employee who is classified as a "regular faculty" member under the Institution's Standard Personnel Policies shall be 100% vested and nonforfeitable in all Institution Contributions upon the completion of teaching six consecutive academic semesters if not otherwise sooner 100% vested as provided in this Plan.

(d) No Forfeitures for Cause. The vested and non-forfeitable benefit represented by a Participant's Accumulation Accounts shall not be forfeited for any cause whatsoever.

6.2 Terminated Participants.

(a) Terminations for Any Reason.

(i) Except as provided in this Subsection (a), if a Participant has at least two Years of Vesting but less than three Years of Vesting terminates employment for any reason and is absent from the employ of the Institution for less than 90 consecutive days, and he/she is then reemployed by the Institution, then, the Participant shall be credited with all actual employment service for the purposes of calculating Years of Service and Years of Vesting under the Plan.

(ii) If a Participant has less than two Years of Vesting terminates employment for any reason, then, such Participant shall forfeit all Years of Service, Years of Vesting and his/her Accumulation Account, and his/her forfeited Accumulation Account will be applied to reduce Institution Contributions; and, if such former Participant is reemployed by the Institution, he/she will be treated as a new employee.

(iii) If a Participant who has at least two Years of Vesting, but less than three Years of Vesting terminates employment and is absent from the employ of the Institution for 90 or more consecutive days, then, the Participant shall forfeit all Years of Service, Years of Vesting and his/her Accumulation Account and his forfeited Accumulation Account will be applied to reduce Institution Contributions; and, if such former Participant is reemployed by the Institution, he/she will be treated as a new employee.

(iv) If a Participant who has three or more Years of Vesting terminates employment for any reason and receives any distribution from the Plan, and he/she is reemployed by the Institution within 90 days of such date of termination, then, the Participant shall forfeit all prior Years of Service and Years of Vesting under the Plan; and, such Participant shall be subject to the Vesting Schedule as provided in Subsection 6.1(b) above with respect to any future Institution Contributions and shall be treated as a new employee.

(v) If a Participant has at least three Years of Vesting, terminates employment with the Institution and does not receive any distribution from the Plan and he/she is reemployed by the Institution within 90 days of such date, then, the Participant will be credited with all Years of Service and Years of Vesting and shall be eligible to participate in the Plan as of the first day of the month coinciding with or next following such date of reemployment.

(vi) If a Participant has at least three Years of Vesting, terminates employment with the Institution, does not take any distribution from the Plan, and is rehired after 90 days from such date of termination, then, such Participant shall be credited all prior Years of Service and Years of Vesting under the Plan with respect to amounts held in his/her Accumulation Account as of his/her date of termination but shall be subject to the Vesting Schedule as provided in Subsection 6.1(b) above with respect to all future Institution Contributions, and shall be treated as a new employee and will not be audited for prior Years of Service and Years of Vesting earned prior to such termination for future Institution Contributions.

(b) Termination by Layoff. Notwithstanding anything to the contrary in Subsection (a) of this Section 6.2, if a Participant who has less than three Years of Vesting terminates employment due to a "reduction in force layoff" as determined under the Institution's Standard Personnel Policies and is recalled to employment by the Institution's budget unit from which such layoff occurred within 12 months from the date of such layoff, and he or she is then reemployed by the Institution, then, the Participant shall be credited with all employment service earned before such layoff for purposes of calculating Years of Service and Years of Vesting under the Plan.

## ARTICLE VII
## BENEFITS

7.1 Retirement Benefits.

(a) Invested in Mutual Funds. Following retirement or earlier termination of employment, a Participant may elect to receive a distribution of the portion of his benefits which are invested in mutual funds in one of the following manners: (1) by payment of a lump sum of all or a portion of the Participant's Accumulation Account; or (2) in substantially equal payments in monthly, quarterly, semi-annual or annual installments.

