

**MINUTES OF A REGULAR MEETING
THE UNIVERSITY OF OKLAHOMA
SEPTEMBER 19, 2011**

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**MINUTES OF A REGULAR MEETING
THE UNIVERSITY OF OKLAHOMA BOARD OF REGENTS
SEPTEMBER 19, 2011**

A regular meeting of the Board of Regents governing The University of Oklahoma, Cameron University, and Rogers State University was called to order at the OU-Tulsa Schusterman Center in Tulsa, Oklahoma, at 1:24 p.m. on September 19, 2011.

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

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

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

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

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 1:00 p.m. on September 17, 2011 both as required by 25 O.S. 1981, Section 301-314.

ROGERS STATE UNIVERSITY

REPORT OF THE PRESIDENT OF THE UNIVERSITY

President Rice began his report by showing the Board artist renderings of the Pryor Campus and stating that the administration hoped to have the groundbreaking in January. He then directed the Regents to his printed report and commented on some of the highlights. The President pointed out a 5.6% increase in headcount enrollment and a 5.85% increase in credit hours. The number of full-time students continues to increase, as does the number of first-time freshmen. Dr. Rice was pleased to announce that the RSU television station won two Emmy awards: one for a documentary on Will Rogers and one for a wood turning workshop program. To conclude his report, the President noted that *US News and World Report* had just ranked the University #29 in regional colleges in the west.

POSTHUMOUS DEGREE – RSU

Anthony D. Peterson, an undergraduate student on active duty, passed away on August 4, 2011. Mr. Peterson had earned 71 hours with a grade point average of 2.11 on a 4.00 scale, and thereby successfully completed his Associate in Arts in Liberal Arts degree.

The head of the Department of English and Humanities, the dean of the School of Liberal Arts and the Vice President for Academic Affairs support this request to posthumously award an Associate in Arts in Liberal Arts degree to Anthony D. Peterson.

In accordance with Oklahoma State Regents for Higher Education policy, a posthumous degree may be awarded to recognize the meritorious but incomplete work of a student who is deceased, generally during the last semester of work. Upon the approval of the University of Oklahoma Board of Regents, the request to award a posthumous degree to Mr. Peterson must be forwarded to the Oklahoma State Regents for Higher Education for final action.

President Rice recommended the Board of Regents approve the granting of a posthumous Associate in Arts in Liberal Arts degree to Anthony D. Peterson.

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

FISCAL YEAR 2012 SALARY PLAN – RSU

Based upon enrollment data as of September 6, 2011, Rogers State University's enrollment for the fall semester reflects a 5.6% increase from the previous year. The financial condition of the institution continues to reflect strength and stability.

Recommended salary increases including costs of benefits to the E&G I budget is approximately \$413,000, the E&G II budget is approximately \$44,000 and to the Auxiliary budget which is approximately \$7,900. The recommended salary plan provides for a minimum increase of \$1,000 per year or a 3% increase in salary for all full-time employees and temporary full-time faculty hired prior to January 1, 2011, and who have not received a salary adjustment since January 1, 2011. The salary increases will be retroactive to July 1, 2011.

A listing of all faculty and staff who require Board approval is provided as a supplement and is attached hereto as Exhibit A.

President Rice recommended the Board of Regents approve Rogers State University's 2011-2012 salary and wage increases, (excluding himself) retroactive to July 1, 2011, for faculty and staff as detailed above.

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

NAMING RECOGNITION FOR THE CENTENNIAL CENTER – RSU

Board of Regents Policy Section 7.3 provides guidelines for naming academic programs, buildings, and other campus landmarks in honor of financial gifts to the institution. To show appreciation for Dr. Danette Boyle's 38 years of service to Rogers State University, President Rice requests the Board of Regents approve an exception to current Board policy and approve the naming of a Pillar of Support in her honor.

Dr. Boyle served the institution in various capacities during her tenure. She began her career as a counselor in student services in 1973, progressed to instructor, worked in enrollment, financial aid, and student services until 1977.

In 1977, Dr. Boyle became the Assistant to the President for Development and was promoted to Vice President for Development in 1979.

During the time frame of 1996 through 1997, Dr. Boyle served as Interim President. She was instrumental in starting the OMA Alumni Chapter.

While serving as Vice President for Development, the Rogers State University Foundation grew from a humble beginning in 1973 with 15 charter members to a well-established foundation in 2011. Today the Foundation has five fully funded endowed chairs, 123 scholarship endowments, and total assets of \$9.5 million, of which endowments total \$7.8 million, due in part to the hard work and dedication of Dr. Boyle.

Dr. Boyle has made an immeasurable impact on the lives of many current and former students.

President Rice requests the Board of Regents approve naming Pillar of Support on the east side of the Centennial Center terrace for Dr. Danette Boyle, in recognition of her 38 years of service to the University.

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

ACCEPTANCE OF DONATED PROPERTY – RSU

The Rogers State University Foundation currently owns a facility on the Claremore campus. The building was built in 1983 and has approximately 3,000 square feet. The building space is shared by University staff providing services for the alumni, development and Foundation operations. Because the building is owned by the Foundation but built on University land, maintenance and operating expenses were prorated based upon an agreement between the University and Foundation.

Recent discussions between the institution's administration and the RSU Foundation Board resulted in a mutual desire by both parties to transfer ownership of the building to the University with the condition that adequate office space would be provided to the Foundation on the Claremore campus. Any office space provided would be addressed in a written agreement between the University and Foundation. The Foundation approved the transfer of property and the agreement at their April 21, 2011 meeting.

Section 4.13 of the Board of Regents' Policy Manual for Rogers State University states the Board of Regents must approve the acquisition of real property.

President Rice recommends the Board of Regents approve the acceptance of the transfer of the facility to the University.

The Rogers State University Foundation Agreement with Rogers State University is attached hereto as Exhibit B.

President Rice recommended the Board of Regents accept the transfer and ownership of the Rogers State University Foundation and Alumni Center building from the Rogers State University Foundation with the condition that adequate office space on the RSU Claremore campus is made available for the Rogers State University Foundation.

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

CONTRACTS AND GRANTS – RSU

In accordance 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 below.

Educational Talent Search [RSU-ETS]

Grantor: U.S. Department of Education

Award Period: 09/01/11-08/31/12 \$ 298,564

Performance Period: 09/01/11-08/31/16 \$1,158,184

Remainder: End of Performance \$ 298,564
Period

Program Purpose: The Talent Search program identifies and assists individuals from disadvantaged backgrounds who have the potential to succeed in higher education. The program provides academic, career, and financial counseling to its participants and encourages them to graduate from high school and continue on to and complete their postsecondary education. The program publicizes the availability of financial aid and assist participant with the postsecondary application process. Talent Search also encourages persons who have not completed education programs at the secondary or postsecondary level to enter or reenter and complete postsecondary education. The goal of Talent Search is to increase the number of youth from disadvantaged backgrounds who complete high school and enroll in and complete their postsecondary education.

University Center:

Grantor: U.S. Department of Commerce, Economic Development Administration

Project Period: 08/01/10–07/31/13 \$ 338,550

Funding Period: 08/01/11-07/31/12 \$ 112,850

Program Purpose: The University Center will provide technical assistance to entrepreneurs and small businesses in northeast Oklahoma. The Center will utilize competitive business intelligence and geographic information systems to provide data and information not normally available to small businesses. The University Center will also implement an Entrepreneur Ready Community Certification Program to promote economic development in rural communities. The Center will assist communities in planning, developing action plans, and facilitating the development and expansion of small businesses by establishing a support system for entrepreneurs and small businesses. The grant will be executed by the RSU Innovation Center with collaboration from career tech centers, the Alliance, and economic development authorities. This is the second year of a three-year project.

President Rice recommended the Board of Regents ratify the awards submitted with this agenda item.

| <u>Award Title</u> | <u>Grantor</u> | <u>Award Period</u> | <u>Award Amount</u> |
|---------------------------|-----------------------------|---------------------|---------------------|
| Educational Talent Search | U.S. Dept of Education | 09/01/11-08/31/2012 | \$298,564.00 |
| University Center | U.S. Dept. of Commerce, EDA | 08/01/10-07/31/2013 | \$338,550.00 |

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

AWARD CONTRACT FOR SOCCER AND CROSS COUNTRY FACILITY – RSU

At the June 2011 Board of Regents' meeting, Key Construction Oklahoma, LLC was authorized to prepare the design development plans, construction documents, and commence with early site work in an amount not to exceed \$300,000.

Key Construction Oklahoma, LLC has prepared the design development plans and construction documents. The firm has submitted a guaranteed maximum price of \$1,852,292 that includes the previously authorized amount of \$300,000.

Pricing includes construction costs with geo-thermal system, fencing, security cameras, card key system for exterior door access, architectural fees, mechanical engineering services, structural fees, electrical fees, civil fees, construction contingency, and general contractor's cost and fees.

The project will consist of site work, locker rooms, coaches' offices, trainer's office, storage for equipment, public restrooms, concessions, geo-thermal system, parking, fencing, and landscaping for the approximately 9,120 square-foot building.

Funding for this project has been established through the Oklahoma State Regents for Higher Education Master Lease Program for Real Property Program, University funds, private donations, and student athletic facility fee.

President Rice recommended the Board of Regents:

- I. Authorize the President to award a contract to Key Construction Oklahoma, LLC for the construction of Soccer and Cross Country Facility with a guaranteed maximum price of \$1,852,292; and
- II. Authorize the President or his designee to sign the contract and any necessary change orders during the project within statutory and budget limitations up to the guaranteed maximum price.

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

ACADEMIC PERSONNEL ACTION(S) – RSU

APPOINTMENT(S):

Arze, Guido, Ph.D., Temporary Associate Professor, Department of English and Humanities, School of Liberal Arts, salary \$24,200, five-month, non-tenure-track appointment, effective August 1, 2011.

Ph.D., Spanish Language and Latin American Culture and Literature, University of Florida

M.A., Spanish, Florida International University

B.A., Spanish, Florida International University

B.S., Economics, Universidad de La Habana (Cuba)

Last Position: Rogers State University

Years Related Experience: 15

Carey, James, Ph.D., Temporary Assistant Professor of Management Information Technology, Department of Applied Technology, School of Business and Technology, salary \$60,000, ten-month, non-tenure-track appointment, effective August 1, 2011.

Ph.D., Business Administration, Arizona State University

M.B.A., Arizona State University

B.S., Management, Arizona State University

Last Position: Rogers State University

Years Related Experience: 8

Gilliland, Sandra, M.A., Temporary Instructor of Psychology, Department of Psychology, Sociology and Criminal Justice, School of Liberal Arts, salary \$35,000, ten-month, non-tenure-track appointment, effective August 1, 2011

M.A., Marriage and Family Counseling, New Orleans Baptist Theological Seminary

B.S., Psychology, Northern Arizona University

Last Position: Rogers State University

Years Related Experience: 5

Ketchum, Rosanina, M.S., Instructor of Nursing, Department of Health Sciences, School of Mathematics, Science and Health Sciences, salary \$50,000, ten-month, non-tenure-track appointment, effective August 1, 2011.

M.S., Nursing Education, Indiana Wesleyan University

B.S., Nursing, Oklahoma Wesleyan University

A.A.S., Nursing, Oklahoma Wesleyan University

Last Position: Oklahoma Wesleyan University

Years Related Experience: 10

Kosheleva, Nataliya, M.A., Instructor of English, Department of English and Humanities, School of Liberal Arts, salary \$30,000, ten-month, non-tenure-track appointment, effective August 1, 2011.

M.A., English Language and Literature, Western Illinois University

M.A., English Linguistics, Tula State Pedagogical University (Tula, Russia)

B.A., Secondary Education, Tula State Pedagogical University (Tula, Russia)

Last Position: Western Illinois University

Years Related Experience: 3

McNickle, Shirley, M.S., Instructor of Nursing, Department of Health Sciences, School of Mathematics, Science and Health Sciences, salary \$50,000, ten-month, non-tenure-track appointment, effective August 1, 2011.

M.S., Nursing Education, University of Oklahoma

B.S., Nursing, Oklahoma Wesleyan University

A.A., Nursing, Neosho County Community College

L.P.N., Nursing, Neosho County Community College

Last Position: Rogers State University

Years Related Experience: 15+

Townsend, Cecilia, M.A., Instructor of Spanish, Department of English and Humanities, School of Liberal Arts, salary \$33,000, ten-month, non-tenure-track appointment, effective August 1, 2011.

M.A., Romance Languages and Literatures, University of Florida, Gainesville

M.A., Foreign Languages and Literatures, Washington State University

B.A., Social Sciences, Washington State University

Last Position: Morehead State University, Morehead, KY

Years Related Experience: 15

CHANGE(S):

Kirk, Johnny Mark, M.H.R., Temporary Instructor of Psychology, Department of Psychology, Sociology and Criminal Justice, salary \$35,000, ten-month, non-tenure-track appointment, effective August 1, 2011.

Ph.D., Educational Psychology, Research, Evaluation and Measurement (expected May 2011), Oklahoma State University
Master of Human Relations, University of Oklahoma
Bachelor of Science, Social Science, Psychology/ Sociology Option, Rogers State University
Last Position: Rogers State University
Years Related Experience: 2

Bycroft, Theresa, M.S., Assistant Professor, Nursing, Department of Health Sciences, received Ed.D., one-time salary adjustment for obtaining doctoral degree, from \$57,500 to \$59,000, ten-month appointment, effective August 1, 2011.

Reed, Scott R., M.L.A., Instructor, Developmental Studies, Department of English and Humanities, parity adjustment, salary change from \$28,000 to \$30,000, ten-month, non-tenure-track appointment, effective August 1, 2011.

Sipes, Marsha LeAnne, B.S.N., Instructor, Nursing, Department of Health Sciences, received M.S., one-time salary adjustment for obtaining masters degree, from \$40,000 to \$50,000, ten-month appointment, effective August 1, 2011.

NON-REAPPOINTMENT(S):

Uzzo, John, Ph.D., Associate Professor, Department of Business, effective date May 9, 2012.

President Rice recommended approval of the faculty personnel action(s) listed above.

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

ADMINISTRATIVE PERSONNEL ACTION(S) – RSU

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

Ortolani, Brent, Director, Public Relations, effective August 5, 2011.

RETIREMENT(S):

Boyle, Danette, Ed.D., Vice President for Development, June 30, 2011. Named Vice President for Development Emeritus. Correction to June 2011 Board agenda.

President Rice recommended approval of the administrative personnel actions listed above.

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

**ANNUAL INVESTMENT – RSU
EMPLOYEE INSURANCE BENEFITS – RSU
QUARTERLY REPORT OF PURCHASES – RSU
QUARTERLY FINANCIAL ANALYSIS – 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.

ANNUAL INVESTMENT – RSU

The annual report of investment activity for Rogers State University is hereby submitted. Rogers State University invests its temporary idle cash in accordance with Section 4.1 of the Regent’s Policy Manual for CU/RSU. Rogers State University invests all available operating funds with the Oklahoma State Treasurer’s Cash Management Program (CMP) and for funds held by Bank of Oklahoma. The Business Office monitors the cash needs to maximize the amount of funds invested.

During fiscal year ended June 30, 2011, on an average invested balance of \$6,083,123 for all funds invested, Rogers State University earned a total of \$162,588 in interest on investments. The earned interest rates ranged from 2.4% to 3.1%. The annual average rate of return was calculated at a rate of 2.67% for investments with the Oklahoma State Treasurer’s Office.

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

EMPLOYEE INSURANCE BENEFITS – RSU

The Oklahoma Higher Education Employee Insurance (OKHEEI) Group first negotiated health, vision and dental insurance, and COBRA administration and retiree premium billing, collection and remittance services for calendar year 2010. The OKHEEI Group had fourteen participating colleges and universities in 2010. One-year contracts were negotiated for insurances and services, with the exception of vision insurance, which was a two-year contract. In 2010, Blue Cross Blue Shield of Oklahoma provided medical; Blue Cross Blue Shield of Illinois provided dental insurance; VSP provided vision insurance; HealthSmart provided COBRA administration and retiree premium billing, collection and remittance services; and UnitedHealthCare provided health insurance and Medicare prescription drug plans to the university’s Medicare eligible retirees.

In January 2011, the Board of Regents delegated to the President, or his designee, the authority to approve annually, on behalf of the Board, the university’s participation in future policies and service plans negotiated and offered by the OKHEEI Group. The delegation of authority was requested in order to comply with Article III of the OKHEEI Interlocal Agreement, which requires annual approval by the Board of Regents of Rogers State University’s participation in any policy or service plan offered by the OKHEEI Group. The delegation of authority was done so with the stipulation that details of all health related policies in which Rogers State University participates be presented annually to the Board of Regents as an informational item.

For calendar 2011 insurance and services, no changes were made in the insurance and service providers due to insufficient claims experience. Approximately six months of incurred and reported claims data were available at the point in 2010 when request for proposals for 2011 would have to have been solicited. Thus, the OKHEEI Group chose to negotiate with existing providers for medical and dental insurance, COBRA administration and retiree premium billing, collection and remittance services, and retiree health insurance and Medicare prescription drug

plans. This decision was based upon having numerous meetings with the providers during fiscal year 2011, reviewing claims experience, and discussing options available to lower rates. However, the OKHEEI Group did decide to issue a request for proposal (RFP) for vision insurance. The RFP was issued in May 2011 with two companies responding: Primary Vision Care Services (PVCS), and Vision Services Plan, Inc., Oklahoma (VSP).

The OKHEEI Group was able to negotiate a zero percent (0.0%) increase in medical insurance for active employees from Blue Cross Blue Shield due to favorable claims experience, changing the plan from a grandfathered plan to a non-grandfathered plan, and changing the current \$25 office visit copayment to a split copayment of \$25 for primary care and \$40 for specialist care. The annual cost per employee for medical insurance is \$5,674. Rogers State University's fiscal year 2011 expense for providing employee health insurance was \$1,055,000. Dental insurance, an optional insurance paid entirely by the employee will increase 8.7%. There is no rate change for COBRA administration and retiree premium billing, collection and remittance services. The University paid approximately \$3,537 in fiscal year 2011 for these services. Rogers State University's fiscal year 2011 expense for providing Medicare eligible retired employees health insurance was \$54,170.

While Rogers State University has no financial obligation for Medicare eligible retired employees' health insurance, retirees have the option of obtaining their medical insurance through the OKHEEI Group. Retirees selecting medical insurance with Medicare Part D/High Option will pay \$321.12 a month, a 9.1% decrease. Retirees selecting medical insurance with Medicare Part D/Low Option will pay \$266.58 a month, a 6.2% increase. Retirees selecting medical insurance without Medicare Part D will pay \$209.16 a month, a 5.0% increase.

For calendar 2012 vision insurance, the OKHEEI Group sent out a RFP to eight vendors. The RFP process was managed by the University of Central Oklahoma's Director of Purchasing. Proposals were received from two vendors, Vision Service Plan (VSP), the current provider, and Primary Vision Care Services (PVCS). A representative from each school reviewed each vendor's proposal and completed evaluation sheets. VSP and PVCS made presentations to the OKHEEI Group Board at its July meeting. The Board was then given evaluations and instructed how the evaluations would be scored. Based on the vendors' presentations and evaluations, the OKHEEI Board awarded a four-year contract to VSP. Vision insurance is an optional benefit paid by the employee. The new contract reduces the cost of all levels of vision insurance 12.2%. Employee coverage decreased from \$85.68 per year to \$76.32 per year. Charts detailing the premium amounts are attached hereto as Exhibit C.

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

QUARTERLY REPORT OF PURCHASES – RSU

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;
- 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.

QUARTERLY REPORT OF PURCHASES – ALL
April 1, 2011 through June 30, 2011

| <u>Item</u> | <u>Description</u> | <u>Campus- Department</u> | <u>Vendor</u> | <u>Award Amount</u> | <u>Explanation/ Justification</u> |
|---|----------------------|-------------------------------|--------------------|-------------------------|---------------------------------------|
| PURCHASE OBLIGATIONS FROM \$50,000 TO \$125,000 | | | | | |
| 1. | Building Improvement | Bartlesville Campus | Whaling Construct. | \$166,887 | Window Replacement Project |
| 2. | Equipment | All Campuses | Blackboard Inc. | \$103,780 | Transaction System |

SOLE SOURCE PROCUREMENTS FROM \$50,000 TO \$125,000
Competition Not Applicable

NONE TO REPORT

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

QUARTERLY FINANCIAL ANALYSIS – RSU

Being reported this month is the Quarterly Financial Analysis for the quarter ended June 30, 2011. The following comments are submitted for your consideration. Detailed charts are attached hereto as Exhibit D.

ALL FUNDS: ROGERS STATE UNIVERSITY

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

1. Revenues – Revenues of \$31.0 million representing 105.1% of the budget are reported. For the same period last fiscal year, there were revenues of \$29.3 million representing 102.4% of the budget.
2. Expenditures – Expenditures of \$28.8 million representing 88.4% of the budget are reported. For the same period last fiscal year, there were expenditures of \$27.3 million representing 87.2% of the budget.

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

1. Revenues – Revenues of \$3.3 million representing 84.0% of the budget are reported. For the same period last fiscal year, there were revenues of \$3.8 million representing 81.4% of the budget.
2. Expenditures – Expenditures of \$3.8 million representing 74.7% of the budget are reported. For the same period last fiscal year, there were expenditures of \$4.0 million representing 65.3% of the budget.

SCHEDULE 3: STATEMENT OF REVENUE AND EXPENDITURES – AUXILIARY ENTERPRISES

1. Revenues – Revenues of \$26.2 million representing 86.2% of the budget are reported. For the same period last fiscal year, there were revenues of \$20.7 million representing 83.0% of the budget.

2. Expenditures – Expenditures of \$23.8 million representing 85.8% of the budget are reported. For the same period last fiscal year, there were expenditures of \$21.0 million representing 83.9% of the budget.

SCHEDULE 4: SCHEDULE OF CASH BALANCES AND DISCRETIONARY RESERVES

Discretionary reserves consist of a portion of the university's resources that are held as reserves or currently budgeted for expenditure. 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.

EDUCATION AND GENERAL PART I

The Education and General Part I cash balance was \$6,602,158 on June 30, 2010. The cash balance was \$7,551,512 on June 30, 2011.

EDUCATION AND GENERAL PART II

The Education and General Part II cash balance was \$1,568,706 on June 30, 2010. The cash balance was \$984,058 on June 30, 2011.

PLANT FUNDS

The plant funds had a cash balance of \$949,758 on June 30, 2010. The cash balance was \$1,281,102 on June 30, 2011.

OCIA 2006 CAPITAL IMPROVEMENT BOND ISSUE

The OCIA 2006 capital improvement bond issue had a cash balance of \$429,903 on June 30, 2010. The cash balance was \$0 on June 30, 2011.

AUXILIARY ENTERPRISES

The Auxiliary Enterprise cash balance was \$3,708,858 on June 30, 2010. The cash balance was \$6,192,162 on June 30, 2011.

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

CAMERON UNIVERSITY

REPORT OF THE PRESIDENT OF THE UNIVERSITY

President Ross began her report by saying that the University had set a couple of new records in the first few weeks of the semester: another enrollment increase this year and a record attendance on campus for Dr. Khaled Hosseini, the first speaker for the Academic Festival. The Festival is privately funded, and this year's topic of interest is Afghanistan. Dr. Hosseini is the author of *The Kite Runner* and *A Thousand Splendid Suns*. His speech filled three venues before additional tickets had to be cancelled. The President thanked Chairman Bell, Regents Clark and Weitzenhoffer, Mr. Gollahalli and Dr. Purcell for attending. The Festival will continue on September 29, with a public speech by Pulitzer Prize-winning author Steve Coll. For the second year in a row, the University has been named a military-friendly school by GI Jobs magazine, putting Cameron in the top 20% of schools nationally in terms of the services offered to veterans. The transformation of the old student union has begun, converting it into the Academic Commons. Dr. Ross was

pleased to announce a \$10,000 gift from the Walton Family Foundation, to create a team film room for the athletic department; an additional \$10,000 was received from the Brad and Bill Burgess families for an endowed scholarship. Also, John Mercadante contributed \$30,000 for international student scholarships in memory of his father. The President closed her report by stating that the University has received a \$344,000 grant from the US Department of Education to provide academic support to financially disadvantaged 9th-12th grade students, helping them prepare for college.

ACADEMIC COMMONS – CU

At its March 22, 2011 meeting, the Board of Regents authorized establishment and approved a total project budget of \$4,500,000 and a GMP of \$3,500,000. Subsequently, bids were solicited and received by the Construction Manager, CMSWillowbrook, from individual trade contractors. The total of these bids exceeded the authorized GMP by \$271,115.

In conjunction with Cameron University officials, value engineering efforts of the Construction Manager and the architect, coupled with negotiations with individual contractors, this deficit was reduced to \$164,068 without sacrificing quality, performance or aesthetics. In addition to the current deficit, there are concerns regarding possible undiscovered work as demolition progresses for this renovation project. Thus, an increase in the contingency funds is also requested.

An increase of the authorized GMP will necessitate a corresponding increase in the Total Project Cost. It is recommended the Board of Regents ratify Chairman Bell's authorization to increase the GMP and the Total Project Cost by \$350,000.

Emergency authorization from the Chairmen of the Board was requested to keep this project on track for completion prior to the Fall 2012 semester. As a result of the Chairman's approval, the Board is asked to ratify the action.

Funding for this project, with an estimated total project cost of \$4,850,000, will be provided by the Oklahoma State Regents for Higher Education Master Lease-Purchase Program, private donations, the University's building and capital equipment funds, unobligated educational and general funds and other legally available resources.

President Ross recommended the Board of Regents ratify Chairman Bell's July 21, 2011 emergency authorization to:

- I. Approve increasing the Guaranteed Maximum Price for construction of the Academic Commons from \$3,500,000 to \$3,850,000; and
- II. Approve increasing the Total Project Cost for the Academic Commons project from \$4,500,000 to \$4,850,000.

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

REVISION OF FACULTY HANDBOOK – CU

In May 2004, the Board of Regents approved substantive revisions to the Cameron University Faculty Handbook followed by an update to summer session compensation in March 2010. Student learning has been established as Cameron University's top priority. Primary to assuring quality student learning experiences is the recruitment, continued development and

evaluation of quality faculty members. Effective faculty development must include rewards and methods to constructively focus the individual faculty member's activities in support of the vision, mission and goals of the institution. Guided by these principles, a comprehensive review of the Faculty Policies portion of the Faculty Handbook has been undertaken. Additionally, changes in University organizational structure are included in the proposed revision. The process involved active participation of the Faculty Committee of the Faculty Senate and the full Faculty Senate. A yearlong collaborative effort between the Faculty Senate officers and the Provost was used to thoroughly review all proposed modifications. The proposed revision has been reviewed by the University of Oklahoma Office of Legal Counsel.

Guiding Principles for the Faculty Handbook Review and Revision:

1. Any revisions must respect the laws of the State of Oklahoma and the structure of the University of Oklahoma Board of Regents' Policy Manual for Cameron University and Rogers State University
2. Correct errors in fact
3. Remove inconsistencies and unnecessary duplication
4. Respect the intent and revisions from the May 2004 Faculty Handbook

The revised Faculty Handbook is attached hereto as Exhibit E, with the proposed revisions noted. Upon Board approval, the effective date for implementation is January 1, 2012.

Summary of Proposed Substantive Changes:

1. Section One – Introduction
 - a. Update the mission statement to reflect Board approved changes
 - b. Update the institutional accreditation list
 - c. Update the section on Physical Plant to reflect transformation growth and construction in the past five years
2. Section Two – University Governance
 - a. Address the restructuring that eliminated the Graduate School
 - b. Modify membership for several university committees including Graduate Council, the Institutional Assessment Committee, and the Intercollegiate Athletics Committee
3. Section Three – Appointment of Administrative Officers
 - a. Changes in titles only
4. Section Four – Faculty Policies
 - a. There are significant organizational changes of material for clarity but relatively few substantive changes.
 - b. Requests for promotion will follow the same process as requests for tenure.
 - c. A full-time non-tenure track regular faculty member may carry an instructional load of 15 hours per semester rather than 12 hours. This decision is at the discretion of the chair in consultation with the appropriate dean.
5. Section Five – Faculty Rights and Responsibilities
 - a. Update the statement on discrimination
 - b. Establish a process for sabbatical applications
 - c. Modify the faculty sick leave policy to separate absence from compensation for replacement instruction
 - d. Update the opportunities for faculty support to include internal grants and the Endowed Lectureship program
6. Appendix A – Determination of Appropriate Academic Credentials
 - a. No substantive changes
7. Appendix B – Criteria for Promotion
 - a. Clarify eligibility to apply for promotion
8. Appendix C – Faculty Member Evaluation Form
 - a. No substantive changes

9. Appendix D – School of Graduate Studies
 - a. Change organizational structure from Graduate School to Graduate Council
10. Appendix E – Benefits and General Information
 - a. Update to reflect change to Blue Cross/Blue Shield
11. Appendix F – The Appeal of a Final Grade
 - a. No substantive changes
12. Appendix G – Faculty Grievance Procedures
 - a. Update to follow due process recommendations
 - b. Update the list of grievable topics to specify faculty related items in order to distinguish between employee grievance items which are governed by Title IX or EEO grievance structures
13. Appendix H – Faculty Senate Constitution
 - a. Update to permit adjunct faculty representation as voted upon and approved by the Faculty Senate

President Ross recommended the Board of Regents approve the revisions above to the Cameron University Faculty Handbook.

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

SETTLEMENT AND SURFACE LEASE AGREEMENT – CU

In 1971, Cameron University deeded approximately 11.6 acres of land located at its southwest corner to The Oklahoma Department of Mental Health and Substance Abuse Service (the “Department”) for the purpose of constructing a community Mental Health Center (Deed #1). In 1977, the Department deeded a portion of this land back to the University for the purpose of allowing the University to deed that portion of land to the American Choral Directors’ Association (the “ACDA”) to construct its headquarters (Deed #2). The Department’s deed contained a restriction that if the portion of land deeded back to the University stopped being used as the ACDA’s headquarters, the land would revert to the Department. The University then deeded the portion of land to the ACDA, subject to the terms and conditions of Deed #2 (Deed #3).

The Department has filed suit against the ACDA for quiet title contending the ACDA has moved its headquarters to Oklahoma City. The Department has named the University as a party in its suit against the ACDA.

The University and the Department have reached an agreement that will result in the Department dismissing the University from the ACDA suit and will lease approximately 3.92 acres of the land deeded in 1971 to the University. The University desires to lease the land as part of its efforts to more visually define the boundaries of its campus.

The initial term of the surface lease is ten years, with four successive options to renew of ten years each. The surface lease allows the University to landscape and fence the leased area, use the leased area for parking, and construct buildings and make permanent improvements with the Department’s permission, which shall not be unreasonably withheld. The lease allows the University to terminate the lease with thirty days notice, and the Department to terminate the lease with one hundred eighty days notice. Annual lease cost is \$1.00 per year.

The settlement agreement also requires the University to execute a quit claim deed in favor of the Department with respect to the portion of the land deeded by the University to ACDA in 1977 (Deed # 3).

Legal Counsel has reviewed the settlement agreement, surface lease agreement and quit claim deed. The settlement agreement and other materials are attached hereto as Exhibit F.

President Ross recommended the Board of Regents authorize the President, or her designee, to execute a settlement agreement, surface lease agreement, and quit claim deed with the Department of Mental Health and Substance Abuse Services in substantially the forms currently proposed or as modified with review from Legal Counsel.

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

ACADEMIC AND ADMINISTRATIVE PERSONNEL ACTIONS - FISCAL YEAR 2012 SALARY PLAN – CU

For the third Consecutive year, Cameron boosts record enrollment. As of census day, significant increases occurred in first-time, full-time, degree seeking students (5.0%), concurrent high school students (19.8%), and graduate students (13.3%). Cameron's 2010 and 2011 gains in enrollment were solidified this fall with an additional 2.0% increase in total students and a 1.4% increase in full-time equivalent students.

Because of three consecutive years of record enrollment growth, sufficient funds are available to support the salary plan described below. It should be noted the last salary plan providing for an annual salary increase, i.e., committing future funds, was done in FY 2008.

Cameron University's FY2012 salary plan guidelines are:

- Employee must have at least a satisfactory performance evaluation for all salary increases.
- Employee must be a current, regular employee working at least half time at the time the salary increase is paid. This includes temporary faculty.
- Employees whose employment began before May 13, 2010, are eligible for a 2% merit-based cost of living adjustment (COLA) and a 2% meritorious performance salary increase, with a minimum increase of \$1,000.
- Employees whose employment began after May 12, 2010 and prior to May 12, 2011, are eligible for a 2% merit-based cost of living adjustment, with a minimum increase of \$500.
- Employee must be currently employed in the same position as on January 1, 2011, with exception of academic rank.
- Overall performance ratings of marginal or unsatisfactory must be accompanied by a memorandum outlining actions being taken to improve performance to a satisfactory rating. These individuals are not eligible for either the merit-based COLA or the meritorious performance salary increase.
- Supervisors may recommend a limited number of employees with outstanding performance and employees deserving market or equity adjustments for an additional increase.
- Increases are effective as follows:
 - Nine-month faculty, August 15, 2011
 - Ten-month staff, August 1, 2011
 - Twelve month faculty and staff, July 1, 2011
- This salary plan does not apply to adjunct instructional rates, faculty overload rates, and department chair stipends. The plan does apply to other stipends. The percentage increase for eligible stipends will be equivalent to the percentage increase recommended in salary.

An additional key element of the FY 2012 salary plan is the University's plan to begin a three-year program to increase the minimum starting salary of classified employees. In FY 2012, the University's minimum starting salary will increase \$1,000 from \$16,120 to \$17,120. The minimum starting salary will increase \$1,000 a year in FY 2013 (\$18,120) and an additional \$1,000 in FY 2014 (\$19,120), subject to adequate funding.

The total cost of the proposed salary plan, including applicable fringe benefits, is \$912,387, of which \$706,138 were included in the budget approved by the Regents at the June board meeting. Additional funding will be from the favorable budget variances from the enrollment growth noted above. A total of 437 employees are eligible for the FY 2012 salary plan. Employees eligible for the 2% merit-based COLA and 2% meritorious performance plan (376) and affected by the increase in minimum starting salary will receive salary increases ranging from 4.0% to 13.0%. The average salary increase is 4.4%. Employees eligible for the 2% merit-based COLA plan (61) and affected by the increase in minimum starting salary increases will receive salary increases ranging from 2.0% to 6.2%. The average salary increase is 2.5%.

A listing of faculty and staff receiving salary increases who require Board approval was provided as a supplement and is attached hereto as Exhibit G.

President Ross recommended the Board of Regents approve the salary plan as described above for eligible Cameron University employees.

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

ACADEMIC AND ADMINISTRATIVE PERSONNEL ACTIONS – CU

APPOINTMENT(S):

Boss, Stephanie, Instructor and Chair, tenure track, Department of Health and Physical Education, annualized rate of \$57,700 for 10 months (\$5,770 per month) which includes a \$3,700 chair stipend, effective August 10, 2011. (When the doctorate is completed, salary will be \$59,700 (\$5,970 per month) and the rank will be Assistant Professor.)

Ed.D., (expected May 2012) Walden University, Minneapolis

M.Ed., Southwestern Oklahoma State University

B.S., University of Central Oklahoma

Last Position: Instructor, Southwestern Oklahoma State University

Years Related Experience: Four

Dover, James, Assistant Professor, tenure track, Department of Mathematical Sciences, annualized rate of \$46,000 for 10 months (\$4,600 per month), effective August 10, 2011.

Ph.D., University of Oklahoma

M.S., University of Oklahoma

B.S., University of Oklahoma

Last Position: Graduate Teaching Assistant

Years Related Experience: None

Lin, Tachun, Assistant Professor, tenure track, Department of Computing and Technology, annualized rate of \$55,000 for 10 months (\$5,500 per month), effective August 10, 2011.

Ph.D., University of Oklahoma

M.S., National Chiao Tung University, Taiwan

B.S., National Chiao Tung University, Taiwan

Last Position: Graduate Teaching and Research Assistant, University of Oklahoma

Years Related Experience: None

Longoria de Voltair, Richard, Assistant Professor, tenure track, Department of History and Government, annualized rate of \$42,000 for 10 months (\$4,200 per month), effective August 10, 2011.

Ph.D., University of Maryland
M.A., University of Chicago
B.A., DePaul University
Last Position: Assistant Professor, National Louis University, Chicago
Years Related Experience: Four

Monassar, Hisham, Assistant Professor, tenure track, Department of English and Foreign Languages, annualized rate of \$52,000 for 10 months (\$5,200 per month), effective August 10, 2011.

Ph.D., Ball State University
M.A., Ball State University
B.A., Sana'a University, Yemen
Last Position: Lecturer, University of Maryland
Years Related Experience: Six

Zhao, Yanjun, Assistant Professor, tenure track, Department of Communication, annualized rate of \$48,000 for 10 months (\$4,800 per month), effective August 10, 2011.

Ph.D., Southern Illinois University, Carbondale
M.A., Southern Illinois University, Carbondale
B.A., Shanxi University, China
Last Position: Assistant Professor, State University of New York, Morrisville
Years Related Experience: Three

RESIGNATION(S):

Whelan, David, Associate Professor, Department of Criminal Justice and Sociology, July 28, 2011.

CHANGE(S):

Hall, Donald, Associate Controller, Business and Finance Office, title changed to Director, Financial Assistance, annualized rate of \$62,000 for 12 months (\$5,166.70 per month), effective August 1, 2011.

President Ross recommended the Board of Regents approve the academic and administrative personnel actions listed above.

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

RENEWAL OF HEALTH, VISION AND DENTAL INSURANCE CONTRACTS – CU
ARCHITECTURAL AND ENGINEERING SERVICES FOR SOFTBALL
COMPLEX – CU
ANNUAL INVESTMENT 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.

RENEWAL OF HEALTH, VISION AND DENTAL INSURANCE CONTRACTS – CU

The Oklahoma Higher Education Employee Insurance (OKHEEI) Group first negotiated health, vision and dental insurance, and COBRA administration and retiree premium billing, collection and remittance services for calendar year 2010. The OKHEEI Group had fourteen participating colleges and universities in 2010. One-year contracts were negotiated for insurances and services, with the exception of vision insurance, which was a two-year contract. In 2010, Blue Cross Blue Shield of Oklahoma provided medical; Blue Cross Blue Shield of Illinois provided dental insurance; VSP provided vision insurance; HealthSmart provided COBRA administration and retiree premium billing, collection and remittance services; and UnitedHealthCare provided health insurance and Medicare prescription drug plans to the university's Medicare eligible retirees.

In January 2011, the Board of Regents delegated to the President, or her designee, the authority to approve annually, on behalf of the Board, the university's participation in future policies and service plans negotiated and offered by the OKHEEI Group. The delegation of authority was requested in order to comply with Article III of the OKHEEI Interlocal Agreement, which requires annual approval by the Board of Regents of Cameron University's participation in any policy or service plan offered by the OKHEEI Group. The delegation of authority was done so with the stipulation that details of all health related policies in which Cameron University participates be presented annually to the Board of Regents as an informational item.

For calendar 2011 insurance and services, no changes were made in the insurance and service providers due to insufficient claims experience. Approximately six months of incurred and reported claims data were available at the point in 2010 when request for proposals for 2011 would have to have been solicited. Thus, the OKHEEI Group choose to negotiate with existing providers for medical and dental insurance, COBRA administration and retiree premium billing, collection and remittance services, and retiree health insurance and Medicare prescription drug plans. This decision was based upon having numerous meetings with the providers during fiscal year 2011, reviewing claims experience, and discussing options available to lower rates. However, the OKHEEI Group did decide to issue a request for proposal (RFP) for vision insurance. The RFP was issued in May 2011 with two companies responding: Primary Vision Care Services (PVCS), and Vision Services Plan, Inc., Oklahoma (VSP).

The OKHEEI Group was able to negotiate a zero percent (0.0%) increase in medical insurance for active employees from Blue Cross Blue Shield due to favorable claims experience, changing the plan from a grandfathered plan to a non-grandfathered plan, and changing the current \$25 office visit copayment to a split copayment of \$25 for primary care and \$40 for specialist care. The annual cost per employee for medical insurance is \$5,674. Cameron's fiscal year 2011 expense for providing medical insurance was \$2,518,881. Dental insurance, an optional insurance paid entirely by the employee will increase 8.7%. There is no rate change for COBRA administration and retiree premium billing, collection and remittance services. The university paid approximately \$8,700 in fiscal year 2011 for these services. While Cameron has no financial obligation for post-retirement health insurance, retirees have the option of obtaining their medical insurance through the OKHEEI Group. Retirees selecting medical insurance with Medicare Part D/High Option will pay \$321.12 a month, a 9.1% decrease. Retirees selecting medical insurance with Medicare Part D/Low Option will pay \$266.58 a month, a 6.2% increase. Retirees selecting medical insurance without Medicare Part D will pay \$209.16 a month, a 5.0% increase.

For calendar 2012 vision insurance, the OKHEEI Group sent out a RFP to eight vendors. The RFP process was managed by the University of Central Oklahoma's Director of Purchasing. Proposals were received from two vendors, Vision Service Plan (VSP), the current provider, and Primary Vision Care Services (PVCS). A representative from each school reviewed each vendor's proposal and completed evaluation sheets. VSP and PVCS made presentations to the OKHEEI Group Board at its July meeting. The Board was then given

evaluations and instructed how the evaluations would be scored. Based on the vendors' presentations and evaluations, the OKHEEI Board awarded a four-year contract to VSP. Vision insurance is an optional benefit paid by the employee. The new contract reduces the cost of all levels of vision insurance 12.2%. Employee coverage decreased from \$85.68 per year to \$76.32 per year. A chart detailing the premium amounts is attached hereto as Exhibit H.

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

ARCHITECTURAL AND ENGINEERING SERVICES FOR SOFTBALL COMPLEX – CU

At the May 2010 Board meeting, the Board of Regents authorized the President to initiate the process of selection of a consultant firm to provide professional, architectural and engineering services to develop and construct facilities for use by Cameron's softball team. The President or her designee was authorized to:

- rank firms interviewed,
- negotiate the terms of an agreement and fee, starting with the highest ranked firm,
- to execute the consultant agreement, and
- report to the Board the actions taken under the authority granted.

President Ross appointed Glen Pinkston, Vice President for Business and Finance, to administer the architect selection process in accordance with University policy. The selection committee included three representatives from the athletic department, including the softball coach and a player.

A request was made to the State Department of Central Services for a list of qualified architectural firms. A letter was mailed to each firm describing the project and requesting interested firms to submit their qualifications. Thirteen firms submitted qualifications. These were reviewed and five firms were interviewed. Based upon information provided and interviews, the firms from highest to lowest as follows:

Renaissance Architects + Engineers, Muskogee
Frankfurt-Short-Bruza Associates, P.C., Oklahoma City
Architectural Design Group, Oklahoma City
Matrix Architects Engineers Planners, Inc., Oklahoma City
MA+ Architecture, Oklahoma City

It was determined that Renaissance Architects had the best overall qualifications to develop softball facilities for Cameron University.

President Ross or designee was authorized to start the negotiations with the highest-ranked firm. If an agreement could not be reached, the President or designee was to negotiate with the second highest-ranked firm and so forth, until an agreement was reached. The President or her designee was also authorized to execute the consulting firm agreement.

An agreement was reached concerning the terms and fee structure with the highest ranked firm. Renaissance Architects + Engineers will be the architectural firm to develop and construct Cameron Aggie softball facilities. The negotiated agreement covers Phase I, in which the design consultant will work with university representatives in a programming effort to define size, functions and features of the project; develop architectural products including schematic and detail design including floor plan, building elevations and renderings; develop a project schedule; and provide a detailed cost estimate for renovation and equipment.

No financial commitment will be made to the design consultant beyond Phase I, and no additional costs will be incurred until funding for the project has been identified. Once funding for the project has been identified, Phase 2, consisting of the development of construction drawings and the preparation of documents for use in the bidding process, will be initiated. Phase 3 will consist of construction oversight and coordination.

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

ANNUAL INVESTMENT REPORT – CU

The annual report for investment activity for Cameron University is hereby submitted. Cameron University's temporary idle cash is invested in accordance with Section 4.1 of the CU/RSU Regents' Policy Manual. All available operating and capital funds are invested with the Oklahoma State Treasurer's OK Invest Program. In addition to operating and capital funds invested in the OK Invest Program, the University has a self-insured employee life insurance program in which claims over \$75,000 are ceded to an insurance company. Funds related to this life insurance program are used for payments to beneficiaries and a rate stabilization reserve and are held in interest bearing accounts by the plan's administrator.

During the fiscal year ending June 30, 2011, on an average invested balance of \$7,781,912 for all funds invested, Cameron University earned a total of \$226,411 in interest, compared to an average invested balance of \$8,978,635 and interest earned of \$299,651 in fiscal year 2010. The average annual rate of return was 2.90 percent.

This was reported for information only. 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 April 1, 2011 through June 30, 2011

| <u>Item</u> | <u>Description</u> | <u>Campus- Department</u> | <u>Vendor</u> | <u>Award Amount</u> | <u>Explanation/ Justification</u> |
|---|---------------------|-------------------------------|---------------|-------------------------|--|
| PURCHASE OBLIGATIONS FROM \$50,000 TO \$250,000 | | | | | |
| 1 | Asbestos Removal | Old Student Union Building | Tec-An, Inc. | \$67,500 | Renovation of Old Student Union Building |

SOLE SOURCE PROCUREMENTS IN EXCESS OF \$50,000

No reportable Sole Source Procurements for the period of April 1, 2011 through June 30, 2011

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

QUARTERLY FINANCIAL ANALYSIS – CU

Being reported this month is the Quarterly Financial Analysis for the quarter ended June 30, 2011. The following comments are submitted for your consideration. Detailed charts are attached hereto as Exhibit I.

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

1. Revenues – Revenues of \$42.0 million comprising 102.5% of the budget are reported. At the same quarter last fiscal year, there were revenues of \$41.0 million, comprising 103.3% of the budget.

2. Expenditures – Expenditures of \$42.0 million comprising 99.7% of the budget are reported. Comparable figures for the prior year show expenditures of \$38.6 million, representing 94.8% of the budget.

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

1. Revenues – Revenues of \$16.4 million representing 87.9% of the budget are reported. Prior year revenues for the same period were \$15.1 million, representing 87.1% of the budget.

2. Expenditures – Expenditures of \$15.9 million comprising 85.2% of the budget are reported. This is comparable to the prior year's expenditures of \$14.9 million at 86.1% 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 \$7,901,720 on June 30, 2011.

E & G PART II

The E&G Part II discretionary reserves were \$34,672 on June 30, 2011.

AUXILIARY ENTERPRISES

Student Activities reserves were \$260,664 at June 30, 2011. Student Activities working capital requirements are \$239,023 leaving discretionary reserves of \$21,641.

Miscellaneous Auxiliary reserves were \$2,631,317 at June 30, 2011. Miscellaneous Auxiliary working capital requirements are \$1,894,892 leaving Miscellaneous Auxiliary discretionary reserves of \$736,425.

Student Facility reserves were \$949,950 at June 30, 2011.

PLANT FUNDS

Section 13, Section 13 Offset and New College Funds currently have a balance of \$2,285,808.

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

MINUTES

Regent Stuart moved approval of the minutes of the regular meeting and retreat held June 20-22, 2011 as printed and distributed prior to the meeting. The following voted yes on the motion: Regents Rainbolt-Forbes, Dunning, Clark, Stuart, Weitzenhoffer and Bennett. The Chair declared the motion unanimously approved.

THE UNIVERSITY OF OKLAHOMA

REPORT OF THE PRESIDENT OF THE UNIVERSITY

President Boren's report encompassed the following agenda item and he spent time introducing and discussing Peggy Dow Helmerich. She had a distinguished acting career before she married and came back to Tulsa and since has been known as a leader in the community while also having strong ties to the University, the School of Drama and its students. Peggy and Walt Helmerich recently made a \$2.5 million gift to the School of Drama, and it was not their first gift to the School. Peggy's focus continues to be on students. Several years ago when the students enacted *Harvey*, Peggy came to Norman and visited with the cast. Two million dollars of the naming gift for the School of Drama will go directly for scholarships. Mrs. Helmerich was present to be given the framed resolution and made a few comments. Students from the School of Drama also attended the meeting. Mrs. Helmerich directed her comments to those students, saying that theatre is a real commitment and they must be committed to their fellow actors and themselves, to follow through right to the end. President Boren ended his report by pointing out that the Peggy Dow Helmerich School of Drama is the second oldest school of drama at a university in the United States, second only to the Yale School of Drama. Last year, the actors from the OU School of Drama participated in the finals of drama competition at the Kennedy Center in Washington and won almost as many awards as all the other finalists put together.

RESOLUTION NAMING THE SCHOOL OF DRAMA – NC**RESOLUTION**

WHEREAS, Tulsa civic leader and community volunteer Peggy Dow Helmerich and her husband, University of Oklahoma alumnus Walter Helmerich III, are among OU's most generous supporters;

WHEREAS, their gifts have created endowments in support of Bizzell Memorial Library, the Dean of Libraries, a special library garden and the School of Drama, as well as capital project contributions to the Wayman Tisdale Specialty Health Clinic in Tulsa, the Gaylord Family – Oklahoma Memorial Stadium, the Mary and Howard Lester Wing of the Fred Jones Jr. Museum of Art, and the renovation of Boyd House;

WHEREAS, Peggy Dow Helmerich has a special relationship with the OU School of Drama because of her early career as a Hollywood actress. In 1949, she signed a contract with Universal Studios and made her debut in the thriller "Undertow." Her most famous roles were as Nurse Kelly in the classic James Stewart farce "Harvey" and opposite Arthur Kennedy in the touching war drama "Bright Victory;"

WHEREAS, in the summer of 2005, when the OU School of Drama produced the play "Harvey," School of Drama Director Tom Huston Orr asked Mrs. Helmerich to visit with the cast of the play, and that visit led to a lasting connection between Mrs. Helmerich and students in OU's School of Drama;

WHEREAS, in 2006, Mrs. Helmerich made gifts totaling \$500,000 to create a Visiting Professorship in Drama and a Digital Video Editing and Camera Acting Studio;

WHEREAS, Mr. and Mrs. Helmerich have now contributed an additional \$2.5 million to a fund that will support up to 50 new scholarships for drama students each year, and an Endowed Enrichment Fund, which will provide funding for activities that enrich the educational experience of School of Drama students;

WHEREAS, through their generosity, Mr. and Mrs. Helmerich are making a profound and lasting impact on the School of Drama;

NOW THEREFORE BE IT RESOLVED that the Board of Regents of the University of Oklahoma expresses deepest appreciation to Walter and Peggy Helmerich and is honored to recognize their exceptional support and strong ties to the University with the naming of the school as the Peggy Dow Helmerich School of Drama.

President Boren recommended that the Board of Regents approve the resolution naming the School of Drama.

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

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:

HCA Health Services of Oklahoma, Inc.

OUHSC will provide a neonatal transport team. The team will assess, plan and execute care of infants, before, during and after transport, as well as provide technical and professional health care during transport and while in the Neonatal Intensive Care Unit. The Agreement was received and signed on July 15, 2011.

HCA Health Services of Oklahoma, Inc.

OUHSC will provide Adult Hospitalist and Intensivist duties. Primary responsibility will be to direct patient care. OUHSC will also provide supervision of residency staff and the residency practice. The Agreement was received and signed on June 30, 2011.

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

| | |
|---|-------------|
| HCA Health Services of Oklahoma, Inc. College of Medicine/Department of Pediatrics Term of Agreement 07/15/11 to 07/14/13 | \$2,729,220 |
|---|-------------|

| | |
|---|-------------|
| HCA Health Services of Oklahoma, Inc. College of Medicine/Department of Medicine Term of Agreement 07/01/11 to 06/30/12 | \$2,316,000 |
|---|-------------|

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

STEAM AND CHILLED WATER TUNNEL AND PIPING EXTENSION – HSC

In order to accommodate future increases in demand for utilities south of 8th Street, it is proposed that a capital project be approved and initiated to extend services via a utility tunnel designed to convey a 24-inch chilled water line and other smaller utilities such as steam and fiber optic cable for telecommunications. It is anticipated that the project would include construction of a secure vault on Health Sciences Center land south of 8th Street to accommodate future direct bury line connections. Construction of the utility tunnel and extension of the utility lines would also support future expansion of the plant as demand south of 8th Street continues to increase, as well as providing enhanced redundancy to existing systems. A preliminary estimate of total project cost is \$3,000,000, with funding from general University funds.

A committee was formed to interview and evaluate engineering firms under consideration to provide the required professional services. The interview committee was composed of the following:

Wilton Berry, Campus Architect-HSC, Chair
 Don Cail, Director of Operations
 James Dheanens, Manager of Steam and Chilled Water Plant
 Paul Manzelli, Assistant Vice President for Administration and Finance
 and Director Capital Planning and Projects
 Pete Ray, Assistant Director of Operations

Proposals to provide the needed professional services were received from ten firms. Based on these proposals and client references, four firms were selected by the interview committee for further evaluation. Interviews were conducted with each of the firms, and the committee ranked the firms as shown below. In accordance with Board of Regents policy, a five percent preference was given to in-state firms.

1. Frankfurt-Short-Bruza Associates, P.C., Oklahoma City, Oklahoma
2. C.H. Guernsey & Company, Oklahoma City, Oklahoma
3. Jacobs Engineering Group, Inc., Fort Worth, Texas
4. Crafton, Tull & Associates, Inc., Oklahoma City, Oklahoma

STEAM AND CHILLED WATER TUNNEL AND PIPING EXTENSION ENGINEERING FIRM EVALUATION SUMMARY

| | Frankfurt- Short-Bruza Associates, P.C. <u>Okla. City</u> | C.H. Guernsey & Company <u>Okla. City</u> | Jacobs Engineering Group, Inc. Fort Worth, <u>Texas</u> * | Crafton, Tull & Associates, Inc. <u>Okla. City</u> |
|---------------------------------|---|--|---|---|
| Acceptability of Design | 90 | 88 | 86 | 82 |
| Quality of Engineering | 90 | 84 | 90 | 82 |
| Adherence to Cost Limits | 40 | 42 | 41 | 39 |
| Adherence to Time Limits | 41 | 42 | 39 | 39 |
| Volume of Changes | 41 | 39 | 39 | 37 |
| Resources of the Firm | 45 | 41 | 40 | 37 |
| Total Points | <u>347</u> | <u>336</u> | <u>335</u> | <u>316</u> |
| Total Points with 5% Preference | 364 | 353 | NA* | 332 |

* Out-of-state firm

President Boren recommended the Board of Regents:

- I. Approve the Steam and Chilled Water Tunnel and Piping Extension project and the addition of the project to the Campus Master Plan of Capital Improvement Projects for the Health Sciences Center;
- II. Rank in the order presented above engineering firms under consideration to provide professional services for construction of a tunnel and piping to extend steam and chilled water service south of 8th Street;

III. Authorize the University administration to negotiate the terms of an agreement and a fee, starting with the highest-ranked firm; and

IV. Authorize the President or his designee to execute the consultant contract.

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

**STAFFING SERVICES FOR INFORMATION TECHNOLOGY PROJECTS – ALL
MANAGED PROGRAM FOR COPIER AND PRINT EQUIPMENT AND
SERVICES – ALL
ON-CALL ARCHITECTS AND ENGINEERS QUARTERLY REPORT – ALL
QUARTERLY REPORT OF PURCHASES – ALL
REGENTS’ FUND ANNUAL FINANCIAL REPORT – ALL
QUARTERLY FINANCIAL ANALYSIS – ALL
GENERAL REVENUE REFUNDING BONDS – NC
REPORT OF CERTAIN ACQUISITION CONTRACTS – NC**

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.

STAFFING SERVICES FOR INFORMATION TECHNOLOGY PROJECTS – ALL

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 external staffing services for various Information Technology (IT) projects for FY 2012, estimated to be \$2,000,000 for all university campus locations in Norman, Oklahoma City, and Tulsa. The staffing resources augment project team staff during large implementations of IT campus projects, adding consulting services for various upgrades and enhancements, and specialized support for other projects. This provides a cost effective method for procuring highly specialized skill sets on an “as needed” basis instead of maintaining full-time permanent staff. Examples of uses include specialized systems administration skills, advanced coding and design skills, and expertise in next generation applications such as data warehousing and portals.

The University issued a solicitation to ensure fair and competitive pricing, the ready availability of specialized skills, and terms and conditions addressing the University’s requirements. Each project will be evaluated on scope, skills required, time and costs.

Past and projected expenditures are:

| | 2012 Projected | 2011 Actual | 2010 Actual | 2009 Actual | 2008 Actual |
|------------------------|----------------|-------------|-------------|-------------|-------------|
| Norman Campus | \$1,400,000 | \$1,346,004 | \$1,038,742 | \$1,663,659 | \$361,924 |
| Health Sciences Center | \$600,000 | \$30,214 | \$128,952 | \$297,412 | \$356,695 |
| Total | \$2,000,000 | \$1,376,218 | \$1,167,694 | \$1,961,071 | \$718,619 |

In response to a competitive solicitation, the following firms responded, and were evaluated:

| | |
|---|-----------------------------|
| 22 nd Century Technologies, Inc. | Houston, Texas |
| Abbey Technology Resources, LLC | Tulsa |
| aegis USA | Greenwood Village, Colorado |
| AMC Systems Inc. | Oklahoma City |
| Ardent Technologies Inc. | Dayton, Ohio |
| AxHill, LLC | Roanoke, Virginia |
| Bahwan CyberTek, Inc. | Natick, Massachusetts |
| Berry, Dunn, McNeil, and Parker, LLC | Portland, Maine |
| BrainTrust Technology, LLC | Yukon |
| Citagus Software USA, Inc. | Duluth, Georgia |
| CNC Consulting, Inc. | Englewood, New Jersey |
| Delcom Group, LP | Lewisville, Texas |
| Dell Marketing, LP | Round Rock, Texas |
| E-Consulting, Inc. | Irving, Texas |
| Elizabeth Aebersold dba Wildcard Thinking | Austin, Texas |
| Employer Management Solutions dba EMS Consulting | Tampa, Florida |
| Engage Information, Inc. | Reston, Virginia |
| ePeople, LLC | Sewickley, Pennsylvania |
| FishNet Security | Kansas City, Missouri |
| GCOM Software, Inc. | Albany, New York |
| Gideon Taylor Consulting | Pleasant Grove, Utah |
| GovConnection, Inc. | Merrimack, New Hampshire |
| H&H Software Consulting, LP | Lindsay |
| HRU Technical Resources | Lansing, Michigan |
| HTC Global Services, Inc. | Troy, Michigan |
| Huron Consulting Services, LLC | Chicago, Illinois |
| IKON Office Solutions, Inc. | Oklahoma City |
| InfoPro Systems, Inc. | Naperville, Illinois |
| IBM | Leawood, Kansas |
| Io Consulting, Inc. | Santa Clarita, California |
| ISR Info Way, Inc. | Madison, Wisconsin |
| Kutir Corporation | Newark, California |
| LSG Solutions, LLC | Edmond |
| LSG Staffing, LLC | Edmond |
| Lumenate | Oklahoma City |
| NetworkCom Consulting, Inc. | Georgetown, Texas |
| ObjectWin Technology, Inc. | Houston, Texas |
| Oracle America, Inc. | Reston, Virginia |
| Perceptis, LLC | Greenville, South Carolina |
| Premier Staffing Source, Inc. | Lanham, Maryland |
| Presidio Networked Solutions, Inc. | Greenbelt, Maryland |
| Principal Technologies, Inc. | Oklahoma City |
| Pro Presenters, LLC | Norman |
| Professional Technology Integration, Inc. | Norcross, Georgia |
| R2W, Inc. | Tulsa |
| Richards & Associates | Highland, California |
| Robert Half International, Inc. | Oklahoma City |
| Satori Consulting, Inc. | White Plains, New York |
| Sheetz Innovations, LLC | Coralville, Iowa |
| TEK Systems, Inc. | Hanover, Maryland |
| Telco Supply Company | Sulphur |
| The Addison Group | Oklahoma City |
| The Cansler Group, LLC | Ooltewah, Tennessee |

The Wellspring Group, Inc.
 United Systems, Inc.
 WTC Consulting, Inc.
 York Enterprise Solutions/The Sheffield Group

Shelton, Connecticut
 Oklahoma City
 Los Angeles, California
 Westchester, Illinois

An evaluation team comprising the following individuals rated the responses.

Bryan Beavers, Business Administrator, Information Technology, HSC
 Allen Cook, Procurement Manager, Information Technology, Norman campus
 Matt Singleton, Director, External Relations, Information Technology,
 Norman Campus

The evaluation criteria were demonstration of specialized skills, available personnel resources for large projects and day-to-day operational support, project scheduling availability and cost.

The evaluation team determined all suppliers who were responsive to the specifications and terms and conditions of the RFP are eligible for project selection on an as-needed basis, and will represent best value to the University.

Funding for services will be identified on a project by project basis.

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

MANAGED PROGRAM FOR COPIER AND PRINT EQUIPMENT AND SERVICES – ALL

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.

This item provides the relevant information regarding the reportable contracts set forth below. The agreements provide the University copier and print equipment needs and support sustainability considerations by encouraging users to reduce paper consumption by increased usage of electronic transmission of information, enhancing capabilities for the recycling of various parts and consumables, and for the usage of materials that are not harmful to the environment.

The contracts are based on a previous competitive solicitation and will be the second renewal of a seven-year contract. Contracts were awarded to the following highest ranked respondents:

| | |
|---------------------|---------------|
| BMI Systems | Oklahoma City |
| Sooner Copy Machine | Norman |
| Standley Systems | Chickasha |
| Xerox Corporation | Oklahoma City |

FY11 actual expenditures are below:

| | |
|---------------------|-------------|
| BMI Systems | \$2,558,921 |
| Sooner Copy Machine | \$20,600 |
| Standley Systems | \$274,342 |

Funding has been identified, is available and budgeted within respective departmental operating budgets.

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

ON-CALL ARCHITECTS AND ENGINEERS QUARTERLY REPORT – ALL

In May 2004, the Board of Regents authorized a group of architectural and engineering firms to provide professional services required for small projects. The terms of service for all of these on-call consultants expired at June 30, 2009; however some professional services authorized prior to the expiration date are still underway. In May 2009, the Board authorized a new group of architectural and engineering firms to provide professional on-call services.

The work completed during the fourth quarter of fiscal year 2011 by on-call architectural and engineering firms in both groups is summarized below. A report listing the cumulative total of work performed in the fourth quarter of 2010-2011 is attached hereto as Exhibit J.

| <u>Firm Name</u> | <u>Date Initiated</u> | <u>Work Performed</u> | <u>Fee</u> |
|--|-----------------------|---|------------|
| For the Norman Campus: | | | |
| Cardinal Engineering, Inc. Norman | December 2, 2009 | Design Survey, Civil Engineering Design, Plans and Specifications (Facilities Management Shops Parking Lot) | \$ 45,991 |
| | March 16, 2011 | Topographic/Design Survey with Updated Boundary and Street Data (Jimmie Austin OU Golf Club and Golf Team Practice Facilities) | 35,000 |
| Cyntergy AEC Tulsa | June 2, 2011 | Design and Construction Documents (Hazardous Materials Management Center, Parapet and Roof Drainage) | 3,500 |
| Frankfurt-Short-Bruza Associates, P.C. Oklahoma City | March 7, 2011 | Construction Documents (Jacobson Faculty Hall, Faculty Senate Classroom Modernization) | 3,991 |
| Garver, LLC Norman | May 18, 2011 | Independent Fee Analysis (Max Westheimer Airport South Apron Reconstruction) | 800 |
| Kirkpatrick Forest Curtis PC Oklahoma City | April 13, 2011 | Structural Engineering (Sam Noble Oklahoma Museum of Natural History, Spacesaver Storage System) | 974 |
| | April 21, 2011 | Structural Engineering (Catlett Music Center, Sharp Hall) | 1,972 |
| Studio Architecture, PC Oklahoma City | June 17, 2009 | Design and Construction Documents (Physical Sciences Center, Lecture Hall 201 Renovation) | 97,200 |

| | | | |
|---|--------------------|--|--------|
| September 19, 2011 | | | 32760 |
| The McKinney Partnership Architects, P.C. Norman | April 19, 2007 | Rendered Concepts, Design, Construction Documents and Administration (University Research Campus Entry Signage) | 11,258 |
| For the Health Sciences Center, Oklahoma City: | | | |
| Kirkpatrick Forest Curtis PC Oklahoma City | January 4, 2010 | Structural Engineering (College of Pharmacy Cyclotron Annex) | 8,349 |
| Rees Associates, Inc. Oklahoma City | May 27, 2011 | Planning Study (Senior Wellness Center/ Department of Geriatrics Building) | 26,500 |
| Smith Roberts Baldischwiler, LLC Oklahoma City | November 17, 2010 | Civil Engineering and Surveying (Stonewall Parking Structure Upgrade and Repairs) | 3,000 |
| The Benham Companies, LLC Oklahoma City | April 5, 2010 | Design and Construction Documents (Food Services at OU Physicians) | 54,506 |
| ZRHD, P.C. Oklahoma City | September 29, 2010 | Mechanical and Electrical Engineering Design and Construction Documents (O'Donoghue-1, Pediatrics Molecular Lab) | 20,080 |
| For OU-Tulsa: | | | |
| Cyntergy AEC Tulsa | September 2, 2010 | Design, Construction Documents, Construction Administration (Schusterman Center Central Plant, Steam and Condensate Pipe Rerouting to Building 6) | 5,560 |
| | September 2, 2010 | Electrical Power Study (Schusterman Center Building 1, Rooms A107/109) | 7,210 |
| The Benham Companies, LLC Oklahoma City | July 16, 2009 | Environmental Engineering, Remediation Oversight, Document and Field Sampling (Wayman Tisdale Specialty Health Center) | 13,070 |
| Wallace Engineering – Structural Consultants, Inc. Tulsa | June 7, 2010 | Civil Engineering, Construction Drawings (Schusterman Center, Deduct Water Meters) | 2,400 |

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 K.

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

REGENTS' FUND ANNUAL FINANCIAL REPORT – ALL

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 year ended June 30, 2011. The summary and detailed charts and graphs are attached hereto as Exhibit L.

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

QUARTERLY FINANCIAL ANALYSIS – ALL

By request of the Board of Regents, the Quarterly Financial Analysis for the year ended June 30, 2011 is presented. The detailed information upon which the Executive Summary, attached hereto as Exhibit M, is based was distributed separately to the Regents prior to the September meeting.

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

GENERAL REVENUE REFUNDING BONDS – NC

At its March 2007 meeting, the Board of Regents authorized the administration to take advantage of favorable interest rate environments by issuing general, limited and special obligation bonds sufficient to refund all or a portion of its revenue specific bond issues. It was anticipated at that time that the contemplated refunding bonds would occur over multiple bond issues and years as sufficient economic savings, generally 2% to 3% on a net present value basis, could be realized. Doing so would provide both economic savings and the consolidation of debt security under a common University pledge for all outstanding bond issues.

During August 2011 business, pursuant to the Board of Regents March 2007 action, the administration issued General Revenue Refunding Bonds, Series 2011E and 2011F, for the sole purpose of refunding the Parking System Revenue Bonds, Series 2001 and Parking System Refunding Revenue Bonds, Series 2004. Doing so will save the Parking System \$2,816,000 over the life of the bonds. On a present value basis, Parking will realize savings of approximately \$2,197,000 or 9.79% of the refunded principal. The average coupon rate the Series 2011E (tax-exempt) and Series 2011F (taxable) Bonds are 3.16% and 1.46%, respectively.

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

REPORT OF CERTAIN ACQUISITION CONTRACTS – NC

Board of Regents' policy requires 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.

This item provides the relevant information regarding the following reportable contracts. The agreements support the University's Information Technology (IT) department by providing technology products and services for resale, mainly through the University's IT Store, to campus departments and personally to faculty, staff, and students. These contracts also support the K20 Center for Educational and Community Renewal; a United States Department of Education Star Schools research grant recipient. The Smart Technologies products provide online virtual learning environments to engage students in various selected state academic standards.

The audio visual (A/V) equipment contracts support Information Technology by establishing availability of Crestron and Panasonic A/V equipment, as-needed, for classrooms and conference rooms. Crestron is the campus standard for integration controls; Panasonic is the campus standard for A/V projection equipment. Campus building designs specify these products for consistency of operation and maintenance. The Information Technology A/V team is certified for these brands. The just-in-time contracts are based on a previous competitive solicitation and will be the third renewal of a five-year contract. The recommended contracts for renewal are listed below:

| Supplier | Product / Service | Campus | Begin Date | End Date | Estimated Expenditures | Selection Method |
|--|---------------------------------|--------|--------------|---------------|------------------------|------------------|
| GovConnection Inc. of Merrimack, New Hampshire | Information Technology products | NC | July 1, 2011 | June 30, 2012 | \$89,000 | Competitive |
| JL Hein dba Video Reality, Oklahoma City, OK | Smart Technologies products | NC | July 1, 2011 | June 30, 2012 | \$47,000 | Competitive |
| Mansfield Media Solutions, LLC, Austin, Texas | Panasonic audio visual products | NC | July 1, 2011 | June 30, 2012 | \$414,000 | Competitive |
| MicroAge, College Station, Texas | Smart Technologies products | NC | July 1, 2011 | June 30, 2012 | \$152,000 | Competitive |
| The Whitlock Group, Richmond, Virginia | Crestron audio visual products | NC | July 1, 2011 | June 30, 2012 | \$175,000 | Competitive |

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

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

PROPOSALS, CONTRACTS, AND GRANTS – ALL

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 2007 through 2011 and current month and year-to-date, are shown on the graphs and tables attached hereto as Exhibit N.

The Provisions 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.

| | FY10 Year-to-Date Expenditures | FY11 Year-to-Date Expenditures |
|------------------------------|--------------------------------------|--------------------------------------|
| UNIVERSITY OF OKLAHOMA | \$261,857,842 | \$288,901,754 |
| NORMAN CAMPUS | \$143,008,103 | \$151,509,741 |
| HEALTH SCIENCES CENTER | \$118,849,739 | \$137,392,013 |

President Boren recommended that the Board of Regents ratify the awards and/or modifications for May and June 2011 submitted with this Agenda Item.

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

FINE ARTS CENTER, RUPEL J. JONES THEATRE RENOVATION – NC

Since 1995 the Campus Master Plan of Capital Improvements for the Norman Campus has included a project for renovations in the Fine Arts Center and Rupel J. Jones Theatre. This project will include renovation of interior spaces and the supporting mechanical and electrical systems necessary for the continued use of the theatre. An architectural consultant is needed to assess the conditions of theatre stage rigging, stage lift, flooring, lighting, audio equipment, and curtains. In addition, theatre seating may be considered for replacement and other patron facilities may be renovated, as funding permits. The budget for the initial work is \$4,000,000.

A committee was formed to interview and evaluate architectural firms under consideration to assist in the assessment of existing conditions and make recommendations for improvements, and to assist in prioritizing upgrades and improvements. The selected firm will also provide full architectural and engineering services for the project(s) as identified. The interview committee was composed of the following:

David Nordyke, Assistant Director, Architectural and Engineering Services, Chair
 Stanley Berry, Architect, Facilities Management
 Mechelle Gibson, Assistant to the Senior Vice President and Provost
 Richard Taylor, Dean, Weitzenhoffer Family College of Fine Arts

Proposals to provide the needed professional services were received from 17 firms. Based on these proposals and client references, four firms were selected by the interview committee for further evaluation. Interviews were conducted with each of the firms, and the committee ranked the firms as shown below.

1. Kaighn Associates Architects, Inc.; Norman, OK
2. GSB, Inc.; Oklahoma City, OK
3. Triad Design Group; Oklahoma City, OK
4. C.H. Guernsey & Company; Oklahoma City, OK

FINE ARTS CENTER, RUPEL J. JONES THEATRE RENOVATION
 ARCHITECTURAL FIRM EVALUATION SUMMARY

| | <u>Kaighn Associates Architects, Inc.</u> Norman | <u>GSB, Inc.</u> Okla. City | <u>Triad Design Group</u> Okla. City | <u>C.H. Guernsey & Company</u> Okla. City |
|----------------------------------|---|--------------------------------|---|--|
| Acceptability of Design Services | 54 | 48 | 30 | 27 |
| Quality of Engineering | 54 | 42 | 36 | 33 |
| Adherence to Cost Limits | 17 | 16 | 16 | 16 |
| Adherence to Time Limits | 17 | 15 | 14 | 14 |
| Volume of Changes | 15 | 14 | 14 | 13 |
| Resources of the Firm | 17 | 15 | 12 | 15 |
| Total Points | <u>174</u> | <u>150</u> | <u>122</u> | <u>118</u> |

Funding is identified and will be provided from general revenue bond proceeds.

President Boren recommended the Board of Regents:

- I. Rank in the order presented above architectural firms under consideration to provide professional services for renovation and improvements needed for the Rupel J. Jones Theatre located in the Fine Arts Center;
- II. Authorize the University administration to negotiate the terms of an agreement and a fee, starting with the highest-ranked firm;
- III. Authorize the President or his designee to execute the consultant contract; and
- IV. 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 Stuart moved approval of the recommendation. The following voted yes on the motion: Regents Rainbolt-Forbes, Dunning, Clark, Stuart, Weitzenhoffer and Bennett. The Chair declared the motion unanimously approved.

MAX WESTHEIMER AIRPORT IMPROVEMENTS – NC

The Max Westheimer Airport Improvements project provides for a number of improvements needed to support continued maintenance and development at the Max Westheimer Airport. At the May 2011 meeting, the Board of Regents approved the current project as a part of the Campus Master Plan of Capital Improvements Projects for the Norman Campus. Airport improvements include a variety of project types and are slated for possible construction within the five-year period October 1, 2011 through September 30, 2016. It is anticipated that the total cost for all work that may be accomplished is in the range of \$15,000,000 to \$17,000,000, with funding provided from a combination of Federal Aviation Administration and Oklahoma Aeronautics Commission grants and University auxiliary funds. Identified airport improvements will be undertaken as funding becomes available.

The anticipated work includes the following: (1) construct and light new (west) taxiway; (2) rehabilitate any and all airport pavements to include runways, taxiways, taxi-lanes, aprons and ramp areas (3) construct new air traffic control tower; (4) install aircraft wash rack; (5) upgrade security camera system; (6) infrastructure development for north and/or south airport property; (7) update the airport master plan; (8) update the airport layout drawing; (9) expand Terminal Building parking; (10) reconstruct fuel lane and taxi lane adjacent to South Ramp; (11) improve drainage; and (12) install/replace runway/taxiway lights and signs as necessary. As individual project elements are funded, the selected engineering consultant will be authorized to provide the professional services required to provide detailed design, construction documents, and construction administration services.

A committee was formed to interview and evaluate engineering firms to provide the required professional services. The interview committee was composed of the following:

Jeffrey Schmitt, Construction Administrator, Architectural and Engineering Services,
Chair
William Forester, Assistant Director, Architectural and Engineering Services
Michael Montgomery, Director, Risk Management
Walt Strong, Max Westheimer Airport Administrator
Martin VanGundy, Staff Engineer, Facilities Management

Proposals to provide the needed professional services for the projects were received from 11 engineering firms. Three firms were selected by the interview committee for further evaluation. A detailed review and interview was conducted with each of the three firms, and the firms were rated from highest to lowest as follows.

1. Garver, LLC, Norman, Oklahoma
2. H. W. Lochner, BWR Division, Oklahoma City, Oklahoma
3. C. H. Guernsey & Co., Oklahoma City, Oklahoma

MAX WESTHEIMER AIRPORT IMPROVEMENTS ENGINEERING FIRM EVALUATION SUMMARY

| | Garver, LLC <u>Norman</u> | H. W. Lochner, BWR Division <u>Okla. City</u> | C. H. Guernsey & Co. <u>Okla. City</u> |
|---|------------------------------|---|--|
| Acceptability of Engineering Services | 73 | 63 | 57 |
| Quality of Other Professional Services | 72 | 66 | 51 |
| Adherence to Cost Limits | 22 | 22 | 21 |
| Adherence to Time Limits | 22 | 22 | 20 |
| Volume of Changes | 23 | 21 | 19 |
| Resources of the Firm | 23 | 22 | 18 |
| Total | <u>235</u> | <u>216</u> | <u>186</u> |

President Boren recommended the Board of Regents:

- I. Rank in the order presented above engineering firms under consideration to provide professional services required for Max Westheimer Airport improvements;
- II. Authorize the University administration to negotiate the terms of a master agreement and subsequent specific project agreements and fees with the highest-ranked firm; and
- III. Authorize the President or his designee to execute the consultant contract.

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

HESTER HALL RENOVATION FOR COLLEGE OF INTERNATIONAL STUDIES – NC

Since 2003, the Hester Hall Renovation project has been approved as a part of each annual update of the Campus Master Plan of Capital Improvement Projects for the Norman Campus. At the September 2005 meeting, the Board of Regents ranked Bockus Payne Associates Architects of Oklahoma City first among firms considered for providing professional architectural and engineering services for the project. Previous renovation work in Hester Hall

was completed in 2007. This work included renovation of space for the international studies program and renovation of the old bookstore area to provide swing space during renovation of Science Hall, including a new roof over this area of the building.

Project design is currently underway to renovate space for a number of international programs and offices: the International Programs Center; International & Area Studies; Education Abroad; International Student Services; and administrative offices. This project will also provide needed updates to the life safety and HVAC systems; renovate existing and add new restrooms; improve accessibility, including installation of a new elevator; and improve the appearance of the exterior.

A request for qualifications was sent to the firms that are currently registered with the Construction and Properties Division of the State of Oklahoma Department of Central Services as providers of at-risk construction management services. A committee was formed to evaluate the responses received from 14 firms. The committee was composed of the following:

Dennis Glover, Staff Architect, Architectural and Engineering Services, Chair
 Brian Ellis, Director, Facilities Management
 William Forester, Assistant Director, Architectural and Engineering Services
 Zachariah Messitte, Vice Provost and Dean of the College of International Studies

Based on these proposals and client references, three firms were selected by the interview committee for further evaluation. Interviews were conducted with each of the firms, and the committee evaluated and rated the firms and ranked them as shown below. In accordance with Board of Regents policy, a five percent preference was given to in-state firms.

1. Manhattan Construction Co., Oklahoma City, Oklahoma
2. Timberlake Construction Company, Inc., Oklahoma City, Oklahoma
3. Harrison Walker & Harper, Paris, Texas

HESTER HALL RENOVATION FOR COLLEGE OF INTERNATIONAL STUDIES CONSTRUCTION MANAGEMENT FIRM EVALUATION SUMMARY

| | Manhattan Construction Co. <u>Okla. City</u> | Timberlake Construction Company, Inc. <u>Okla. City</u> | Harrison Walker & Harper <u>Paris, TX *</u> |
|---|---|--|--|
| Experience with Similar Projects | 114 | 99 | 108 |
| Quality of Pre-Construction Services | 74 | 66 | 68 |
| Quality of Construction Phase Services | 111 | 102 | 102 |
| Resources of the Firm | 39 | 33 | 33 |
| Total Points | <u>338</u> | <u>300</u> | <u>311</u> |
| Total Points with 5% Preference | 355 | 315 | NA* |

* Out-of-state firm

The current project budget is \$6,000,000, with funding identified and to be provided from general revenue bond proceeds.

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

UNIVERSITY OF OKLAHOMA LIBRARY DEAN SEARCH – NC

Upon the announcement of Dean Sul Lee's intention to retire from the University on June 30, 2012, the President and Senior Vice President & Provost have deliberated and decided to conduct a nationally advertised search for the next Dean of University Libraries and holder of the Peggy V. Helmerich Chair. 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 college, by the faculty senate, and the staff senate.

Because of the unique nature of this deanship, a wide group of constituents from the Norman Campus including OU IT and OU-Tulsa staff were included on the recommended committee. From among those nominated the President recommends those listed below to serve on the search committee for Dean of University Libraries:

Chair:

Nancy L. Mergler, Senior Vice President & Provost

University Libraries Faculty & Professional Staff:

Karen Rupp-Serrano, Associate Professor, Director of Collection Development & Scholarly Communication
Lina Ortega, Associate Professor, Reference Department
Janet Croft, Associate Professor, Access Services Department
Kerry Magruder, Associate Professor, Curator of History of Science Collections
Rhonda Cannon, Associate Dean of Libraries for Finance, Administration & Human Resources
John Lovett, Director of Special Collections, Curator of Western History Collections
Starla Doescher, Librarian III, Acquisitions

OU NC Faculty Senate Representative:

Cecelia Brown, Director & Professor, School of Library & Information Studies

Norman Campus Faculty at large:

Kyle Harper, Assistant Professor, Classics & Letter; Director of Institute for the American Constitutional Heritage, University Libraries Committee
Darin Fox, Professor, Law; Director of OU Law Library

OU Tulsa Representative:

Stewart Brower, Director, OU Schusterman Library, Tulsa

Other OU Representatives:

Loretta Early, Interim Vice President & Chief Information Officer
Joseph Castiglione, Vice President for Intercollegiate Athletics & Athletic Director

Student representative:

Eddie Shimp, Senior honors student from McAlester, Oklahoma majoring in Chemical Engineering and member of the Student Advisory Council, University Libraries

Alison Ames, graduate student from Tulsa, Oklahoma pursuing the 5-year Architecture degree, and member of the Student Advisory Council, University Libraries

External Constituent:

James F. Davis, Past President, Bizzell Library Society

President Boren recommended the Board of Regents approve the appointment of the members of the University Libraries Dean Search Committee.

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

AIR HANDLING EQUIPMENT FOR THE OKLAHOMA MEMORIAL UNION – NC

The air handling equipment located in the north section of the Oklahoma Memorial Union (OMU) has reached the end of its useful life and has become unreliable to the point that repeated repairs and service are frequent and costly.

At its March 2011 meeting the Board authorized University's Administration to submit a request to the Governor, the Speaker of the House of Representatives, and the President Pro Tempore of the State Senate seeking approval to issue general, limited and special obligation bonds in support of academic, research, and infrastructure projects, of which the OMU ventilation replacement / renovation is one.

By this agenda item, University's Administration requests authorization to compete, negotiate, and award contracts for the replacement equipment and associated installation, testing, and commissioning services.

Because of the lead time required – to develop the specifications for the equipment, then to execute the University's process for competition, negotiation, and award – so that the equipment replacement and renovation can be completed prior to February 2012, the requested authorization is submitted in this form at this time, with the requirement that the results are to be reported back to the Board at the earliest opportunity.

Funding is identified and will be provided from general revenue bond proceeds.

President Boren recommended the Board of Regents:

- I. Authorize the President or his designee to compete, negotiate, and award contracts as necessary, in an estimated overall amount of \$1,300,000, to suppliers representing best value, for the replacement / renovation of ventilation facilities within the Oklahoma Memorial Union, and to report back to the Board the results at the earliest opportunity; and

- II. Recognize and acknowledge that the University may incur certain costs relative to the above project prior to receipt of bond proceeds and, to the extent the University utilizes its own funds for said costs, it is intended that bond proceeds will be utilized to reimburse the University.

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

PROCUREMENT MARKETPLACE – NC

A recurring recommendation coming out of recent management studies of higher education institutions across the country is for colleges and universities to bring more of their expenditures for products and services under stronger management. This especially concerns “small dollar” purchases (below a specified dollar limit; they bypass an institution’s Purchasing office). These “undisciplined purchases” often result in widely disparate pricing and in the proliferation of suppliers in an institution’s database. They can also expose an institution to contractual terms and conditions to which it otherwise would not agree.

The most effective solution available is an “Amazon.com”-type marketplace that easily and efficiently directs these departmental expenditures to contracts already competed, negotiated, and awarded by the institution.

SciQuest, Inc. of Cary, North Carolina (SciQuest), is the leading supplier of this type of marketplace in the higher education arena. Oklahoma State University and the Oklahoma Medical Research Foundation have recently licensed SciQuest. Among the numerous SciQuest users across the country are Yale University, Stanford University, Arizona State University, University of Virginia, Penn State University, and University of Notre Dame.

In July, 2011, the Western States Contract Alliance (WSCA) concluded a competitive solicitation – upon which the University of Oklahoma can rely – for this kind of capability. The award went to SciQuest. Estimated contract costs are as follows and are subject to the standard provision that the contract may be terminated should funding become unavailable.

| | |
|--|-------------|
| Yearly (one-year with four annual renewal options) | \$283,710 |
| One-time implementation | \$780,600 |
| Total five-year estimate | \$2,199,150 |

Cost savings and process efficiencies are planned outcomes of the implementation. Annual savings – from improved pricing – are conservatively estimated at \$200,000 in the beginning, to \$2 million in later years. SciQuest will enable faster requisition-to-payment cycles and will provide more complete and uniform electronic audit trails of purchases.

SciQuest integrates smoothly with the Norman Campus enterprise resource planning system, Oracle/PeopleSoft (implementation for the Health Sciences Center may be considered later, since the two campuses operate, on separate platforms, different instances of the system).

Funding is identified, available and budgeted within Purchasing and Property Control operating accounts.

President Boren recommended the Board of Regents authorize the President or his designee to negotiate and award a contract in amounts not to exceed those set forth above, to SciQuest, Inc. of Cary, North Carolina, the best value bidder based on a competitive solicitation conducted by the Western States Contracting Alliance, for the acquisition, installation, and implementation of a procurement electronic marketplace.

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

REFUSE VEHICLE – NC

The Facilities Management Refuse and Recycling Department is in need of a new refuse truck to provide services to the Norman campus. The vehicle will replace an older truck in the existing fleet that is becoming more difficult to maintain due to parts unavailability and expense. The refuse vehicles are in constant use providing daily service to the Norman campus.

In response to a competitive solicitation, the following firms responded:

| | |
|--|-----------------|
| Bond Equipment Company, Inc. | Dallas, Texas |
| Crane Carrier Company | Tulsa |
| McNeilus Truck and Manufacturing Company | Hutchins, Texas |

The evaluation committee comprised the following individuals:

Greg Brezinski, Refuse and Recycling Supervisor, Facilities Management
 Brad Larson, Senior Buyer, Purchasing Department
 Sue-Anna Miller, Assistant Director, Facilities Management

The evaluation criteria were meeting specifications, and price.