(b) Invested in Annuity Contracts. Following retirement or earlier termination of employment, a Participant may elect to receive a distribution of the portion of his benefit invested in annuities under any of the options set forth in the contracts between the Fund Sponsors and Participants and/or the Institution. Such optional forms of benefit available under this Plan include:

(i) Single life annuities as provided under the Funding Vehicle contracts;

(ii) Two life annuities as provided under the Funding Vehicle contracts;

(iii) Cash withdrawals subject to the limitations in Section 7.2;

(iv) Fixed period annuities, as provided for under the Funding Vehicle contracts; or

(v) Such other annuity and withdrawal options which are provided under the Funding Vehicle contracts.

In no event shall distributions commence before the Participant has terminated employment with the Institution.

7.2 Cash Withdrawals

. A Participant who has terminated employment is entitled to receive benefits in any form the relevant Funding Vehicles permit. A cash withdrawal (lump sum) will be made only with the consent of the Participant and upon receipt of a properly executed written election in a form prescribed by the Institution.

7.3 Death Benefits

. In the event a Participant dies prior to commencement of retirement benefit payments, the full current value of the Accumulation Account(s) is then payable to the Beneficiary or Beneficiaries named by the Participant, under one of the options offered by the Fund Sponsor(s). If there is no other Beneficiary, the current value of the Accumulation Account shall be paid to the deceased Participant's estate.

7.4 Application for Benefits

. Procedures for receipt of benefits are initiated by writing directly to the Fund Sponsor(s) or the Trustees, as applicable. Benefits will be payable by the Fund Sponsor(s) upon receipt of a satisfactorily completed application for benefits and supporting documents. The necessary forms will be provided to the Participant, the surviving spouse, or the Beneficiary by the Fund Sponsor(s). Payment to the Beneficiary will occur after certification of the Participant's death has been provided to the Fund Sponsor(s).

7.5 Rollover to Another Plan or IRA

. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the institution to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. The University shall establish procedures for implementing such Direct Rollover distribution.

(a) Definitions. For purposes of this Section 7.5, the following definitions shall apply:

(i) "Eligible Rollover Distribution": An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's Designated Beneficiary, or for a specified period of 10 years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includable in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer stock); and any distribution attributable to a hardship. A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of After-Tax Employee Contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in Section 401(a) or 403(a) of the Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(ii) "Eligible Retirement Plan": An "Eligible Retirement Plan" is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in, Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the surviving spouse or surviving Beneficiary of a Participant (effective January 1, 2007), an Eligible Retirement Plan is an individual retirement account or individual retirement annuity. Effective for distributions made after ~~After~~ December 31, 2001, an ~~e~~Eligible ~~r~~Retirement ~~p~~Plan shall also mean an annuity contract described in Section 403(b) of the Code and an eligible plan under Section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of ~~e~~Eligible ~~r~~Retirement ~~p~~Plan shall also apply in the case of a distribution to a surviving spouse, surviving Beneficiary of a Participant (effective January 1, 2007), or to a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Section 414(p) of the Code. If any portion of an eligible rollover distribution is attributable to payments or distributions from a designated Roth account, an eligible retirement plan with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA of such individual. ~~However, in the case of an Eligible Rollover Distribution to the surviving spouse, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity.~~

(iii) "Distributee": A "Distributee" includes a Participant or former Participant. In addition, the Participant's spouse or former Participant's surviving spouse and the Participant's or former Participant's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

(iv) "Direct Rollover": A "Direct Rollover" is a payment by the Plan directly to the Eligible Retirement Plan specified by the Distributes.