The results of the evaluation were as follows:

| Supplier | Met specifications | Cost |
|--|--------------------|-----------|
| Crane Carrier Company | Yes | \$271,422 |
| Bond Equipment Company, Inc. | Yes | \$276,722 |
| McNeilus Truck and Manufacturing Company | Yes | \$278,177 |

The evaluation team determined to award to Crane Carrier Company, of Tulsa, the low bidder, and represents best value to the University.

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

President Boren recommended the Board of Regents authorize the President or his designee to issue a purchase order in the amount of \$271,422, to Crane Carrier Company, of Tulsa, the low bidder, for a refuse vehicle.

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

AIR CHARTER SERVICE FOR 2011-2012 BASKETBALL SEASON – NC

Each school year, the Athletics Department requires air charter services to transport student athletes on the basketball teams to various away-game venues. Air charter services will be needed for eight men's games, and nine women's games. Ensuring the safety of all student athletes is the most important consideration. Reliable equipment, consistent service, and qualified pilots are necessary requirements for these trips. University staff members experienced with travel concur equipment availability and the ability to work directly with the service provider as well as the reliability, accountability, and dependability of service from the scheduled commercial carriers are significantly preferred and exceed that provided by other carriers that provide air charter services.

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

| | |
|--|-------------------------|
| AirFax, Inc. | Cumming, Georgia |
| Continental Airlines | Houston, Texas |
| Delta Airlines | Atlanta, Georgia |
| Premier Charter Network, Inc. | Castle Rock, Colorado |
| Private Jet Services Group | Seabrook, New Hampshire |
| Short's Travel Management Charters, Inc. | Waterloo, Iowa |

The evaluation committee comprised the following individuals:

Tim McCleary, Director of Business Operations, Athletic Department
 Larry Naifeh, Executive Associate Director, Athletic Department
 Craig Sisco, Manager, Purchasing

Evaluation criteria were meeting aircraft specifications, service, reliability, cost and safety considerations, and ability to meet travel schedules. Safety considerations included the age of the aircraft, FAA certifications, operations and maintenance information.

The results of the evaluation were as follows:

| Vendor | Meets Aircraft Specifications | Service and Reliability | Meets Safety Considerations | Cost Women's | Cost Men's | Total Cost |
|-------------------------------|--|-------------------------|-----------------------------|--------------|------------|-------------|
| AirFax, Inc. | X *Carrier – Allegiant Air; Aircraft – MD-83 | X | X | \$663,900 | \$630,800 | \$1,294,700 |
| Continental Airlines | X *Carrier – Continental; Aircraft – EMB-145 and 737-500 | X | X | \$357,829 | \$381,313 | \$739,142 |
| Delta Airlines | X *Carrier – Delta; Aircraft – A319, A320, CRJ-200 | X | X | \$394,520 | \$374,890 | \$769,410 |
| Premier Charter Network, Inc. | X *Carrier – Frontier; Aircraft – E-190 | X | X | \$573,150 | \$507,750 | \$1,819,310 |

| | | | | | | |
|----------------------------|---|--|---|-----------|-------------|-------------|
| Private Jet Services Group | X Carrier – USA Jet; Aircraft – DC-9 | | X | \$0.00 | **\$158,950 | **\$158,950 |
| Short's Travel Management | X Carrier – Ameristar; Aircraft – MD83 and 737 | | X | \$360,500 | \$365,500 | \$726,000 |

*Carriers and their aircraft provide regular scheduled commercial passenger service.

** Incomplete Response.

The committee recommended award to Continental Airlines, of Houston, Texas, as representing the safest air transportation and best value to the University. Significant factors in the evaluation included type and age of aircraft to be provided, availability of quality backup aircraft, and previous satisfactory service. A final safety review of the specific aircraft and operator will be conducted prior to final award of contract.

Funding has been identified, is available and set aside within the Athletics Department operating account.

President Boren recommended the Board of Regents:

- I. Authorize the President or his designee to award a contract in the amount of \$739,142 to Continental Airlines, of Houston, Texas, to provide air charter services to the University of Oklahoma men's and women's basketball teams for the 2011-2012 season; and
- II. Authorize the President or his designee to negotiate and execute, subject to Legal Counsel review, final agreements for all specific aircraft and related safety terms and conditions.

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

AMENDMENT TO REGENTS' POLICY ON BUYING AND SELLING GOODS AND SERVICES – ALL

Section 4.11 of the Regents' Policy Manual For The University Of Oklahoma governs the buying and selling of goods and services. Two significant additions to this section are needed.

The first addition deals with the imminent implementation of the University's electronic marketplace. In order to facilitate the bringing of more University spend under management, a policy is needed that allows University departments to purchase up to \$50,000 per transaction if such purchases are made against a contract maintained in the University's electronic marketplace. Because such contracts are competitively solicited, negotiated, and awarded in accordance with Regents' policy, the higher dollar threshold is justified, reasonable, and harmonious with other dollar limits and thresholds cited within this Section. Spend detail is captured and stored in the electronic marketplace's database and can be reported effectively and efficiently.

The second addition addresses the absence of policy related to the selling or disposal of University property that is appropriately declared as excess or obsolete. The added policy emphasizes that any such selling or disposing must comply with governing laws and regulations. It authorizes the Vice Presidents for Administration & Finance to establish for the respective campuses the related supporting policies and procedures for compliance.

Other minor, technical, or scrivener-type corrections or amendments were identified and incorporated, substantially to update policy language to agree with actual practice. A copy of the policy with the recommended changes noted is attached hereto as Exhibit O.

President Boren recommended the Board of Regents review and approve the additions and amendments to the Regents' Policy Manual, presented above.

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

REVISION TO STUDENT ALCOHOL POLICY – NC

Board of Regents Policy 3.1.11, Prevention of Alcohol Abuse and Drug Use On Campus and In The Workplace, includes the University's Student Alcohol Policy, Three Strikes Policy and associated Sanctions. Taken together, these policies form the University's Alcohol Policy and enforcement mechanisms. Proposed revisions to Board policy include (a copy of the policy with the proposed revisions is attached hereto as Exhibit P):

- Modification of language articulating the University's commitment to student health and safety to strengthen language mandating the University not utilize information that a student sought or accessed medical or mental health treatment or the SafeRide program as a basis upon which to initiate or advance a disciplinary proceeding;
- Modification of language articulating the Deferred Strike procedure for individuals to clarify the difference between a Deferred Strike, an automatic Strike deferral applicable to some minor alcohol offenses that keeps the Strike off a student's record, and Strike Removal, which allows discretionary removal of a Strike from a student's record after it has already been issued;
- Addition of a mechanism for Organizational Strike removal, which mirrors the Individual Strike Removal Policy;
- Harmonization of terminology used throughout the Policy and in the Student Rights and Responsibilities Code (e.g. harmonization of terms "violation" and "offense," replacing "Student Code" references with "Student Rights and Responsibilities Code" to reflect title of new student code document); and
- Typographical and grammatical modifications.

President Boren recommended the Board of Regents approve the proposed changes to the Board of Regents Student Alcohol Policy and Three Strikes Policy, as noted above.

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

UNIVERSITY OF OKLAHOMA POLICY REVISIONS RELATED TO SEXUAL ASSAULT – NC

Implementation of the recommendations and guidance of the Committee and OCR requires changes to University policies and procedures, including creation of a policy specifically addressing sexual misconduct, changes to the student code on the Norman campus, implementation of a student code on the Oklahoma City Health Sciences Center (“HSC”) campus and Tulsa campus, revision of hearing procedures on the Norman, HSC and Tulsa campuses, and changes to the faculty and staff handbooks. An overview of the major changes follows, with a complete copy attached hereto as Exhibit Q:

1. Creation of Sexual Assault, Discrimination and Harassment Policy – Currently, the University’s policies address sexual misconduct in various places. To best implement the recommendations of the Committee, President Boren recommends separating sexual misconduct from other nondiscrimination policies and creating a separate Sexual Assault, Discrimination and Harassment Policy. This will allow a single policy – applicable across all campuses -- to address sexual misconduct, separate and apart from the other nondiscrimination policies administered through the University’s Office of Equal Opportunity.
 - a. The Sexual Assault, Discrimination and Harassment Policy changes include the creation of a new Sexual Misconduct Officer dedicated to the investigation of sexual assault incidents. The title of the new position clarifies the office’s investigative responsibility, reflects that the person will be specially trained, and the position will be located in an accessible, safe, private area to encourage reporting.
 - b. The Sexual Assault, Discrimination and Harassment Policy adopts revised definitions recommended by the Committee and ensures a base level of facts to support the bringing of a sexual misconduct charge before proceeding and implements a 365-day window for reporting assaults.
 - c. Future revisions both to the Nondiscrimination Policy and the Sexual Assault, Discrimination and Harassment Policy may be made automatically to comply with applicable federal, state, local law and applicable guidance.
 - d. Implementation of a University-wide education and training program in-person for law enforcement, the Sexual Assault Response Team, resident advisors and others as appropriate as well as on-line training for all faculty, staff and students.

2. Restructuring of the Norman Campus Student Code – The Committee expressed a strong desire to have a simplified, transparent process to address sexual and other misconduct. The Committee desired the process be less intimidating to encourage increased reporting and participation in the process. To best implement the Committee’s recommendation, President Boren recommends restructuring the current code into three parts: (a) a student handbook, (b) a rights and responsibilities code, and (c) a procedural code that will increase accessibility and transparency.
 - a. Administrative and informative items not related to misconduct existing in the current student code will be relocated to the Student Handbook. Certain provisions removed from the original student code are Regents Policy and will be moved to the Student Handbook, See Appendix F. The University Vice President for Student Affairs will periodically convene an advisory committee with student input to determine if the information in the Student Handbook needs further revision.
 - b. The proposed Student Rights and Responsibilities Code is streamlined and (1) includes student rights, (2) describes the content of the Sexual Assault, Discrimination and Harassment Policy and other University policies (e.g. alcohol policy, computer use policy, etc.) with specific cross-references to ensure continuity, (3) proscribes the range of potential penalties, and (4)

- includes a provision for periodic revision, including student participation to ensure the code remains pertinent to student needs, and for implementing changes in applicable law/policy (e.g. recent OCR guidance).
- c. The proposed separate Student Procedure greatly simplifies the current multiple panel system of student misconduct hearings into a simple hearing and appeal process. The hearing panels will have specific procedures applicable to sexual misconduct hearings and specialty training will be provided. The proposed Student Procedure now generally limits involvement of outside advisors/attorneys to further the Committee's recommendation of making the process less intimidating to report and pursue charges and to minimize potential interference with separate criminal proceedings.
3. Adoption of Code and Procedure for the Health Sciences Center and Tulsa Campuses – In order to ensure consistency of policy and procedure across all campuses, the administration recommends adoption of the Rights and Responsibilities Code in 2.b. above and the Student Procedure in 2.c. for application across all University of Oklahoma Campuses. The code and procedure have been drafted to recognize the unique nature of professional schools and should be utilized to ensure consistent treatment of student misconduct across campuses.
 4. Consistency of the Faculty Handbooks and Regents' Policy Manual – Unlike the University's Staff Handbook, which automatically updates when Regent Policy changes, the Faculty Handbook on the Norman campus currently requires specific action to update it, regardless of whether the policy changes are faculty specific. Accordingly, certain changes are necessary in both the Norman campus and Health Sciences Center campus faculty handbooks to implement the Committee's recommendations and OCR guidance as well as ensuring consistency with policies generally applicable to all employees adopted by the Board of Regents in revising the Staff Handbook at the Regents' June 2011.

The Committee's recommendations were reviewed and adopted with assistance from the Equal Opportunity Office staff, Student Affairs, and Legal Counsel. The necessary revisions to the applicable policies are noted on the attached appendices: Appendix A, Equal Opportunity Policies; Appendix B, Student Code Restructuring; Appendix C, Norman Faculty Handbook Revisions; Appendix D, HSC Faculty Handbook Revisions; Appendix E, Regents' Policy Manual, and Appendix F, Student Handbook.

President Boren recommended the Board of Regents adopt the attached changes to and/or creation of the following policies in order to implement recommendations made by the President's Sexual Misconduct Policy Advisory Committee ("Committee"), to make the policies consistent with changes suggested by the U.S. Department of Education, Office of Civil Rights ("OCR") and make policies consistent with changes approved by the Board at the June 2011 meeting.

- I. Creation of a University-wide Sexual Assault, Discrimination and Harassment Policy, separate from other nondiscrimination policies administered by the University's Office of Equal Opportunity, and attendant changes necessary to implement same;
- II. Restructuring of the Norman Campus Student Code, separating components into the Norman Campus Student Handbook (approving the retention of those items noted in Appendix F into a Student Handbook), a simplified Rights and Responsibilities Code, and Student Conduct Procedures in order to make the process easier to understand and less intimidating for students;

- III. Adoption of the Rights and Responsibilities Code and Student Conduct Procedures to be applicable to the Health Sciences Center and Tulsa campuses;
- IV. Authorize amendment to the Norman and Health Sciences Center Faculty Handbooks and Regents' Policy Manual to reflect the revised policies recommended by the Committee and as previously adopted at the June 2011 Board meeting.

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

RENEWAL OF HEALTH AND DENTAL INSURANCE CONTRACTS – ALL

By this action, University Administration requests the Board's authorization to renew the contracts discussed below beyond their original termination dates. By the University's standard practice, the contracts were otherwise due for re-solicitation. However, because of the unique nature of health care coverage and the personal inconvenience issues connected with changes in carriers, University Administration negotiated significantly favorable results relative to the contracts currently in place, as described below.

At the June 2008 meeting, the Board of Regents awarded contracts to Blue Cross Blue Shield of Oklahoma (BCBS) for health insurance coverage and to Delta Dental of Oklahoma for dental insurance coverage for active employees and retirees. The contracts were for one year beginning January 1, 2009 with the option to renew for two additional one-year periods. As a result of the referenced negotiations there will be an overall reduction in health insurance premiums of 1.81% for 2012. Negotiated BCBS rates for 2012 are shown in the attachments. The overall decrease in University contributions for active employees is 2.30%, though individual increases for employees vary depending on plan, salary tier, and dependent coverage elections. The University's Traditional Indemnity Plan for Medicare eligible retirees will decrease by 18.34% substantially because costs for the Medicare Part D (pharmacy) portion of the program decreased 10.47%

At the September 2008 meeting, the Board of Regents awarded a contract to CommunityCare of Oklahoma for HMO health insurance coverage for Tulsa-area employees due to a gap in network coverage for the BCBS HMO in the Tulsa area. The contract was for one year beginning January 1, 2009 with the option to renew for two additional one-year periods. Currently the University is in its final contract year with CommunityCare. Negotiated rates with CommunityCare for 2012 will remain flat and are shown in the charts attached hereto as Exhibit R.

Negotiated Delta Dental rates for 2012 are shown in the attachments. The increase in premiums is 6% for active employees and retirees, which is less than the 10% cap approved in 2008.

The University's contribution strategy for health and dental insurance for 2012 remains unchanged.

President Boren recommended the Board of Regents authorize:

- I. Additional renewal of the contract with BlueCross BlueShield of Oklahoma, of Tulsa for 2012;
- II. Additional renewal of the contract with CommunityCare of Oklahoma, of Tulsa for 2012; and

III. Additional renewal of the contract with Delta Dental Plans of Oklahoma, of Oklahoma City for 2012.

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

EASEMENT FOR OKLAHOMA GAS AND ELECTRIC COMPANY – NC

OG&E has requested an easement on University of Oklahoma property at 2101 West Tecumseh Road, located northeast of the intersection of U.S Highway 77 and Tecumseh Road. The University's building at this location houses Printing Services, Property Control, OU Libraries' storage, and the American Organ Institute shop.

The electrical service equipment to be installed in this easement will connect the line serving the University's building with new electrical service to be installed on property directly north of the University property. The new electrical line will serve other planned buildings in the vicinity, and in combination of new equipment installed in the easement will allow the University's building to be served from either of two incoming lines, thus reducing the risk of sustained power outages. An existing easement located at a diagonal to the requested easement will be abandoned by OG&E, thus returning this parcel to the University unencumbered.

The Board is requested to approve the granting of an easement to OG&E as described below. A drawing depicting the easement location is attached hereto as Exhibit S.

An Easement located in Lot One (1) Block One (1) of the AMENDED FINAL PLAT OF TECUMSEH ROAD BUSINESS PARK SECTION 1, an addition to the City of Norman, Cleveland County, Oklahoma, Section 12, Township 9 North, Range 3 West, written by Timothy G. Pollard, PLS 1474, on June 20, 2011, using said Plat as a Basis of Bearing, said Plat recorded in Book 18 at Page 56, dated April 21, 1999, of the Cleveland County Clerk's records, and said easement described as being Ten (10) feet in width, Five (5) each side of a centerline described as:

COMMENCING at the Northeast corner of said Lot 1, Block 1;

Thence N89°40'17"W, on the North line of said Lot 1, for a distance of 351.82 feet to the POINT OF BEGINNING;

Thence S02°06'55"W, on said centerline, for a distance of 92.29 feet to the POINT OF TERMINATION.

President Boren recommended the Board of Regents:

- I. Approve the granting of the above described public utility easement to Oklahoma Gas and Electric Company (OG&E) to allow connection of area electrical service in the vicinity of University property at 2101 West Tecumseh Road in Norman; and,
- II. Authorize the President or his designee to execute the easement document.

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

ACADEMIC PERSONNEL ACTIONS – ALLHealth Sciences Center

LEAVE(S) OF ABSENCE:

Chung, Kyung Won, David Ross Boyd Professor and Vice Chair of Cell Biology, leave of absence with pay extended, July 1, 2011 through July 14, 2011; leave of absence with pay, July 15, 2011 through August 3, 2011; return from leave of absence with pay, August 4, 2011.

Clyde Jr., Gerard A., Adjunct Assistant Professor of Occupational and Environmental Health, return from leave of absence with pay, June 1, 2011.

Conway, Susan Elaine, Associate Professor of Pharmacy Clinical and Administrative Sciences, return from leave of absence with pay, July 15, 2011.

Fitzgibbon, Michael R., Associate in Anesthesiology, leave of absence without pay, May 16, 2011 through June 30, 2011; leave of absence without pay extended, July 1, 2011 through September 1, 2011.

Johnson, Vanessa Althea, Assistant Professor of Nursing, Tulsa, medical leave of absence with pay, August 15, 2011 through December 15, 2011.

Johnston, Jessica Jean, Associate in Anesthesiology, leave of absence with pay, July 25, 2011 through October 17, 2011.

Lovelace, Cathy Diane, Instructor in Nursing, Tulsa, military leave of absence with pay, May 6, 2011 through June 19, 2011; military leave of absence without pay, June 20, 2011 through June 1, 2012.

SABBATICAL LEAVE OF ABSENCE(S):

Eichner, June E., Professor of Biostatistics and Epidemiology, sabbatical leave of absence with full pay, February 1, 2012 through August 1, 2012. Will work with the Centers for Disease Control and Prevention (CDC) in the Division of Health Studies on cancer epidemiology, biomarker studies, and prevention research. Will also attend classes and workshops presented by experts in the field which will be useful in working with the Oklahoma Department of Mental Health and Substance Abuse Services. Faculty Appointment: 08/01/1991. No previous leaves taken. Teaching responsibilities will be covered by other faculty.

NEW APPOINTMENT(S):

Arthurs, Darrel Ray, Instructor in Dermatology, annualized rate of \$65,000 for 12 months (\$5,416.67 per month), July 11, 2011 through June 30, 2012.

Awab, Ahmed, M.D., Assistant Professor of Medicine, annualized rate of \$205,000 for 12 months (\$17,083.33 per month), July 1, 2011 through June 30, 2012. New consecutive term appointment. University base \$60,000.

Bratzler, Dale W., D.O., Professor of Health Administration and Policy, and Associate Dean, College of Public Health, annualized rate of \$137,000 for 12 months (\$11,416.67 per month), June 13, 2011 through June 30, 2012. New tenure track appointment. Includes an administrative supplement of \$15,000 while serving as Associate Dean, College of Public Health.

Bui, Phi Yen, M.D., Clinical Assistant Professor of Pediatrics, annualized rate of \$65,000 for 12 months (\$5,416.67 per month), July 1, 2011 through June 30, 2012. Changing from Resident to Faculty.

Campbell, Keri Suzanne, D.O., Assistant Professor of Radiological Sciences, annualized rate of \$60,000 for 12 months (\$5,000.00 per month), September 1, 2011 through June 30, 2012. New consecutive term appointment.

Chaaban, Hala, M.D., Assistant Professor of Pediatrics, annualized rate of \$75,000 for 12 months (\$6,250.00 per month), September 6, 2011 through June 30, 2012. New consecutive term appointment. University base \$70,000. Departmental salary \$5,000.

Champion, Laura C., M.D., Assistant Professor of Pediatrics, Tulsa, annualized rate of \$70,000 for 12 months (\$5,833.33 per month), August 1, 2011 through June 30, 2012. New consecutive term appointment.

Cheatham, Kimberly Ann, M.D., Clinical Assistant Professor of Family Medicine, Tulsa, and Director, Physician Assistant Program, Department of Family Medicine, Tulsa, annualized rate of \$120,000 for 12 months (\$10,000.00 per month), 0.80 time, July 1, 2011 through June 30, 2012. University base \$65,000. Includes an administrative supplement of \$55,000 while serving as Director, Physician Assistant Program, Department of Family Medicine, Tulsa.

Chen, Yong, Ph.D., Clinical Assistant Professor of Radiation Oncology, annualized rate of \$80,000 for 12 months (\$6,666.67 per month), July 1, 2011 through June 30, 2012.

Cohen, Ronit, M.D., Clinical Assistant Professor of Psychiatry and Behavioral Sciences, annualized rate of \$68,000 for 12 months (\$5,666.67 per month), 0.80 time, August 22, 2011 through June 30, 2012.

Dao, Jasmine, M.D., Clinical Assistant Professor of Pediatrics, annualized rate of \$65,000 for 12 months (\$5,416.67 per month), July 1, 2011 through June 30, 2012. Changing from Resident to Faculty.

Dees, Brett R., M.D., Assistant Professor of Neurology, annualized rate of \$65,000 for 12 months (\$5,416.67 per month), July 31, 2011 through June 30, 2012. New consecutive term appointment.

Dillard, Della Ellis, M.D., Assistant Professor of Geriatrics and The Donald W. Reynolds Chair in Geriatric Medicine, annualized rate of \$130,000 for 12 months (\$10,833.33 per month), August 16, 2011 through June 30, 2012. New consecutive term appointment. University base \$65,000; departmental salary \$65,000. Changing from Resident to Faculty.

El-Halabi, Issam Mohamad, M.D., Professor of Pediatrics, annualized rate of \$80,000 for 12 months (\$6,666.67 per month), August 15, 2011 through June 30, 2012. New consecutive term appointment.

Foulks, Arlen F., D.O., Assistant Professor of Pediatrics, annualized rate of \$75,000 for 12 months (\$6,250.00 per month), July 1, 2011 through June 30, 2012. New consecutive term appointment. University base \$70,000; departmental salary \$5,000. Changing from Resident to Faculty.

Jacobs, Noel J., Ph.D., Clinical Associate Professor of Pediatrics, annualized rate of \$85,000 for 12 months (\$7,083.33 per month), May 31, 2011 through June 30, 2012. University base \$45,000; departmental base \$40,000.

Janjua, Muhammad, M.D., Assistant Professor of Internal Medicine, Tulsa, annualized rate of \$65,000 for 12 months (\$5,416.67 per month), June 30, 2011 through June 30, 2012. New consecutive term appointment.

Kielbasa, Johanna M., M.D., Instructor in Pediatrics, Tulsa, annualized rate of \$70,000 for 12 months (\$5,833.33 per month), August 15, 2011 through June 30, 2012.

Lane, Pascale, M.D., Professor of Pediatrics and Associate Dean for Faculty Development, College of Medicine; annualized rate of \$120,000 for 12 months (\$10,000.00 per month), August 31, 2011 through June 30, 2012. Tenure credentials under review. Tenurable base \$80,000. Includes an administrative supplement of \$40,000 while serving as Associate Dean for Faculty Development, College of Medicine.

Le, Hamilton S., M.D., Assistant Professor of Surgery, annualized rate of \$80,000 for 12 months (\$6,666.67 per month), August 15, 2011 through June 30, 2012. New consecutive term appointment.

Lezine, Myra W., M.D., Clinical Assistant Professor of Pediatrics, annualized rate of \$70,000 for 12 months (\$5,833.33 per month), June 20, 2011 through June 30, 2012.

Mullasseril, Paul M., D.D.S., Associate Professor of Removable Prosthodontics and Chair, Division of Restorative Dentistry, annualized rate of \$150,000 for 12 months (\$12,500.00 per month), June 30, 2011 through June 30, 2012. New consecutive term appointment. University base \$100,000. Includes an administrative supplement of \$50,000 while serving as Chair, Division of Restorative Dentistry.

Quisenberry, Susan, D.N.P., Assistant Professor of Nursing, annualized rate of \$64,000 for 9 months (\$5,818.18 per month), August 1, 2011 through June 30, 2012. New consecutive term appointment. University base \$53,000.

Reyna, Tania Alejandra, M.D., Assistant Professor of Neurology, annualized rate of \$65,000 for 12 months (\$5,416.67 per month), September 15, 2011 through June 30, 2012. New consecutive term appointment.

Salkini, Anas, M.D., Clinical Assistant Professor of Pediatrics, annualized rate of \$70,000 for 12 months (\$5,833.33 per month), July 25, 2011 through June 30, 2012.

Schumann, Sarah-Anne Henning, M.D., Associate Professor of Family Medicine, Tulsa, and Assistant Dean for Community Medicine, College of Medicine, Tulsa, annualized rate of \$71,500 for 12 months (\$5,958.33 per month), September 7, 2011 through June 30, 2012. New consecutive term appointment.

Shaw, Dwain Steven, Lecturer in Health Administration and Policy, annualized rate of \$21,000 for 12 months (\$1,750.00 per month), 0.25 time, August 1, 2011 through June 30, 2012.

Shy, Kamilah Nafuna, M.D., Assistant Professor of Anesthesiology, annualized rate of \$65,000 for 12 months (\$5,416.67 per month), July 1, 2011 through June 30, 2012. New consecutive term appointment.

Sidorov, Evgeny Vadimovich, M.D., Assistant Professor of Neurology, annualized rate of \$65,000 for 12 months (\$5,416.67 per month), September 1, 2011 through June 30, 2012. New consecutive term appointment.

Singh, Nisha S., M.D., Instructor in Pediatrics, Tulsa, annualized rate of \$70,000 for 12 months (\$5,833.33 per month), July 20, 2011 through June 30, 2012. Changing from Resident to Faculty.

Smith, Mary Leann, M.D., Assistant Professor of Radiological Sciences, annualized rate of \$60,000 for 12 months (\$5,000.00 per month), July 1, 2011 through June 30, 2012. New consecutive term appointment. Changing from Resident to Faculty.

Stuemky, Laura Michelle, M.D., Instructor in Pediatrics, Tulsa, annualized rate of \$70,000 for 12 months (\$5,833.33 per month), July 1, 2011 through June 30, 2012. Changing from Chief Resident to Faculty.

Tainter, Christopher, M.D., Assistant Professor of Emergency Medicine, Tulsa, Assistant Resident Director and Director of Medical Student Education, College of Medicine, Tulsa, annualized rate of \$126,000 for 12 months (\$10,500.00 per month), July 31, 2011 through June 30, 2012. New consecutive term appointment. University base \$40,000. Includes an administrative supplement of \$86,000 while serving as Assistant Resident Director and Director of Medical Student Education, College of Medicine, Tulsa.

Weiss, Susan M., M.D., Assistant Professor of Pathology, annualized rate of \$60,000 for 12 months (\$5,000.00 per month), September 6, 2011 through June 30, 2012. New consecutive term appointment.

White, Jessica Lee, Clinical Instructor in Neurology, annualized rate of \$70,000 for 12 months (\$5,833.33 per month), June 20, 2011 through June 30, 2012.

Zhao, Lichao, M.D., Assistant Professor of Pathology, annualized rate of \$50,000 for 12 months (\$4,166.67 per month), July 1, 2011 through June 30, 2012. New consecutive term appointment.

Zhong, Wangjian, M.D., Assistant Professor of Internal Medicine, Tulsa, annualized rate of \$65,000 for 12 months (\$5,416.67 per month), July 11, 2011 through June 30, 2012. New consecutive term appointment.

REAPPOINTMENT(S):

Sachdev, Goverdhan Pal, Ph.D., Professor Emeritus of Pharmaceutical Sciences, annualized rate of \$24,415 for 12 months (\$2,034.55 per month), 0.20 time, September 1, 2011 through June 30, 2012.

CHANGE(S):

Ajdic, Dragana, Assistant Professor of Research, Department of Microbiology and Immunology, salary changed from annualized rate of \$6,260 for 12 months (\$521.61 per month), 0.10 time, to annualized rate of \$68,227 (\$5,685.55 per month), full time, August 1, 2011 through June 30, 2012. Increase in grant funding.

Akins, Darrin Randal, Professor of Microbiology and Immunology, title Assistant Dean for Summer Programs, Graduate College, deleted; given additional title Associate Dean for Research, College of Medicine, salary changed from annualized rate of \$197,895 for 12 months (\$16,491.25 per month) to annualized rate of \$290,416 for 12 months (\$24,201.37 per month), July 1, 2011 through June 30, 2012. Includes an administrative supplement of \$82,000 while serving as Associate Dean for Research.

Ashikyan, Ogan, Clinical Assistant Professor of Radiological Sciences, title Section Chief, Department of Radiological Sciences, deleted; salary changed from annualized rate of \$36,000 for 12 months (\$3,000.00 per month), 0.60 time, to agreed contract rate, July 1, 2011 through June 30, 2012.

Beckerley, Joy M., Clinical Associate Professor of Periodontics, salary changed from annualized rate of \$51,047 for 12 months (\$4,253.91 per month), 0.50 time, to annualized rate of \$71,466 for 12 months (\$5,955.47 per month), 0.70 time, September 1, 2011 through June 30, 2012. Change in FTE.

Bennett, Paulette F., Clinical Assistant Professor of Pediatrics, Tulsa, given additional title Interim Associate Medical Director, Department of Pediatrics, Tulsa, salary changed from annualized rate of \$60,800 for 12 months (\$5,066.67 per month), 0.76 time, to annualized rate of \$80,000 for 12 months (\$6,666.67 per month), full time, March 28, 2011 through June 30, 2011.

Blevins, Steve M., Associate Professor of Medicine, given additional title Assistant Dean for Curriculum Development, College of Medicine, July 1, 2011.

Britton, Mark L., Professor of Pharmacy Clinical and Administrative Sciences, title changed from Associate Dean for Academic Affairs to Senior Associate Dean for Academic Affairs and Professional Programs, College of Pharmacy, July 1, 2011.

Carithers, Cathrin Lynn, title changed from Instructor to Assistant Professor of Nursing, Tulsa, given additional title Interim Co-Director, Doctor of Nurse Practitioner Program, retains title Interim Director, Nurse Practitioner Program; salary changed from annualized rate of \$96,840 for 9 months (\$10,760.00 per month) to annualized rate of \$99,840 for 12 months (\$8,320.00 per month), July 1, 2011 through June 30, 2012. Changing to consecutive term appointment. Titles changed from Interim Director to Director, Nurse Practitioner Program, and Interim Co-Director to Co-Director, Doctor of Nurse Practitioner Program, August 15, 2011. University base \$56,840. Includes administrative supplements of \$12,000 while serving as Director, NP Program, and \$3,000 while serving as Co-Director, DNP Program.

Chetty, Pramod, Associate Professor of Anesthesiology, given additional title Vice Chair of Education, Department of Anesthesiology, July 1, 2011.

Condren, Michelle Elliott, Associate Professor of Pharmacy Clinical and Administrative Sciences, Tulsa, title changed from Vice Chair to Interim Chair of Pharmacy Clinical and Administrative Sciences, Tulsa, July 1, 2011.

Coy, Ken, Professor of Dental Services Administration, title Associate Dean for Academic Affairs, College of Dentistry, deleted; salary changed from annualized rate of \$137,000 for 12 months (\$11,416.67 per month) to annualized rate of \$127,060 for 12 months (\$10,588.33 per month), July 1, 2011 through June 30, 2012. University base \$117,000. Includes an administrative supplement of \$10,060 for additional administrative responsibilities. Removal of administrative supplement of \$20,000 for serving as Associate Dean for Academic Affairs.

Criswell, Dan F., Clinical Professor of Family and Preventive Medicine, salary changed from annualized rate of \$23,000 for 12 months (\$1,916.67 per month), 0.23 time, to annualized rate of \$24,150 for 12 months (\$2,012.50 per month), 0.23 time, July 1, 2011 through June 30, 2012. Correction to FY12 Budget.

Croom, William Mack, Clinical Assistant Professor of Oral and Maxillofacial Surgery, salary changed from annualized rate of \$65,280 for 12 months (\$5,440.00 per month), 0.80 time, to annualized rate of \$76,000 for 12 months (\$6,333.33 per month), 0.80 time, July 1, 2011 through June 30, 2012. Market adjustment.

Crow, Sheila, title changed from Associate Professor of Pediatrics to Associate Professor of Pediatrics, Tulsa, given additional title Assistant Dean for Curriculum and Evaluation, College of Medicine, Tulsa, salary changed from annualized rate of \$74,109 for 12 months (\$6,175.75 per month), to annualized rate of \$90,000 for 12 months (\$7,500.00 per month), July 1, 2011 through June 30, 2012. Change in primary department.

Davis, Sherry L., Instructor in Nursing, salary changed from annualized rate of \$30,000 for 12 months (\$2,500.00 per month), 0.45 time, to annualized rate of \$30,459 for 12 months (\$2,538.25 per month), 0.45 time, July 1, 2011 through June 30, 2012. Correction to FY12 Budget.

Dennis, Vincent C., Associate Professor of Pharmacy Clinical and Administrative Sciences, given additional title Assistant Dean for Experiential Programs, College of Pharmacy, July 1, 2011.

Desselle, Shane P., Professor of Pharmacy Clinical and Administrative Sciences, Tulsa; titles Associate Dean for Tulsa Programs, College of Pharmacy, Tulsa, and Chair of Pharmacy Clinical and Administrative Sciences, Tulsa, deleted, July 1, 2011.

Dmytryk, John J., Professor of Periodontics, title Associate Dean for Research, College of Dentistry, deleted; given additional title Associate Dean for Academic Affairs, College of Dentistry, salary changed from annualized rate of \$115,000 for 12 months (\$9,583.33 per month) to annualized rate of \$130,060 for 12 months (\$10,838.33 per month), July 1, 2011 through June 30, 2012. Includes an administrative supplement of \$20,000 while serving as Associate Dean for Academic Affairs. Removal of \$7,000 administrative supplement for serving as Associate Dean for Research, College of Dentistry.

Dwyer, Kathleen Ann, Professor of Nursing and The Henry J. Freede, M.D. Chair in Nursing Science, salary changed from annualized rate of \$152,250 for 12 months (\$12,687.50 per month) to annualized rate of \$153,000 for 12 months (\$12,750.00 per month), July 1, 2011 through June 30, 2012. Correction to FY12 Budget. Tenured base \$133,000.

Edwards, Karethy Ann, Professor of Nursing, salary changed from annualized rate of \$94,514 for 12 months (\$7,876.19 per month) to annualized rate of \$93,314 for 12 months (\$7,776.19 per month), July 1, 2011 through June 30, 2012. Removal of administration supplement of \$1,200 for serving as Co-Director, Center for Cultural Competency and Healthcare grant.

El Amm, Christian A., Assistant Professor of Surgery, changing from tenure track to consecutive term appointment, July 1, 2011 through June 30, 2012.

Elwood, Robin James, Professor of Anesthesiology, given additional title Vice Chair of Clinical Affairs, Department of Anesthesiology, July 1, 2011.

Farmer, Kevin C., Professor of Pharmacy Clinical and Administrative Sciences, Tulsa, given additional title Interim Vice Chair of Pharmacy Clinical and Administrative Sciences, Tulsa, July 1, 2011.

Ferretti, Joseph J., George Lynn Cross Research Professor of Microbiology and Immunology, given additional title Senior Vice President and Provost Emeritus, Health Sciences Center, July 1, 2011.

Hallford Jr., Henry G., title changed from Clinical Instructor to Research Instructor in Pediatrics, July 1, 2011.

Holtzclaw, Barbara J., Interim Assistant Dean of Nursing, title changed from Adjunct Professor to Professor of Nursing, salary changed from annualized rate of \$68,850 for 12 months (\$5,737.50 per month), 0.60 time, to annualized rate of \$100,000 for 12 months (\$8,333.33 per month), full time, July 1, 2011 through June 30, 2012. University base \$92,500. Includes an administrative supplement of \$7,500 while serving as Interim Assistant Dean of Nursing.

Humphrey, Mary Beth, Associate Professor of Medicine, The James R. McEldowney Chair in Immunology, and Adjunct Associate Professor of Microbiology and Immunology, salary changed from annualized rate of \$149,788 for 12 months (\$12,482.34 per month) to annualized rate of \$152,388 for 12 months (\$12,699.01 per month), August 14, 2011 through June 30, 2012.

Ihnat, Michael, Associate Professor of Pharmaceutical Sciences, given additional title Adjunct Associate Professor of Physiology, July 1, 2011.

Jacocks, M. Alex, Professor of Surgery, title changed from Program Director to Assistant Program Director, Surgery Residency Program, College of Medicine; title The Robert D. Gordon Jr. Chair in Surgery, deleted, July 1, 2011.

Kern, William F., Associate Professor of Pathology, title The Jordan-Heartland Professorship of Pathology Housestaff Education, deleted, July 1, 2011.

Khajotia, Sharukh S., Professor and Chair of Dental Materials, given additional title Assistant Dean for Research, College of Dentistry, salary changed from annualized rate of \$108,902 for 12 months (\$9,075.17 per month) to annualized rate of \$120,080 for 12 months (\$10,006.67 per month), July 1, 2011 through June 30, 2012. Tenured base \$110,060. Includes an administrative supplement of \$9,000 while serving as Assistant Dean for Research, College of Dentistry, and an administrative supplement of \$1,020 while serving as the Chair of Dental Materials.

Kolobe, Hlapang, Professor of Rehabilitation Sciences, The Jill Pittman Jones Professorship of Physical Therapy, and Director of Research, Department of Rehabilitation Sciences, salary changed from annualized rate of \$104,277 for 12 months (\$8,689.79 per month) to annualized rate of \$109,277 for 12 months (\$9,106.46 per month), July 1, 2011 through June 30, 2012. Correction to FY12 Budget. Departmental input error.

Kropp, Bradley P., Professor of Urology, given additional title Interim Chair of Urology, July 1, 2011.

Lamb, Michelle Marie, Clinical Assistant Professor of Pharmacy Clinical and Administrative Sciences, Tulsa, salary changed from annualized rate of \$90,000 for 12 months (\$7,500.00 per month), full time, to annualized rate of \$72,000 for 12 months (\$6,000.00 per month), 0.80 time, June 1, 2011 through June 30, 2012. Change in FTE.

Lane, Connie J., Clinical Assistant Professor of Medicine, salary changed from annualized rate of \$141,205 for 12 months (\$11,767.05 per month), 0.90 time, to annualized rate of \$61,802 for 12 months (\$5,150.20 per month), 0.40 time, August 17, 2011 through June 30, 2012.

Lees, Jason, Assistant Professor of Surgery, given additional titles The Robert D. Gordon, Jr. Chair in Surgery, and Residency Program Director, Section of General Surgery, College of Medicine, July 1, 2011.

Letton, Robert W., Associate Professor of Surgery, changing from tenure track to consecutive term appointment, July 1, 2011 through June 30, 2012.

Marinis, Spyridon Ioannis, title changed from Assistant Professor to Clinical Assistant Professor of Obstetrics and Gynecology, Tulsa, salary changed from annualized rate of \$90,000 for 12 months (\$7,500.00 per month), full time, to annualized rate of \$50,000 for 12 months (\$4,166.67 per month), 0.50 time, July 16, 2011 through June 30, 2012. Change in FTE.

Moore, William E., Associate Professor of Research, Department of Biostatistics and Epidemiology, salary changed from annualized rate of \$53,600 for 12 months (\$4,466.67 per month), 0.72 time, to annualized rate of \$55,833 for 12 months (\$4,652.75 per month), 0.75 time, July 1, 2011 through June 30, 2012. Change in FTE.

Nalagan, Juan C., Clinical Assistant Professor of Emergency Medicine, Tulsa, salary changed from annualized rate of \$30,000 for 12 months (\$2,500.00 per month), 0.10 time, to annualized rate of \$25,000 for 12 months (\$2,083.33 per month), 0.08 time, July 1, 2011 through June 30, 2012. Change in FTE and salary.

Olander, Robin Luan, title changed from Assistant Professor to Clinical Assistant Professor of Radiological Sciences, salary changed from annualized rate of \$60,000 for 12 months (\$5,000.00 per month), full time, to annualized rate of \$48,000 for 12 months (\$4,000.00 per month), 0.80 time, June 1, 2011 through June 30, 2011. Change in FTE.

Panza, Jeanne, Associate Professor of Oral Diagnosis and Radiology, title changed from Assistant Dean for Clinics to Associate Dean for Clinics, College of Dentistry, salary changed from annualized rate of \$108,000 for 12 months (\$9,000.00 per month) to annualized rate of \$120,150 for 12 months (\$10,012.50 per month), July 1, 2011 through June 30, 2012. University base \$96,150. Includes an administrative supplement of \$24,000 while serving as Associate Dean for Clinics, College of Dentistry.

Papin, James Frederick, Assistant Professor of Research, Department of Pathology, salary changed from annualized rate of \$60,000 for 12 months (\$5,000.00 per month) to annualized rate of \$66,000 for 12 months (\$5,500.00 per month), August 1, 2011 through June 30, 2012. Required additional duties associated with FDA contract.

Patchell, Beverly, Assistant Professor of Nursing, salary changed from annualized rate of \$70,479 for 12 months (\$5,873.28 per month) to annualized rate of \$69,279 for 12 months (\$5,773.28 per month), July 1, 2011 through June 30, 2012. Removal of administrative supplement of \$1,200 for serving as Co-Director, Center for Cultural Competency and Healthcare grant.

Puckett, Tony G., Clinical Associate Professor of Obstetrics and Gynecology, annualized rate of \$60,000 for 12 months (\$5,000.00 per month), change in FTE from full time to 0.80 time, July 1, 2011 through June 30, 2012.

Randall, Kenneth E., Associate Professor of Rehabilitations Sciences and Assistant Dean for Academic Affairs, College of Allied Health, salary changed from annualized rate of \$87,002 for 12 months (\$7,250.16 per month) to annualized rate of \$88,462 for 12 months (\$7,371.85 per month), July 1, 2011 through June 30, 2012. Correction to FY12 Budget.

Risch, Elizabeth Claire, Clinical Assistant Professor of Pediatrics, salary changed from annualized rate of \$42,000 for 12 months (\$3,500.00 per month), 0.60 time, to annualized rate of \$35,000 for 12 months (\$2,916.67 per month), 0.50 time, June 1, 2011 through June 30, 2012. Change in FTE.

Roberts, Pamela Rose, Professor of Anesthesiology and The John A. Moffitt Chair in Anesthesiology, given additional title Vice Chair of Anesthesiology, July 1, 2011.

Roemer, Howard, Clinical Associate Professor of Emergency Medicine, Tulsa, salary changed from annualized rate of \$30,000 for 12 months (\$2,500.00 per month), 0.30 time, to annualized rate of \$10,000 for 12 months (\$833.33 per month), 0.10 time, July 1, 2011 through June 30, 2012. Change in FTE.

Ross, Karen M., Clinical Assistant Professor of Geriatrics and The Donald W. Reynolds Chair in Geriatric Medicine, salary changed from annualized rate of \$60,000 for 12 months (\$5,000.00 per month), 0.60 time, to annualized rate of \$70,000 for 12 months (\$5,833.34 per month), 0.60 time, July 1, 2011 through June 30, 2012. Correction to FY12 Budget. Additional VA Funding.

Sawalha, Amr H., Associate Professor of Medicine and Adjunct Associate Professor of Pathology, salary changed from annualized rate of \$140,328 for 12 months (\$11,694.00 per month) to annualized rate of \$161,328 for 12 months (\$13,444.00 per month), July 1, 2011 through June 30, 2012. Correction to FY12 Budget additional VA Funding.

Sawh, Ravindranauth, Assistant Professor of Pathology, given additional title The Jordan-Heartland Professorship of Pathology Housestaff Education, July 1, 2011.

Schmidt, Susan R., title changed from Assistant Professor of Research, Department of Pediatrics, to Clinical Assistant Professor of Pediatrics, July 1, 2011.

Silovsky, Jane F., Professor of Pediatrics and Clinical Professor of Psychiatry and Behavioral Sciences, salary changed from annualized rate of \$99,530 for 12 months (\$8,294.17 per month) to annualized rate of \$101,530 for 12 months (\$8,460.83 per month), July 1, 2011 through June 30, 2012. Correction to FY12 Budget. Departmental input error.

Smith, Michael J., Associate Professor of Pharmacy Clinical and Administrative Sciences, Tulsa, title changed from Assistant Dean for Tulsa Programs to Assistant Dean for Tulsa Operations, College of Pharmacy, Tulsa, July 1, 2011.

Teague, Tracy K., Associate Professor of Surgery, Tulsa, given additional title Adjunct Associate Professor of Psychiatry, Tulsa, July 1, 2011.

Touchet, Bryan K., Associate Professor of Psychiatry, Tulsa, given additional title Vice Chair of Psychiatry, Tulsa, July 1, 2011.

Trautman, Richard Philip, Professor of Psychiatry and Behavioral Sciences, Adjunct Professor of Anesthesiology, and The Arnold and Bess Ungerman Chair in Psychiatry, given additional title Vice Chair for Clinical Services, Department of Psychiatry and Behavioral Sciences, July 1, 2011.

Van De Wiele, Charles J., Assistant Professor of Surgery, Tulsa, changing from tenure track to consecutive term appointment, August 1, 2011 through June 30, 2012.

Wadley, Heather Hennigan, Instructor in Dermatology, salary changed from annualized rate of \$65,000 for 12 months (\$5,416.67 per month) to annualized rate of \$70,850 for 12 months (\$5,904.17 per month), July 1, 2011 through June 30, 2012. Correction to FY12 Budget.

Welte, Sarah Elizabeth, title changed from Clinical Instructor of Neurology to Clinical Assistant Professor of Neurosurgery, salary changed from annualized rate of \$70,000 for 12 months (\$5,833.33 per month) to annualized rate of \$50,000 for 12 months (\$4,166.67 per month), August 6, 2011 through June 30, 2012. Changing primary appointment.

West, Christopher Mark, Professor of Biochemistry and Molecular Biology, salary changed from annualized rate of \$153,890 for 12 months (\$12,824.17 per month) to annualized rate of \$152,062 for 12 months (\$12,671.83 per month), August 1, 2011 through June 30, 2012. Correction to FY12 Budget. Departmental input error.

Wilson, Jane Endsley, Associate Professor of Pharmacy Clinical and Administrative Sciences and Adjunct Associate Professor of Dental Hygiene, title changed from Assistant Dean for Student Affairs, College of Pharmacy, to Associate Dean for Student Affairs, College of Pharmacy, July 1, 2011.

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

Abid, Farida, Assistant Professor of Neurology, July 31, 2011.

Benenati, Fred William, Professor Emeritus of Endodontics, June 30, 2011.

Beck, Paul Walter, Clinical Assistant Professor of Emergency Medicine, Tulsa, June 30, 2011.

Boyce, Robert H., Instructor in Surgery, Tulsa, July 31, 2011.

Davis, Tamra S., Clinical Assistant Professor of Pharmacy, Tulsa, August 8, 2011.

Dawood, Akbar Allaudin, Clinical Assistant Professor of Oral and Maxillofacial Surgery, July 28, 2011.

Demaika, Tarek Ahmad Adnan, Assistant Professor of Medicine, July 31, 2011. Accepted position at Mercy Hospital.

Dias da Silva, Leanne Rachelle, Assistant Professor of Medicine, July 15, 2011.

Eldakar, Elizabeth Klahr, Instructor in Family Medicine, Tulsa, September 2, 2011.

Flournoy, Dayl J., Professor of Pathology, July 28, 2011.

Hoffman, Lisa Christine, Clinical Assistant Professor of Pediatrics, August 31, 2011.

Hull, Holly Renee, Assistant Professor of Nutritional Sciences, July 22, 2011.

Johnson, Melinda Sue, Adjunct Assistant Professor of Communication Sciences and Disorders, July 1, 2011.

Kethavath, Rameshwarthaik David, Assistant Professor of Anesthesiology, June 3, 2011.

Klitzman, Melissa Don, Clinical Assistant Professor of Pediatrics, June 30, 2011. Moving out of state.

Mairs, Connie, Assistant Professor of Medical Imaging and Radiation Sciences, July 31, 2011.

McDougall, Hugh M., Instructor in Dental Services Administration, July 1, 2011.

McIntosh, David Benjamin, Adjunct Assistant Professor of Rehabilitation Sciences, July 8, 2011.

Miller-Boyle, Dianne Kathleen, Assistant Professor of Nursing, June 30, 2011.

Mohammad, Ali Abdel Majid, Associate Professor of Internal Medicine, Tulsa, July 1, 2011.

Pressler, Jana Lee, Professor of Nursing, July 8, 2011.

Richter, Ralph Walter, Clinical Professor of Psychiatry, Tulsa, June 30, 2011.

Rose, Nadine, Clinical Assistant Professor of Pediatrics, August 30, 2011. Moving out of state.

Tawk, Maroun M., Associate Professor of Medicine, July 31, 2011. Accepted position at Mercy Hospital.

Solheim, Karen Gayle, Clinical Instructor in Surgery, August 5, 2011.

Staats, David Owen, Associate Professor of Geriatrics, June 30, 2011.

Stanbro, Peter Brent, Clinical Assistant Professor of Psychiatry and Behavioral Sciences, June 30, 2011.

Tonn, Elizabeth Charlotte, Assistant Professor of Health Sciences Library and Information Management, July 1, 2011.

Verbrugge, Dirk B., Clinical Assistant Professor of Pediatrics, June 30, 2011.

Vinayek, Namita, Assistant Professor of Medicine, July 1, 2011.

Warden, Julie Gamble, Instructor in Anesthesiology, June 24, 2011.

Weidner, Vicky L., Clinical Assistant Professor of Emergency Medicine, Tulsa, June 30, 2011.

Wilkins, Kirsten Matthews, Assistant Professor of Psychiatry, Tulsa, June 30, 2011.

Wilson Jr., Edwin L., Professor Emeritus of Occlusion, June 30, 2011.

RETIREMENT(S):

Blackett, Piers R., Professor of Pediatrics, July 1, 2011.

Booton-Hiser, Deborah Alice, Professor of Nursing, August 31, 2011 Named Professor Emeritus of Nursing.

Cain, Joan Parkhurst, Professor of Pediatrics, September 1, 2011.

Cary, Max, Clinical Assistant Professor of Pathology, July 1, 2011.

Medina, Jesus E., Professor of Otorhinolaryngology and The Paul and Ruth Jonas Chair in Cancer, September 1, 2011.

Parker, K. Michael, Professor and Vice Chair of Pathology. Named Professor Emeritus of Pathology, July 26, 2011. Approval of Emeritus title only. Retirement previously approved by the Board of Regents on June 22, 2011.

Quinn, Roger D., Clinical Associate Professor of Obstetrics and Gynecology, June 30, 2011.

Sachdev, Goverdhan Pal, George Lynn Cross Research Professor of Pharmaceutical Sciences, July 1, 2011. Named George Lynn Cross Research Professor Emeritus of Pharmaceutical Sciences.

Walford, Andrew J., Professor and Vice Chair of Anesthesiology, June 17, 2011.

Norman Campus

LEAVE(S) OF ABSENCE:

Antonio, John K., Professor of Computer Science and Director of Institute for Oklahoma Technology Application, leave of absence without pay, August 16, 2011 through May 15, 2012. Lead engineer for MSCI development on Norman Research Campus.

Brady, Noel, Professor of Mathematics and President's Associates Presidential Professor, leave of absence without pay, August 16, 2011 through May 15, 2012. Will serve as National Science Foundation Director.

Kerksick, Chad M., Assistant Professor of Health and Exercise Science, leave of absence without pay, September 2, 2011.

Kornelson, Keri A., Associate Professor of Mathematics, leave of absence without pay, August 16, 2011 through May 15, 2012.

Mata, Alberto G., Professor of Human Relations, cancel sabbatical leave of absence with half pay, January 1, 2011 through May 15, 2011 and August 16, 2011 through December 31, 2011.

Zagzebski, Linda T., Professor and George Lynn Cross Research Professor of Philosophy, and Kingfisher College Chair in the Philosophy of Religion and Ethics, leave of absence with partial pay, salary changed from annualized rate of \$162,318 for 9 months (\$18,035.30 per month), 1.00 time, to annualized rate of \$127,318 for 9 months (\$14,146.41 per month), 0.78 time, August 16, 2011 through May 15, 2012. John Simon Guggenheim Foundation Fellowship.

Sabbatical Leaves of Absence – Spring Semester 2012 (with full pay)

Abramson, Julia L., Associate Professor of Modern Languages, Literatures, and Linguistics, sabbatical leave of absence with full pay, January 1, 2012 through May 15, 2012. Will research a chapter of a third scholarly monograph, "Figures of Change: Working Identities in Eighteenth-Century French Fiction." Work will take place in Norman, OK. Faculty appointment: 08/16/1999. Sabbatical leave of absence with full pay 08/16/05 to 12/31/05. Teaching load covered by current faculty.

Beliveau, Ralph J., Associate Professor of Journalism and Mass Communication, sabbatical leave of absence with full pay, January 1, 2012 through May 15, 2012. Will work to complete a book manuscript on horror media and complete a book proposal and contract for an edited book on visual communication. Work will take place primarily in Norman, OK with one trip to Boston, MA. Faculty appointment: 08/16/2004. No previous leaves taken. Teaching load covered by graduate student and other course offerings.

Bolino, Mark C., Associate Professor of Management and Entrepreneurship, and Michael F. Price Chair in International Business #2, sabbatical leave of absence with full pay, January 1, 2012 through May 15, 2012. Will complete work on three conceptual papers, work on two new research projects and develop a more focused research agenda for the future. Work will take place in Norman, OK. Faculty appointment: 07/01/2004. No previous leaves taken. Teaching load covered by current faculty.

Bratcher, Melanie E., Associate Professor of African and African-American Studies, sabbatical leave of absence with full pay, January 1, 2012 through May 15, 2012. Will conduct research on a youth dance company in Oklahoma City informing a longitudinal qualitative study on effects of African dance, attend a critical dance teacher meeting in Philadelphia, PA for three weeks, and submit an article on African Aesthetics Methodology to a top tier peer reviewed journal. Work will take place in Norman, OK, and Philadelphia, PA. Faculty appointment: 08/16/2005. No previous leaves taken. Teaching load will be covered by visiting and current faculty.

Burke, Susan K., Associate Professor of Library and Information Studies, sabbatical leave of absence with full pay January 1, 2012 through May 15, 2012. Will conduct a study of public opinions concerning materials on controversial topics in public libraries. Work will take place in Norman, OK. Faculty appointment: 08/16/2004. No previous leaves taken. Teaching load covered by current faculty.

Butler, Elizabeth C., Professor of Civil Engineering and Environmental Science, sabbatical leave of absence with full pay, January 1, 2012 through May 15, 2012. Will work to develop competitive research proposals in the area of advanced water treatment, develop related educational activities for an undergraduate course and conference travel and planning. Work will take place primarily in Norman, OK. Faculty appointment: 08/16/1999. No previous leaves taken. Other elective courses will be offered.

Chiodo, John J., Professor of Instructional Leadership and Academic Curriculum, sabbatical leave of absence with full pay, January 1, 2012 through May 15, 2012. Will conduct research on the history of "Orphan Trains" and from this historical research, teaching materials will be developed for publication and distribution. Work will take place in Springdale, AR, Omaha, NE, and New York City, NY. Faculty appointment: 08/01/1990. Sabbatical leave of absence with full pay 01/01/98 to 05/15/98. Teaching load covered by current faculty and other course offerings.

Crowther, Kathleen M., Associate Professor of History of Science, sabbatical leave of absence with full pay, January 1, 2012 through May 15, 2012. Will work on a book-length study of the understandings of vice and virtue in the German Lutheran Reformation of the 16th century. This research will focus on controversies among Lutherans over "good works" and whether or not these were necessary for salvation. Work will take place primarily in Norman, OK. Faculty appointment: 08/16/2002. No previous leaves taken. Teaching load covered by current faculty.

Fain, Michael D., Associate Professor of Drama, sabbatical leave of absence with full pay, January 1, 2012 through May 15, 2012. Will take two classes on the subject of automated scenery and mechanical design at the Yale University School of Drama. Work will take place in New Haven, CT. Faculty appointment: 08/16/1996. No previous leaves taken. Teaching load to be covered by current faculty.

Hart, Jr., James S., Professor of History, sabbatical leave of absence with full pay, January 1, 2012 through May 15, 2012. Will work on a manuscript, "A Particular Friendship: Sir John Finch and Sir Thomas Baines." Work will take place in Norman, OK with a possible trip to England. Faculty appointment: 08/16/1988. Sabbatical leaves of absence with full pay 01/01/04 to 05/15/04 and 01/01/94 to 05/15/94. Teaching load covered by other course offerings.

Keen, Benjamin D., Associate Professor of Economics, sabbatical leave of absence with full pay, January 1, 2012 through May 15, 2012. Will spend time at the Federal Reserve Bank of Dallas collaborating with staff economists on research related to building and estimating plausible theoretical models of the macroeconomy. Work will take place in Dallas, TX. Faculty appointment: 07/01/2005. No previous leaves taken. Teaching load covered by other course offerings.

Kisamore, Jennifer L., Associate Professor of Psychology, sabbatical leave of absence with full pay, January 1, 2012 through May 15, 2012. Will work on a review paper and analyze data previously collected on academic and workplace misconduct, spend time developing a proposal for a short text targeted toward new researchers and updating course materials. Work will take place in Tulsa, OK. Faculty appointment: 08/16/2003. No previous leaves taken. Teaching load covered by adjunct and current faculty.

Mao, Chuanbin, Professor of Chemistry and Biochemistry and Edith Kinney Gaylord Presidential Professor, sabbatical leave of absence with full pay, January 1, 2012 through May 15, 2012. Will conduct biomaterials research at the Lawrence Berkeley National Laboratory utilizing advanced facilities to characterize the biomaterials produced in the lab and also develop a collaboration based on both parties expertise. Work will take place in Berkeley, CA. Faculty appointment: 08/16/2005. No previous leaves taken. Teaching load covered by current faculty.

Rogers, Cynthia L., Associate Professor of Economics, sabbatical leave of absence with full pay, January 1, 2012 through May 15, 2012. Will work to extend several research projects about local fiscal ballot initiatives, implications of dynamic local sales taxation, and local economic impacts of wind farms. Work will take place primarily in Norman, OK. Faculty appointment: 08/16/1997. Sabbatical leave absence with half pay 08/16/04 to 05/15/05. Teaching load covered by offering courses the following semester.

Shepkaru, Shmuel, Associate Professor of History, sabbatical leave of absence with full pay, January 1, 2012 through May 15, 2012. Will work to complete a book, "A Short History of Martyrdom in Judaism, Christianity, and Islam" which is under contract with Cambridge University Press. Work will take place primarily in Norman, OK. Faculty appointment: 08/16/1999. Sabbatical leave of absence with full pay 01/01/07 to 05/15/07. Teaching load covered by current faculty and other course offerings.

Wallach, Bret, Professor of Geography and Environmental Sustainability, sabbatical leave of absence with full pay, January 1, 2012 through May 15, 2012. Will investigate the diffusion across Asia since 1500 of European architectural styles and town-planning ideas, which together form a lesser-known part of the story of globalization. Work will take place primarily in Norman, OK with trips to Europe and Asia. Faculty appointment: 09/01/1981. Sabbatical leaves of absence with full pay 01/01/05 to 05/15/05 and 01/01/92 to 05/15/92. Teaching load covered by current faculty.

Wyatt, Anna M. Associate Professor of Bibliography and Science and Technology Cataloger, University Libraries, sabbatical leave of absence with full pay, January 1, 2012 through June 30, 2012. Will work on a book project which will reproduce the catechisms of sixteen ministers who prosecuted the 1637 trial of Anne Hutchinson, modernizing the language of the catechisms, and defining terms not currently in common use. Work will take place in Norman, OK. Faculty appointment: 01/01/2001. No previous leaves taken. Duties will be covered by current library staff.

Sabbatical Leave of Absence - Spring 2012 and Fall 2012 Semesters (with half pay)

Watson, Debra K., Professor of Physics and Astronomy and Edith Kinney Gaylord Presidential Professor, sabbatical leave of absence with half pay, January 1, 2012 through May 15, 2012 and August 16, 2012 through December 31, 2012. Will extend a manybody method developed for Bose gasses to large systems of Fermi gasses which are relevant to many fields of physics from superconductors to neutron stars to quantum computation. Work will take place in Norman, OK. Faculty appointment: 07/01/1981. Sabbatical leaves of absence with half pay 01/01/05 to 05/15/05 and 01/01/98 to 05/15/98. Teaching load covered by current faculty.

NEW APPOINTMENT(S):

Adcox, William R., Research Fellow, Electrical and Computer Engineering, annualized rate of \$14,400 for 12 months (\$1,200.00 per month), 0.20 time, July 1, 2011. Paid from grant funds; subject to availability of funds.

Basara, Heather G., Assistant Professor of Geography and Environmental Sustainability, annualized rate of \$69,000 for 9 months (\$7,666.67 per month), August 16, 2011 through May 15, 2012. Changing from temporary appointment to new tenure-track faculty.

Bennett, Christina J., J.D., Visiting Assistant Professor of Law, annualized rate of \$60,000 for 9 months (\$6,666.67 per month), August 16, 2011 through May 15, 2012.

Boyd, Katrina G., Ph.D., Assistant Professor of Film and Media Studies, annualized rate of \$50,000 for 9 months (\$5,555.56 per month), August 16, 2011 through May 15, 2016. Changing from temporary faculty to five-year renewable term appointment.

Cavallo, Steven M., Ph.D., Assistant Professor of Meteorology, annualized rate of \$72,000 for 9 months (\$8,000.00 per month), November 1, 2011 through May 15, 2012. New tenure-track faculty.

Clark, Adam J., Ph.D., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, annualized rate of \$68,000 for 12 months (\$5,666.67 per month), August 31, 2011. Paid from grant funds; subject to availability of funds.

Curotto, Claudio L., Ph.D., Research Associate, Aerospace and Mechanical Engineering, annualized rate of \$24,000 for 12 months (\$2,000.00 per month), 0.25 time, August 12, 2011. Paid from grant funds; subject to availability of funds.

Dawson II, Daniel T., Ph.D., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, annualized rate of \$60,000 for 12 months (\$5,000.00 per month), August 31, 2011. Paid from grant funds; subject to availability of funds.

Dean, Sharon, Research Associate, K20 Center for Educational and Community Renewal, annualized rate of \$71,379 for 12 months (\$5,948.25 per month), August 15, 2011. Paid from grant funds; subject to availability of funds.

Demiralp, Ilhan, Ph.D., Visiting Professor of Finance, annualized rate of \$85,000 for 9 months (\$9,444.44 per month), August 16, 2011 through May 15, 2012. Visiting from University of New Orleans.

Domrin, Alexander N., International Visiting Professor of Law, rate of \$50,000 for 4.5 months (\$11,111.11 per month), August 16, 2011 through December 31, 2011. Visiting from Russia.

Frantz, Jr., Ronald H., Associate Professor of Architecture, Director of Small Town Studios and Wick Cary Professor #2, of the Institute for Quality Communities, annualized rate of \$90,000 for 12 months (\$7,500.00 per month), September 1, 2011 through June 30, 2016. Five-year renewable term appointment.

Hoang, Son K., Research Associate, PoroMechanics Institute, annualized rate of \$60,000 for 12 months (\$5,000.00 per month), July 15, 2011.

Humphreys, Blair D., Assistant Professor of Architecture, Executive Director and Wick Cary Professor #1 of the Institute for Quality Communities, annualized rate of \$110,000 for 12 months (\$9,166.67 per month), July 1, 2011 through June 30, 2016. Five-year renewable term appointment.

Libault, Marc, Ph.D., Assistant Professor of Botany and Microbiology, annualized rate of \$64,000 for 9 months (\$7,111.11 per month), August 16, 2011 through May 15, 2012. New tenure-track faculty.

Lu, Juan, Research Scientist, Chemistry and Biochemistry, annualized rate of \$30,382 for 12 months (\$2,531.83 per month), 0.49 time, June 1, 2011. Transferring from monthly staff position to 12-month academic appointment.

Mulholland, Jill C., Ph.D., Visiting Lecturer of Interior Design, rate of \$15,000 for 4.5 months (\$3,333.33 per month), 0.50 time, August 16, 2011 through December 31, 2011. Visiting from Texas A&M University.

Sellers, Ian R., Assistant Professor of Physics and Astronomy, annualized rate of \$70,000 for 9 months (\$7,777.78 per month), August 16, 2011 through May 15, 2012. New tenure-track faculty.

Slocum, Ruth, Instructor of Social Work at Tulsa, annualized rate of \$60,000 for 12 months (\$5,000.00 per month), August 31, 2011.

Townsend, David M., Assistant Professor of Management and Entrepreneurship, annualized rate of \$135,000 for 9 months (\$15,000.00 per month), August 16, 2011 through May 15, 2012. New tenure-track faculty.

Wong, Molly E., Research Associate, Electrical and Computer Engineering, annualized rate of \$47,500 for 12 months (\$3,958.33 per month), 0.50 time, August 16, 2011. Paid from grant funds; subject to availability of funds.

Wu, Wei, Scholar, Aerospace and Mechanical Engineering, annualized rate of \$15,600 for 12 months (\$1,300.00 per month), 0.25 time, August 15, 2011. Paid from grant funds; subject to availability of funds.

REAPPOINTMENT(S):

Baca, Alvaro E., reappointed as Adjunct Lecturer of Law, annualized rate of \$30,000 for 9 months (\$3,333.33 per month), 0.45 time, August 16, 2011 through May 15, 2012.

Boyd, Tom W., reappointed as Professor Emeritus, Religious Studies Program, annualized rate of \$30,000 for 9 months (\$3,333.33 per month), August 16, 2011 through May 15, 2012.

Chidambaram, Lakshmanan, Professor and W. P. Woods Professor of Management Information Systems, reappointed to a three year term as Director of the Division of Management Information Systems, salary changed from annualized rate of \$216,197 for 12 months (\$18,016.43 per month) to annualized rate of \$243,597 for 12 months (\$20,299.75 per month), August 16, 2011.

Davis, Chad E., reappointed as Lecturer of Electrical and Computer Engineering, annualized rate of \$77,250 for 9 months (\$8,583.33 per month), August 16, 2011 through May 15, 2012.

Edger, David N., reappointed as Instructor of Political Science, annualized rate of \$40,000 for 9 months (\$4,444.44 per month), 0.25 time, August 16, 2011 through May 15, 2012.

Fitzmorris, Cliff W., reappointed as Instructor of Electrical and Computer Engineering, annualized rate of \$86,149 for 9 months (\$9,572.13 per month), August 16, 2011 through May 15, 2012.

Golubeva, Evgenia V., reappointed to a five-year renewable term Assistant Professor of Finance, annualized rate of \$115,000 for 9 months (\$12,777.78 per month), August 16, 2011 through May 15, 2016.

Holmes, Jerry D., reappointed as Instructor of Engineering, annualized rate of \$30,000 for 9 months (\$3,333.33 per month), 0.50 time, August 16, 2011 through May 15, 2012.

McNichols, William J., reappointed as Professor Emeritus of Law, annualized rate of \$20,000 for 9 months (\$2,222.22 per month), 0.33 time, August 16, 2011 through May 15, 2012.

Sharfman, Mark P., Professor of Management and Entrepreneurship, reappointed as Director of the Division of Management and Entrepreneurship, given additional title Puterbaugh Chair in American Enterprise, salary changed from annualized rate of \$154,213 for 12 months (\$12,851.08 per month) to annualized rate of \$179,488 for 12 months (\$14,957.33 per month), August 16, 2011.

Walden, Susan E., reappointed as Research Associate Professor of Engineering and Associate Director for Engineering Outreach, Sooner Engineering Education Center, salary changed from annualized rate of \$75,000 for 9 months (\$8,333.33 per month) to annualized rate of \$76,500 for 9 months (\$8,500.00 per month), August 16, 2011 through May 15, 2012.

Yadav, Pradeep K., Professor of Finance and W. Ross Johnston Chair in Finance, reappointed as Director of the Division of Finance, salary changed from annualized rate of \$287,265 for 12 months (\$23,938.72 per month) to annualized rate of \$306,841 for 12 months (\$25,570.08 per month), August 16, 2011.

CHANGE(S):

Abousleiman, Younane, Professor of Petroleum and Geological Engineering, Professor of Geology and Geophysics, Director of PoroMechanics Institute and Consortium in Petroleum and Geological Engineering, and Larry W. Brummett ONEOK Chair in Rock Mechanics, delete title Professor of Sarkey's Energy Center, salary remains at annualized rate of \$195,063 for 9 months (\$21,673.67 per month), August 16, 2011.

Arthur, Ami T., Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$49,255 for 12 months (\$4,104.58 per month), 0.80 time, to annualized rate of \$49,748 for 12 months (\$4,145.63 per month), 0.80 time, July 1, 2011. Paid from grant funds; subject to availability of funds.

Ashby, Michael T., Professor of Chemistry and Biochemistry, salary changed from annualized rate of \$88,486 for 9 months (\$9,831.76 per month) to annualized rate of \$98,486 for 9 months (\$10,942.87 per month), August 16, 2011. July 2011 Salary Plan compression.

Bass, Loretta E., Associate Professor of Sociology and Adjunct Associate Professor of Women's and Gender Studies, salary changed from annualized rate of \$70,338 for 9 months (\$7,815.30 per month) to annualized rate of \$72,500 for 9 months (\$8,055.56 per month), August 16, 2011. July 2011 Salary Plan compression.

Beck, Travis W., Assistant Professor of Health and Exercise Science, annualized rate of \$52,530 for 9 months (\$5,836.67 per month), additional stipend of \$4,488 for increased teaching duties in the Department of Health and Exercise Science, August 16, 2011 through December 31, 2011.

Bemben, Debra A., Professor of Health and Exercise Science, annualized rate of \$77,652 for 9 months (\$8,627.97 per month), additional stipend of \$5,100 for increased teaching duties in the Department of Health and Exercise Sciences, August 16, 2011 through December 31, 2011.

Bemben, Michael G., Professor and Chair of the Department of Health and Exercise Science, and C. B. Hudson/Torchmark Presidential Professor, annualized rate of \$117,967 for 12 months (\$9,830.55 per month), additional stipend of \$5,100 for increased teaching duties in the Department of Health and Exercise Science, August 16, 2011 through December 31, 2011.

Britt, Brian A., Associate Professor of Music, Associate Director of Bands, and Gene Braught Chair in Music, annualized rate of \$108,150 for 12 months (\$9,012.50 per month), additional stipend of \$7,150 for serving as Assistant Director, Undergraduate Student Coordinator, School of Music, August 16, 2011 through May 15, 2012.

Buetel, Ann M., Associate Professor of Sociology and Adjunct Associate Professor of Women's and Gender Studies, salary changed from annualized rate of \$65,999 for 9 months (\$7,333.19 per month) to annualized rate of \$68,000 for 9 months (\$7,555.56 per month), August 16, 2011. July 2011 Salary Plan compression.

Burge, Stephanie W., Assistant Professor of Sociology and Adjunct Assistant Professor of Women's and Gender Studies, salary changed from annualized rate of \$56,650 for 9 months (\$6,294.44 per month) to annualized rate of \$59,000 for 9 months (\$6,555.56 per month), August 16, 2011. July 2011 Salary Plan compression.

Burgess, Donald W., Research Fellow, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$153,890 for 12 months (\$12,824.17 per month), 1.00 time, to annualized rate of \$76,945 for 12 months (\$6,412.08 per month), 0.50 time, August 1, 2011. Paid from grant funds; subject to availability of funds.

Burns, Thomas J., Professor of Sociology, salary changed from annualized rate of \$94,144 for 9 months (\$10,460.47 per month) to annualized rate of \$96,897 for 9 months (\$10,766.36 per month), August 16, 2011. July 2011 Salary Plan compression.

Butler, Elizabeth C., Professor of Civil Engineering and Environmental Science, salary changed from annualized rate of \$82,523 for 9 months (\$9,169.17 per month) to annualized rate of \$87,523 for 9 months (\$9,724.73 per month), August 16, 2011. July 2011 Salary Plan compression.

Callahan, Marjorie P., Associate Professor of Architecture, delete titles Associate Dean of Undergraduate Programs and Coordinator of Bachelor of Science in Environmental Design Program, salary changed from annualized rate of \$107,270 for 12 months (\$8,939.14 per month) to annualized rate of \$77,752 for 9 months (\$8,639.08 per month), August 16, 2011. Changing from 12-month academic administrator to 9-month faculty.

Carter, Christopher S., Associate Professor of English, annualized rate of \$57,986 for 9 months (\$6,442.88 per month), additional stipend of \$4,000 for serving as Co-Director of First Year Composition English, September 1, 2011 through May 31, 2012.

Chapple, Constance, Associate Professor of Sociology and Adjunct Associate Professor of Women's and Gender Studies, salary changed from annualized rate of \$62,820 for 9 months (\$6,980.00 per month) to annualized rate of \$66,000 for 9 months (\$7,333.33 per month), August 16, 2011. July 2011 Salary Plan compression.

Cichewicz II, Robert H., Associate Professor of Chemistry and Biochemistry, salary changed from annualized rate of \$76,141 for 9 months (\$8,460.11 per month) to annualized rate of \$88,141 for 9 months (\$9,793.44 per month), August 16, 2011. July 2011 Salary Plan compression.

Clark, Robert V., Assistant Professor of Sociology, salary changed from annualized rate of \$57,783 for 9 months (\$6,420.33 per month) to annualized rate of \$60,000 for 9 months (\$6,666.67 per month), August 16, 2011. July 2011 Salary Plan compression.

Clifton, Sandra W., Research Scientist, Chemistry and Biochemistry, salary changed from annualized rate of \$30,000 for 12 months (\$2,500.00 per month), 0.50 time, to annualized rate of \$30,500 for 12 months (\$2,541.67 per month), 0.50 time, July 1, 2011. Paid from grant funds; subject to availability of funds.

Cook, Rena R., Professor of Drama, salary changed from annualized rate of \$61,101 for 9 months (\$6,789.00 per month) to annualized rate of \$64,000 for 9 months (\$7,111.11 per month), August 16, 2011. Compression increase.

Devenport, Lynn D., Professor of Psychology, annualized rate of \$84,682 for 9 months (\$9,409.17 per month), additional stipend of \$22,838 for serving as Chair of the Norman Campus Institutional Review Board, July 1, 2010 through July 31, 2011. Correction to September 2010 agenda.

Drege, Lance, Associate Professor of Music, annualized rate of \$61,515 for 9 months (\$6,834.97 per month), additional stipend of \$7,319 for serving as Undergraduate Student Advisor in the School of Music, August 16, 2011 through May 15, 2012.

Duncan, Kathleen E., Research Associate Professor of Botany and Microbiology, delete title Research Associate Professor of the Energy Center, salary remains at annualize rate of \$30,000 for 12 months (\$2,500.00 per month), 0.65 time, September 1, 2011. Paid from grant funds; subject to availability of funds.

Elwood Madden, Megan E., Assistant Professor of Geology and Geophysics, salary changed from annualized rate of \$63,036 for 9 months (\$7,004.00 per month) to annualized rate of \$68,659 for 9 months (\$7,628.78 per month), August 16, 2011. Compression increase.

Eodice, Michele A., Associate Professor of Writing and Executive Director of Learning, Teaching, and Writing Program, delete title Director of the Writing Center and Writing Across the Curriculum Program, given additional title Associate Provost for Academic Engagement, salary remains at annualized rate of \$106,090 for 12 months (\$8,840.83 per month), September 1, 2011.

Fast, Barbara R., Professor of Music, given additional title Freida Derdeyn Bambas Professor of Piano, salary changed from annualized rate of \$71,357 for 9 months (\$7,928.60 per month) to annualized rate of \$81,357 for 9 months (\$9,039.71 per month), August 16, 2011.

Frazier, Martin W., Associate Professor of International and Area Studies, and ConocoPhillips Petroleum Professor of International and Area Studies #2, title changed from Director to Chair of the Department of International and Area Studies, salary remains at annualized rate of \$133,076 for 12 months (\$11,089.67 per month), August 16, 2011.

Ghosh, Dipankar, Professor of Accounting and John E. Mertes Jr. Presidential Professor, delete titles Executive Director of Masters of Business Administration in MBA Program and Steed Professor of Accounting #3; given additional titles Executive Director of Business Energy Solutions Center and David C. Steed Chair in Accounting; salary changed from annualized rate of \$156,296 for 9 months (\$17,366.26 per month) to annualized rate of \$180,000 for 9 months (\$20,000.00 per month), August 16, 2011.

Grillot, Larry R., Dean and Professor of the College of Earth and Energy, and Lester A. Day Family Chair, delete title Director of Sarkey's Energy Center, salary remains at annualized rate of \$225,081 for 12 months (\$18,756.71 per month), August 16, 2011.

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 \$3,250 for increased teaching duties in the Division of Marketing and Supply Chain Management, August 16, 2011 through December 31, 2011.

Hackney, Jennifer K., Assistant Professor of Sociology, salary changed from annualized rate of \$49,929 for 9 months (\$5,547.66 per month) to annualized rate of \$53,000 for 9 months (\$5,888.89 per month), August 16, 2011. July 2011 Salary Plan compression.

Halterman, Ronald L., Professor of Chemistry and Biochemistry, salary changed from annualized rate of \$84,189 for 9 months (\$9,354.29 per month) to annualized rate of \$88,189 for 9 months (\$9,798.73 per month), August 16, 2011. July 2011 Salary Plan compression.

Heinzelman, Peter J., Assistant Professor of Chemical, Biological and Materials Engineering, salary changed from annualized rate of \$77,250 for 9 months (\$8,583.33 per month) to annualized rate of \$80,500 for 9 months (\$8,944.44 per month), August 16, 2011. July 2011 Salary Plan compression.

Hoffard, Craig W., Associate Professor of Health and Exercise Science, annualized rate of \$60,599 for 9 months (\$6,733.19 per month), additional stipend of \$4,794 for increased teaching duties in the Department of Health and Exercise Science, August 16, 2011 through December 31, 2011.

Hope, Trina L., Associate Professor of Sociology, salary changed from annualized rate of \$67,091 for 9 months (\$7,454.59 per month) to annualized rate of \$69,500 for 9 months (\$7,722.22 per month), August 16, 2011. July 2011 Salary Plan compression.

Jentoft, Rolf E., Research Associate, Chemical, Biological and Materials Engineering, salary changed from annualized rate of \$55,000 for 12 months (\$4,583.33 per month) to annualized rate of \$56,650 for 12 months (\$4,720.83 per month), August 1, 2011. Merit increase. Paid from grant funds; subject to availability of funds.

Julian, Jason P., Assistant Professor of Geography and Environmental Sustainability, salary changed from annualized rate of \$57,500 for 9 months (\$6,388.89 per month) to annualized rate of \$63,081 for 9 months (\$7,009.00 per month), August 16, 2011. July 2011 Salary Plan compression.

Kanak, Katharine M., Research Scientist, Meteorology, salary changed from annualized rate of \$32,576 for 12 months (\$2,714.68 per month), 0.50 time, to annualized rate of \$33,553 for 12 months (\$2,796.12 per month), 0.50 time, July 1, 2011. Paid from grant funds; subject to availability of funds.

Keranen, Kathleen M., Assistant Professor of Geology and Geophysics, salary changed from annualized rate of \$62,830 for 9 months (\$6,981.11 per month) to annualized rate of \$69,030 for 9 months (\$7,670.00 per month), August 16, 2011. Compression increase.

Kershen, Drew L., Professor of Law and Earl Sneed Centennial Professor of Law, intention to retire effective May 2012, in lieu of completing post-tenure review in Spring 2011.

Kibbey, Tohren C., Professor of Civil Engineering and Environmental Science, salary changed from annualized rate of \$84,698 for 9 months (\$9,410.88 per month) to annualized rate of \$89,698 for 9 months (\$9,966.44 per month), August 16, 2011. July 2011 Salary Plan compression.

Kile, Mia S., Visiting Associate Professor and Interim Director of the Division of Interior Design, salary changed from annualized rate of \$75,500 for 12 months (\$6,291.67 per month) to annualized rate of \$87,000 for 12 months (\$7,250.00 per month), July 1, 2011.

Klebba, Phillip E., Professor of Chemistry and Biochemistry, salary changed from annualized rate of \$103,180 for 9 months (\$11,464.44 per month) to annualized rate of \$110,180 for 9 months (\$12,242.22 per month), August 16, 2011. July 2011 Salary Plan compression.

Kosmopoulou, Georgia, Professor of Economics and Edith Kinney Gaylord Presidential Professor, salary changed from annualized rate of \$142,036 for 9 months (\$15,781.78 per month) to annualized rate of \$146,297 for 9 months (\$16,255.23 per month), August 16, 2011. Merit retention increase.

Landis, Joshua M., Associate Professor of International and Area Studies and of International Programs Center, title changed from Co-Director to Director of the Center for Middle East Studies, salary remains at annualized rate of \$77,251 for 9 months (\$8,583.44 per month), August 16, 2011.

Li, Jun, Assistant Professor of Chemistry and Biochemistry, salary changed from annualized rate of \$72,100 for 9 months (\$8,011.11 per month) to annualized rate of \$74,100 for 9 months (\$8,233.33 per month), August 16, 2011. July 2011 Salary Plan compression.

Liu, Shaorong, Professor of Chemistry and Biochemistry, salary changed from annualized rate of \$105,060 for 9 months (\$11,673.33 per month) to annualized rate of \$120,060 for 9 months (\$13,340.00 per month), August 16, 2011. July 2011 Salary Plan compression.

Livesey, Nina E., Assistant Professor of Liberal Studies, delete title Assistant Professor of Arts and Sciences Dean Direct Faculty, given additional title Assistant Professor of Religious Studies, salary remains at annualized rate of \$46,500 for 9 months (\$5,166.67 per month), August 16, 2011. Appointment split .50 FTE in Liberal Studies and .50 FTE in Religious Studies.

Lomazoff, Eric B., Assistant Professor of Classics and Letters, given additional title Wick Cary Professor in the Institute for the American Constitutional Heritage #1, salary remains at annualized rate of \$58,000 for 9 months (\$6,444.44 per month), August 16, 2011.

Lupia, Richard A., Associate Professor of Geology and Geophysics, Associate Professor and Associate Curator, Sam Noble Oklahoma Museum of Natural History, salary changed from annualized rate of \$82,299 for 12 months (\$6,858.25 per month) to annualized rate of \$84,299 for 12 months (\$7,024.92 per month), July 1, 2011. Compression increase.

Madden, Andrew S., Assistant Professor of Geology and Geophysics, salary changed from annualized rate of \$57,783 for 9 months (\$6,420.33 per month) to annualized rate of \$68,659 for 9 months (\$7,628.78 per month), August 16, 2011. Compression increase.

Magruder, Kerry V., Associate Professor of Bibliography and Curator of History of Science Collections, University Libraries, given additional title John H. and Drusa B. Cable Chair of the History of Science Collections, salary remains at annualized rate of \$75,033 for 12 months (\$6,252.75 per month), October 1, 2011.

Mao, Chuanbin, Professor of Chemistry and Biochemistry and Edith Kinney Gaylord Presidential Professor, salary changed from annualized rate of \$94,596 for 9 months (\$10,510.67 per month) to annualized rate of \$103,596 for 9 months (\$11,510.67 per month), August 16, 2011. July 2011 Salary Plan compression.

Montminy, Martin, Professor of Philosophy, salary changed from annualized rate of \$62,933 for 9 months (\$6,992.56 per month) to annualized rate of \$64,000 for 9 months (\$7,111.11 per month), August 16, 2011. Compression increase.

Morvant, Mark C., Associate Professor and Assistant Chair of the Department of Chemistry and Biochemistry, salary changed from annualized rate of \$67,091 for 9 months (\$7,454.59 per month) to annualized rate of ~~\$74,091 for 9 months (\$8,232.37 per month)~~ \$77,091 for 9 months (\$8,565.70 per month), August 16, 2011. July 2011 Salary Plan compression and administrative stipend.

Munoz, Ricky T., Clinical Assistant Professor of Social Work at Tulsa, annualized rate of \$61,800 for 12 months (\$5,150.00 per month), additional stipend of \$4,200 for increased teaching duties in the Anne and Henry Zarrow School of Social Work at Tulsa, August 16, 2011 through December 31, 2011.

Nicholas, Kenneth M., George Lynn Cross Research Professor and Professor of Chemistry and Biochemistry, salary changed from annualized rate of \$115,868 for 9 months (\$12,874.23 per month) to annualized rate of \$120,868 for 9 months (\$13,429.79 per month), August 16, 2011. July 2011 Salary Plan compression.

Pasque, Penny A., Assistant Professor of Educational Leadership and Policy Studies, salary changed from annualized rate of \$54,570 for 9 months (\$6,063.33 per month) to annualized rate of \$62,207 for 9 months (\$6,911.89 per month), August 16, 2011. Correction to July 2011 Salary Plan.