7.6 Required Minimum ~~Time and Manner of~~ Distribution

~~7.7~~ . The provisions of this Section 7.6 will apply for purposes of determining Required Minimum Distributions for distribution calendar years beginning with the 2003 calendar year. The requirements of this Section will take precedence over any inconsistent provisions of the Plan. All distributions required under this Section will be determined and made in accordance with the Treasury regulations under Section 401(a)(9) of the Internal Revenue Code. Notwithstanding the other provisions of this Section, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

(a) Time and Manner of Distribution

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(i) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date. For purposes of this Section, the "Required Beginning Date" of a Participant (except for a Participant who is a 5-Percent Owner) is the April 1 of the calendar year following the later of the April 1 of the calendar year following the calendar year in which the Participant attains age 70½ or retires. The Required Beginning Date of a Participant who is a 5-Percent Owner is the April 1 following the calendar year in which the Participant attains age 70½, without regard to whether he has terminated employment. A Participant is treated as a 5-Percent Owner for purposes of this paragraph if such Participant is a 5-Percent Owner of an Employer as defined in Section 416 of the Code at any time during the Plan year ending with or within the calendar year in which such owner attains age 70½. Once distributions have begun to a 5-Percent Owner under this paragraph, they must continue to be distributed, even if the Participant ceases to be a 5-Percent Owner in a subsequent year.

(ii) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole designated Beneficiary, then, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

(2) If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, then, distributions to the designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

(3) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Subsection (ii), other than Subsection (ii)(1), will apply as if the surviving spouse were the Participant.

For purposes of this Subsection (b) and Subsection (d), unless Subsection (ii)(4) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Subsection (ii)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Subsection (ii)(4). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Section (ii)(4)), the date distributions are considered to begin is the date distributions actually commence.

(b) Required Minimum Distributions During Participant's Lifetime

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(i) Amount of Required Minimum Distribution. For Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(1) the quotient obtained by dividing the Participant's Account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's age as of the Participant's birthday in the distribution calendar year; or

(2) if the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's Account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(ii) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Subsection (c) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(c) Required Minimum Distributions After Participant's Death

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(i) Death On or After Date Distributions Begin.

(1) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's designated Beneficiary, determined as follows:

a. The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

b. If the Participant's surviving spouse is the Participant's sole designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

c. If the Participant's surviving spouse is not the Participant's sole designated Beneficiary, the designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(2) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the Participant's remaining life

expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) Death Before Date Distributions Begin.

(1) Participant Survived by Designated Beneficiary. If the Participant dies before the date distributions begin and there is a designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the remaining life expectancy of the Participant's designated Beneficiary, determined as provided in Subsection (c).

(2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Subsection (b)(ii)(1), this Section 6.7 will apply as if the surviving spouse were the Participant.

(d) Definitions.

(i) Designated Beneficiary. The individual who is designated as the Beneficiary under Section 2.1(d) of the Plan and is the designated Beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-4 of the Treasury regulations.

(ii) Distribution Calendar Year. A Calendar Year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution Calendar Year is the calendar year immediately preceding the Calendar Year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under Subsection (b)(ii). The Required Minimum Distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The Required Minimum Distribution for other Distribution Calendar Years, including the Required Minimum Distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that distribution calendar year.

(iii) Life Expectancy. Life Expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

(iv) Participant's Account Balance. The Account Balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Account Balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

~~(a) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's Required Beginning Date. Required Beginning Date shall be the April 1 following the later of the date that a Participant attains age 70½ or retires.~~

~~(b) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:~~

~~(i) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, then, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.~~

~~(ii) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, then, distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.~~

~~(iii) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.~~

~~(iv) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this Subsection (b), other than Subsection (b)(i), will apply as if the surviving spouse were the Participant.~~

~~For purposes of this Subsection (b) and Section 7.8, unless Subsection (b)(iv) applies, distributions are considered to begin on the Participant's Required Beginning Date. If Subsection (b)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Subsection (b)(i). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under Subsection (b)(i)), the date distributions are considered to begin is the date distributions actually commence.~~

~~7.8 Required Minimum Distributions During Participant's Lifetime.~~

~~(a) Amount of Required Minimum Distribution For Each Distribution Calendar Year. During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:~~

~~(i) the quotient obtained by dividing the Participant's account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's age as of the Participant's birthday in the Distribution Calendar Year; or~~

~~(ii) if the Participant's sole Designated Beneficiary for the Distribution Calendar Year is the Participant's spouse, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the Distribution Calendar Year.~~