Pepper, Amelia S., Assistant Professor of Law, annualized rate of \$80,834 for 12 months (\$6,736.17 per month), additional stipend of \$6,000 for increased teaching duties in the College of Law, August 16, 2011 through May 15, 2012.

Petrushenko, Zoya M., Research Assistant Professor of Chemistry and Biochemistry, salary changed from annualized rate of \$35,000 for 12 months (\$2,916.67 per month) to annualized rate of \$36,000 for 12 months (\$3,000.00 per month), July 1, 2011. Paid from grant funds; subject to availability of funds.

Piotrowski, Martin P., Assistant Professor of Sociology, salary changed from annualized rate of \$56,650 for 9 months (\$6,294.44 per month) to annualized rate of \$61,000 for 9 months (\$6,777.78 per month), August 16, 2011. July 2011 Salary Plan compression.

Portis, Diane M., title changed from Senior Research Associate to Research Assistant, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$48,279 for 12 months (\$4,023.25 per month), 0.50 time, to rate of \$43,449 for 12 months (\$46.42 per hour), 0.45 time, July 16, 2011. Changing from 12-month appointment to hourly appointment. Paid from grant funds; subject to availability of funds.

Porwancher, Andrew R., Assistant Professor of Classics and Letters, given additional title Wick Cary Professor in the Institute for the American Constitutional Heritage #2, salary remains at annualized rate of \$60,000 for 9 months (\$6,666.67 per month), August 16, 2011.

Pulat, Babur M., Research Associate, Engineering Dean's Office, salary changed from annualized rate of \$98,020 for 12 months (\$8,168.33 per month) to annualized rate of \$99,980 for 12 months (\$8,331.67 per month), July 1, 2011. Paid from grant funds; subject to availability of funds.

Purcell, Darren E., Assistant Professor of Geography and Environmental Sustainability, salary changed from annualized rate of \$61,212 for 9 months (\$6,801.35 per month) to annualized rate of \$67,153 for 9 months (\$7,461.44 per month), August 16, 2011. July 2011 Salary Plan compression.

Reichardt, Sarah J., Associate Professor of Music, annualized rate of \$52,716 for 9 months (\$5,857.38 per month), additional stipend of \$3,986 for serving as Undergraduate Studies Coordinator in the School of Music, August 16, 2011 through May 15, 2012.

Rice, Charles V., Associate Professor of Chemistry and Biochemistry, salary changed from annualized rate of \$79,364 for 9 months (\$8,818.27 per month) to annualized rate of \$84,364 for 9 months (\$9,373.83 per month), August 16, 2011. July 2011 Salary Plan compression.

Robb Larkins, Erika, Assistant Professor of International and Area Studies, given additional title Wick Cary Professor in International Studies #1, salary remains at annualized rate of \$62,000 for 9 months (\$6,888.89 per month), August 16, 2011.

Rook-Koepsel, Emily, Assistant Professor of International and Area Studies, given additional title Wick Cary Professor in International Studies #2, salary remains at annualized rate of \$59,000 for 9 months (\$6,555.56 per month), August 16, 2011.

Saltzstein, Jennifer A., Assistant Professor of Music, annualized rate of \$44,125 for 9 months (\$4,902.80 per month), additional stipend of \$4,000 for increased teaching duties in the School of Music, August 16, 2011 through December 31, 2011.

Scaperlanda, Michael A., Professor of Law, and Gene and Elaine Edwards Family Chair in Law, annualized rate of \$170,424 for 9 months (\$18,936.00 per month), additional stipend of \$42,606 for serving as Special Assistant to the President, NCA-Higher Learning Commission, August 16, 2011 through May 15, 2012

Self, Charles C., Professor of Journalism and Mass Communication and Edward L. and Thelma Gaylord Chair in Journalism and Mass Communication, annualized rate of \$160,878 for 9 months (\$17,875.39 per month), additional stipend of \$1,500 for increased teaching duties in the Gaylord College of Journalism and Mass Communication, August 22, 2011 through December 16, 2011.

Sharp, Susan F., Professor of Sociology, L.J. Semrod Presidential Professor, and Adjunct Professor of Women's and Gender Studies, salary changed from annualized rate of \$101,771 for 9 months (\$11,307.94 per month) to annualized rate of \$104,524 for 9 months (\$11,613.83 per month), August 16, 2011. July 2011 Salary Plan compression.

Shen, Jana K., Assistant Professor of Chemistry and Biochemistry, salary changed from annualized rate of \$68,289 for 9 months (\$7,587.67 per month) to annualized rate of \$75,289 for 9 months (\$8,365.44 per month), August 16, 2011. July 2011 Salary Plan compression.

Sherry, Rebecca A., Research Assistant Professor of Botany and Microbiology, given additional title Lecturer of Interdisciplinary Perspectives on the Environment, salary changed from annualized rate of \$23,882 for 12 months (\$1,990.17 per month), 0.56 time, to annualized rate of \$35,882 for 12 months (\$2,990.17 per month), 0.81 time, August 1, 2011. Appointment split .56 FTE in Botany/Microbiology and .25 FTE in IPE.

Shortle, Allyson, title changed from Assistant Professor to Acting Assistant Professor of Political Science, salary changed from annualized rate of \$61,000 for 9 months (\$6,777.78 per month) to annualized rate of \$59,000 for 9 months (\$6,555.56 per month), August 16, 2011.

Smith, Laurel, Assistant Professor of Geography and Environmental Sustainability and of Honors, and Adjunct Assistant Professor of Women's and Gender Studies, salary changed from annualized rate of \$59,989 for 9 months (\$6,665.44 per month) to annualized rate of \$62,028 for 9 months (\$6,892.00 per month), August 16, 2011. July 2011 Salary Plan compression.

Smothermon, Connie S., Assistant Professor of Law, Assistant Director of Legal Writing and Research, and Director of Competitions, annualized rate of \$75,920 for 9 months (\$8,435.56 per month), additional stipend of \$30,000 for increased teaching duties in the College of Law, August 16, 2011 through May 15, 2012.

Soreghan, Michael J., Assistant Professor of Geology and Geophysics, salary changed from annualized rate of \$60,270 for 9 months (\$6,696.72 per month) to annualized rate of \$65,270 for 9 months (\$7,252.22 per month), August 16, 2011. Compression increase.

Spears, Bruce R., Research Associate, Petroleum and Geological Engineering, salary changed from annualized rate of \$71,008 for 12 months (\$5,917.34 per month) to annualized rate of \$78,008 for 12 months (\$6,500.78 per month), July 1, 2011.

St. John, Craig A., Professor and Chair of the Department of Sociology, salary changed from annualized rate of \$131,325 for 12 months (\$10,943.75 per month) to annualized rate of \$134,078 for 12 months (\$11,173.17 per month), July 1, 2011. July 2011 Salary Plan compression.

Suflita, Joseph M., Professor and George Lynn Cross Research Professor of Botany and Microbiology, and Mapco Professor of Environmental Quality, delete titles Director of Sarkey's Energy Center Institute for Energy and the Environment and Associate Director of Sarkey's Energy Center; given additional title Director of Institute for Energy and the Environment, salary remains at annualized rate of \$151,022 for 9 months (\$16,780.22 per month), August 16, 2011.

Tarabochia, Sandra L., Assistant Professor of English, annualized rate of \$64,000 for 9 months (\$7,111.11 per month), additional stipend of \$4,000 for serving as Co-Director of First Year Composition English, September 1, 2011 through May 31, 2012.

Wagner, Irvin L., Professor, Regent's Professor and David Ross Boyd Professor of Music, annualized rate of \$89,060 for 9 months (\$9,895.57 per month), additional stipend of \$9,419 for serving as Assistant Director and Coordinator of Graduate Studies in the School of Music, August 16, 2011 through May 15, 2012.

Walker-Esbaugh, Cheryl A., Instructor of Classics and Letters, annualized rate of \$49,778 for 9 months (\$5,530.94 per month), additional stipend of \$4,200 for increased teaching duties in the Department of Classics and Letters, August 16, 2011 through December 31, 2011.

Wawrik, Boris, Assistant Professor of Botany and Microbiology, salary changed from annualized rate of \$63,036 for 9 months (\$7,004.00 per month) to annualized rate of \$65,536 for 9 months (\$7,281.78 per month), August 16, 2011. Retention increase.

Weaver, Barry L., Associate Professor of Geology and Geophysics and Associate Dean of Mewbourne College of Earth and Energy, salary changed from annualized rate of \$108,499 for 12 months (\$9,041.58 per month) to annualized rate of \$111,755 for 12 months (\$9,312.93 per month), July 1, 2011. Changing from split appointment to 1.0 FTE as Associate Dean.

West, Ann H., Professor of Chemistry and Biochemistry, Edith Gaylord Harper Presidential Professor, and Joseph Brandt Professor, salary changed from annualized rate of \$119,597 for 9 months (\$13,288.57 per month) to annualized rate of \$121,597 for 9 months (\$13,510.79 per month), August 16, 2011. July 2011 Salary Plan compression.

Zgurskaya, Elena I., Professor of Chemistry and Biochemistry, salary changed from annualized rate of \$83,622 for 9 months (\$9,291.32 per month) to annualized rate of \$98,622 for 9 months (\$10,957.99 per month), August 16, 2011. July 2011 Salary Plan compression.

RESIGNATION(S)/TERMINATION(S):

Asojo, Abimbola O., Professor of Interior Design, July 5, 2011. Accepted position at the University of Minnesota.

Cramer, Joel T., Assistant Professor of Health and Exercise Science, August 1, 2011.

Ghosh, Anjan K., Visiting Professor of Electrical and Computer Engineering at Tulsa, August 1, 2011.

Kane, Matthew H., Assistant Professor of Electrical and Computer Engineering, August 1, 2011. Accepted position at Massachusetts Maritime Academy.

Vande Moortele, Steven G., Assistant Professor of Music, September 1, 2011. Accepted position at McGill University in Canada.

Zhou, Xuhui, Research Assistant Professor of Botany and Microbiology, July 1, 2011. Returning to China.

RETIREMENT(S):

Ralston, David A., Professor of Management and Entrepreneurship, Michael F. Price Chair in International Business #1, and Professor of International and Area Studies, August 1, 2011.

President Boren recommended the Board of Regents approve the academic personnel actions shown above, along with the FY 2012 Salary Increase Recommendations listed as corrections from the June agenda and attached hereto as Exhibit T.

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

Regent Rainbolt-Forbes moved the Board enter into executive session on Agenda Items #27, #28 and #29, to address the following issues: With respect to Agenda Item # 27, to address the personnel review and compensation of Athletic Director Castiglione and Football Coach Bob Stoops, with executive session authorized under 307B.1 for personnel matters; With respect to Agenda Items #28 and #29 for confidential communications with the University General Counsel on potential legal claims against the University arising in the course of its normal operations under Agenda Item #29 and in relation to potential conference affiliation realignment under Agenda Item #28. Executive session on these items is authorized under 307.B.4 not only for existing claims but also for potential and/or anticipated claims as interpreted in Attorney General Opinion 05-29. The following voted yes on the motion: Regents Rainbolt-Forbes, Dunning, Clark, Stuart, Weitzenhoffer and Bennett. The Chair declared the motion unanimously approved.

The executive session was held in Room 3B30 beginning at 2:31 p.m. and adjourned at 4:07 p.m.

The Board reconvened at 4:07 p.m. in the meeting room.

ADMINISTRATIVE AND PROFESSIONAL PERSONNEL ACTIONS – ALLHealth Sciences Center

LEAVE(S) OF ABSENCE:

O’Neal, Caroline M., Physician Assistant I, Medicine Hematology/Oncology, College of Medicine, paid leave of absence with Family Medical Leave, July 25, 2011, through October 23, 2011. Professional Nonfaculty.

NEW APPOINTMENT(S):

Boggs, Katrina D., Director of Patient Accounts, OU Physicians Tulsa, College of Medicine-Tulsa, annualized rate of \$100,000 for 12 months (\$8,333.33 per month), August 9, 2011. Managerial Staff.

Cagle, Kristi Jo, Neonatal Nurse Clinician, Pediatrics, College of Medicine, annualized rate of \$67,000 for 12 months (\$5,583.33 per month), May 26, 2011. Professional Nonfaculty.

Clark, Debra Ann, Nurse Practitioner, OU Physicians Faculty Clinics, College of Medicine, annualized rate of \$81,830 for 12 months (\$6,819.17 per month), June 13, 2011. Professional Nonfaculty.

Holt, Barbara Ann, Medical Informatics Project Manager, CMT Medical Informatics, College of Medicine-Tulsa, annualized rate of \$63,000 for 12 months (\$5,250.00 per month), July 18, 2011. Managerial Staff.

Judkins, Carrie Lynn, Neonatal Nurse Clinician, Pediatrics, College of Medicine, annualized rate of \$67,000 for 12 months (\$5,583.33 per month), May 26, 2011. Professional Nonfaculty.

Maphies, Jaclyn D., Nurse Practitioner, Cancer Center Clinical Services, College of Medicine, annualized rate of \$75,000 for 12 months (\$6,250.00 per month), August 18, 2011. Professional Nonfaculty.

Miller, Teresa Beth, Physician Assistant I, Obstetrics and Gynecology, College of Medicine, annualized rate of \$85,000 for 12 months (\$7,083.34 per month), July 5, 2011. Professional Nonfaculty.

Mix, Rachel Keast, Business Analyst, CMT Medical Informatics, College of Medicine-Tulsa, annualized rate of \$75,000 for 12 months (\$6,250.00 per month), August 31, 2011. Professional Nonfaculty.

Myers, Kristine Kelly Bleakley, Data Management Analyst III, CMT Medical Informatics, College of Medicine-Tulsa, annualized rate of \$80,000 for 12 months (\$6,666.67 per month), July 5, 2011. Professional Nonfaculty.

Schultz, Amanda Noelle, Nurse Practitioner, Pediatrics, College of Medicine, annualized rate of \$90,000 for 12 months (\$7,500.00 per month), July 20, 2011. Professional Nonfaculty.

Singer, Jacob T., Lead Behavior Analyst, Physical Therapy, College of Allied Health, annualized rate of \$62,000 for 12 months (\$5,167.00 per month), July 7, 2011. Professional Nonfaculty.

Vance, Christopher J., Senior IT Analyst, IT Data Center Hosting, Provost, annualized rate of \$73,000 for 12 months (\$6,083.34 per month), July 18, 2011. Professional Nonfaculty.

REAPPOINTMENT(S):

Herman, Kodi R., Program Manager, Internal Medicine, College of Medicine-Tulsa, annualized rate of \$60,000 for 12 months (\$5,000.00 per month), July 29, 2011. Administrative Staff.

Timi, Susan Anne, Chemotherapy Nurse, Peggy & Charles Stephenson Oklahoma Cancer Center, College of Medicine, annualized rate of \$64,500 for 12 months (\$5,375.00 per month), July 18, 2011. Professional Nonfaculty.

CHANGE(S):

Allison, Shannon, Clinical Physical Therapist, George Nigh Rehabilitation Institute, College of Medicine-Tulsa, salary changed from an annualized rate of \$37,786 for 12 months (\$3,148.86 per month) to an annualized rate of \$62,981 for 12 months (\$5,248.43 per month), September 1, 2011. Professional Nonfaculty. FTE change from .60 to 1.0

Birdwell, Anna C., Nurse Practitioner, Pediatrics, College of Medicine, salary changed from an annualized rate of \$75,554 for 12 months (\$6,296.17 per month) to an annualized rate of \$77,065 for 12 months (\$6,422.09 per month), .94 FTE, July 1, 2011. Professional Nonfaculty. Correction to budget.

Birdwell, Pamela Z., Quality & Credentialing Director, OU Physicians, College of Medicine, salary changed from an annualized rate of \$104,363 for 12 months (\$8,696.93 per month) to an annualized rate of \$105,396 for 12 months (\$8,783.04 per month), July 1, 2011. Administrative Staff. Correction to budget.

Bradford, Jennifer Cole, Resident, Anesthesiology, College of Medicine, salary changed from an annualized rate of \$51,340 for 12 months (\$4,278.34 per month) to an annualized rate of \$64,006 for 12 months (\$5,333.83 per month), July 18, 2011. Graduate Student. Promotion to PG5 plus Pediatric Fellowship.

Broadhurst, Connie Karlene, Chemotherapy Nurse, department changed from Peggy & Charles Stephenson Oklahoma Cancer Center, College of Medicine, to Cancer Center Clinical Services, College of Medicine, July 29, 2011. Professional Nonfaculty. Departmental transfer.

Chronister, Micki L., Chemotherapy Nurse, OU Physicians CHP Clinics, College of Medicine, salary changed from an annualized rate of \$58,832 for 12 months (\$4,902.59 per month) to an annualized rate of \$60,000 for 12 months (\$5,000.00 per month), July 1, 2011. Professional Nonfaculty. Correction to budget.

Clark, Cheryl L., title changed from Senior Staff Accountant, Office of the Provost, Provost, to Financial Administrator, Office of the Provost, Provost, August 1, 2011. Administrative Staff. Reclassification.

Clothier, Donald L., Senior Systems Analyst, Family Medicine, College of Medicine, salary changed from an annualized rate of \$67,708 for 12 months (\$5,642.35 per month) to an annualized rate of \$70,637 for 12 months (\$5,886.42 per month), July 1, 2011. Professional Nonfaculty. Correction to budget.

Davis, Scott B., Associate Director of Research Administration, Office of Research Administration, salary changed from an annualized rate of \$59,950 for 12 months (\$4,995.83 per month) to an annualized rate of \$61,150 for 12 months (\$5,095.84 per month), August 1, 2011. Administrative Staff. Correction to salary.

Elledge, Kevin, Executive Operations Director – OUP, OU Physicians, College of Medicine, salary changed from an annualized rate of \$152,945 for 12 months (\$12,745.46 per month) to an annualized rate of \$150,004 for 12 months (\$12,500.33 per month), July 1, 2011. Administrative Staff. Correction to budget.

Farney, Charles Joseph, title changed from Lead Operating Engineer/Mechanic, Tulsa Operations, Administrative Affairs Tulsa, to Associate Director of Operations, Tulsa Operations, Administrative Affairs Tulsa, salary changed from an annualized rate of \$60,591 for 12 months (\$5,049.27 per month) to an annualized rate of \$61,803 for 12 months (\$5,150.26 per month), July 1, 2011. Administrative Staff. Promotion.

Farringer, Robert W., Environmental Health Officer-Tulsa, Environmental Health & Safety, Provost, salary changed from an annualized rate of \$63,583 for 12 months (\$5,298.60 per month) to an annualized rate of \$64,829 for 12 months (\$5,402.45 per month), July 1, 2011. Managerial Staff. Correction to budget.

Fitzgerald, Kevin Austin, title changed from Director of Project Management Office, Office of the Provost, Provost, to Assistant Vice Provost of Project Management, Office of the Provost, Provost, salary changed from an annualized rate of \$91,955 for 12 months (\$7,662.92 per month) to an annualized rate of \$95,000 for 12 months (\$7,916.67 per month), August 5, 2011. Administrative Staff. Reclassification.

Foster, Pamela Gail, Physician Assistant II, OU Physicians CHP Clinics, College of Medicine, salary changed from an annualized rate of \$83,467 for 12 months (\$6,955.55 per month) to an annualized rate of \$91,800 for 12 months (\$7,650.00 per month), July 1, 2011. Professional Nonfaculty. Correction to budget.

Fuelling, Tracy Bonebrake, Chemotherapy Nurse, OU Physicians CHP Clinics, College of Medicine, salary changed from an annualized rate of \$56,610 for 12 months (\$4,717.50 per month) to an annualized rate of \$60,000 for 12 months (\$5,000.00 per month), July 1, 2011. Professional Nonfaculty. Correction to budget.

Garza, Denise, Chemotherapy Nurse, Cancer Center Clinical Services, College of Medicine, salary changed from an annualized rate of \$61,200 for 12 months (\$5,100.00 per month) to an annualized rate of \$60,000 for 12 months (\$5,000.00 per month), July 1, 2011. Professional Nonfaculty. Correction to budget.

Graham, Janis Lyn, title changed from Clinical Quality Improvement Coordinator, OU Physicians, College of Medicine, to Quality Manager, OU Physicians, College of Medicine, salary changed from an annualized rate of \$59,280 for 12 months (\$4,940.00 per month) to an annualized rate of \$66,313 for 12 months (\$5,526.08 per month), July 1, 2011. Professional Nonfaculty. Promotion.

Hagemann, Mary Cara, title changed from Physician Assistant I, OU Physicians CHP Clinics, College of Medicine, to Physician Assistant II, OU Physicians CHP Clinics, College of Medicine, salary changed from an annualized rate of \$76,500 for 12 months (\$6,375.00 per month) to an annualized rate of \$78,030 for 12 months (\$6,502.50 per month), July 1, 2011. Professional Nonfaculty. Reclassification.

Harcourt, Jacee Diana, title changed from Registered Nurse Clinician, Pediatrics, College of Medicine, to Nurse Practitioner, Pediatrics, College of Medicine, salary changed from an annualized rate of \$57,000 for 12 months (\$4,750.00 per month) to an annualized rate of \$75,000 for 12 months (\$6,250.00 per month), September 1, 2011. Professional Nonfaculty. Received license.

Hayes, Thomas B., Imaging Systems Engineer, Medicine Cardiology, College of Medicine, salary changed from an annualized rate of \$74,342 for 12 months (\$6,195.18 per month) to an annualized rate of \$77,381 for 12 months (\$6,448.41 per month), July 1, 2011. Professional Nonfaculty. Correction to budget.

Higbee, Rachel Leigh, title changed from Nurse Navigator, Peggy & Charles Stephenson Oklahoma Cancer Center, to Clinical Research Nurse III, Peggy & Charles Stephenson Oklahoma Cancer Center, salary changed from an annualized rate of \$58,813 for 12 months (\$4,901.08 per month) to an annualized rate of \$61,313 for 12 months (\$5,109.42 per month), July 1, 2011. Professional Nonfaculty. Promotion.

Holderman, Joseph H., title changed from Assistant Director of Operations for Mechanical, Electrical, and Plumbing, Tulsa Operations, Administrative Affairs Tulsa, to Associate Director of Operations, Tulsa Operations, Administrative Affairs Tulsa, salary changed from an annualized rate of \$70,392 for 12 months (\$5,866.02 per month) to an annualized rate of \$71,800 for 12 months (\$5,983.34 per month), July 1, 2011. Administrative Staff. Promotion.

Holliday, Melinda D., Ultrasonographer Technologist, OB Perinatal Center, College of Medicine-Tulsa, salary changed from an annualized rate of \$ 58,240 for 12 months (\$4,853.33 per month) to an annualized rate of \$60,320 for 12 months (\$5,026.67 per month), August 1, 2011. Technical/Paraprofessional. Received license.

Keene, Crystal D., title changed from Associate Director of Research Administration, Research Administration Office, Research Administration, to Basic Sciences Departmental Business Manager II, Microbiology & Immunology, College of Medicine, salary changed from an annualized rate of \$61,149 for 12 months (\$5,095.76 per month) to an annualized rate of \$63,000 for 12 months (\$5,250.00 per month), August 1, 2011. Administrative Staff. Departmental transfer.

Kimberling, Kelly, title changed from Manager of Professional Liability & Risk, OU Physicians, College of Medicine, to Assistant Director of Professional Liability and Risk Management, OU Physicians, College of Medicine, July 1, 2011. Administrative Staff. Promotion.

Lane, Karla M., title changed from Data Management Analyst II, CMT Medical Informatics, College of Medicine-Tulsa, to Data Management Analyst III, CMT Medical Informatics, College of Medicine-Tulsa, August 1, 2011. Professional Nonfaculty. Promotion.

Maxon, Stacey Palk, title changed from Executive Director of Development COM, University Development, Provost, to Executive Director of Development, University Development, Provost, salary changed from an annualized rate of \$102,000 for 12 months (\$8,500.00 per month) to an annualized rate of \$112,000 for 12 months (\$9,333.33 per month) July 1, 2011. Administrative Staff. Title change with increased responsibilities.

McCarty, Russell O., title changed from Data Management Analyst II, CMT Medical Informatics, College of Medicine-Tulsa, to Data Management Analyst III, CMT Medical Informatics, College of Medicine-Tulsa, August 1, 2011. Professional Nonfaculty. Promotion.

McClure, Heather Ann Perry, Executive Operations Director – OUP, OU Physicians, College of Medicine, salary changed from an annualized rate of \$152,945 for 12 months (\$12,745.46 per month) to an annualized rate of \$150,004 for 12 months (\$12,500.33 per month), July 1, 2011. Administrative Staff. Correction to budget.

Moore, Andrew E., title changed from Sponsored Program Coordinator, Medicine Infectious Diseases, College of Medicine, to Clinics Administrator, Medicine Infectious Diseases, College of Medicine, salary changed from an annualized rate of \$57,000 for 12 months (\$4,750.00 per month) to an annualized rate of \$65,000 for 12 months (\$5,416.67 per month), July 1, 2011. Managerial Staff. Promotion.

Morgal, Mary Susan, title changed from Clinical Specialist Nurse, Peggy & Charles Stephenson Oklahoma Cancer Center, College of Medicine, to Clinical Research Nurse III, Peggy & Charles Stephenson Oklahoma Cancer Center, College of Medicine, salary changed from an annualized rate of \$76,491 for 12 months (\$6,374.25 per month) to an annualized rate of \$78,020 for 12 months (\$6,501.74 per month), July 1, 2011. Technical/Paraprofessional. Title change.

Phillips, Lea Antonia, Clinician Registered Nurse, OU Physicians Faculty Clinics, College of Medicine, to Clinic Nurse Manager, OU Physicians Faculty Clinics, College of Medicine, salary changed from an annualized rate of \$56,566 for 12 months (\$4,713.84 per month) to an annualized rate of \$60,000 for 12 months (\$5,000.00 per month), July 1, 2011. Managerial Staff. Promotion.

Posey, Rachel R., Nurse Practitioner, OU Physicians CHP Clinics, College of Medicine, salary changed from an annualized rate of \$77,490 for 12 months (\$6,457.58 per month) to an annualized rate of \$81,830 for 12 months (\$6,819.17 per month), July 1, 2011. Professional Nonfaculty. Correction to budget.

Rae, Charla Y., title changed from Departmental Business Manager, CMT Family Practice, College of Medicine-Tulsa, to Clinical Departmental Business Administrator, CMT Family Practice, College of Medicine-Tulsa, salary changed from an annualized rate of \$59,613 for 12 months (\$4,967.75 per month) to an annualized rate of \$99,570 for 12 months (\$8,297.50 per month), June 1, 2011. Administrative Staff. Promotion.

Root, Jeremy D., title changed from Sponsored Program Coordinator, Research Center Tulsa, College of Medicine-Tulsa, to Program Manager, Research Center Tulsa, College of Medicine-Tulsa, salary changed from an annualized rate of \$68,000 for 12 months (\$5,666.67 per month) to an annualized rate of \$74,800 for 12 months (\$6,233.34 per month), June 1, 2011. Administrative Staff. Promotion.

Rowley, Debra Louise, Chemotherapy Nurse, Cancer Center Clinical Services, College of Medicine, salary changed from an annualized rate of \$68,682 for 12 months (\$5,723.49 per month) to an annualized rate of \$69,355 for 12 months (\$5,779.59 per month), July 1, 2011. Professional Nonfaculty. Correction to budget.

Ruth, John August, Resident, Pediatrics Residency Program, College of Medicine, salary changed from an annualized rate of \$62,473 for 12 months (\$5,206.08 per month) to an annualized rate of \$70,107 for 12 months (\$5,842.25 per month), July 1, 2011. Graduate Student. Promotion to PG4.

Sandefur, April Lynn, title changed from Marketing Manager, OU Physicians, College of Medicine, to Marketing and Outreach Assistant Director, OU Physicians, College of Medicine, salary changed from an annualized rate of \$65,400 for 12 months (\$5,450.00 per month) to an annualized rate of \$71,286 for 12 months (\$5,940.50 per month), July 1, 2011. Administrative Staff. Promotion.

Stepniewski, Monika Leigh, title changed from Registered Nurse Clinician, Pediatrics, College of Medicine, to Nurse Practitioner, Pediatrics, College of Medicine, salary changed from an annualized rate of \$57,000 for 12 months (\$4,750.00 per month) to an annualized rate of \$75,000 for 12 months (\$6,250.00 per month), August 1, 2011. Professional Nonfaculty. Received license.

Stricklin, John David, IT Architect, IT Shared Services, Provost, salary changed from an annualized rate of \$76,000 for 12 months (\$6,333.34 per month) to an annualized rate of \$90,000 for 12 months (\$7,500.00 per month), September 1, 2011. Professional Nonfaculty. Equity adjustment.

Winburn, Abigail J., Nurse Practitioner, Tulsa Student Affairs, salary changed from an annualized rate of \$81,800 for 12 months (\$6,816.66 per month) to an annualized rate of \$83,436 for 12 months (\$6,952.99 per month), July 1, 2011. Professional Nonfaculty. Correction to budget.

Wylie, Elizabeth J., title changed from Basic Sciences Departmental Business Manager II, Microbiology & Immunology, College of Medicine, to Clinical Departmental Business Administrator, Obstetrics & Gynecology, College of Medicine, salary changed from an annualized rate of \$58,813 for 12 months (\$4,901.08 per month) to an annualized rate of \$80,000 for 12 months (\$6,666.67 per month), July 18, 2011. Administrative Staff. Promotion.

NEPOTISM WAIVER(S):

Thompson, Kevin Mark, Laboratory Animal Specialist II, Educational Development & Support, College of Medicine. Kevin Thompson is the spouse of Dr. Britta Thompson. The College of Medicine is merging two administrative support units, the Clinical Skills Education and Testing Center and the Office of Educational Development and Support to form the Office of Medical Education. Mr. Thompson currently serves as a lab animal specialist and will continue to serve as such. Dr. Britta Thompson has been selected to serve as the new Director of the Office of Medical Education due to her experience and expertise. The benefit afforded by Dr. Thompson's administrative oversight outweighs the potential harm. Reporting structures have been designed to minimize any potential conflicts of interest. Dr. Thompson will not participate in performance evaluations or recommendations for compensation, promotion, or awards regarding Mr. Thompson. Dr. Jason Lees will be responsible for any such decisions, and will consult with Mr. Buddy Valentine, Mr. Thompson's direct supervisor, before doing so.

RESIGNATION(S)/TERMINATION(S):

Ackerman, Autumn Renae, Physician Assistant I, Bedlam Community and Campus, College of Medicine-Tulsa, June 6, 2011. Resignation.

Catania, Angela L., Clinics Administrator, CMT Pediatric Clinic, College of Medicine-Tulsa, June 4, 2011. Termination.

Collins, Edyth Michelle, Physician Assistant II, Otorhinolaryngology, College of Medicine, October 1, 2011. Resignation.

Cortez, Dana Sharee, Physician Assistant I, OU Physicians Faculty Clinics, College of Medicine, July 21, 2011. Resignation.

Miller, Michael Chad, IT Architect, IT Data Center Hosting, Provost, July 29, 2011. Resignation.

Nichols, Karen S., Assistant Director of Patient Accounts, OU Physicians, College of Medicine, June 17, 2011. Resignation.

Speegle, Lyubov Lynn, Physician Assistant I, Medicine Infectious Diseases, College of Medicine, September 10, 2011. Resignation.

Tomberlin, Stacy Lynn, Nurse Practitioner, Bedlam Community and Campus, College of Medicine-Tulsa, July 2, 2011. Resignation.

Norman Campus

NEW APPOINTMENT(S):

Britt, Mackenzie W., Administrator III, Corporate Engagement Office, annualized rate of \$102,000 for 12 months (\$8,500.00 per month), July 1, 2011. Administrative Staff.

Cadotte, Brian D., Information Technology Analyst II, Information Technology, annualized rate of \$61,000 for 12 months (\$5,083.33 per month), July 25, 2011. Managerial Staff.

Delaney, Casey T., Administrator III, Law Career Services, annualized rate of \$75,000 for 12 months (\$6,250.00 per month), July 25, 2011. Administrative Staff.

Devino, Nancy L., Associate Director for Research Program Development and Enrichment [Program Administrator III], Center for Research Program Development, annualized rate of \$85,000 for 12 months (\$7,083.33 per month), July 29, 2011. Managerial Staff.

Engelbrecht, Sean R., Information Technology Analyst II, Information Technology, annualized rate of \$60,000 for 12 months (\$5,000.00 per month), August 1, 2011. Managerial Staff.

Fisher, Sara E., Information Technology Specialist III, Office of the Bursar, annualized rate of \$75,000 for 12 months (\$6,250.00 per month), August 1, 2011. Managerial Staff.

Fraye, Jared, Coach/Sports Professional I, Athletic Department, annualized rate of \$70,000 for 12 months (\$5,833.33 per month), July 11, 2011. Managerial Staff.

Fuller, Marshall T., Program Administrator III, Center for Research Program Development and Enrichment, annualized rate of \$73,000 for 12 months (\$6,083.33 per month), August 15, 2011. Managerial Staff.

Gibson, Marvin, Coach/Sports Professional I, Athletic Department, annualized rate of \$65,000 for 12 months (\$5,416.67 per month), July 27, 2011. Managerial Staff.

Grimsley, James L., Director of the Center for Applied Research and Development and Assistant Vice President for Research (Administrative Officer), Office of the Vice President for Research, annualized rate of \$90,000 for 12 months (\$7,500.00 per month), 0.49 FTE, August 18, 2011. Administrative Officer.

Hamilton, Melanee R., Assistant Director [Admissions/Recruitment Specialist I, Prospective Student Services, annualized rate of \$65,000 for 12 months (\$5,416.67 per month), August 8, 2011. Managerial Staff.

Huffins, Christopher, Coach/Sports Professional II, Athletic Department, annualized rate of \$70,000 for 12 months (\$5,833.33 per month), July 18, 2011. Managerial Staff.

Korhonen, Marilyn L., Program Administrator III, College of Continuing Education Vice President's Office, annualized rate of \$65,000 for 12 months (\$5,416.67 per month), September 1, 2011. Managerial Staff.

Mallow, Christopher R., Information Technology Analyst III, Information Technology, annualized rate of \$85,000 for 12 months (\$7,083.33 per month), July 6, 2011. Managerial Staff.

Palk, Scott, Assistant Dean, Academic Affairs III, Law Center Student Services, annualized rate of \$127,000 for 12 months (\$10,583.33 per month), 0.85 FTE. Administrative Staff. Staff Attorney, Legal Counsel, annualized rate of \$43,000 for 12 months (\$3,583.33 per month), 0.15 FTE. Professional Staff, August 1, 2011.

Pettit, Jennifer Lesli, Program Administrator II, Public Service Mid Continent Center, annualized rate of \$61,400 for 12 months (\$5,116.70 per month), July 18, 2011. Managerial Staff.

Thomas, Aric V., Coach/Sports Professional I, Athletic Department, annualized rate of \$105,000 for 12 months (\$8,750.00 per month), July 8, 2011. Managerial Staff.

CHANGE(S):

Bond, Donnie R., title changed from Information Technology Analyst II to Information Technology Analyst III, salary changed from annualized rate of \$85,170 for 12 months (\$7,097.50 per month) to annualized rate of \$88,000 for 12 months (\$7,333.33 per month), July 1, 2011. Managerial Staff. Job Reclassification.

Boydston, Kevin, title changed from Information Technology Analyst II to Information Technology Analyst III, Information Technology Merrick, salary remains at annualized rate of \$78,030 for 12 months (\$6,502.50 per month), August 1, 2011. Managerial Staff. Job re-classification.

Braun, Janet K., Scientist/Research IV, Oklahoma Museum of Natural History, adding title Head Curator, salary remains at annualized rate of \$95,777 for 12 months (\$7,981.42 per month), July 1, 2011. Professional Staff. Temporary title from July 1, 2011 – June 30, 2012.

Brooks, Brandon J., title changed from Administrator II, Diversity Enrichment Programs to Development Associate I, Engineering Dean, salary changed from annualized rate of \$66,300 for 12 months (\$5,525.00 per month) to annualized rate of \$60,000 for 12 months (\$5,000.00 per month), August 15, 2011. Managerial Staff. Accept other job on campus.

Calhoun, Sean P., title changed from Information Technology Specialist I to Information Technology Analyst II, Information Technology, salary changed from annualized rate of \$53,351 for 12 months (\$4,445.92 to annualized rate of \$65,000 for 12 months (\$5,416.67 per month), May 1, 2011. Managerial Staff. Promotion.

Carrie, Gordon, Scientist/Research II, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$65,140 for 12 months (\$5,428.33 per month) to annualized rate of \$67,094 for 12 months (\$5,591.17 per month), July 1, 2011. Managerial Staff. July 2011 Salary Plan – 100% grant funded.

*Castiglione, Joseph R., Vice President for Intercollegiate Athletics Programs and Director of Athletics Athletic Department, review of compensation and contract of employment.

Cates, Carla L., Administrator II, PoroMechanics Institute, salary changed from annualized rate of \$69,529 for 12 months (\$5,794.05 per month) to annualized rate of \$70,210 for 12 months (\$5,850.85 per month), July 1, 2011. Administrative Staff. July 2011 Salary Plan – 100% grant funded.

Dyer, Suzette M., Director (Administrative Officer), Disability Resource Center, salary changed from annualized rate of \$79,307 for 12 months (\$6,608.92 per month) to annualized rate of \$89,307 for 12 months (\$7,442.25 per month), August 1, 2011. Administrative Officer. Increased responsibility.

Foster, Morris, Associate Vice President, Office of the Vice President for Research, annualized rate of \$101,978 for 12 months (\$8,498.17 per month), additional stipend of \$20,000, July 1, 2011 through June 30, 2012. Administrative Officer. Additional stipend for serving as Deputy Director for the Cancer Prevention and Control Center.

Gatewood, Elizabeth A., Administrator II, Printing, Mailing & Document Production Services, salary changed from annualized rate of \$64,561 for 12 months (\$5,380.12 per month) to annualized rate of \$71,018 for 12 months (\$5,918.14 per month), September 1, 2011. Administrative Staff. Additional duties.

Hayes, Ronald C., title changed from Executive Director, Recruitment Services to Administrator III, Admission and Records, salary changed from annualized rate of \$102,434 for 12 months (\$8,536.17 per month) to annualized rate of \$85,000 for 12 months (\$7,083.33 per month), July 1, 2011. Administrative Staff. Accepted internal position.

Heeney, Robert N., Assistant Vice President, Development Office, salary changed from annualized rate of \$142,800 for 12 months (\$11,900.00 per month) to annualized rate of \$158,800 for 12 months (\$13,233.33 per month), July 1, 2011. Administrative Officer. Increased responsibility.

Hoecker, David M., Information Technology Analyst III, Information Technology, salary changed from annualized rate of \$85,627 for 12 months (\$7,135.58 per month) to annualized rate of \$87,160 for 12 months (\$7,263.33 per month), July 1, 2011. Managerial Staff. July 2011 Salary Plan.

Houng, Vivian S., Health Care Professional III, Goddard Health Services, salary changed from annualized rate of \$86,063 for 12 months (\$7,171.88 per month), 0.62 FTE to annualized rate of \$99,950 for 12 months (\$8,329.15 per month), 0.72 FTE, August 22, 2011. Professional Staff. Voluntary change in FTE.

Johnson, Laura M., Administrator II, World Literature Today, salary changed from annualized rate of \$59,160 for 12 months (\$4,930.00 per month) to annualized rate of \$61,160 for 12 months (\$5,096.67 per month), July 1, 2011. Administrative Staff. Additional duties.

Johnson, Lindsey N., title changed from Marketing/Public Relations Specialist I to Information Technology Analyst III, Web Communications, salary changed from annualized rate of \$55,000 for 12 months (\$4,583.33 per month) to annualized rate of \$66,100 for 12 months (\$5,508.33 per month), July 1, 2011. Managerial Staff. Job reclassification.

Ketner, Pamela K., Information Technology Specialist II, Information Technology, salary changed from annualized rate of \$74,460 for 12 months (\$6,205.00 per month) to annualized rate of \$75,460 for 12 months (\$6,288.33 per month), July 1, 2011. Managerial Staff. Update to July 2011 Salary Plan.

Lai, Hongshing C., Information technology Specialist III, Chemistry/Biochemistry, salary changed from annualized rate of \$64,797 for 12 months (\$5,399.77 per month) to annualized rate of \$65,797 for 12 months (\$5,483.10 for 12 months, August 1, 2011. Managerial Staff. Merit.

Lea, Deborah, title changed from Financial Associate I to Financial Associate II, Development Office, salary changed from annualized rate of \$50,192 for 12 months (\$4,182.67 per month to annualized rate of \$70,000 for 12 months (\$5,833.33 per month), August 17, 2011. Managerial Staff. Promotion.

Lewis, Jennifer L., Technical Project Management Specialist II, Chemistry/Biochemistry, salary changed from annualized rate of \$36,557 for 12 months (\$3,046.43 per month), 0.50 FTE to annualized rate of \$36,903 for 12 months (\$3,075.27 per month), 0.50 FTE, July 1, 2011. Managerial Staff. July, 2011 Salary Plan – grant funded.

Liu, Chieh-Chun A., Information Technology Analyst III, Development Office, salary changed from annualized rate of \$61,800 for 12 months (\$5,150.00 per month), 1.0 FTE to annualized rate of \$56,800 for 12 months (\$4,733.33 per month), 0.76 FTE, August 1, 2011. Managerial Staff. Voluntary change in FTE.

Loffland, Caron C., Associate Director, Office of Professional and Career Development [University Student Program Specialist I], Law Career Services, salary changed from annualized rate of \$66,950 for 12 months (\$5,579.17 per month) to annualized rate of \$70,000 for 12 months (\$5,833.33 per month), May 17, 2011. Managerial Staff. Merit.

Mackie, Keith, Administrator II, Athletic Concessions, annualized rate of \$76,500 for 12 months (6,375.00 per month), additional stipend of \$10,000, July 1, 2010 through June 30, 2011. Administrative Staff. Part of compensation package.

Manford, Gary D., Program Administrator II, Public Service Mid Continent Center, salary changed from annualized rate of \$64,943 for 12 months (\$5,411.90 per month), 1.0 FTE to annualized rate of \$32,471 for 12 months (\$2,705.95 per month), 0.50 FTE, August 1, 2011. Managerial Staff. Voluntary change in FTE.

Martin, Joel D., Administrator III, Technology Transfer, salary changed from annualized rate of \$136,309 for 12 months (\$11,359.09 per month), 1.0 FTE to annualized rate of \$109,047 for 12 months (\$9,087.25 per month), 0.80 FTE. September 1, 2011. Salary will change to annualized rate of \$81,785 for 12 months (\$6,815.45 per month), 0.60 FTE, December 1, 2011; annualized rate of \$54,524 for 12 months (\$4,543.63 per month), 0.40 FTE, February 1, 2012 and to annualized rate of \$27,262 for 12 months (\$2,271.82 per month), 0.20FTE, April 1, 2012. Voluntary Change in FTE.

Miller, Fagan L., title changed from Information Technology Analyst II to Information Technology Analyst III, Information Technology Merrick, salary remains at annualized rate of \$70,252 for 12 months (\$5,854.30 per month), September 1, 2011. Managerial Staff. Job re-classification.

Monroe, Lisa A., Scientist/Researcher III, Education Instruction, salary changed from annualized rate of \$70,000 for 12 months (\$5,833.33 per month) to annualized rate of \$80,000 for 12 months (\$6,666.67 per month), July 1, 2011. Professional Staff. July 2011 Salary Plan – 100% grant funded.

Nelson, Tammie R., title changed from Managerial Associate II, Student Affairs Housing, Director's Office to Information Technology Analyst II, College of Continuing Education Information Technology, salary changed from annualized rate of \$54,240 for 12 months (\$4,520 for 12 months) to annualized rate of \$65,000 for 12 months (\$5,416.67 per month), July 11, 2011. Managerial Staff. Accept other job on campus.

Norris, Deborah J., Scientist/Researcher IV, Instructional Leadership and Academic Curriculum, salary changed from annualized rate of \$115,000 for 12 months (\$9,583.33 per month) to annualized rate of \$132,000 for 12 months (\$11,000 per month), July 1, 2011. Professional Staff. July 2011 Salary Plan – 100% grant funded.

Palk, Laura M., Staff Attorney, Legal Counsel, salary changed from annualized rate of \$107,100 for 12 months (\$8,925.00 per month), 0.87 FTE to annualized rate of \$123,100 for 12 months (\$10,258.33 per month), 1.0 FTE, August 1, 2011. Professional Staff. Voluntary change in FTE.

Payne, David K., Information Technology Analyst II, Information Technology, salary changed from annualized rate of \$53,581 for 12 months (\$4,465.05 per month) to annualized rate of \$70,000 for 12 months (\$5,833.33 per month), July 20, 2011. Managerial Staff. Additional responsibilities.

Price, Byron B., Director (Administrative Officer), University Press, salary changed from annualized rate of \$38,812 for 12 months (\$3,234.33 per month); 0.19 FTE to annualized rate of \$39,976 for 12 months (\$3,331.33 per month); 0.19 FTE, July 1, 2011. Administrative Officer. July, 2011 Salary Plan.

Smith, Linda S, Administrator III, Social Work, salary changed from annualized rate of \$67,140 for 12 months (\$5,595.00 per month) to annualized rate of \$68,483 for 12 months (\$5,706.90 per month), July 1, 2011. Administrative Staff. July, 2011 Salary Plan – 100% grant funded.

Stocks, Kam M., title changed from Marketing/Public Relations Specialist I to Marketing/Public Relations Specialist III, Web Communications, salary changed from annualized rate of \$55,000 for 12 months (\$4,583.33 per month) to annualized rate of \$66,100 for 12 months (\$5,508.33 per month), July 1, 2011. Managerial Staff. Job reclassification.

*Stoops, Robert A., Head Coach, Football, Athletic Department, review of compensatin and contract of employment.

Tadlock, Tim A., Coach/Sports Professional I, Athletic Department, salary changed from annualized rate of \$104,000 for 12 months (\$8,666.67 per month) to annualized rate of \$110,000 for 12 months (\$9,166.67 per month), July 1, 2011. Merit Increase.

Van Buskirk, Carl B., title changed from Technical Project Management Specialist II to Technical Project Management Specialist III, Chemistry/Biochemistry, salary changed from annualized rate of \$49,388 for 12 months (\$4,115.69 per month) to annualized rate of \$68,181 for 12 months (\$5,681.77 per month), July 12, 2011. Managerial Staff. Promotion.

Weiss, Kay, Managerial Associate II, Mu Alpha Theta, salary changed from annualized rate of \$62,478 for 12 months (\$5,206.50 per month) to annualized rate of \$64,352 for 12 months (\$5,362.70 per month), July 1, 2011. Managerial Staff. July 2011 Salary Plan – soft money funded.

NEPOTISM WAIVER(S):

Tribble, Nichole, Program Assistant III, Athletic Department, annualized rate of \$24,128 for 12 months (\$14.50 an hour), 0.80 FTE, July 25, 2011. Nichole Tribble is the sister of Kelly Files, Coach/Sports Professional II, Athletic Department. The related individuals will be working together on the University of Oklahoma volleyball staff in a coaching and administrative capacity. Each brings a unique skill set that assists our head coach in developing an outstanding volleyball program. Ms. Tribble will report directly to Coach/Sports Professional III, Santiago Restrepo. Ms. Files will have no supervisory capacity where Ms. Tribble is concerned.

RESIGNATION(S)/TERMINATION(S):

Bednarz, Joseph V., Information Technology Analyst III, Information Technology Merrick, September 17, 2017. Resignation – accepted job outside OU.

Bell, Michael J., Coach/Sports Professional I, Athletic Department, July 1, 2011. Resignation.

Bookout, Casey A., Information Technology Specialist III, Information Technology. August 1, 2011. Resignation – accepted job outside OU.

Boone, Dana B., Coach/Sports Professional II, Athletic Department, July 6, 2011. Resignation.
Capel III, Felton J., Coach/Sports Professional IV, Athletic Department, July 1, 2011. Resignation.

Cook, Rennie R., Associate Vice President, Alumni Affairs, July 1, 2011. Resignation.

DeJarnett, Belinda F., Information Technology Analyst II, Information Technology Merrick, August 20, 2011. Resignation.

Dempsey, Theta M., Temporary Employee, Parking Administration, July 1, 2011. End temporary employment.

Hansmeyer, Stacy C., Coach/Sports Professional I, Athletic Department, July 1, 2011. Resignation.

Hall, Kathy, Administrator II, Political Science, August 1, 2011. Reduction in Force.
Henson, Samuel, Coach/Sports Professional I, Athletic Department, July 1, 2011. Resignation.

Kerr, Charles S., Information Technology Analyst III, Cooperative Institute for Mesoscale Meteorological Studies, July 1, 2011. Contract Ends.

Loffland, Caron Catherine, University Student Program Specialist I, College of Law, July 23, 2011. Resignation.

Luttrell, Matthew T., Information Technology Analyst II, Information Technology Merrick, August 26, 2011. Termination.

Marsh, Deborah K., Administrator II, Research Administration Vice President's Office, July 2, 2011. Resignation.

Phillips, Gregory J., Administrator II, Athletic Department, August 2, 2011. Resignation.

RETIREMENT(S):

Ansell, Dorothy I., Program Administrator II, National Resource Center for Youth Services, October 1, 2011.

Blasiar, Deborah S, Program Administrator III, Southwest Prevention Center, July 1, 2011.

Daves, Michael F., Administrator II, Counseling and Testing, July 1, 2011.

Dover, Jeanne L., Financial Associate II, Development Office, August 18, 2011.

Freyer, Judith K, Administrator II, Development Office, September 1, 2011.

McGoldrick, Michael C., Administrator III, Physical Plant Administration Office, July 31, 2011.

Siska, John R., Technical Project Management Specialist III, Housing Maintenance, July 26, 2011.

Spates, John R., Coach/Sports Professional III, Athletic Department, August 1, 2011.

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

Regent Dunning moved approval of the following amended recommendation, that the Board of Regents approve the Administrative and Professional Personnel Actions in Agenda Item 27, with amendments as outlined in the document currently being provided to the members of the Board of Regents and as provided and available to the public (shown below). The following voted yes on the motion: Regents Rainbolt-Forbes, Dunning, Clark, Stuart, Weitzenhoffer and Bennett. The Chair declared the motion unanimously approved.

Castiglione, Joseph R., Vice President of Intercollegiate Athletics Programs and Director of Athletics, Athletic Department, that the employment contract be modified effective July 1, 2011 as follows:

1. Extend his employment term three (3) years from June 30, 2014 to June 30, 2017.
2. Increase Base Salary Compensation from \$350,000 annually to \$375,000 annually.
3. Increase the Financial Support from Private Funds for fundraising, marketing, personal services, promotional activities, and the fully vested tax-qualified supplemental retirement program (Supplemental Plan) from a total of \$400,000 annually to a total of \$540,000 annually.
4. Continue the established and current Stay Bonus Plan from private funds of a tax-qualified retirement program to fund and administer the current deferred compensation arrangement providing a stay bonus ("Stay Bonus Plan") which is fully vested with the Vice President on June 30, 2013 provided the Vice President remains employed at the University through that date subject to the current contract provisions.
5. Effective with the 2013-14 contract year on October 1, 2013 and on October 1 of each contract year thereafter ("Annual Date"), provide that the University shall pay Vice President as additional compensation from private funds within thirty (30) days of that date the annual sum of \$110,000 ("Annual Stay Bonus") subject to the following provisions. Vice President will be entitled to each Annual Stay Bonus if Vice President remains employed at the University as the Vice President and Athletics Director through each Annual Date.
6. Modify the current bonuses provided in recognition of extraordinary performance.
7. Authorize the President, with the assistance of the General Counsel, to negotiate and execute the final terms of the contract.

Stoops, Robert A., Head Football Coach, Athletic Department, that the employment contract be modified effective January 1, 2012 as follows:

1. Extend his employment contract three (3) years from December 31, 2015 to December 31, 2018.
2. Increase his Base Salary from \$250,000 annually to \$325,000 annually.
3. Continue his current additional and outside income from unrestricted private funds for personal services and fund raising activities for the University of \$3,325,000 annually effective January 1, 2012.

4. Continue and extend the annual increase in compensation from unrestricted private funds for personal services performed by the Coach for the University in the amount of \$200,000 effective January 1, 2013 through December 31, 2016. Effective January 1, 2017, the then annual total sum shall remain the same for the remaining years of the Contract term.
5. Change the date from July 1 of each contract year to June 1 of each contract year ("Annual Date") that the current Annual Stay Bonus in the annual sum of Seven Hundred Thousand Dollars (\$700,000) ("Annual Sum") is payable to Coach.
6. Modify his Additional Stay Benefit to the amount of Two Hundred Thousand Dollars (\$200,000) which will be payable in a single payment within 45 days following January 1, 2012; and, Two Hundred Thousand Dollars (\$200,000) which will be payable in a single payment within 45 days following January 1, 2014 respectively ("Stay Benefit").
7. Authorize the President and Athletic Director, with the assistance of the General Counsel, to negotiate and execute the final terms of the agreement.

CONFERENCE ALIGNMENT – NC

The Board of Regents discussed potential legal ramifications of athletic conference realignment options and/or consider new athletic conference membership and take any appropriate action in executive session, pursuant to Section 307B.4 of the Oklahoma Open Meetings Act.

Regent Rainbolt-Forbes moved the Board of Regents authorize the President of The University of Oklahoma to explore any and all potential athletics conference alignment options for the University of Oklahoma and to take any and all actions appropriate and necessary to effectuate such athletic conference membership, as may be in the best interests of the University. The following voted yes on the motion: Regents Rainbolt-Forbes, Dunning, Clark, Stuart, Weitzenhoffer and Bennett. The Chair declared the motion unanimously approved.

LITIGATION – ALL

The Board of Regents discussed litigation in executive session, pursuant to Section 307B.4 of the Oklahoma Open Meetings Act, but no action was taken and no report was given.

There being no further business, the meeting adjourned at 4:11 p.m.

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

**MINUTES OF A REGULAR MEETING
THE UNIVERSITY OF OKLAHOMA
SEPTEMBER 19, 2011**

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| Air Charter Service for 2011-2012 Basketball Season..... | 32772 |
| Amendment to Regents' Policy on Buying and Selling Goods and Services | 32773 |
| Revision to Student Alcohol Policy..... | 32774 |
| University of Oklahoma Policy Revisions Related to Sexual Assault | 32775 |
| Renewal of Health and Dental Insurance Contracts..... | 32777 |
| Easement of Oklahoma Gas and Electric Company..... | 32778 |
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Rogers State University Salary List

| <u>First</u> | <u>Last</u> | <u>Current Salary</u> | <u>Proposed Salary</u> |
|--------------|--------------------|-----------------------|------------------------|
| ReAnne | Ashlock | 42,000.00 | 43,260.00 |
| David | Barron | 67,000.00 | 69,010.00 |
| Richard | Beck | 150,000.00 | 154,500.00 |
| Bill | Beierschmitt | 99,000.00 | 101,970.00 |
| David | Blakely | 49,550.00 | 51,037.00 |
| Laura | Bottoms | 49,140.00 | 50,614.00 |
| C. Jerry | Bowen | 42,000.00 | 43,260.00 |
| Larry | Brewer | 41,130.00 | 42,364.00 |
| Bryce | Brimer | 48,630.00 | 50,089.00 |
| Ray | Brown | 128,000.00 | 131,840.00 |
| Theresa | Bycroft | 59,000.00 | 60,770.00 |
| James | Carey | 60,000.00 | 61,800.00 |
| Tom | Carment | 82,000.00 | 84,460.00 |
| Corinice | Cephus-Wilson | 65,000.00 | 66,950.00 |
| Diana | Clayton | 48,635.00 | 50,094.00 |
| Cathy | Coomer | 56,316.00 | 58,005.00 |
| Sharon | Corn Fernlund | 52,040.00 | 53,601.00 |
| J. Renee | Cox | 31,125.00 | 32,125.00 |
| Emily | Dial-Driver | 63,565.00 | 65,472.00 |
| Nandy | Diede | 79,500.00 | 81,885.00 |
| Djalalidin | Djayanbaev | 42,000.00 | 43,260.00 |
| Frank | Elwell | 99,000.00 | 101,970.00 |
| Larry | Elzo | 32,760.00 | 33,760.00 |
| Sally | Emmons-Featherston | 51,520.00 | 53,066.00 |
| Juliet | Evusa | 48,460.00 | 49,914.00 |
| Hugh | Foley | 55,965.00 | 57,644.00 |
| James | Ford | 65,600.00 | 67,568.00 |
| Sarah | Frye | 40,000.00 | 41,200.00 |
| Karmen | Gant | 50,000.00 | 51,500.00 |
| Roy | Gardner | 100,863.00 | 103,889.00 |
| Bruce | Garrison | 99,000.00 | 101,970.00 |
| Jeffery | Gentry | 77,640.00 | 79,969.00 |
| Nancy | Gill | 30,500.00 | 31,500.00 |
| Claudia | Glass | 44,260.00 | 45,588.00 |
| Don | Glass | 52,475.00 | 54,049.00 |
| Frank | Grabowski | 41,600.00 | 42,848.00 |
| Dana | Gray | 50,000.00 | 51,500.00 |
| Laura | Gray | 49,925.00 | 51,423.00 |
| Larry | Green | 60,135.00 | 61,939.00 |
| Douglas | Grenier | 56,585.00 | 58,283.00 |
| Tonni | Harrald | 59,380.00 | 61,161.00 |
| MaryRose | Hart | 53,915.00 | 55,532.00 |

Rogers State University Salary List

| <u>First</u> | <u>Last</u> | <u>Current Salary</u> | <u>Proposed Salary</u> |
|--------------|-------------|-----------------------|------------------------|
| William | Hart | 61,560.00 | 63,407.00 |
| Paul | Hatley | 56,110.00 | 57,793.00 |
| Myra | Haulmark | 70,300.00 | 72,409.00 |
| Kenneth | Hicks | 70,827.00 | 72,952.00 |
| Steve | Housel | 40,000.00 | 41,200.00 |
| M Jane | Johansson | 49,140.00 | 50,614.00 |
| D. Sue | Katz | 56,875.00 | 58,581.00 |
| Cathy | Kennemer | 50,000.00 | 51,500.00 |
| Jae-Ho | Kim | 54,035.00 | 55,656.00 |
| Johnny Mark | Kirk | 35,000.00 | 36,050.00 |
| Holly | Kruse | 45,000.00 | 46,350.00 |
| Vadym | Kyrylov | 89,200.00 | 91,876.00 |
| Tetyana | Kyrylova | 28,500.00 | 29,500.00 |
| Alan | Lawless Jr. | 67,200.00 | 69,216.00 |
| Cliff | Layton | 62,410.00 | 64,282.00 |
| Diana | Lurz | 58,745.00 | 60,507.00 |
| Thomas | Luscomb | 47,605.00 | 49,033.00 |
| Carla | Lynch | 51,500.00 | 53,045.00 |
| Mary | Mackie | 49,925.00 | 51,423.00 |
| Peter | Macpherson | 106,080.00 | 109,262.00 |
| Gary | Marche' | 55,070.00 | 56,722.00 |
| Abe | Marrero | 71,600.00 | 73,748.00 |
| Keith | Martin | 85,500.00 | 88,065.00 |
| J. Michael | McKeon | 47,075.00 | 48,487.00 |
| Mark | Meadors | 100,000.00 | 103,000.00 |
| Mike | Miller | 37,280.00 | 38,398.00 |
| Gary | Moeller | 81,339.00 | 83,779.00 |
| Frances | Morris | 31,125.00 | 32,125.00 |
| Roya | Namavar | 35,620.00 | 36,689.00 |
| David | Newcomb | 54,685.00 | 56,326.00 |
| Gary | Nodine | 59,500.00 | 61,285.00 |
| Clement | Ohman | 50,185.00 | 51,691.00 |
| Lois | O'Neal | 46,620.00 | 48,019.00 |
| Scott | Reed | 30,000.00 | 31,000.00 |
| Brian | Reeves | 71,500.00 | 73,645.00 |
| Adele | Register | 49,885.00 | 51,382.00 |
| Sam | Richardson | 51,900.00 | 53,457.00 |
| Katarzyna | Roberts | 42,000.00 | 43,260.00 |
| Richard | Ronan | 51,160.00 | 52,695.00 |
| Massood | Saffarian | 60,000.00 | 61,800.00 |
| John | Sample | 53,570.00 | 55,177.00 |
| Daniel | Schiedel | 91,000.00 | 93,730.00 |

Rogers State University Salary List

| <u>First</u> | <u>Last</u> | Current Salary | Proposed Salary |
|---------------------|--------------------|-----------------------|------------------------|
| Denny | Schmickle | 43,680.00 | 44,990.00 |
| Patricia | Seward | 62,125.00 | 63,989.00 |
| Katherine | Sims | 50,000.00 | 51,500.00 |
| Marsha | Sipes | 50,000.00 | 51,500.00 |
| Karen | Smith | 51,000.00 | 52,530.00 |
| Min | Soe | 58,500.00 | 60,255.00 |
| Evalon | St. John | 50,875.00 | 52,401.00 |
| Terry | Sutton | 57,640.00 | 59,369.00 |
| David | Tait | 55,400.00 | 57,062.00 |
| Carolyn | Taylor | 92,500.00 | 95,275.00 |
| Quentin | Taylor | 52,975.00 | 54,564.00 |
| Gregory | Thompson | 54,045.00 | 55,666.00 |
| Tobie | Titsworth | 100,000.00 | 103,000.00 |
| Hubert | Tollison | 77,680.00 | 80,010.00 |
| Brenda | Tuberville | 50,400.00 | 51,912.00 |
| John | Uzzo | 60,000.00 | 61,800.00 |
| Monica | Varner | 49,810.00 | 51,304.00 |
| Tom | Volturo | 165,000.00 | 169,950.00 |
| Kirk | Voska | 52,270.00 | 53,838.00 |
| Kirk | Weller | 42,000.00 | 43,260.00 |
| Joel | White | 45,000.00 | 46,350.00 |
| Amy | Williams | 57,500.00 | 59,225.00 |
| W. Lee | Williams | 45,180.00 | 46,535.00 |
| Bob | Willis | 49,945.00 | 51,443.00 |
| Susan | Willis | 67,000.00 | 69,010.00 |
| Beverly | Wise | 50,000.00 | 51,500.00 |
| Kevin | Woller | 55,535.00 | 57,201.00 |
| Craig | Zimmerman | 43,500.00 | 44,805.00 |



RSU FOUNDATION

Rogers State University Foundation Agreement with Rogers State University

This agreement is made and entered into between Rogers State University and the Rogers State University Foundation.

The Rogers State University Foundation Board of Directors voted at their regular meeting, April 21, 2011 to transfer ownership of the Rogers State University Foundation and Alumni Center to Rogers State University with the condition that adequate office space on the RSU Claremore campus is made available for the Rogers State University Foundation.

IN WITNESS WHEREOF, the parties have signed.

Rogers State University

By: *Larry Reiter*
President

May 5, 2011
Date

Rogers State University Foundation

By: *H. Eddie Reynolds*
Chairman

May 5, 2011
Date

By: *Darlene Boyce*
Executive Director

May 5, 2011
Date



Okahoma Higher Education Employee Insurance Group (OKHEEIG)
 2011 Monthly Premiums
 For Active Employees



Oklahoma Higher Education
Employee Insurance Group

| HEALTH INSURANCE RATES | Employee | Spouse | Child | Children | Spouse + Child/ren |
|-------------------------------|-----------------|--------------------------|-------------------------|----------------------------|--------------------------------------|
| BLUE CROSS PPO HIGH OPTION | 472.80* | 496.40 | 189.10 | 378.20 | 874.70 |
| BLUE CROSS PPO BASIC OPTION | 356.20* | 374.00 | 142.40 | 284.90 | 658.90 |
| BCBSOK DENTAL RATES | | | | | |
| | Employee | Employee + Spouse | Employee + Child | Employee + Children | Employee + Spouse + Child/ren |
| Blue Care Traditional | 34.90 | 71.50 | 48.80 | 62.80 | 99.40 |
| VISION SERVICE PLAN | | | | | |
| | Employee | Employee + Spouse | Employee + Child | Employee + Children | Employee + Spouse + Child/ren |
| VSP Choice | 7.14 | 14.26 | 13.98 | 15.26 | 24.38 |

* Paid by Rogers State University



Okahoma Higher Education Employee Insurance Group (OKHEEIG)
2012 Monthly Premiums
For Active Employees



Oklahoma Higher Education
Employee Insurance Group

| HEALTH INSURANCE RATES | Employee | Spouse | Child | Children | Spouse + Child/ren |
|-------------------------------|-----------------|--------------------------|-------------------------|----------------------------|--------------------------------------|
| BLUE CROSS PPO HIGH OPTION | 472.80** | 496.40 | 189.10 | 378.20 | 874.70 |
| BLUE CROSS PPO BASIC OPTION | 356.20** | 374.00 | 142.40 | 284.90 | 658.90 |
| BCBSOK DENTAL RATES | | | | | |
| | Employee | Employee + Spouse | Employee + Child | Employee + Children | Employee + Spouse + Child/ren |
| Blue Care Traditional | 37.90 | 77.70 | 53.00 | 68.30 | 108.00 |
| VISION SERVICE PLAN | | | | | |
| | Employee | Employee + Spouse | Employee + Child | Employee + Children | Employee + Spouse + Child/ren |
| VSP Choice | 6.36 | 12.72 | 12.46 | 13.60 | 21.72 |

** Paid by Rogers State University

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

For the Period Ended June 30, 2011 With Comparative Totals for the Period Ended June 30, 2010

Schedule 1

| | <u>Original Budget</u> | <u>Current Revised Budget</u> | <u>Current YTD Actual</u> | <u>% of Current Revised Budget</u> | <u>Previous Revised Budget</u> | <u>Previous Y-T-D</u> | <u>% of Current Revised Budget</u> |
|---|----------------------------|---------------------------------------|-----------------------------------|--|--|---------------------------|--|
| <i>Revenues by Source:</i> | | | | | | | |
| State Appropriations | \$ 13,826,635 | \$ 13,826,635 | \$ 14,032,807 | 101.5% | \$ 14,519,664 | \$ 13,910,698 | 95.8% |
| Federal Stimulus Funds | 981,294 | 981,294 | 981,294 | 100.0% | \$ 1,128,952 | \$ 1,128,952 | 100.0% |
| Tuition and fees | 13,843,327 | 13,843,327 | 14,729,049 | 106.4% | 12,262,529 | 13,288,843 | 108.4% |
| Grants, Contracts, & Reimbursements | 235,000 | 235,000 | 322,316 | 137.2% | 226,088 | 343,818 | 152.1% |
| Endowment Income | 79,712 | 79,712 | 80,890 | 101.5% | 75,559 | 54,262 | 71.8% |
| Other sources | 505,848 | 505,848 | 838,647 | 165.8% | 356,858 | 536,656 | 0.0% |
| | <u>29,471,816</u> | <u>29,471,816</u> | <u>30,985,003</u> | <u>105.1%</u> | <u>28,569,650</u> | <u>29,263,229</u> | <u>102.4%</u> |
| <i>Budgeted reserves</i> | <u>3,134,251</u> | <u>3,134,251</u> | | | <u>2,715,122</u> | | |
| Total Budgeted Resources | <u>\$ 32,606,067</u> | <u>\$ 32,606,067</u> | <u>\$ 30,985,003</u> | | <u>\$ 31,284,772</u> | <u>\$ 29,263,229</u> | |
| <i>Expenditures by Function:</i> | | | | | | | |
| Instruction | \$ 14,461,882 | \$ 14,461,882 | \$ 12,178,332 | 84.2% | \$ 13,844,435 | \$ 11,458,001 | 82.8% |
| Public Service | 715,822 | 715,822 | 677,000 | 94.6% | 738,508 | 670,011 | 90.7% |
| Academic support | 2,715,333 | 2,715,333 | 2,401,525 | 88.4% | 2,756,372 | 2,475,133 | 89.8% |
| Student services | 3,655,381 | 3,655,381 | 3,257,533 | 89.1% | 3,381,258 | 3,021,036 | 89.3% |
| Institutional support | 3,405,353 | 3,405,353 | 3,346,801 | 98.3% | 3,269,210 | 3,085,900 | 94.4% |
| Operation of plant | 4,253,596 | 4,253,596 | 3,812,232 | 89.6% | 4,301,090 | 3,838,949 | 89.3% |
| Scholarships | 3,398,700 | 3,398,700 | 3,137,377 | 92.3% | 2,986,100 | 2,730,439 | 91.4% |
| | <u>32,606,067</u> | <u>32,606,067</u> | <u>28,810,800</u> | <u>88.4%</u> | <u>31,276,973</u> | <u>27,279,470</u> | <u>87.2%</u> |
| Current Revenues Over (Under) | | | | | | | |
| Expenditures | <u>\$ -</u> | <u>0</u> | <u>\$ 2,174,204</u> | | <u>\$ -</u> | <u>\$ 1,983,759</u> | |
| <i>Expenditures by Organizational Area:</i> | | | | | | | |
| Academic Affairs: | | | | | | | |
| Academic programs | \$ 12,000 | \$ 12,000 | \$ 5,000 | 41.7% | \$ 16,456 | \$ - | 0.0% |
| Bartlesville campus | 460,769 | 457,208 | 443,759 | 97.1% | 446,955 | 404,554 | 90.5% |
| Pryor campus | 153,714 | 158,714 | 154,327 | 97.2% | 152,758 | 145,136 | 95.0% |
| School of Liberal Arts | 5,082,111 | 5,166,396 | 4,238,728 | 82.0% | 4,978,572 | 3,937,506 | 79.1% |
| School of Business & Technology | 2,941,583 | 2,941,269 | 2,322,200 | 79.0% | 2,778,095 | 2,212,876 | 79.7% |
| School of Math, Sci & HS | 3,662,368 | 3,743,326 | 3,202,709 | 85.6% | 3,617,386 | 3,075,590 | 85.0% |
| Other instructional expense | 2,149,337 | 1,982,969 | 1,811,610 | 91.4% | 1,854,213 | 1,682,339 | 90.7% |
| Public Service | 715,822 | 715,822 | 677,000 | 94.6% | 738,508 | 670,011 | 90.7% |
| Libraries | 863,988 | 864,488 | 843,816 | 97.6% | 857,324 | 820,821 | 95.7% |
| Other academic support | 1,851,345 | 1,850,845 | 1,557,709 | 84.2% | 1,899,048 | 1,654,312 | 87.1% |
| Student services | 3,655,381 | 3,655,381 | 3,257,533 | 89.1% | 3,381,258 | 3,021,036 | 89.3% |
| Executive management | 1,382,590 | 1,382,590 | 1,295,377 | 93.7% | 1,179,244 | 1,136,181 | 96.3% |
| Fiscal operations | 577,484 | 577,484 | 561,698 | 97.3% | 602,971 | 566,722 | 94.0% |
| General administration | 552,908 | 552,908 | 605,470 | 109.5% | 605,595 | 511,333 | 84.4% |
| Public relations/Development | 892,371 | 892,371 | 884,255 | 99.1% | 881,400 | 871,664 | 98.9% |
| Operation of plant | 4,253,596 | 4,253,596 | 3,812,232 | 89.6% | 4,301,090 | 3,838,949 | 89.3% |
| Scholarships | 3,398,700 | 3,398,700 | 3,137,377 | 92.3% | 2,986,100 | 2,730,439 | 91.4% |
| Total Expense by Area | <u>\$ 32,606,067</u> | <u>\$ 32,606,067</u> | <u>\$ 28,810,800</u> | <u>88.4%</u> | <u>\$ 31,276,973</u> | <u>\$ 27,279,470</u> | <u>87.2%</u> |

**Rogers State University
Statement of Revenues and Expenditures
Education & General, Part II - Restricted**

For the Period Ended June 30, 2011 With Comparative Totals for the Period Ended June 30, 2010

Schedule 2

| | Original FY11 Budget As Published | Current Revised Operating Budget | Current Y-T-D Actuals | % of Current Revised Budget | Previous Revised Budget | Previous Y-T-D | % of Current Revised Budget |
|---|---|--|-----------------------------|-----------------------------------|-------------------------------|---------------------|-----------------------------------|
| <i>Revenues by Source:</i> | | | | | | | |
| Federal grants and contracts | \$ 3,231,397 | \$ 2,230,152 | \$ 1,664,011 | 74.6% | \$ 3,023,560 | \$ 2,292,879 | 75.8% |
| State and local grants and contracts | 624,674 | 166,483 | 108,170 | 65.0% | 282,235 | 150,424 | 53.3% |
| Private grants and contracts | 3,143,929 | 1,481,945 | 1,481,503 | 100.0% | 1,270,267 | 1,276,199 | 100.5% |
| Other Income | - | 19,123 | 19,123 | 100.0% | 31,327 | 31,327 | 100.0% |
| | <u>7,000,000</u> | <u>3,897,703</u> | <u>3,272,807</u> | <u>84.0%</u> | <u>4,607,390</u> | <u>3,750,830</u> | <u>81.4%</u> |
| <i>Grant Revenue Collected in Prior Yrs</i> | | <u>1,253,657</u> | | | <u>1,514,534</u> | | |
| Total Budgeted Resources | <u>\$ 7,000,000</u> | <u>\$ 5,151,360</u> | <u>\$ 3,272,807</u> | | <u>\$ 6,121,924</u> | <u>\$ 3,750,830</u> | |
| <i>Expenditures by Function:</i> | | | | | | | |
| Instruction | \$ 460,000 | \$ 42,794 | \$ 31,533 | 73.7% | \$ 76,293 | \$ 65,508 | 85.9% |
| Public Service | 2,099,093 | 1,687,663 | 876,146 | 51.9% | 2,320,410 | 1,461,954 | 63.0% |
| Academic Support | 511,750 | 339,633 | 211,167 | 62.2% | 290,881 | 204,792 | 70.4% |
| Student Services | 1,892,209 | 1,689,983 | 1,435,931 | 85.0% | 2,438,070 | 1,946,175 | 79.8% |
| Institutional Support | 25,000 | 25,196 | 18,374 | 72.9% | 828,249 | 167,802 | 20.3% |
| Operation of Plant | 1,873,250 | 1,227,908 | 1,155,647 | 94.1% | - | - | 0.0% |
| Scholarships (FWS) | 138,698 | 138,183 | 118,253 | 85.6% | 168,021 | 150,445 | 89.5% |
| Other | - | - | - | 0.0% | - | - | 0.0% |
| | <u>7,000,000</u> | <u>5,151,360</u> | <u>3,847,051</u> | <u>74.7%</u> | <u>6,121,924</u> | <u>3,996,676</u> | <u>65.3%</u> |
| Current Revenues Over (Under) Expenditures | <u>\$ -</u> | <u>\$ -</u> | <u>\$ (574,244)</u> | | <u>\$ (0)</u> | <u>\$ (245,846)</u> | |
| <i>Expenditures by Organizational Area:</i> | | | | | | | |
| INBRE Equip Grant | \$ 2,000 | \$ 1,376 | \$ 1,331 | 96.7% | \$ 25,548 | \$ 24,172 | 94.6% |
| EPSCoR Peanut/Biofuel | 10,000 | 7,000 | 6,900 | 98.6% | - | 9 | 0.0% |
| Campus Wireless | 50,000 | 9,233 | - | 0.0% | 50,000 | 40,767 | 81.5% |
| Bartlesville Lab Grant | 185 | 185 | 173 | 93.5% | 745 | 560 | 75.2% |
| Norman Technology | 25,000 | 25,000 | 23,129 | 92.5% | - | - | 0.0% |
| ADC Admin Funds | 3,000 | 1,545 | - | 0.0% | 1,545 | - | 0.0% |
| Founders Grant | 90,000 | 85,771 | 85,771 | 100.0% | 7,527 | 7,527 | 100.0% |
| Founders Computer Lab | - | 64,764 | 455 | 0.7% | - | - | 0.0% |
| Soybean | 6,700 | 6,700 | 6,258 | 93.4% | 4,700 | 4,463 | 95.0% |
| University Center | 112,850 | 112,850 | 38,977 | 34.5% | - | - | 0.0% |
| Econ Development-OSRHE | 1,500 | 1,000 | 1,000 | 100.0% | 1,000 | 500 | 50.0% |
| Native American Storytelling | 2,000 | 1,201 | 1,161 | 96.7% | 1,701 | 1,500 | 88.2% |
| ODWC & GRDA Bat Grant | 22,000 | 24,912 | 21,462 | 86.2% | 37,964 | 19,375 | 51.0% |
| ADC Marketing | 30,000 | 25,196 | 18,374 | 72.9% | 34,289 | 29,093 | 84.8% |
| KRSC - TV | 1,500,000 | 1,481,792 | 794,062 | 53.6% | 2,195,064 | 1,415,343 | 64.5% |
| SAP B'ville | 60,000 | 36,684 | 17,140 | 46.7% | 39,338 | 27,654 | 70.3% |
| Carl Perkins | 200,000 | 150,869 | 107,801 | 71.5% | 242,471 | 169,611 | 70.0% |
| Athletic Capital | 10,000 | 3,275 | 225 | 6.9% | 4,007 | 732 | 18.3% |
| Student Service Center | 25,000 | 12,657 | 12,657 | 100.0% | 234,901 | 234,901 | 100.0% |
| SSC Special Approp | 13,704 | 13,704 | 13,704 | 100.0% | 116,852 | 103,148 | 88.3% |
| Biofuel Research-USDA | 49,529 | 49,528 | 3,547 | 7.2% | 49,529 | 1 | 0.0% |
| Economic Gardening Project | 20,470 | 9,680 | 9,680 | 100.0% | 20,470 | 10,790 | 52.7% |
| Campus Housing | - | 12,000 | 12,000 | 100.0% | - | - | 0.0% |
| Pryor Construction | 500,000 | 321,560 | 314,481 | 97.8% | 384,123 | 62,563 | 16.3% |
| B'ville Classroom Renovation | 10,000 | 1,073 | 1,073 | 100.0% | 41,195 | 40,122 | 97.4% |
| Lyon's Fdtn-B'ville Windows | 100,000 | 100,000 | 100,000 | 100.0% | - | - | 0.0% |
| B'ville Parking | - | 100,000 | 100,000 | 100.0% | - | - | 0.0% |
| B'ville General Construction | 100,000 | 67,618 | 2,436 | 3.6% | 103,642 | 36,024 | 34.8% |
| Baird Construction | 500,000 | 613,000 | 613,000 | 100.0% | 265,000 | - | 0.0% |
| Scoreboard Grant | 12,750 | 10,000 | 8,085 | 80.9% | - | - | 0.0% |
| Trio Donations | 5,000 | 3,354 | 1,401 | 41.8% | 3,710 | 356 | 9.6% |
| Educational Opportunity Center | 763,850 | 763,850 | 658,767 | 86.2% | 848,842 | 647,673 | 76.3% |
| Upward Bound - Federal | 411,205 | 439,839 | 361,772 | 82.3% | 404,412 | 291,416 | 72.1% |
| Student Support Services - Fed. | 100,741 | 100,741 | 86,729 | 86.1% | 446,608 | 345,867 | 77.4% |
| Educational Talent Search | 355,220 | 355,220 | 305,248 | 85.9% | 378,738 | 322,082 | 85.0% |
| Student Aid (FWS) | 138,698 | 138,183 | 118,253 | 85.6% | 168,021 | 150,445 | 89.5% |
| PY exp activity-PY closed grants | - | - | - | 0.0% | 9,982 | 9,982 | 100.0% |
| Pending Grant Funding Requests | 1,768,598 | - | - | 0.0% | - | - | 0.0% |
| | <u>\$ 7,000,000</u> | <u>\$ 5,151,360</u> | <u>\$ 3,847,051</u> | <u>74.7%</u> | <u>\$ 6,121,924</u> | <u>\$ 3,996,676</u> | <u>65.3%</u> |

**Rogers State University
Statement of Revenues and Expenditures
Auxiliary Enterprises**

For the Period Ended June 30, 2011 With Comparative Totals for the Period Ended June 30, 2010

Schedule 3

| | Original Budget | Revised Budget | Current Y-T-D | % of Current Revised Budget | Previous Revised Budget | Previous Y-T-D | % of Current Revised Budget |
|---|----------------------|----------------------|----------------------|-----------------------------------|-------------------------------|----------------------|-----------------------------------|
| <i>Revenues:</i> | | | | | | | |
| Student Activity Fees | \$ 1,239,373 | \$ 1,229,835 | \$ 1,300,451 | 105.7% | \$ 604,388 | \$ 706,711 | 116.9% |
| Other Student Fees | 301,324 | 287,324 | 353,492 | 123.0% | 223,957 | 268,423 | 119.9% |
| Facility Fee | 1,507,391 | 1,507,391 | 1,799,174 | 119.4% | 1,159,951 | 1,353,155 | 116.7% |
| Housing | 1,793,436 | 1,440,915 | 2,001,793 | 138.9% | 1,819,804 | 1,747,475 | 96.0% |
| Miscellaneous Auxiliaries | 8,325,422 | 7,530,735 | 7,579,206 | 100.6% | 3,658,690 | 3,527,417 | 96.4% |
| Student Loans & Funds held for Others | 10,332,000 | 10,083,710 | 7,569,849 | 75.1% | 10,391,944 | 4,072,499 | 39.2% |
| Student Fin Aid Grants | 8,501,054 | 8,301,054 | 5,578,499 | 67.2% | 7,141,266 | 9,069,099 | 127.0% |
| Total Revenues | \$ 32,000,000 | \$ 30,380,964 | \$ 26,182,464 | 86.2% | \$ 25,000,000 | \$ 20,744,779 | 83.0% |
| <i>Expenditures:</i> | | | | | | | |
| Student Activity Fees | \$ 1,224,461 | \$ 1,025,324 | \$ 1,248,712 | 121.8% | \$ 733,382 | \$ 684,572 | 93.3% |
| Other Student Fees | 610,000 | 552,468 | 616,634 | 111.6% | 140,896 | 112,956 | 0.0% |
| Facility Fee | 982,831 | 982,831 | 1,187,661 | 120.8% | 578,331 | 578,331 | 100.0% |
| Housing | 1,863,436 | 1,647,464 | 1,283,176 | 77.9% | 1,842,804 | 1,950,057 | 105.8% |
| Miscellaneous Auxiliaries | 8,482,932 | 6,277,006 | 6,290,078 | 100.2% | 5,318,185 | 4,519,026 | 85.0% |
| Loans & Funds held for Others | 10,335,286 | 8,932,029 | 7,556,117 | 84.6% | 9,245,096 | 4,061,861 | 43.9% |
| Grants | 8,501,054 | 8,301,054 | 5,600,569 | 67.5% | 7,141,266 | 9,073,045 | 127.1% |
| Total Expenditures | \$ 32,000,000 | \$ 27,718,176 | \$ 23,782,947 | 85.8% | \$ 24,999,960 | \$ 20,979,848 | 83.9% |
| Excess Revenues over (under) expenditures | \$ - | \$ 2,662,788 | \$ 2,399,517 | | | \$ (235,069) | |
| <i>Prior Year Carryforward</i> | 3,819,677 | 3,819,677 | 3,819,677 | | | 4,050,800 | |
| <i>Grant Receivable / Returns</i> | | | 22,070 | | | 3,946 | |
| Fund Balance | \$ 3,819,677 | \$ 6,482,465 | \$ 6,241,264 | | | \$ 3,819,677 | |

Rogers State University

Auxiliary Revenue & Expenditures - Student Activity Fees

For the Period Ended June 30, 2011 With Comparative Totals for the Period Ended June 30, 2010