~~(b) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Section 7.7 beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's date of death.~~

~~7.9 Required Minimum Distributions After Participant's Death.~~

~~(a) Death On or After Date Distributions Begin.~~

~~(i) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's Designated Beneficiary, determined as follows:~~

~~(1) The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.~~

~~(2) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.~~

~~(3) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.~~

~~(ii) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.~~

~~(b) Death Before Date Distributions Begin.~~

~~(i) Participant Survived by Designated Beneficiary. If the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's account balance by the remaining life expectancy of the Participant's Designated Beneficiary, determined as provided in Subsection (a).~~

~~(ii) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.~~

~~(iii) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole Designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Subsection 7.6(b)(i), this Subsection (b) will apply as if the surviving spouse were the Participant.~~

~~7.10Definitions.~~

~~(a) Designated Beneficiary. The individual who is designated as the Beneficiary under Section 7.3 of the Plan and is the Designated Beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.~~

~~(b) Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under Section 7.6. The Required Minimum Distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The Required Minimum Distribution for other Distribution Calendar Years, including the Required Minimum Distribution for the Distribution Calendar Year in~~

~~which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year.~~

~~(c) Life expectancy. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.~~

~~(d) Participant's account balance. The account balance as of the last valuation date in the calendar year immediately preceding the Distribution Calendar Year (valuation calendar year) increased by the amount of any Contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.~~

## ARTICLE VIII
## GENERAL PROVISIONS AND LIMITATIONS REGARDING BENEFITS

8.1 Non-Alienation of Retirement Rights or Benefits

. Any trusts created pursuant to this Plan shall be spendthrift trusts and no benefits or beneficial interests provided for hereunder shall be subject in any manner to garnishment, attachment, anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, levy, execution or the claims of creditors, either voluntarily or involuntarily, and any attempt to so garnish, attach, anticipate, alienate, sell, transfer, assign, pledge, encumber, levy or execute on the same shall be null and void, and neither shall such benefits or beneficial interests be liable for or subject to the debts, contracts, liabilities, engagements or torts of any person to whom such benefits or funds are payable. The preceding provisions shall also apply to the creation, assignment, or recognition of a right to any benefit payable with respect to a Participant pursuant to a domestic relations order, unless such order is determined to be a qualified domestic relations order, as defined in Section 414 (p) of the Code, or any domestic relations order entered before January 1, 1985.

8.2 Payments Under a Domestic Relations Order.

(a) General. The University shall follow the terms of any "qualified domestic relations order" as defined in Subsection (b) below ("QDRO") issued with respect to a Participant where such QDRO grants to an "Alternate Payee," rights in the benefit of the Participant. An Alternate Payee includes any spouse, former spouse, child, or other dependent of a Participant who is recognized by a QDRO as having a right to receive all, or a portion of the benefits payable under the Plan with respect to the Participant. The Institution shall only follow QDROs which meet all of the requirements of this Section.

(b) Definition of QDRO. A QDRO defined under Section 414(p) of the Code is any judgment, decree or order, including the approval of a property settlement agreement, provided that the QDRO must create or recognize the existence of the Alternate Payee's right to receive all or a portion of the benefits payable to a Participant under the Plan. Further, since the Plan is a governmental plan, as defined in Section 414(d) of the Code, a distribution or payment from the Plan will be treated as made pursuant to a QDRO if it is made pursuant to a domestic relations order which meets the requirements of Section 414(p)(1)(A)(i) of the Code which creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to, receive all or a portion of the benefits payable with respect to a Participant under the Plan.