Schedule 3a

| | DEPT # | Prior Yr Carryforward | Original Budget | Current Revised Budget | Current YTD Actual | % of Current Revised Budget | Previous Revised Budget | Previous YTD Actual | % of Current Revised Budget |
|--|------------|--------------------------|---------------------|------------------------------|--------------------------|-----------------------------------|-------------------------------|---------------------------|-----------------------------------|
| Student Activity Fee Revenues: | | | | | | | | | |
| Activity Fees | 10011 / 13 | \$ 102,450 | \$ 1,214,753 | \$ 1,214,753 | \$ 1,269,260 | 104.5% | \$ 571,096 | \$ 669,575 | 117.2% |
| Student Health Center | 10014 | 6,755 | 8,620 | 8,620 | 14,095 | 163.5% | 8,620 | 8,145 | 94.5% |
| Theater | 10015 | - | - | 1,187 | 1,276 | 107.5% | - | - | 0.0% |
| Career Fair | 10018 | 20 | 1,000 | 1,025 | 1,200 | 117.1% | 986 | 1,180 | 119.7% |
| PLC | 10019 | 2,029 | - | - | - | 0.0% | 1,000 | 1,000 | 0.0% |
| Rodeo | 22000 | 2,933 | - | - | (750) | 0.0% | 9,626 | 13,751 | 142.9% |
| General Athletics | 25000 | 4,350 | 10,000 | 4,250 | 11,250 | 0.0% | 8,360 | 8,360 | 100.0% |
| Athletics Banquet | | - | 5,000 | - | 4,120 | 0.0% | 4,700 | 4,700 | 100.0% |
| | | <u>\$ 118,536</u> | <u>\$ 1,239,373</u> | <u>\$ 1,229,835</u> | <u>\$ 1,300,451</u> | <u>105.7%</u> | <u>\$ 604,388</u> | <u>\$ 706,711</u> | <u>116.9%</u> |
| Student Activity Fee Expenditures: | | | | | | | | | |
| Claremore Student Activities | 10011 / 12 | | \$ 475,000 | \$ 297,358 | \$ 951,187 | 319.9% | \$ 184,421 | \$ 179,418 | 97.3% |
| Student Government | 10013 | | 30,000 | 30,000 | 21,575 | 71.9% | 26,140 | 23,418 | 89.6% |
| Student Health Center | 10014 | | 69,050 | 72,050 | 66,871 | 92.8% | 69,050 | 61,198 | 88.6% |
| Student Activities-Theater | 10015 | | 5,000 | 5,520 | 4,731 | 85.7% | 3,500 | 2,832 | 80.9% |
| Cheerleading | 10017 | | 21,208 | 21,208 | 23,592 | 111.2% | 21,235 | 17,838 | 84.0% |
| Career Fair | 10018 | | 1,000 | - | 1,190 | 0.0% | 1,245 | 1,525 | 122.5% |
| Pres Leadership Class | 10019 | | 16,396 | 16,396 | 18,096 | 110.4% | 16,396 | 5,031 | 30.7% |
| Bartlesville Student Activities | 10020 | | 5,000 | 5,000 | 4,096 | 0.0% | 2,000 | 535 | 26.8% |
| Pryor Student Activities | 10021 | | 5,000 | 5,000 | 4,522 | 90.4% | 2,000 | 1,971 | 98.6% |
| Fine Arts-Film Series | 10022 | | 2,500 | 2,500 | 2,438 | 97.5% | 1,500 | 1,392 | 92.8% |
| Pep Band | 10023 | | 31,000 | 31,000 | 29,486 | 95.1% | - | - | 0.0% |
| Student Newspaper | 10024 | | 12,307 | 12,307 | 6,549 | 53.2% | 12,000 | 5,899 | 49.2% |
| Intramurals | 10025 | | - | 6,500 | 3,139 | 48.3% | - | - | 0.0% |
| Rodeo | 22000 | | 13,500 | 13,500 | 19,695 | 145.9% | 86,399 | 87,629 | 101.4% |
| Softball Special Aux | 24000 | | 2,500 | 2,500 | 2,500 | 100.0% | - | - | 0.0% |
| General Athletics | 25000 | | 530,000 | 499,485 | 83,081 | 16.6% | 301,138 | 290,937 | 96.6% |
| Athletics Banquet | | | 5,000 | 5,000 | 5,965 | 119.3% | 6,358 | 4,949 | 77.8% |
| | | | <u>\$ 1,224,461</u> | <u>\$ 1,025,324</u> | <u>\$ 1,248,712</u> | <u>121.8%</u> | <u>\$ 733,382</u> | <u>\$ 684,572</u> | <u>93.3%</u> |
| Current Revenues Over/ (Under) Expenditures | | | <u>\$ 14,912</u> | <u>\$ 204,511</u> | <u>\$ 51,738</u> | | <u>\$ (128,994)</u> | <u>\$ 22,139</u> | |
| Prior Year Carryforward (Beg Balance) | | | 118,536 | 118,536 | 118,536 | | 220,470 | 220,470 | |
| Fund Balance | | | <u>\$ 133,448</u> | <u>\$ 323,047</u> | <u>\$ 170,275</u> | | <u>\$ 91,476</u> | <u>\$ 242,609</u> | |

Rogers State University

Auxiliary Revenue & Expenditures - Other Student Fees

For the Period Ended June 30, 2011 With Comparative Totals for the Period Ended June 30, 2010

Schedule 3b

| | DEPT # | Prior Yr Carryforward | Original Budget | Current Revised Budget | Current YTD Actual | % of Current Revised Budget | Previous Revised Budget | Previous YTD Actual | % of Current Revised Budget |
|--|--------|--------------------------|---------------------|------------------------------|--------------------------|-----------------------------------|-------------------------------|---------------------------|-----------------------------------|
| Other Student Fee Revenues: | | | | | | | | | |
| Parking fees | 12001 | \$ 336,099 | \$ 162,961 | \$ 162,961 | \$ 197,442 | 121.2% | \$ 120,202 | \$ 141,810 | 118.0% |
| Cultural & Recreational | 21001 | 64,159 | 78,363 | 78,363 | 95,524 | 121.9% | 57,555 | 78,831 | 137.0% |
| Health Science | 70000 | 70,428 | 60,000 | 46,000 | 60,527 | 131.6% | 46,200 | 47,782 | 103.4% |
| | | <u>\$ 470,686</u> | <u>\$ 301,324</u> | <u>\$ 287,324</u> | <u>\$ 353,492</u> | <u>123.0%</u> | <u>\$ 223,957</u> | <u>\$ 268,423</u> | <u>119.9%</u> |
| Other Student Fee Expenditures: | | | | | | | | | |
| Parking fees | 12001 | | \$ 500,000 | \$ 462,961 | \$ 534,207 | 115.4% | \$ 25,000 | \$ 6,800 | 27.2% |
| Cultural & Recreational | 21001 | | 50,000 | 25,537 | 18,294 | 71.6% | 57,196 | 50,842 | 88.9% |
| Health Science | 70000 | | 60,000 | 63,970 | 64,133 | 100.3% | 58,700 | 55,314 | 94.2% |
| | | | <u>\$ 610,000</u> | <u>\$ 552,468</u> | <u>\$ 616,634</u> | <u>111.6%</u> | <u>\$ 140,896</u> | <u>\$ 112,956</u> | <u>80.2%</u> |
| Current Revenues Over/ (Under) Expenditures | | | <u>\$ (308,676)</u> | <u>\$ (265,144)</u> | <u>\$ (263,142)</u> | <u>99.2%</u> | <u>\$ 83,061</u> | <u>\$ 155,467</u> | |
| Prior Yr Carryforward (Beg Bal) | | | 470,686 | 470,686 | 470,686 | | 315,218 | 315,218 | |
| Fund Balance | | | <u>\$ 162,010</u> | <u>\$ 205,542</u> | <u>\$ 207,544</u> | | <u>\$ 398,279</u> | <u>\$ 470,685</u> | |

Rogers State University

Auxiliary Revenue & Expenditures - Facility Fee

For the Period Ended June 30, 2011 With Comparative Totals for the Period Ended June 30, 2010

Schedule 3c

| | DEPT # | Prior Yr Carryforward | Original Budget | Current Revised Budget | Current YTD Actual | % of Current Revised Budget | Previous Revised Budget | Previous YTD Actual | % of Current Revised Budget |
|--|---------|--------------------------|---------------------|------------------------------|--------------------------|-----------------------------------|-------------------------------|---------------------------|-----------------------------------|
| Revenues: | | | | | | | | | |
| Facility Fee | 2-11001 | \$ 1,812,036 | \$ 1,181,469 | \$ 1,181,469 | \$ 1,423,745 | 120.5% | \$ 1,159,951 | \$ 1,353,155 | 116.7% |
| Facility Fee-2-Baird Hall | 2-11111 | - | 325,922 | 325,922 | 375,429 | 115.2% | - | - | 0.0% |
| | | <u>\$ 1,812,036</u> | <u>\$ 1,507,391</u> | <u>\$ 1,507,391</u> | <u>\$ 1,799,174</u> | <u>119.4%</u> | <u>\$ 1,159,951</u> | <u>\$ 1,353,155</u> | <u>116.7%</u> |
| Expenditures: | | | | | | | | | |
| Facility Fee | | | \$ 707,831 | \$ 707,831 | \$ 897,999 | 126.9% | \$ 578,331 | \$ 578,331 | 100.0% |
| Facility Fee-2-Baird Hall | | | 275,000 | 275,000 | 289,662 | 105.3% | - | - | 0.0% |
| | | | <u>\$ 982,831</u> | <u>\$ 982,831</u> | <u>\$ 1,187,661</u> | <u>120.8%</u> | <u>\$ 578,331</u> | <u>\$ 578,331</u> | <u>100.0%</u> |
| Current Revenues Over/ (Under) Expenditures | | | <u>\$ 524,560</u> | <u>\$ 524,560</u> | <u>\$ 611,513</u> | <u>116.6%</u> | <u>\$ 581,620</u> | <u>\$ 774,824</u> | <u>133.2%</u> |
| Prior Year Carryforward (Beg Bal) | | | 1,812,036 | 1,812,036 | 1,812,036 | | 1,037,213 | 1,037,213 | |
| Fund Balance | | | <u>\$ 2,336,596</u> | <u>\$ 2,336,596</u> | <u>\$ 2,423,549</u> | | <u>\$ 1,618,833</u> | <u>\$ 1,812,037</u> | |

Rogers State University

Auxiliary Revenue & Expenditures - Housing

For the Period Ended June 30, 2011 With Comparative Totals for the Period Ended June 30, 2010

Schedule 3d

| | DEPT # | Prior Yr Carryforward | Original Budget | Current Revised Budget | Current YTD Actual | % of Current Revised Budget | Previous Revised Budget | Previous YTD Actual | % of Current Revised Budget |
|--|--------|--------------------------|---------------------|------------------------------|--------------------------|-----------------------------------|-------------------------------|---------------------------|-----------------------------------|
| Housing Revenues: | | | | | | | | | |
| Apartment Trustee Revenue | 03000 | \$ 17,955 | \$ 1,215,868 | \$ 477,718 | \$ 479,277 | 100.3% | \$ 1,196,854 | \$ 1,257,087 | 105.0% |
| Married Student Housing | 41001 | (66,923) | 38,880 | 38,880 | 89,366 | 229.9% | 73,440 | 79,994 | 108.9% |
| Faculty Housing | 42001 | 54,466 | - | - | - | 0.0% | 30,000 | 7,663 | 25.5% |
| University Village A | 43001 | (29,981) | 532,521 | 918,150 | 1,431,617 | 155.9% | 513,349 | 401,928 | 78.3% |
| OMA House | 85000 | 190 | 6,167 | 6,167 | 1,533 | 24.9% | 6,161 | 803 | 13.0% |
| | | <u>\$ (24,294)</u> | <u>\$ 1,793,436</u> | <u>\$ 1,440,915</u> | <u>\$ 2,001,793</u> | <u>138.9%</u> | <u>\$ 1,819,804</u> | <u>\$ 1,747,475</u> | <u>96.0%</u> |
| Housing Expenditures: | | | | | | | | | |
| Apartment Trustee Disbursements | 03000 | | \$ 1,215,868 | \$ 477,718 | \$ 252,964 | 53.0% | \$ 1,196,854 | \$ 1,377,368 | 115.1% |
| Married Student Housing | 41001 | | 38,880 | 38,880 | 22,588 | 58.1% | 74,459 | 77,633 | 104.3% |
| Faculty Housing | 42001 | | 70,000 | 54,466 | 30,995 | 56.9% | 51,981 | 70,281 | 135.2% |
| University Village A | 43001 | | 502,521 | 986,521 | 884,973 | 89.7% | 513,349 | 418,489 | 81.5% |
| Univ Village A Maintenance | 43100 | | 30,000 | 45,000 | 50,273 | 111.7% | - | - | 0.0% |
| University Village B | 44000 | | - | 38,712 | 38,646 | 99.8% | - | - | 0.0% |
| OMA House | 85000 | | 6,167 | 6,167 | 2,737 | 44.4% | 6,161 | 6,286 | 102.0% |
| | | | <u>\$ 1,863,436</u> | <u>\$ 1,647,464</u> | <u>\$ 1,283,176</u> | <u>77.9%</u> | <u>\$ 1,842,804</u> | <u>\$ 1,950,057</u> | <u>105.8%</u> |
| Current Revenues Over/ (Under) Expenditures | | <u>\$ (70,000)</u> | | <u>\$ (206,549)</u> | <u>\$ 718,617</u> | <u>0.0%</u> | <u>\$ (23,000)</u> | <u>\$ (202,582)</u> | <u>880.8%</u> |
| Prior Year Carryforward (Beg Bal) | | | (24,294) | (24,294) | (24,294) | | 178,289 | 178,289 | |
| Fund Balance | | <u>\$ (94,294)</u> | <u>\$ (230,843)</u> | <u>\$ 694,324</u> | | | <u>\$ 155,289</u> | <u>\$ (24,293)</u> | |

Rogers State University

Auxiliary Revenue & Expenditures - Miscellaneous Auxiliaries

For the Period Ended June 30, 2011 With Comparative Totals for the Period Ended June 30, 2010

Schedule 3e

| | DEPT # | Prior Yr Carryforward | Original Budget | Current Revised Budget | Current YTD Actual | % of Current Revised Budget | Previous Revised Budget | Previous YTD Actual | % of Current Revised Budget |
|--|------------|--------------------------|---------------------|------------------------------|--------------------------|-----------------------------------|-------------------------------|---------------------------|-----------------------------------|
| Revenues: | | | | | | | | | |
| Ticket Sales | 23000 | \$ 11,400 | \$ 25,000 | \$ 25,000 | \$ 7,699 | 30.8% | \$ 38,000 | \$ 24,417 | 64.3% |
| KRSC-General | 32000 | 77,421 | 200,000 | 200,000 | 130,749 | 65.4% | 184,324 | 186,766 | 101.3% |
| Bit by Bit Program | 33001 | (1,947) | 400,000 | 338,411 | 171,912 | 50.8% | 235,310 | 204,749 | 87.0% |
| Equestrian Center | 34000 | 4,018 | - | - | (150) | 0.0% | 4,000 | 490 | 12.3% |
| Food Service | 40001 /300 | 49,657 | 650,000 | 650,000 | 564,477 | 86.8% | 591,713 | 624,202 | 105.5% |
| Concessions | 40400 | 64 | 25,000 | 23,000 | 13,987 | 60.8% | 24,000 | 20,347 | 84.8% |
| RSU Child Development | 50001 | 5,469 | 135,000 | 135,000 | 138,610 | 102.7% | 157,000 | 127,545 | 81.2% |
| OAE Conference | 51000 | 3,269 | 2,000 | - | - | 0.0% | 5,580 | 5,580 | 100.0% |
| Art on the Hill | 52000 | (7,270) | 10,000 | 13,540 | 12,858 | 95.0% | 7,898 | 7,898 | 100.0% |
| KRSC Radio | 56001 | 54,977 | 60,000 | 60,000 | 53,390 | 89.0% | 49,775 | 51,411 | 103.3% |
| New Bookstore Construction | 80012 | 33,858 | - | - | - | 0.0% | - | - | 0.0% |
| Library | 70061 | 117 | 300 | 380 | 380 | 100.0% | 180 | 180 | 100.0% |
| Innovation Center | 60010 | 18,333 | 20,000 | 11,000 | 16,761 | 152.4% | 4,000 | 7,362 | 184.1% |
| Ropes Course | 60050 | 8,963 | 15,000 | 15,000 | 12,650 | 84.3% | 9,400 | 11,100 | 118.1% |
| Continuing Education | 60000 / 60 | 31,847 | 60,000 | 50,000 | 38,912 | 77.8% | 50,128 | 35,479 | 70.8% |
| General Auxiliary | 80000 | 675,173 | 675,000 | 130,000 | 155,938 | 120.0% | 158,500 | 153,988 | 97.2% |
| OPEB Trust | 80005 | 100,000 | 500,000 | 300,000 | 300,000 | 100.0% | - | - | 0.0% |
| Bookstore | 80011 | 227,500 | 280,000 | 280,000 | 329,441 | 117.7% | 280,000 | 298,829 | 106.7% |
| University Development | 80020 | 21,149 | - | - | - | 0.0% | - | - | 0.0% |
| Vending | 80021 | 83,918 | 50,000 | 42,000 | 46,080 | 109.7% | 42,000 | 18,908 | 45.0% |
| Sale of Equipment | 80025 | 23,429 | 10,000 | 6,102 | 10,031 | 164.4% | 4,341 | 5,202 | 119.8% |
| Aux Capital Projects | 80035 | 10,130 | - | - | - | 0.0% | - | - | 0.0% |
| Motor Pool | 80050 | 106,939 | 220,000 | 220,000 | 181,896 | 82.7% | 220,000 | 200,502 | 91.1% |
| Centennial Fund | 81000 | 320 | - | - | - | 0.0% | 49,385 | - | 0.0% |
| Building Rentals | 82000 | 7,163 | 1,000 | 1,000 | - | 0.0% | 1,000 | - | 0.0% |
| Radio Tower | 82100 | (2,184) | 20,000 | 10,000 | 8,020 | 80.2% | 2,000 | 2,091 | 104.6% |
| Faculty Senate | 82500 | 115 | - | - | - | 0.0% | - | - | 0.0% |
| Telecommunications | 83000 | (21,123) | 265,000 | 265,000 | 269,205 | 101.6% | 205,000 | 244,212 | 119.1% |
| Sodexo Chargebacks | 83500 | - | - | 67,000 | 86,381 | 128.9% | - | - | 0.0% |
| Office Supply Chargeback | 84000 | - | 150,000 | 150,000 | 99,340 | 66.2% | - | - | 0.0% |
| Administrative Services | 84220 | 258,470 | 672,498 | 672,428 | 692,572 | 103.0% | 672,352 | 612,755 | 91.1% |
| B'ville REDA Bldg | 86000 | 645,752 | 664,624 | 664,624 | 735,696 | 110.7% | 662,590 | 687,794 | 103.8% |
| Baird Interior | 88500 | (1,030,426) | 3,200,000 | 3,200,000 | 3,498,823 | 109.3% | 214 | 214 | 100.0% |
| F/A Collections & Title IV | 02002 | 5,726 | 10,000 | - | (2,417) | 0.0% | - | (4,604) | 0.0% |
| Private Scholarship | 02500 | - | 5,000 | 1,250 | 1,250 | 100.0% | - | - | 0.0% |
| Scholarships | 02011 | 1,108 | - | - | - | 0.0% | - | - | 0.0% |
| Int'l Scholarship for Taxes | 02600 | - | - | - | 4,715 | 0.0% | - | - | 0.0% |
| | | <u>\$ 1,403,336</u> | <u>\$ 8,325,422</u> | <u>\$ 7,530,735</u> | <u>\$ 7,579,206</u> | <u>100.6%</u> | <u>\$ 3,658,690</u> | <u>\$ 3,527,417</u> | <u>96.4%</u> |
| Expenditures: | | | | | | | | | |
| Ticket Sales | 23000 | | \$ 25,000 | \$ 25,000 | \$ 16,853 | 67.4% | \$ 11,289 | \$ 17,899 | 158.6% |
| KRSC General | 32000 | | 240,000 | 240,000 | 154,628 | 64.4% | 240,478 | 165,503 | 68.8% |
| Bit by Bit Program | 33001 | | 400,000 | 338,411 | 246,721 | 72.9% | 235,310 | 195,223 | 83.0% |
| Equestrian Center | 34000 | | 20,000 | - | 4,020 | 0.0% | 82,540 | 57,914 | 70.2% |
| Food Service | 40001 /300 | | 1,100,000 | 850,000 | 843,924 | 99.3% | 822,511 | 867,264 | 105.4% |
| Concessions | 40400 | | 25,000 | 23,000 | 14,184 | 61.7% | 20,203 | 19,902 | 98.5% |
| RSU Child Development | 50001 | | 250,776 | 250,776 | 223,211 | 89.0% | 247,293 | 199,211 | 80.6% |
| OAE Conference | 51000 | | 10,000 | - | 8 | 0.0% | 5,455 | 2,311 | 42.4% |
| Art on the Hill | 52000 | | 10,000 | 13,540 | 18,479 | 136.5% | 7,898 | 15,167 | 0.0% |
| KRSC Radio | 56001 | | 120,000 | 120,000 | 52,021 | 43.4% | 100,713 | 47,373 | 47.0% |
| Library | 70061 | | 500 | 400 | 496 | 124.0% | 444 | 367 | 82.7% |
| Innovation Center | 60010 | | 25,000 | 26,000 | 17,708 | 68.1% | 19,000 | 6,047 | 31.8% |
| Ropes Course | 60050 | | 12,092 | 13,292 | 10,711 | 80.6% | 9,400 | 6,127 | 65.2% |
| Continuing Education | 60000 / 60 | | 50,000 | 50,000 | 32,842 | 65.7% | 46,940 | 34,958 | 74.5% |
| General Auxiliary | 80000 | | 1,675,000 | 52,000 | 62,606 | 120.4% | 357,165 | 52,388 | 14.7% |
| Bookstore | 80011 | | 171,967 | 50,000 | 1,071 | 2.1% | 207,140 | 4,097 | 2.0% |
| New Bookstore Construction | 80012 | | 33,858 | 33,858 | 29,373 | 86.8% | 68,377 | 34,519 | 50.5% |
| University Development | 80020 | | 44,000 | 44,000 | 22,363 | 50.8% | 26,000 | 15,841 | 0.0% |
| Vending | 80021 | | 25,000 | 16,000 | 9,704 | 60.7% | 16,000 | 7,720 | 48.3% |
| Sale of Equipment | 80025 | | 50,000 | 20,312 | 8,724 | 42.9% | 20,312 | 17,737 | 87.3% |
| Aux Capital Projects | 80035 | | - | - | - | 0.0% | 125,000 | 114,870 | 91.9% |
| Motor Pool | 80050 | | 300,000 | 155,000 | 222,737 | 143.7% | 240,365 | 129,519 | 53.9% |
| Centennial Fund | 81000 | | - | - | 650 | 0.0% | 49,385 | 43,069 | 87.2% |
| Building Rentals | 82000 | | - | - | - | 0.0% | 1,000 | - | 0.0% |
| Radio Tower | 82100 | | 10,000 | 10,000 | 4,200 | 42.0% | 12,400 | 4,300 | 34.7% |
| Faculty Senate | 82500 | | 115 | 115 | - | 0.0% | 370 | 255 | 68.9% |
| Telecommunications | 83000 | | 265,000 | 265,000 | 271,745 | 102.5% | 205,000 | 249,511 | 121.7% |
| Sodexo Chargebacks | 83500 | | - | 67,000 | 86,264 | 128.8% | - | - | 0.0% |
| Office Supplies Chargebacks | 84000 | | 150,000 | 150,000 | 99,286 | 66.2% | - | - | 0.0% |
| Administrative Services | 84220 | | 700,000 | 697,428 | 659,697 | 94.6% | 759,252 | 619,919 | 81.6% |
| B'ville REDA Bldg | 86000 | | 664,624 | 664,624 | 717,393 | 107.9% | 668,615 | 572,965 | 85.7% |
| Baird Interior | 88500 | | 2,100,000 | 2,100,000 | 2,468,183 | 117.5% | 712,330 | 1,030,640 | 144.7% |
| Private Scholarships | 02500 | | 5,000 | 1,250 | - | 0.0% | - | - | 0.0% |
| Scholarships | 02011 | | - | - | (9,724) | 0.0% | - | (13,590) | 0.0% |
| Int'l Scholarship for Taxes | 02600 | | - | - | - | 0.0% | - | - | 0.0% |
| | | | <u>\$ 8,482,932</u> | <u>\$ 6,277,006</u> | <u>\$ 6,290,078</u> | <u>100.2%</u> | <u>\$ 5,318,185</u> | <u>\$ 4,519,026</u> | <u>85.0%</u> |
| Current Revenues Over/ (Under) Expenditures | | | <u>\$ (157,510)</u> | <u>\$ 1,253,729</u> | <u>\$ 1,289,128</u> | <u>102.8%</u> | <u>\$ (1,659,495)</u> | <u>\$ (991,609)</u> | <u>59.8%</u> |
| Prior Year Carryforward (Beg Bal) | | | 1,403,336 | 1,403,336 | 1,403,336 | | 2,214,713 | 2,214,713 | |
| Fund Balance | | | <u>\$ 1,245,826</u> | <u>\$ 2,657,065</u> | <u>\$ 2,692,464</u> | | <u>\$ 555,218</u> | <u>\$ 1,223,104</u> | |

Rogers State University

Auxiliary Revenue & Expenditures - Student Loans and Funds Held for Others

For the Period Ended June 30, 2011 With Comparative Totals for the Period Ended June 30, 2010

Schedule 3f

| | DEPT # | Prior Yr Carryforward | Original Budget | Current Revised Budget | Current YTD Actual | % of Current Revised Budget | Previous Revised Budget | Previous YTD Actual | % of Current Revised Budget |
|--|--------|--------------------------|----------------------|------------------------------|--------------------------|-----------------------------------|-------------------------------|---------------------------|-----------------------------------|
| Revenues: | | | | | | | | | |
| Baseball Auxiliary | 25100 | \$ 786 | \$ 1,000 | \$ 705 | \$ 705 | 100.0% | \$ - | \$ - | 0.0% |
| Softball Auxiliary | 25200 | 13 | 1,000 | - | - | 0.0% | 1,000 | 1,000 | 100.0% |
| Men's Basketball Auxiliary | 25300 | - | 1,000 | - | - | 0.0% | - | - | 0.0% |
| Women's Basketball Auxiliary | 25400 | (718) | 1,000 | - | 150 | 0.0% | - | 850 | 0.0% |
| Men's Soccer Auxiliary | 25500 | - | 1,000 | - | - | 0.0% | - | - | 0.0% |
| Golf Auxiliary | 25700 | 3,500 | 2,000 | 11,250 | 11,250 | 100.0% | - | - | 0.0% |
| Agency Fund | 00000 | (105) | 50,000 | 50,000 | 93,504 | 187.0% | 50,000 | 41,093 | 82.2% |
| Student Loans FY10 | 02001 | 8,334 | 200,000 | 200,000 | 168,392 | 84.2% | 600,000 | 590,828 | 98.5% |
| Fed Student Loans FY11 | 02000 | - | 10,000,000 | 9,703,497 | 7,177,590 | 74.0% | 9,703,497 | 3,401,281 | 35.1% |
| Student Activity/Club Funds | act 95 | 27,566 | 75,000 | 118,258 | 118,258 | 100.0% | 37,447 | 37,447 | 100.0% |
| | | <u>\$ 39,376</u> | <u>\$ 10,332,000</u> | <u>\$ 10,083,710</u> | <u>\$ 7,569,849</u> | <u>75.1%</u> | <u>\$ 10,391,944</u> | <u>\$ 4,072,499</u> | <u>39.2%</u> |
| Expenditures: | | | | | | | | | |
| Baseball Auxiliary | 25100 | \$ | 1,786 | \$ 1,491 | \$ 1,364 | 91.5% | \$ 3,381 | \$ 2,595 | 76.8% |
| Softball Auxiliary | 25200 | | 1,000 | - | - | 0.0% | 1,000 | 990 | 99.0% |
| Men's Basketball Auxiliary | 25300 | | 1,000 | - | - | 0.0% | - | - | 0.0% |
| Women's Basketball Auxiliary | 25400 | | 500 | - | - | 0.0% | - | - | 0.0% |
| Men's Soccer Auxiliary | 25500 | | 1,000 | - | - | 0.0% | - | - | 0.0% |
| Golf Auxiliary | 25700 | | 5,000 | 14,750 | 11,053 | 74.9% | 3,500 | - | 0.0% |
| Agency Fund | 00000 | | 50,000 | 50,000 | 93,399 | 186.8% | 50,000 | 31,782 | 0.0% |
| Student Loans PY | 02001 | | 200,000 | 200,000 | 162,343 | 81.2% | 600,000 | 585,836 | 0.0% |
| Fed Student Loans FY11 | 02000 | | 10,000,000 | 8,521,879 | 7,177,590 | 84.2% | 8,521,879 | 3,404,507 | 40.0% |
| Student Activity/Club Funds | act 95 | | 75,000 | 143,909 | 110,368 | 76.7% | 65,336 | 36,151 | 55.3% |
| | | | <u>\$ 10,335,286</u> | <u>\$ 8,932,029</u> | <u>\$ 7,556,117</u> | <u>84.6%</u> | <u>\$ 9,245,096</u> | <u>\$ 4,061,861</u> | <u>43.9%</u> |
| Current Revenues Over/ (Under) Expenditures | | \$ (3,286) | | \$ 1,151,681 | \$ 13,732 | 1.2% | \$ 1,146,848 | \$ 10,638 | 0.9% |
| Prior Year Carryforward (Beg Bal) | | | 39,376 | 39,376 | 39,376 | | 84,897 | 84,897 | |
| Fund Balance | | | <u>\$ 36,090</u> | <u>\$ 1,191,057</u> | <u>\$ 53,108</u> | | <u>\$ 1,231,745</u> | <u>\$ 95,535</u> | |

Rogers State University

Auxiliary Revenue & Expenditures - Grants

For the Period Ended June 30, 2011 With Comparative Totals for the Period Ended June 30, 2010

Schedule 3g

| | Original Budget | Current Revised Budget | Current YTD Actual | % of Current Revised Budget | Previous Revised Budget | Previous YTD Actual | % of Current Revised Budget |
|--|---------------------|------------------------------|--------------------------|-----------------------------------|-------------------------------|---------------------------|-----------------------------------|
| Grant Revenue: | | | | | | | |
| PELL | \$ 6,000,000 | \$ 6,000,000 | \$ 3,533,808 | 58.9% | \$ 5,000,000 | \$ 6,976,907 | 139.5% |
| ACG | 115,000 | 110,000 | 79,988 | 72.7% | 95,000 | 99,823 | 105.1% |
| SMG | 120,000 | 115,000 | 81,500 | 70.9% | 77,000 | 106,000 | 137.7% |
| OTAG | 725,000 | 725,000 | 654,500 | 90.3% | 710,000 | 677,500 | 95.4% |
| OHLAP | 1,200,000 | 1,010,000 | 1,040,422 | 103.0% | 980,000 | 997,780 | 101.8% |
| SEOG | 107,699 | 107,699 | 102,554 | 95.2% | 107,608 | 102,712 | 95.5% |
| Stud Support Svcs Aux | 5,143 | 5,143 | 4,393 | 85.4% | 447 | 62,002 | 13870.7% |
| Upward Bound Aux | 228,212 | 228,212 | 81,334 | 35.6% | 171,211 | 46,375 | 27.1% |
| | <u>\$ 8,501,054</u> | <u>\$ 8,301,054</u> | <u>\$ 5,578,499</u> | <u>67.2%</u> | <u>\$ 7,141,266</u> | <u>\$ 9,069,099</u> | <u>127.0%</u> |
| Grant Expenditures: | | | | | | | |
| PELL | \$ 6,000,000 | \$ 6,000,000 | \$ 3,542,404 | 59.0% | \$ 5,000,000 | \$ 6,976,323 | 139.5% |
| ACG | 115,000 | 110,000 | 79,988 | 72.7% | 95,000 | 98,798 | 104.0% |
| SMG | 120,000 | 115,000 | 81,500 | 70.9% | 77,000 | 106,000 | 137.7% |
| SEOG | 107,699 | 107,699 | 102,554 | 95.2% | 107,608 | 102,712 | 95.5% |
| OTAG | 725,000 | 725,000 | 654,388 | 90.3% | 710,000 | 677,535 | 95.4% |
| OHLAP | 1,200,000 | 1,010,000 | 1,054,008 | 104.4% | 980,000 | 1,003,300 | 102.4% |
| Stud Support Svcs Aux | 5,143 | 5,143 | 4,393 | 85.4% | 447 | 62,002 | 13870.7% |
| Upward Bound Aux | 228,212 | 228,212 | 81,334 | 35.6% | 171,211 | 46,375 | 27.1% |
| | <u>\$ 8,501,054</u> | <u>\$ 8,301,054</u> | <u>\$ 5,600,569</u> | <u>67.5%</u> | <u>\$ 7,141,266</u> | <u>\$ 9,073,045</u> | <u>127.1%</u> |
| Current Revenues Over/ (Under) Expenditures | <u>\$ -</u> | <u>\$ -</u> | <u>\$ (22,070)</u> | <u>0.0%</u> | <u>\$ -</u> | <u>\$ (3,946)</u> | <u>0.0%</u> |
| Grant Receivable / Returns | - | - | 22,070 | | - | 3,946 | |
| Fund Balance | <u>\$ -</u> | <u>\$ -</u> | <u>\$ (0)</u> | | <u>\$ -</u> | <u>\$ -</u> | |

**Rogers State University
Schedule of Cash Balances**

For the Period Ended June 30, 2011 With Comparative Totals for the Period Ended June 30, 2010

Schedule 4

| <u>Fund/Source of Cash</u> | <u>Balance 6-30-11</u> | <u>Balance 6-30-10</u> |
|---|------------------------|------------------------|
| <i>Education & General, Part I</i> | \$ <u>7,551,512</u> | \$ <u>6,602,158</u> |
| <i>Education & General, Part II</i> note: amount represents unspent balance of grants & sponsored programs | \$ <u>984,058</u> | \$ <u>1,568,706</u> |
| <i>Plant Funds</i> Section 13 Offset: note: from the current balance, \$1,078,845 has been allocated to specific capital projects | \$ <u>1,281,102</u> | \$ <u>949,758</u> |
| <i>OCIA 2006 Capital Improvement Bond Issue</i> | \$ <u>-</u> | \$ <u>429,903</u> |
| <i>Auxiliary Enterprises</i> | \$ <u>6,192,162</u> | \$ <u>3,708,858</u> |

FACULTY HANDBOOK



May 2004
September 2011

PREFACE

An essential component in the foundation of a university is its faculty. For faculty members to fulfill their roles by contributing to the mission of the institution, they must know their responsibilities, privileges, and rights. This Faculty Handbook is a reference for general information about many of these responsibilities, privileges, and rights. Any use of grammatical gender references shall be interpreted as applying equally to males and females.

The Board of Regents of the University of Oklahoma values faculty input pertaining to the development of policies affecting faculty status and encourages the institutional administration to provide adequate opportunity for faculty input on such matters prior to presenting recommendations to the Board of Regents.

In discharging its duties and responsibilities, occasions may arise when the collective judgment of the Board of Regents requires the Board to act independently in the development and implementation of policies and procedures. In approving the Faculty Handbook for Cameron University, the Board of Regents is not waiving or restricting its lawful power, duty, and responsibility to act at any future time upon its own will and judgment independent of any other source or party to establish policies, regulations, and procedures and to implement other decisions of the Board. In such instances, affected personnel will be informed through the official public record where such actions were approved, and the institutional administration is encouraged to take appropriate steps to help ensure that affected personnel are informed.

The Faculty Handbook is a summary of information concerning Cameron University and its policies, regulations, organization, and benefits. The information included in this Handbook is current at the time of publication, but the policies and regulations may change from time to time by action of the appropriate segments of the University. As policy changes are made, they will be announced in University publications and distributed to the faculty. Employees are responsible for verifying that any policies to which they refer are the current policies. Up-to-date and complete information may be obtained from the offices of the Vice President for Academic Affairs and the Personnel Office.

This publication, printed by Cameron University Printing Services, as authorized by Cameron University. Fifty copies have been prepared and distributed at a cost of \$_____. This publication was distributed and produced in compliance with section 3-114 of title 65 of the Oklahoma Statutes. (~~May 2004~~) (September 2011)

EQUAL OPPORTUNITY POLICY

~~In compliance with all applicable federal and state laws and regulations, this institution does not discriminate on the basis of race, color, national origin, sex, age, religion, disability, political beliefs, or status as a veteran in any of its policies, practices, or procedures. This policy includes, but is not limited to, admissions, employment, financial assistance, and educational service.~~

This institution in compliance with all applicable Federal and State laws and regulations does not discriminate on the basis of race, color, national origin, sex, age, religion, political affiliation, disability, or status as a veteran in any of its policies, practices, or procedures. This includes but is not limited to admissions, employment, financial aid, and educational services.

This notice is provided as required by Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. Questions, complaints, or requests for additional information regarding these laws may be forwarded to Tom Russell, the designated Equal Opportunity Officer and Compliance Coordinator at 210 Howell Hall Shepler, 2800 West Gore Boulevard, Lawton, Oklahoma 73505-6377.



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SECTION 1

INTRODUCTION

1.1 HISTORY OF CAMERON UNIVERSITY

The history of Cameron University corresponds to the history of the area it serves in Southwest Oklahoma. It was founded by the Oklahoma Legislature in 1908 as Cameron State School of Agriculture, one of six agricultural high schools in the state, and placed under jurisdiction of the State Commission of Agriculture and Industrial Education. The institution was named for E. D. Cameron, first State Superintendent of Schools.

Cameron University added junior college work in 1927 when local needs demanded access to higher education. With the changed function came the name Cameron State Agricultural College. In 1941 when the Oklahoma State System of Higher Education was formed, Cameron joined the group of institutions governed by the Board of Regents for Oklahoma A & M Colleges.

Baccalaureate degrees were authorized in 1966 by the Oklahoma State Regents for Higher Education ("State Regents"), following action by the Legislature. In May 1970, the first baccalaureate degrees were awarded. The institution's name was changed to Cameron College in 1971 and was further amended to Cameron University in 1974.

In 1988, the State Regents expanded Cameron's functions to include offerings at the master's degree level. The change in function was the first granted to an Oklahoma institution since Cameron was given authority to offer bachelor's degrees more than 20 years earlier. The first master's degrees were awarded in May of 1990.

In recognition that Cameron's mission had become significantly more complex and predominantly urban, on June 1, 1992, the governance of the University was transferred by the Oklahoma Legislature to the governing board for the University of Oklahoma, the Board of Regents of the University of Oklahoma ("Board of Regents"). With the transfer of governance came new affiliations between Cameron and the University of Oklahoma, which have broadened and strengthened academic offerings by both institutions. Governance of Rogers State University was similarly transferred to the Board of Regents in 1998. In 2003, the Duncan Higher Education Center became CU-Duncan when the Oklahoma State Legislature declared it a branch campus under state law. At that time, the position of Director of the Duncan Campus was created to allow Cameron to directly supervise that facility.

The aim of Cameron is to extend itself into the social, cultural, and economic fiber of the community it serves in Southwest Oklahoma. While instruction remains the primary institutional focus, the faculty and staff increasingly interact with constituencies in response to needs for research, technology transfer, and other educational services. Telecommunications and interactive technology are increasingly important in the delivery of those services, and more instruction is being provided off campus. Technology and automation have also become increasingly important means for the delivery of instructional, administrative, library, and information services both on and off campus. Like their histories, the futures of Cameron University and Southwest Oklahoma are one. The relationship that has brought more than 95 years a century of progress will continue to prosper well into the 21st century.

1.2 TYPE OF INSTITUTION

Cameron University is a state-supported, regional institution which is assigned Southwest Oklahoma as its primary service area. Oklahoma regional university functions are defined by the Oklahoma State Regents for Higher Education as (1) both lower-division and upper-division undergraduate study in several fields leading to the associate degree and the bachelor's degree; (2) a limited number of programs leading toward the first-professional degree when appropriate to the institution's strengths and the needs of the state; (3) graduate study below the doctoral degree level, primarily in teacher education, business, and behavioral science; (4) extension and public service responsibilities in the geographic regions in which they are located; (5) responsibility for institutional and applied research in those areas related closely to their program assignments; and (6) responsibility for regional programs of economic development. In addition, Cameron is assigned to provide programs of instruction for military personnel, including those stationed at Ft. Sill and at other military installations in the region.

1.3 CAMERON UNIVERSITY MISSION STATEMENT

~~Cameron University is a multi-purpose university whose mission is to offer appropriate educational programs to the people living in its service area of the eleven counties of Southwest Oklahoma. One of Oklahoma's eleven regional universities, Cameron is the higher education center of Southwest Oklahoma, offering associate, baccalaureate, and master's degree programs. The University recognizes that the educational process includes the development of the intellectual, cultural, social, physical, moral, and occupational capacities of persons who participate in its programs and activities. The University desires to assist its students and other persons living in its service area in acquiring the skills, knowledge, values, and attitudes that will enable them to lead creative, productive, and fulfilling lives.~~

Cameron University provides a diverse and dynamic student body access to quality educational opportunities; fosters a student-centered academic environment that combines innovative classroom teaching with experiential learning; prepares students for professional success, responsible citizenship, life-long learning, and meaningful contributions to a rapidly changing world; and is a driving force in the cultural life and economic development of the region.

Core Values

We Value

- Student learning as our top priority
- Excellence in teaching, scholarship, service, and mentoring:
 - Investing in people: The growth and development of our students, faculty and staff in a learning environment based on integrity, respect, and ethical behavior that encourages and provides opportunities for professional improvement
- Leadership in our community and region that emphasizes:
 - Stimulating economic development
 - Forming partnerships and collaborative relationships
 - Providing cultural and social development
 - Serving the community and region by sharing our expertise
- Shared governance that includes:
 - Emphasizing teamwork
 - Facilitating open and effective communication
 - Providing opportunities for active participation by all constituencies
- Diversity among our students, faculty, and staff as demonstrated by:

- Providing access to educational and teaching opportunities for all constituents
- Promoting tolerance through a free and open exchange of ideas
- Responsible stewardship of public and private resources, the public trust, and Cameron's future that includes:
 - Focusing resources to achieve optimal student learning
 - Increasing student access to quality higher education
 - Establishing a reliable stream of public and private revenue
 - Holding administrative costs to a minimum
 - Enhancing alumni involvement
 - Providing accountability in key areas such as student learning and management of resources

1.4 STATEMENT OF INSTITUTIONAL PURPOSES

In pursuit of its mission, the University has established three areas of commitment and service:

Education for Effective Living

The University's program of education for effective living is designed to provide common experiences that are needed by all citizens. The program's objectives are to encourage students to think clearly, creatively, and critically about those problems confronting the individual and society; to stimulate students to seek more knowledge, to develop more tolerance, and to acquire greater awareness of the world community; to assist students in making contributions to the groups of which society is composed; and to foster within students the desire to continue the pursuit of knowledge whereby a better understanding of self and society is afforded. The University facilitates these objectives through required general education courses in communications, mathematics, natural sciences, American history and political science, humanities, behavioral science, economics, and physical activities and through a program of student services.

Education for Specialized Fields of Endeavor

The purpose of specialized education is to develop the technical and professional competencies of individuals in order that they meet the demands and requirements of modern professions. Cameron University is committed to specialized education in four realms:

Baccalaureate Degree Programs

Baccalaureate degree programs provide for a comprehensive background and concentrated investigation in one or more disciplines. These curricula prepare students for entrance into professions, for further professional training, or for graduate study. Cameron University facilitates such objectives by offering curricula leading to the degrees of Bachelor of Arts, Bachelor of Science, and Bachelor of Specialty.

Associate Degree Programs

Cameron University recognizes that educational and occupational preparation in post-secondary programs having less than a baccalaureate objective is an essential part of meeting the objectives of the University and the needs of individuals and of society. Cameron University facilitates such objectives by offering curricula culminating in Associate in Applied Science degrees and Associate in Science degrees.

Teacher Education

The purpose of the teacher education program is to assist in the development of effective members of the teaching profession. Cameron University facilitates this objective by offering both course work and practical experiences in professional teacher education curricula and in specialized programs in Early Childhood Education, Elementary Education, Secondary Education, and Elementary-Secondary Education. Students who have successfully completed these programs may be recommended to the State Department of Education for Oklahoma state teaching credentials at the early childhood, elementary, secondary, or elementary-secondary level.

Graduate Degree Programs

The graduate degree programs are designed to offer opportunities for advanced learning, professional preparation, economic enhancement, and personal development through concentrated and detailed study and research in any of several academic disciplines appropriate to persons living in Southwest Oklahoma. Cameron University facilitates such objectives by offering curricula leading to master's degrees.

Education through Community Service

The University serves individuals, businesses, industries, and professions in the service area by making available, on campus and in the community, facilities and personnel who organize, promote, and participate in both credit and non-credit conferences, institutes, workshops, and vocational and extension courses. In addition, individual University personnel serve as resource persons for the community. The University also provides facilities and personnel for lectures, musical and dramatic productions, art exhibits, and intercollegiate athletics. The University supports research projects appropriate to the University and outside agencies.