(c) Time for Payment of Benefits Under a QDRO. In the event that the institution is in receipt of a QDRO which requires that the Institution make such distribution, and such QDRO otherwise satisfies the provisions of this Section and Section 414(p)(1)(A)(i) of the Code, then, the Institution shall make the distribution to the Alternate Payee within a reasonable time following the date on which the Institution has (1) received the QDRO and (2) determined that the QDRO satisfies the requirements of this Section and Section 414(p)(1)(A)(i) of the Code unless the Alternate Payee elects otherwise. Distributions will be made in the manner as provided in the Plan and such distributions will be subject to any restrictions on distributions contained in any Funding vehicle under the Plan. The failure of an Alternate Payee to submit an application for a distribution shall be deemed an election to defer commencement of benefits under this Plan. Provided, for purposes of determining the value of the Participant's benefit which is to be distributed pursuant to such QDRO, the Institution shall determine the Participant's benefit as of the valuation date specified in the QDRO or, if no date is so specified, then as of the valuation date coinciding with or first preceding the payment date specified in the QDRO. Provided further, any distribution made pursuant to this Section shall be deemed to be made pursuant to the occurrence of a "stated event." The Institution shall not treat any judgment, order or decree as a QDRO unless it meets all of the requirements set forth in Subsection (b) and this Subsection (c) hereof and is sufficiently precise and unambiguous so as to preclude any interpretative disputes. If the QDRO meets these requirements, the Institution shall follow the terms of the QDRO whether or not this Plan has been joined as a party to the litigation out of which the QDRO arises.

8.3 USERRA

. For purposes of determining an Eligible Employee's service under the Plan, any military service in the Armed Forces of the United States during which his employment and reemployment rights are guaranteed by federal law, including the Uniformed Services Employment and Reemployment Act of 1994 ("USERRA") shall be recognized as service; provided, such Eligible Employee must apply for reemployment with the Institution after such separation from military service within the time prescribed by USERRA or other applicable federal law.

## ARTICLE IX
## ADMINISTRATION

9.1 Plan Administrator

. The University is the Administrator of this Plan, and has designated the Office of Human Resources, to be responsible for enrolling Participants, sending Institution Contributions for each Participant to the Fund Sponsor(s) selected by a Participant, and for performing other duties required for the operation of the Plan. The Human Resources Offices located in Oklahoma City and Tulsa will assist in this process.

9.2 Authority of the University

. The University, which is the Administrator for purposes of the Code or as required by law, has all the powers and authority expressly conferred upon it herein and further has the sole right to interpret and construe the Plan, to resolve any ambiguities with respect to any of the terms and provisions hereof as written and as applied to the operation of the Plan, and to decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder, and the decision of the University in all such matters shall be final and conclusive unless the University acted in an arbitrary and capricious manner. In exercising these powers and authority, the University will at all times exercise good faith, apply standards of uniform application, and refrain from arbitrary and capricious action. The University may employ attorneys, agents, and accountants as it finds necessary or advisable to assist it in carrying out its duties. The University will be a "named fiduciary" for purposes of determining eligibility and computing and making University Contributions to the Plan. The University, by action of its Board, may designate a person or persons other than the University to carry out any of its powers, authority, or responsibilities. Any delegation will be set forth in writing.

9.3 Standard of Review

. The Plan Administrator (or such other party to whom duties of administration have been delegated by the Board) shall perform its duties of administration as it determines in its sole discretion is appropriate in light of the reason and purpose for which the Plan is established and maintained. In particular, the interpretation of all Plan provisions, and the determination of whether an Eligible Employee is entitled to any benefit pursuant to the terms of the Plan, shall be exercised by the Plan Administrator (or other party referred to above) in its sole discretion. Any construction of the terms of the Plan for which there is a rational basis that is adopted by the Plan Administrator (or other party referred to above) in good faith shall be final and legally binding on all parties.

~~30.~~(a) If a Claim is Denied. If for any reason a claim for benefits is denied, normally within 90 days, the Eligible Employee will receive a written notice containing:

- The reason(s) why the claim, or a portion of it, was denied;
- Reference to Plan provisions on which the denial was based;
- What additional information, if any, is required to process the claim and why the information is necessary; and
- What steps may be taken if the Eligible Employee wants to appeal the decision.

In many cases, disagreement about benefit eligibility or amounts can be handled informally by calling the University's Benefits Office. If a disagreement is not resolved, there is a formal procedure the Eligible Employee can follow to have his/her claim reconsidered.

Under the agreements creating the terms of the Plan, the Institution has sole authority to make final determinations regarding any application for Benefits, the interpretation of the Plan, and any administrative rules adopted by the Institution. Benefits under this Plan will be paid only if and when the Institution or persons to whom such decision-making authority has been delegated by the Institution, in their sole discretion, decide the Eligible Employee or beneficiary is entitled to Benefits under the terms of the Plan. The Institution's decisions in such matters are final and binding on all persons dealing with the Plan or claiming a Benefit from the Plan. If a decision is challenged in court, it is the intention of the Institution that the decision is to be upheld unless it is determined to be arbitrary or capricious by the court or an arbitrator having jurisdiction over such matters.

~~31.~~(b) Appeal of Denied Claim. The Eligible Employee may ask the Plan Administrator to review decisions involving requests for claims for Benefits. Depending on the nature of the particular appeal, one or both of the following levels of review will be available to the Eligible Employee:

Level 1: Administrative Review
Level 2: Claims Appeal Committee

To request any level of review, Eligible Employee may contact the Plan Administrator, who will be the final initial contact and is primarily responsible for the overall review process. Send requests to:

Director of the Office of Human Resources
905 Asp Avenue, Room 225
Norman, Oklahoma 73019

The notices and decision letters will contain the name, title, address, telephone number, and fax number of the person who is responsible for processing the Eligible Employee's particular request for review. The Eligible Employee should contact that person with any questions regarding review.

If the Eligible Employee decides to file an appeal, he/she must give the person who will be responsible for processing the appeal any material justification or documentation for the appeal at the time the appeal is filed. The Eligible Employee must also give that person the address and phone number where the Eligible Employee can be contacted.

**Level 1: Administrative Review**

Within 60 days after the Eligible Employee receives notice of a claim denial, or if the Eligible Employee disagrees with a determination under the Plan, the Eligible Employee may make a written request for an Administrative Review. The Eligible Employee must submit his/her written request to:

Director of the Office of Human Resources
905 Asp Avenue, Room 225
Norman, Oklahoma 73019

The written request should state the reason why the claim should be reconsidered and copies of any relevant documentation, including related background information, that the claimant feels justifies a reversal of the claim denial. The Eligible Employee may also request an inspection of designated, pertinent documents on file related to the claim.

The Plan Administrator will review the request and provide you with a written determination within 60 days. If the claim denial is reversed, the Plan Administrator will authorize payment of your claim. If the claim is again denied, the Eligible Employee will receive a written notice containing:

- The reason(s) why the claim, or a portion of it, was denied;
- Reference to Plan provisions on which the denial was based;
- What additional information, if any, is required; and
- What steps may be taken if you want to proceed to a Level 2 appeal.

**Level 2: Claims Appeal Committee Review**

Within 45 days of the Level 1 decision (including a determination of "no action") by the Plan Administrator, the Eligible Employee may make a written request for a Level 2 Claims Appeal Committee Review. The Eligible Employee's request should be submitted to the Office of Human Resources.

The University's Claims Appeal Committee consists of two vice presidents for administrative affairs or their designee.

A request of a Level 2 appeal must be made within 45 days of mailing of the Level 1 decision.

The hearing before the University's Claims Appeal Committee to review the denial will be held within 30 days after the receipt of a written appeal, unless special circumstances require an extension of time, in which case a decision shall be made no later than 90 days after receipt of the appeal. The hearing is informal and the claimant is entitled to have a representative present at his/her own expense.

9.4 Action of the University

. Any act authorized, permitted, or required to be taken by the University under the Plan, which has not been delegated in accordance with Section 9.2, may be taken by a majority of the members of the Board, either by vote at a meeting, or in writing without a meeting. All notices, advice, directions, certifications, approvals, and instructions required or authorized to be given by the University under the Plan will be in writing and signed by either (i) a majority of the members of the Board, or by any member or members as may be designated by an instrument in writing, signed by all members, as having authority to execute the documents on its behalf, or (ii) a person who becomes authorized to act for the University in accordance with the provisions of Section 9.2. Any action taken by the University which is authorized, permitted, or required under the Plan and is in accordance with a Fund Sponsor's contractual obligations are final and binding upon the University, and all persons who have or who claim an interest under the Plan, and all third parties dealing with the University.

## ARTICLE X
## AMENDMENT AND TERMINATION

10.1 Amendment and Termination

. While it is expected that this Plan will continue indefinitely, the University reserves the right at any time to amend, otherwise modify, or terminate the Plan, or to discontinue any further Institution Contributions under the Plan, by resolution of its Board. In the event of a termination of the Plan or discontinuance of Institution Contributions, the University will notify all Participants of the termination.

10.2 Limitation

. Notwithstanding the provisions of Section 9.1, the following conditions and limitations apply:

(a) No amendment will be made which will operate to recapture for the Institution any Institution Contributions previously made under this Plan. However, Institution Contributions made in contemplation of approval by the Internal Revenue Service must be returned to the Institution if the Internal Revenue Service fails to approve the Plan with respect to its initial qualification. In addition, Institution Contributions which were made based on a mistake of fact may be returned to the Institution within one year of the date on which the contribution was made. Notwithstanding anything herein to the contrary, Institution Contributions which may be returned to the Institution in accordance with this Section 10.2 must be returned within one year after (i) the date of denial of the initial qualification of the Plan or (ii) the payment of an Institution Contribution by mistake of fact.

(b) No amendment will deprive, take away, or alter any then accrued/earned benefit of any Participant insofar as Institution Contributions which have been made under the Plan are concerned. Any determination or recommendation by the Internal Revenue Service or Institution's counsel will be sufficient as to the necessity of the amendment.

## ARTICLE XI
## MISCELLANEOUS

11.1 Plan Non-Contractual

. Nothing contained in this Plan will be construed as a commitment or agreement on the part of any person to continue his or her employment with the Institution, and nothing contained in this Plan will be construed as a commitment on the part of the Institution to continue the employment or the rate of compensation of any person for any period, and all employees of the Institution will remain subject to discharge to the same extent as if the Plan had never been put into effect.

11.2 Claims of Other Persons

. The provisions of the Plan will in no event be construed as giving any Participant or any other person, firm, or corporation, any legal or equitable right against the Institution, its officers, employees, or directors, except the rights as are specifically provided for in this Plan or created in accordance with the terms and provisions of this Plan.

11.3 Governing Law

. Except as provided under federal law, the provisions of the Plan are governed by and construed in accordance with the laws of the State of Oklahoma.

11.4 Merger, Consolidation, or Transfers of Plan Assets

. The Plan will not be merged or, consolidated with any other Plan, nor will any of its assets or liabilities be transferred to another Plan, unless, immediately after a merger, consolidation, or transfer of assets or liabilities, each Participant would receive a benefit under the Plan which is at least equal to the benefit he or she would have received immediately prior to a merger, consolidation, or transfer of assets or liabilities (assuming in each instance that the Plan had then terminated).

11.5 Finality of Determination

. All determinations with respect to eligibility, Years of Service, crediting of Contributions and payment of benefits under the Plan are made on the basis of the records of the Institution and shall be made by the University, and all determinations made are final and conclusive upon Eligible Employees, Participants, former employees, and all other persons claiming a benefit interest under the Plan.

EXECUTED pursuant to approval by the Board of Regents dated the ~~23rd~~ ____ day of ~~June~~ ______________, 200~~4~~8.

THE UNIVERSITY OF OKLAHOMA

By: ~~/S/ Nick Hathaway~~ ______________
~~Nick Hathaway, Vice President for Executive and Administrative Affairs~~
Name: ______________
Title: ______________

~~Employer Identification Number #73-6017987-W~~
~~Plan Number 00__~~