1.5 FUNCTIONS OF CAMERON UNIVERSITY

The following functions are assigned to Cameron University by the Oklahoma State Regents for Higher Education:

- To provide the educational programs of a senior college for the people living in the eleven counties of Southwest Oklahoma.
- To provide a program of general education for all students designed to provide common experiences needed by all citizens if they are to live productively.
- To provide programs of instruction in the liberal arts and sciences culminating in the awarding of Bachelor of Arts, Bachelor of Science, or Bachelor of Specialty degrees.
- To provide programs involving both course work and practical experiences designed to assist in the development of effective early childhood, elementary, secondary, or elementary-secondary teachers.
- To provide pre-professional course work and advisement for students planning to complete professional programs at other colleges and universities.
- To provide post-secondary programs having less than a baccalaureate objective in technical and occupational education culminating in the awarding of Associate in Science and Associate in Applied Science degrees.

- To provide community services including credit and non-credit programs of continuing education, cultural productions, and special events designed to improve the intellectual, cultural, social, physical, moral, economic, and occupational capacities of the people of Southwest Oklahoma.
- To provide programs of instruction for military personnel, including those persons stationed at Fort Sill and other military installations in the region and those who desire to pursue Reserve Officers' Training Corps programs.
- To provide facilities, encouragement, and financial support for faculty development and for faculty, student, and constituent research projects.
- To provide graduate-level programs designed to offer opportunities for advanced learning, professional preparation, economic enhancement, and personal development culminating in master's degrees.

1.6 COMMITMENT TO EXCELLENCE

The faculty, the administration, and the Board of Regents are dedicated to the continued development and improvement of programs at Cameron University. The goal of the University is to provide unsurpassed higher education opportunities to the population of Southwest Oklahoma.

Faculty Contributions to Excellence

The faculty of Cameron University recognizes and accepts its obligations and responsibilities to provide quality higher education to its students. The criteria for educational excellence are described in Section 4.2-6-4 – Faculty Policies.

1.7 UNIVERSITY GOVERNANCE AND ADMINISTRATION

Oklahoma State Regents for Higher Education

Cameron University is part of the Oklahoma State System of Higher Education, which was established in 1941 when the people of the State adopted an amendment to the Constitution of Oklahoma, Article XIII-A. The System is composed of all institutions of higher education supported wholly or in part by direct legislative appropriations.

The amendment also provided for establishment of the Oklahoma State Regents for Higher Education as the coordinating board of control of the system. The State Regents board is composed of nine members who are appointed by the Governor and confirmed by the State Senate. They serve nine-year overlapping terms.

Their responsibilities include prescribing standards of higher education (including those concerning the admission of students) at each institution, determining the functions and courses of study at each institution, granting degrees and other forms of academic recognition for completion of the prescribed courses of study, recommending to the Legislature the budget needs of each institution, allocating to institutions funds appropriated by the Legislature, and determining the fees for all institutions of the system. (Article XIII-A, Sections 2 and 3, Constitution of Oklahoma)

Board of Regents of the University of Oklahoma, Cameron University, and Rogers State University

By statutory enactment, the governance of Cameron University is vested in the Board of Regents of The University of Oklahoma. The Board of Regents is composed of seven members appointed by the Governor with the advice and consent of the State Senate. Each member is appointed to serve for seven years, except when appointed to fill an unexpired term. Meetings of the Board of Regents are open to the public. The powers and duties of the Board of Regents are set out in the Oklahoma Statutes (Article XIII, Section 8, Constitution of Oklahoma; Title 70, Section 1241; et seq., Oklahoma Statutes, 1961). The Board of Regents appoints the University President, charges him/her with the administration of the institution, employs personnel based on the recommendation of the President, determines policies for operation, and administers the budget.

University Administration

As the chief executive officer of the University, the President is responsible to the governing Board of Regents for the administration of the University. All authority delegated by the Board of Regents is administered through the President, who formulates an administrative structure appropriate for the management of the University and recommends its adoption to the Board of Regents. Generally, management responsibilities of the University are grouped according to function, with a vice president or equivalent University officer having administrative responsibility for such functions as academics, business and finance, student services, and development. There are many activities that overlap, requiring constant communication and coordination among administrative units. These functions are accomplished in a collegial manner through informal interaction among affected administrators, either individually or in the Executive Council, and through the operation of the University's formal governance structure. Management of the University is dynamic; thus, the administrative structure is subject to frequent change. The administrative structure is reflected in the University's organizational charts, which are revised and updated as necessary, but not less than once annually when submitted with the budget for approval by the Board of Regents.

1.8 ACCREDITATION

Cameron University is accredited by the Higher Learning Commission, a commission of the North Central Association of Colleges and Schools. Teacher education programs at the University are accredited by the ~~Oklahoma State Board of Education~~ Oklahoma Commission for Teacher Preparation and the National Council for Accreditation of Teacher Education; and the Bachelor of Arts degree with a major in music, Bachelor of Music degrees, and the Bachelor of Music Education degree are ~~is~~ accredited by the National Association of Schools of Music. Undergraduate and graduate degree programs offered by the ~~Department~~ School of Business are accredited by the Association of Collegiate Business Schools and Programs (ACBSP). ~~The Computer Aided Design Drafting curriculum is certified by the American Institute for Design and Drafting at the Design Drafter level.~~—The Medical Technology curriculum is accredited by the National Accrediting Agency for Clinical Laboratory Sciences (NAACLS) in cooperation with the Commission on Accreditation of Allied Health Education Programs. The Bachelor of Science degree with a major in Chemistry (Professional Option) offered by the Department of Physical Sciences is certified by the American Chemical Society (ACS).

1.9 PHYSICAL PLANT

The main campus of Cameron University is located in the city of Lawton, Oklahoma, and occupies 333 acres. The physical plant consists of facilities that vary in age from relatively new to 75 years old. The core facilities consisting of the Library, ~~Student Union~~ McMahon Centennial Complex, and administrative buildings are centrally located with easy access for pedestrians or vehicular traffic. The academic facilities surround the core facilities, and all classrooms and laboratories are within

five minutes' walking time, excluding the agriculture laboratory complex. Parking lots are available to accommodate commuter students.

The outer ring of facilities consists of living accommodations, the stadium, tennis courts, baseball and softball fields, and maintenance support areas. The maximum walking time from the dermatology campus residential areas to the classroom buildings is less than 10 minutes. All facilities are within 10 minutes of the core area. The Fine Arts Complex includes a 500-seat theater and smaller performance venues. The gymnasium seats 1,800 and contains limited physical education facilities. The Fitness Center includes a swimming pool, basketball courts, racquetball courts, indoor track, and various other exercise and recreational facilities. The residence halls and Cameron Village have a cafeteria, dining room, conference rooms, meeting rooms, and capacity for approximately 400 750 students.

The CU-Duncan learning site has enjoyed steady growth over the past decade resulting in the doubling of both course offerings and credit hour production. Student services have been increased proportionately and facility improvements are notable. Approximately 650 students study in a facility with wireless internet, multi-media equipped classrooms, tutorial and testing services and a variety of activities for students of all ages.

The landscape for Cameron has been designed to unify campus space, enhance the aesthetic quality of each area, and establish a convenient pedestrian and vehicular circulation pattern. The University makes ongoing efforts towards continued expansion, modernization, and renovation of the Cameron facilities to assure proper support for the students and faculty.

1.10 CONSTITUENCIES

The constituencies of Cameron University are diverse and heterogeneous. Lawton-Fort Sill is a metropolitan area with a population of 110,000 and has the educational needs of most metropolitan areas. The area surrounding Lawton is primarily rural, with farms and ranches that create demands for agriculture-oriented education. Approximately one-half of Cameron's students pursue full-time education while the other one-half are part-time students. The University fulfills both senior college and community college roles. While the diverse needs of the students create unusual demands on Cameron, the heterogeneous aspects of the student body enhance and stimulate the academic atmosphere in the classroom.

The Oklahoma State Regents for Higher Education include the following eleven Oklahoma Counties in the Cameron University service area: Caddo; Comanche; Cotton; Grady; Greer; Harmon; Jackson; Jefferson; Kiowa; Stephens; and Tillman.

SECTION 2

UNIVERSITY GOVERNANCE

2.1 INTRODUCTION

As an agency of the State of Oklahoma, Cameron University recognizes its responsibility to contribute to the public weal by providing a quality higher education experience in all its facets for those it serves. This responsibility is best met when all within the academic community commit their best efforts toward this end. By calling into play the best intellect, judgment, and talents of the faculty, students, and administrators who comprise the Cameron community, the University can achieve a synergism that is far more powerful and effective than when individuals or separate groups act alone. It is in this spirit of institutional cooperation that those within the Cameron community commit themselves to the concepts of shared governance expressed in this document.

The Board of Regents is vested with broad powers and authority to accomplish the responsibilities of the University and is convinced that it can most efficiently, effectively, and judiciously satisfy its charge when there is extant a system of shared governance that (1) provides a means for each constituent group to give advice and counsel to the President, who, as chief executive officer of the University, is responsible to the Board for all operations of the University, and to such other administrators as may be appropriate; and (2) facilitates communication among all groups.

To achieve those goals, a structure has been established that (1) encourages wide participation in shared governance activities, (2) provides cooperative interaction among all campus constituencies in the development of policy and operating procedure in University committees and task forces, (3) designates specific responsibilities for these committees and task forces and appropriate representation in their membership, and (4) provides regular and direct communication among faculty, students, and administration at all levels.

Membership on University committees and task forces is structured, and members are selected by various means, depending on the function of the committee. When these processes do not result in diversity among group members, the administration has the responsibility to modify committee membership to achieve diversity. The President can supplement the composition of University committees and task forces that are not sufficiently diverse.

2.2 OKLAHOMA STATE SYSTEM

1. Constitutional Coordinating System

The **Oklahoma State System of Higher Education** was created with the people's adoption of an amendment to the Oklahoma State Constitution, Article XIII-A, on March 11, 1941. The amendment provides that "All institutions of higher learning supported wholly or in part by direct legislative appropriations shall be integral parts of a unified state system to be known as the Oklahoma State System of Higher Education."

The constitutional amendment also created the Oklahoma State Regents for Higher Education as the "coordinating board of control of the Oklahoma State System of Higher Education." There are nine State Regents who are appointed to nine-year staggered terms by the Governor, with the advice and consent of the Oklahoma State Senate. Responsibilities of the State Regents generally are limited to determining the functions and courses of study for each institution, establishing standards of education, submitting budget requests for the state system to the Legislature, allocating state-appropriated and revolving funds to each institution, and setting student fees. The Chancellor of the Oklahoma State System of Higher Education serves as the chief administrative agent of the State Regents.

2. Board of Regents

The Board of Regents of the University of Oklahoma shall have the supervision, management and control of the University and shall have the following additional powers and duties:

- a. Adopt such rules and regulations, as it deems necessary, to govern the University.
- b. Employ and fix the compensation and duties of such personnel, as it deems necessary, including architects, attorneys, engineers and other professional and technical persons, for its operation and for the operation of the University. Any of such personnel having custody of public funds or other public property may be required to furnish corporate surety bonds in such amounts as may be deemed necessary by the Board of Regents, payable to the State of Oklahoma and conditioned upon a faithful accounting of all such funds and property.
- c. Enter into contracts; purchase supplies, material and equipment; and incur such other expenses as may be necessary to make any of its powers effective.
- d. Authorize officials of the University to act in its behalf in the making of contracts or in carrying out the powers conferred upon it.
- e. Receive and make disposition of moneys, grants, and property from federal agencies, and administer the same in accordance with federal requirements.
- f. Accept gifts of real and personal property, money, and other things, and use or dispose of the same in accordance with the directions of the donors or grantors thereof.
- g. Direct the disposition of all moneys appropriated by the Legislature or by the Congress or derived from the sale of bonds or received from any other source by the University.
- h. Acquire and take title to real and personal property in its name, on behalf of the University and convey, exchange or dispose of, or otherwise manage or control, such property in the interest of the University including the granting of leases, permits, easements and licenses over or upon any such real property. The Board of Regents shall have the power to institute legal action in the name of the Board of Regents before any court having jurisdiction of such actions. The Board of Regents shall have the custody and control of abstracts of title and instruments affecting the ownership of or title to real property belonging to the Board of Regents, and being held by the Board on behalf of the University.
- i. Have supervision and charge of the construction of all buildings at the University.
- j. Determine the need for and cause to be constructed, residence halls and other buildings, on a self-liquidating basis, at the University.
- k. Establish and maintain plans for tenure and retirement of employees of the Board of Regents, and the University and for payment of deferred compensation of such employees; and make available health, vision, dental, life, and accidental death and disability benefits for such employees and their dependents. The Board of Regents may pay for all or a part of the cost thereof for employees, with funds available for the operation of the University. Amounts payable by an employee for such insurance or annuity contracts may, with the consent of the employee, be deducted from payroll.
- l. Audit all accounts against the funds appropriated for the use and maintenance of the University and the State Treasurer shall issue warrants for the amount of all accounts, including salaries and expenses of said Board of Regents, which shall have been audited

and allowed by the Board of Regents and attested by the Secretary of the Board, , and the President .

- m. Provide penalties and forfeitures by way of damages and otherwise for the violation of rules and regulations of the Board of Regents, which may be sued for and collected in the name of the Board of Regents before any court having jurisdiction in such actions.
- n. Do all things necessary and convenient to carry out the powers expressly granted to it by the Constitution and the laws of the State, and to make the University effective for the purposes for which they are maintained and operated and the enumeration herein of certain powers and immunities of the Board of Regents shall not be construed as in derogation or as a limitation of the powers and immunities properly belonging to the Board of Regents in the government of the University.

2.3 CAMERON UNIVERSITY

1. Campus Organization

Within the Cameron University community are three primary stakeholders which cooperatively govern day-to-day affairs of the University and in both individual and representative capacities act as recommending and advisory bodies to the Board of Regents. Those three stakeholders include the University Administration, Faculty, and Student Body.

- a. **The University Administration** is headed by the **University President**, who is the chief executive officer of the University and is directly responsible to the Board of Regents for all operations of the University. Other administrators assist the President with the management of University affairs. The Board of Regents encourages faculty, administrators, and students to make recommendations to the President regarding policy improvements and requires appropriate faculty counsel regarding recommendations for appointments, promotions, discontinuances, and retirement of faculty.
- b. **The Regular Faculty** of the University is composed of all faculty members with regular appointments including tenured, tenure track, and non-tenure track at the ranks of Instructor, Assistant Professor, Associate Professor, and Professor. The faculty shall fulfill its duties through academic departments and/or schools, University committees, various standing committees of the Faculty Senate, and, when appropriate, through ad hoc committees from the faculty. The faculty is to be concerned with the welfare of the academic community and has a responsibility to participate in the development of policies, regulations, and procedures concerning the whole University.
- c. **The Graduate Faculty**, in addition to those qualifications required for other faculty, shall have (1) an earned doctorate from a college or university accredited by the regional accredited or internationally recognized institution or a terminal degree or other appropriate academic credentials as defined in Appendix A of this document; (2) the rank of Assistant Professor or above; and (3) conducted specific forms of scholarly activity as defined in Appendix D. Appointments to the Graduate Faculty are made by the ~~Vice President for Academic Affairs~~ Provost ~~or~~ upon recommendation of the appropriate academic department chair and Dean and of the Graduate Council. Appropriate faculty counsel shall be obtained at the department or school level. Temporary appointment to the Graduate Faculty may be made for persons who have the expertise in an area which qualifies them to teach a graduate-

level course, which expertise shall be defined by the Graduate Council with input from the Graduate Faculty of the appropriate school. Such temporary appointment shall be made by the ~~Vice President for Academic Affairs~~ Provost upon the recommendation of the ~~appropriate department chair and Dean~~ Graduate Council. Graduate Faculty shall be eligible to teach graduate courses; advise graduate students; supervise graduate research; serve on or direct a thesis committee; be elected to and vote for members of the Graduate Council; participate in campus governance; and serve on graduate advisory committees. A temporary member of the Graduate Faculty shall be eligible to teach graduate-level courses.

- d. **The Student Body** of Cameron University consists of all students currently enrolled at Cameron University.

2. Campus Executive and Representative Bodies

- a. **The Executive Council** is not a formally designated body but acts as the President's cabinet and is composed of administrators appointed by the President. The members meet regularly as a coordinating executive team.
- b. **The Faculty Senate** is established to express the Senate's views and make appropriate advisory recommendations to the University administration. The Senate studies matters it believes to be of significant importance to the faculty. Officers of the Faculty Senate are the Chair, Chair-Elect, and Secretary, each elected by the faculty. The Faculty Senate may determine its own internal rules of order and by-laws insofar as they are consistent with state law and Board of Regents' policies.
- c. **The Student Government Association** is a representative organization of the Student Body whose mission is to represent, lead, and unify the Student Body; to decide and recommend for the students upon any matter involving student interests; and to promote common understanding among students, faculty, and administration while protecting the individual rights of students. Officers of the Student Government Association are elected by the Student Body and include the President, Vice President, and Treasurer.

3. Shared Governance Bodies

- a. **Cameron Council** meets as needed to promote an exchange of information among the Student Government Association, Faculty Senate, and Administration. Elected officers of the Faculty Senate, elected officers of the Student Government Association plus the Chair of the Programming Activities Council, and administrators as appointed by the President are members of the Cameron Council, which is chaired by the University President.
- b. **University Standing Committees** serve various functions in the University and typically have a single responsibility. Membership composition and method of appointment are described in the following paragraphs. ~~Only members of the Regular Faculty are eligible to serve on University Standing Committees. In the event the membership of any committee is not appropriately diverse, the President may appoint additional members to achieve diversity.~~ The listing of committees which follows represents the standing University committees. For all University related committees, the ~~Vice President for Academic Affairs~~ Provost, with the President's concurrence, or the President reserve the right to appoint additional members in an effort to achieve functional diversity on the committees.

1. **The Academic Appeals Committee** serves as the appeals body for (1) the administration of the Admissions and Retention Policies of the University, (2) the consideration of exceptions or substitutions in academic areas which are not specifically reserved to a specific academic department or area, and (3) the consideration of any other matters associated with policies and procedures governing academic appeals.

The responsibility for academic evaluations of students rests with the faculty. If a student feels wrongfully and unfairly treated by an instructor and if he/she is unable to resolve the matter in conference with the instructor or the Departmental Chair, an appeal may be made.

Membership:

Faculty: Four elected at large by the Faculty.
Students: Three appointed by the Vice President for Student Services as recommended by the Student Government Association President.
Administrators: Registrar (ex-officio, non-voting); Administrative support: one appointed by the President (non-voting).

2. **The Curriculum Committee** makes recommendations to the ~~Vice President for Academic Affairs~~ Provost regarding all requests for (1) course changes, (2) new courses, (3) program changes, and (4) new programs.

Membership:

Faculty: One elected by and from the Faculty Senate; one faculty representative for every 20 full-time faculty members in each undergraduate school to be elected by and from the school (Deans are to be included in the count of faculty of each school).
Students: Three appointed by the Student Government Association President.
Administrators: The ~~Vice President for Academic Affairs~~ Provost or his/her representative (ex-officio, non-voting);

3. **The Faculty Development Committee** serves in an advisory capacity and makes recommendations to the ~~Vice President for Academic Affairs~~ Provost regarding faculty development programs, policies, and operation of the Faculty Development Center.

Membership:

Faculty: One elected by and from the Faculty Senate; one elected by and from each undergraduate school; one elected by and from the Graduate Faculty; three appointed by the Vice President for Academic Affairs.
Administrators: The ~~Vice President for Academic Affairs~~ Provost or his/her representative (ex-officio, non-voting); Academic Services Projects Coordinator, Center for Faculty Development (ex-officio, non-voting).

4. **The General Education Committee** (1) establishes and reviews guidelines for certifying courses to meet general education program requirements; (2) certifies courses for meeting general education requirements; (3) develops guidelines for determining the applicability of transfer courses for meeting general education requirements; (4) evaluates general education assessment results and proposes appropriate program modifications; (5) reviews general education program to assure compliance with regulations and standards of governing bodies and accreditors; (6) formulates and promotes professional development programs for general education faculty; and (7) reports annually on the effectiveness of the general education program.

Membership:

- Faculty: Two from each undergraduate school elected by the faculty; one from the Library appointed by the Director of Library Services; Faculty Senate Chair (ex-officio, non-voting); Faculty Senate Chair-Elect (ex-officio, non-voting).
- Students: Two appointed by the Student Government Association President.
- Administrators: The ~~Vice President for Academic Affairs~~ Provost or his/her representative (ex-officio, non-voting).

5. **The Graduate Council** serves as the principal governing and appellate committee for all issues pertaining to graduate education at Cameron University making recommendations to the Provost. Council functions include but are not limited to oversight of graduate curriculum; graduate faculty selection and retention; student matriculation and retention; in cooperation with the academic disciplines, strategic planning for graduate education; and appeals of grades, suspension, and dismissal.

Membership:

- Faculty: Each school that offers a graduate course shall be entitled to elect one voting member to the Graduate Council, and each school that offers a graduate degree program shall be entitled to elect an additional voting member.
- Students: Two graduate students nominated by the Dean for Graduate Studies shall be confirmed by a simple majority vote of the Graduate Council.
- Administrators: ~~Dean for Graduate Studies~~ Academic Deans with one or more graduate programs with one Dean, appointed by the Provost, to shall be Chair of the Council (ex-officio, non-voting).

6. **The Information Technology Advisory Committee** is an advisory and recommending body to the Director of Information Technology Services and other appropriate administrators regarding the development of policies and plans related to computing and all aspects of information technology.

Membership:

- Faculty: One elected by and from the Faculty Senate; two from each undergraduate school appointed by the Dean of the School; one from the Library appointed by the Director of Library Services.
- Students: Three appointed by Student Government Association President.
- Administrators: Director of Information Technology Services (ex-officio, non-voting); three professional staff from Information Technology Services (ex-officio, non-voting); and one professional staff member appointed by the ~~Vice President for Academic Affairs~~ Provost (ex-officio, non-voting).

7. **The Institutional and Internal Services Committee** reports to the Vice President for Business and Finance and is responsible for making recommendations regarding University contracts with external organizations, issues of public safety, the upkeep and improvement of the physical plant, and other University services not under the purview of academic or student affairs.

Membership:

- Faculty: Three elected at large by the Faculty; one elected by and from the Faculty Senate.
- Students: One appointed by the Student Government Association President.
- Administrators: Vice President for Business and Finance (ex-officio, non-voting).

8. **The Institutional Assessment Committee** reports to the ~~Vice President for Academic Affairs~~ Provost and is responsible for (1) identification of appropriate assessment objectives for Cameron University, consistent with the policies and requirements of the Oklahoma State Regents for Higher Education and the Higher Learning Commission of the North Central Association of Colleges and Schools; and (2) University-wide coordination of planning and implementation of entry-level assessment, mid-level (general education) assessment, programs outcomes assessment, and student satisfaction assessment programs which meet those same objectives and requirements.

Membership:

- Faculty: Chair (appointed by the ~~Vice President for Academic Affairs~~ Provost); one appointed by and from the Faculty Senate; ~~one~~ two appointed or elected at the discretion of the Dean from each of the undergraduate schools; one appointed or elected at the discretion of the Director of the Library; Chair of the General Education Committee (ex-officio, non-voting).
- ~~Staff:~~ One appointed by or elected at the discretion of the appropriate Executive Council member for each non-instructional unit participating in the assessment process.
- Administrators: Director of ~~Institutional Assessment and Planning~~ Institutional Research, Assessment, and Accountability (ex-officio, non-voting); ~~Vice President for Student Services~~ (ex-

~~officio, non-voting~~); the ~~Vice President for Academic Affairs~~
Provost (ex-officio, non-voting) or his/her representative.

9. **The Intercollegiate Athletics Committee** serves in an advisory capacity to the Director of Athletics and the President. On request, the Committee reviews, interprets, and recommends policies and regulations regarding the conduct of the intercollegiate athletic program.

Membership:

Faculty: One elected by and from the Faculty Senate; two elected at large by the Faculty.

Students: Two recommended by the Student Government Association President and approved by the Vice President for Student Affairs

Administrators: Faculty Athletic Representative (Chair); Director of Athletics (ex-officio, non-voting).

10. **The Lectures and Concerts Committee** serves in an advisory capacity to the Vice President for Student Services and is responsible for encouraging lectures and concerts by (1) disseminating information regarding funding of lectures and concerts and (2) reviewing and making recommendations regarding proposals for University-funded lectures and concerts.

Membership:

Faculty: One elected by and from the Faculty Senate; one elected by and from each school.

Students: Four appointed by the Student Government Association President.

Administrators: Vice President for Student Services (ex-officio, non-voting).

11. **The President's Planning Committee** serves in an advisory capacity to the President on matters related to University planning, including recommending campus-wide goals for special emphasis.

Membership:

Faculty: Faculty Senate Chair; Faculty Senate Chair-Elect; Faculty Senate Secretary; Chair, Faculty Long-Range Planning Committee.

Students: Two undergraduate students and one graduate student appointed by the Student Government Association President.

Administrators: ~~The Vice President for Academic Affairs~~ Provost (ex officio); Vice President for Student Services (ex-officio, non-voting); Vice President for Business and Finance (ex-officio, non-voting); Director of Assessment and Planning of Institutional Research, Assessment, and Accountability (ex-officio, non-voting); ~~Director of Government and Community Relations~~ Associate Vice President for Enrollment Management (ex-officio, non-voting).

12. **The Recruitment Committee** serves in an advisory capacity to the ~~Vice President for Academic Affairs~~ Provost and the Associate Provost Vice President for Enrollment Management regarding student recruitment.

Membership:

- Faculty: One elected by and from each school; one elected by and from Faculty Senate; one elected by and from Graduate Council.
- Students: Two undergraduate students and one graduate student appointed by the Student Government Association President.
- Administrators: Associate ~~Provost~~ Vice President for Enrollment Management (ex-officio, non-voting).

13. **The Research Committee** serves in an advisory capacity to the ~~Dean of Graduate Studies~~ Provost and is responsible for encouraging and assisting faculty and students in research activities by (1) disseminating information regarding funding of research proposals, (2) providing assistance with the writing and review of research proposals, and (3) reviewing and making recommendations regarding University-funded research.

Membership:

- Faculty: One elected by and from the Faculty Senate; four elected at large by the Faculty.
- Students: Two undergraduate students appointed by the Student Government Association President; one graduate student selected by the Graduate Council.
- Administrators: The ~~Vice President for Academic Affairs~~ Provost or his/her representative (ex-officio, non-voting); representative of Academic Research Support Center (ex-officio, non-voting); ~~Dean of Graduate Studies~~ (ex-officio, non-voting).

14. **The Student Services Committee** acts as an advisory and recommending body to the Vice President for Student Services. The committee (1) formulates recommendations for student policy; (2) reviews and interprets existing student policies; and (3) coordinates with secondary committees under its jurisdiction (Financial Assistance, Lectures and Concerts, and Publications), and (4) serves as an appeals body on student matters of a non-academic nature and makes recommendations to the Vice President for Student Services.

Membership:

- Faculty: One elected by and from the Faculty Senate; two elected at large by the Faculty.
- Students: Five appointed by the Student Government Association President.
- Administrators: One appointed by the Vice President for Student Services (non-voting).

15. **The Teacher Education Council** serves in an advisory capacity to the Director of Teacher Education. The Council (1) reviews teacher education regulations and proposed changes; (2) reviews all approved teacher education programs, proposed programs, and proposed changes in approved programs; (3) makes recommendations regarding the professional education sequence; and (4) makes recommendations regarding the selection,

admission, and retention of teacher education students. Standing subcommittees of the Teacher Education Council include the Selection, Admission, and Retention Committee and the Faculty Development Committee.

Membership:

- Faculty: One elected by and from the Faculty Senate; one from each certificate program appointed by the department chair of the discipline.
- Students: One representing elementary education; one representing secondary education; and one representing CAMSTEP Educational Leadership, all appointed by the Student Government Association President.
- Administrators: Director of Teacher Education (ex-officio, non-voting) chairs the Council; Coordinator of Field Experience (ex-officio) serves as permanent Chair of Selection, Admission, and Retention Committee.
- Public: Two invited to participate by the Teacher Education Council (non-voting).

- 16. The Teaching and Learning Committee** serves in an advisory capacity and makes recommendations to appropriate administrators regarding the Library, instructional technology, and other learning-resource centers. The committee reviews proposals and makes recommendations regarding University-funded innovative instruction grants.

Membership:

- Faculty: One elected by and from the Faculty Senate; one librarian appointed by the Director of Library Services; one from each school appointed by the Dean.
- Students: Three appointed by the Student Government Association President.
- Administrators: Two appointed by the President; two appointed by the ~~Vice President for Academic Affairs~~ Provost; the ~~Vice President for Academic Affairs~~ Provost or his/her representative (ex-officio, non-voting); the Director of Distance Learning (ex-officio, non-voting) .

- c. Ad Hoc Committees and Task Forces.** From time to time, additional ad hoc committees or task forces may be created. A description of those committees or task forces, their purpose, and membership will be maintained on the University's official website.

- 1) The Public Exercises Task Force** coordinates commencement ceremonies, convocation, and other ceremonies that include University-wide participation and that are open to the general public. The committee reviews the format, facility utilization, personnel requirements, equipment requirements, safety and parking requirements, and all associated matters necessary for management of the event. Recommendations by the committee are made to the person or organization in charge of the event.

Membership:

- Faculty: One appointed by the President.

Administrators: ~~Associate Dean, School of Liberal Arts~~ Academic Services Coordinator; Coordinator of Interdisciplinary Activities in Fine Arts; Representative from Physical Facilities; Executive Assistant to the President; Vice President for Student Services; Senior Director, Government and Community Relations Public Affairs; Deans; Registrar; Director, Public Safety; Director, KCCU.

- 2) **The Action Commission on Student Retention** serves in an advisory capacity to the President and makes recommendations on issues impacting student retention.

Membership: Appointed by the President.

4. **Duties and Responsibilities of the ~~Vice President for Academic Affairs~~ Provost**

The ~~Vice President for Academic Affairs~~ Provost is the University's chief academic officer charged with daily responsibility for the accomplishment of student learning, scholarly activity, and service as components of the University's mission. The ~~Vice President for Academic Affairs~~ Provost works closely with the President on academic matters.

A primary responsibility of the ~~Vice President for Academic Affairs~~ Provost is to create and sustain a University environment conducive to teaching and learning and to student and faculty development. Therefore the ~~Vice President for Academic Affairs~~ Provost must be considered to be accountable to the faculty and students as well as to the President and the Board of Regents.

a. **Academic Administration Duties**

1. Provides leadership in the implementation of effective planning in academic affairs and excellence in academic degree programs and support units and represents the academic interests of the University in off-campus activities, as designated by the President.
2. Provides leadership in working with the academic deans and representatives of the faculty in the development and supervision of academic programs, including changes in curriculum, degree programs, and organization.
3. Supervises and evaluates the work of the academic deans.
4. Recommends budget allocations for the schools, Library, and academic support areas to the President.
5. Collaborates with the Vice President for Student Services and the Associate ~~Provost~~ Vice President for Enrollment Management to maximize opportunities for student academic success. Together, they advocate programs and services that meet the needs of the University's prospective and enrolled students.
6. Supervises the directors of academic support units designated on the official organizational chart as part of Academic Affairs.
7. Ensures compliance with the Higher Learning Commission (HLC) of the North Central Association of Colleges and Schools accreditation requirements for

all academic units and coordinates reports to the HLC on substantive changes made in credit and non-credit programs.

8. Works with all academic units to ensure compliance with Board of Regents, State Regents, and University policies and procedures.

b. Faculty Administration Duties

1. Recommends to the President faculty member appointments, reappointments, promotions, tenure, and terminations based on both independent study of credentials and the recommendations of the Deans, department chairs, and faculty committees.
2. Provides appropriate recommendations for University nominations for various faculty awards and recognitions.
3. Works with the Faculty Senate on policies and procedures that directly affect the faculty and ensures that changes in policies, procedures, programs, and organization are included in the Cameron University Faculty Handbook and reported, when appropriate, to external agencies.
4. Oversees the preparation and maintenance of the Faculty Handbook for distribution, and, in cooperation with the Senior Director of Government and Community Relations Public Affairs, reviews the content of catalogs and other publications concerning academic matters.

c. Other Administrative Duties

1. Works in close conjunction with, and in support of, the Vice President for ~~Development~~ University Advancement and Vice President for Business and Finance.
2. Works with the President in concert with the Personnel Office to promote diversity in Academic Affairs and support University programs to create a welcoming environment.
3. Supports the University's commitment to goals set forth in the University's Strategic Plan by taking appropriate actions.
4. Provides leadership and oversight of University effectiveness efforts in academic affairs, including the use of the results of assessment and linking results to planning.
5. Performs other duties supporting the University, as requested by the President.

d. Evaluation of the ~~Vice President for Academic Affairs~~ Provost

1. Evaluation of the performance of the ~~Vice President for Academic Affairs~~ Provost is carried out by the President. It includes but is not limited to confidential evaluation by the Regular Faculty. The faculty's assessment of the performance of the ~~Vice President for Academic Affairs~~ Provost will be carried out annually. The primary purpose of an evaluation is to provide constructive feedback regarding how well job expectations are being met by

the ~~Vice President for Academic Affairs~~ Provost. Summary information will be made available to the ~~Vice President for Academic Affairs~~ Provost.

2. Processes regarding tenure of the ~~Vice President for Academic Affairs~~ Provost shall be administered by the appropriate academic department in compliance with Section 4.5 of the Faculty Handbook.
3. Post-Tenure Review of the ~~Vice President for Academic Affairs~~ Provost shall be administered by the appropriate academic department in compliance with Section 4.6 of the Faculty Handbook.
4. For the purposes of tenure and post-tenure review, the ~~Vice President for Academic Affairs~~ Provost will be evaluated in all categories except for teaching.

5. School and Departmental Organization

- a. **School Administration/Organization:** To accomplish its academic mission, the University is divided into schools with a Dean as the chief administrative officer. The Dean is responsible for an administrative organization designed to meet the particular needs of the school. Staff requirements to support school activities will vary in composition and assignments unique to the school's mission and goals. Departmental organizations will be used to support educational programs with similar goals and objectives. Faculty members shall be solicited to serve on committees and complete tasks supporting the mission and goals of the department, school, and University. The Dean shares (or delegates) many of the specific responsibilities outlined in this policy statement with school staff and the chairs/directors of the separate departments. In schools not divided into separate departments, the school organization is similar to departmental organization.
- b. **General Responsibilities of the Dean:** The Dean provides leadership and administrative support to the programs and faculty members of the school in performing the missions of teaching, scholarly activity, and University service and public outreach. The Dean represents the school in relations with the President, the ~~Vice President for Academic Affairs~~ Provost, other administrative officers of the University, and other schools. The Dean is responsible to the President through the ~~Vice President for Academic Affairs~~ Provost and is accountable to many constituencies including the faculty, staff, students, administrators, and alumni of the school. Whenever appropriate, the Dean is expected to consult with, receive advice from, and communicate with the constituent members of the school. Deans represent the President and the administration, communicating and administering the policies and procedures of the State Regents, the Board of Regents and the University.
- c. **Specific Responsibilities of the Dean:** The following responsibilities are not restrictive and will include other responsibilities as assigned by the ~~Vice President for Academic Affairs~~ Provost or the administration. In any particular school, the specific responsibilities of the Dean may vary depending on the mission, organization, and size of the school. The specific responsibilities of an individual Dean in a particular school must be flexible to respect these differences among various schools and the leadership style of a particular Dean.

1) To the University at large, the Dean is responsible for:

- a. Implementing University priorities at the school and department levels.
- b. Advancing and representing the school whenever appropriate.
- b. Disseminating information to school faculty and staff.
- c. Implementing policies and initiatives of the University and the governing and coordinating boards.
- d. Participating in the Deans Council including advising the ~~Vice President for Academic Affairs~~ Provost concerning strategic planning, budgeting needs, University policy changes, fund raising activities, matters of mutual interest, and other priorities of the University.
- f. Assisting the President and the ~~Vice President for Academic Affairs~~ Provost in the selection of other Deans and University administrative officers, as appropriate.
- g. Providing an annual report to the President and other constituencies concerning the performance of the school.
- h. Cooperating with other schools in the development of interdisciplinary programs consistent with University goals and objectives.
- i. Contributing to a general spirit of University cooperation and collegiality.

2) To the School, the Dean is responsible for:

- a. Providing leadership in the organization, operations, development, and evaluation of the teaching, research and creative/scholarly activity; and professional and University service and public outreach to the school and consistent with University and school strategic planning.
- b. Assuring compliance with state and federal law and all policies and procedures of the State Regents, the Board of Regents, and the University.
- c. Leading the school in the annual planning process.
- d. Providing leadership in student recruitment and retention.
- e. Assuring academic quality and rigor in all school programs.
- f. In coordination with the University administration, setting priorities for school-level alumni development and fund-raising activities, and coordinating and assisting the school and its separate departments with implementing and maintaining an active alumni development and fund raising program.
- g. Planning, preparing, submitting, and managing the school budget.
- h. Assuring fair and consistent evaluation of faculty in compliance with the Faculty Handbook.
- i. Fostering the welfare of the entire school faculty and staff and encouraging, facilitating, and mentoring their work and professional development.
- j. Recommending the reappointment, appointment, promotion, and tenure of faculty according to University, departmental and school guidelines (Section 4), as well as Board of Regents' policy.
- k. Implementing personnel policies concerning faculty and staff of the school.
- l. Providing leadership to the faculty in reviewing, evaluating, and developing appropriate curricula and effective academic programs of study within the school.
- m. Seeking advice from faculty, chairs/directors, and staff on matters affecting the school.

- n. Reorganizing departmental and school administration in response to new opportunities or when more effective use of resources will be completed with faculty and staff consultation.
- o. Presiding over meetings of the school faculty.
- p. Assuring that faculty and staff have access to and knowledge of University, school, and departmental policies.
- q. Evaluating the performance of department chairs/directors and other administrative staff reporting to the Dean, according to University and school policies.
- r. Initiating procedures to search for chairs/directors and other administrative staff of the school whenever a vacancy occurs.
- s. Evaluating the facility needs of the school and advising the ~~Vice President for Academic Affairs~~ Provost of these facility needs.
- t. Implementing the University Affirmative Action Plan and ensuring equal opportunity for all who are job applicants to the school.
- u. Developing strategies to recognize outstanding achievements by faculty and staff through appropriate awards and honors.
- v. Fostering a spirit of cooperation and teamwork throughout the University and within the school.

3) To the students in the School, the Dean is responsible for:

- a. Providing an academic environment that nurtures all students to succeed to the best of their abilities through quality academic instruction, counseling, professional advice, and other assistance when necessary.
- b. Providing an academic advising system that informs students of all academic requirements of the school and their progress toward meeting those requirements.
- c. Seeking advice from students on matters affecting the school.
- d. Implementing University and school procedures to ensure an ethical and equitable academic atmosphere by enforcing policies involving such issues as academic misconduct, academic grade appeals, and ethics in research.
- e. Developing strategies to recognize outstanding achievement by students through appropriate awards and honors.
- f. Enforcing admission, retention, and graduation requirements of the school.
- g. On behalf of the faculty, recommending appropriate degrees for students who have met the requirements, as determined by University and school regulations.

4) To external constituencies, the Dean is responsible for:

- a. Providing school leadership in cooperation with University units that support alumni development, fund raising, government relations, and public relations efforts of the University.
- b. Seeking advice from and communicating with graduates and other appropriate external constituencies concerning matters of interest to the school.
- c. Cooperating with the University in disseminating information about the school to the State Regents, the Legislature, and other government entities.

- e. Proactively seeking information, support, and cooperation with organizations employing University graduates.
- d. **Faculty Responsibility of a Dean:** In addition to the administrative responsibilities described above, the Dean may be involved in teaching, scholarly activity, and University service and public outreach. The extent of involvement in teaching, research and creative/scholarly activity, and service shall be determined in consultation with the ~~Vice President for Academic Affairs~~ Provost. While the Dean is normally granted tenure within an academic department of the school, the Dean does not vote at faculty meetings of the department.
- e. **Appointment of a Dean:** The Dean is normally appointed on a twelve-month basis. The Dean of a school shall be initially appointed to a specific term as negotiated by the ~~Vice President for Academic Affairs~~ Provost, thereafter renewable by the Board of Regents upon the recommendation of the President.
- f. **Retention of a Dean:** The Dean of the school serves at the pleasure of the President upon the recommendation of the ~~Vice President for Academic Affairs~~ Provost. Retention or non-retention of a Dean is recommended by the ~~Vice President for Academic Affairs~~ Provost after completion of the comprehensive evaluation process under Section 2.3.4.1.h. of the Faculty Handbook. The Dean's faculty responsibilities are for the nine-month period assigned to Regular Faculty members. Administrative responsibilities are for twelve months. Salary distribution will be defined in terms of these two roles.
- g. **Selection Procedure for a New Dean:** The selection procedures for a new Dean are described in 3.1 ("Administrative Search Committees") of the Faculty Handbook .
- h. **Performance Evaluation of a Dean:** Evaluation of the Dean's performance is carried out by the ~~Vice President for Academic Affairs~~ Provost. It includes but is not limited to confidential evaluation by the Regular Faculty of the school. The faculty's assessment of the performance of the Dean is carried out at regular intervals, as described below. The primary purpose of the evaluation is to provide constructive feedback regarding how well job expectations are being met by the Dean. A summary of the faculty evaluation will be made available to the Dean, as well as to appropriate University officers.

Annual Evaluation

An annual performance evaluation will be conducted of all Deans by the ~~Vice President for Academic Affairs~~ Provost. The annual evaluation shall include:

1. A self-assessment by the Dean.
 2. Confidential evaluation by the faculty of the school regarding administrative duties, to be conducted by the Vice President for Academic Affairs.
 3. Confidential evaluation by the faculty of the appropriate academic department regarding the faculty responsibilities of the Dean, according to standard evaluation procedures of the department.
 4. A formal consultation between the Dean and the ~~Vice President for Academic Affairs~~ Provost.
- i. **Tenure of a Dean**

Processes regarding tenure of the Dean shall be administered by the appropriate academic department in compliance with Section 4.5 of the Faculty Handbook.

j. Post-Tenure Review of a Dean

Post-Tenure Review of the Dean shall be administered by the appropriate academic department in compliance with Section 4.6 of the Faculty Handbook.

- k. Vacancy:** Whenever a vacancy occurs in the office of a school Dean, the ~~Vice President for Academic Affairs~~ Provost, if needed, shall appoint an interim or acting Dean of the school until a permanent Dean assumes responsibility for the school. Prior to the appointment, subject to approval of the President, the ~~Vice President for Academic Affairs~~ Provost shall seek input from representatives of the faculty, chairs/directors, and staff of the school involved to obtain advice on an appropriate candidate for the interim or acting dean.

l. Departmental Administration

An academic department is administered by a chair. The chair provides leadership in matters of policy determined by the Regular Faculty members of the department, operating within guidelines provided by the Board of Regents, University administrative officers, and the school. In schools not divided into departments, the school faculty is the equivalent of the departmental faculty, and the Dean performs the duties and functions of the chair.

- 1. Departmental Faculty:** The departmental faculty has jurisdiction over matters of policy and procedure and the right to choose its own form of organization, as long as these do not conflict with published (in writing or electronic media) rules and regulations of its own school, the University, or Board of Regents policy. These procedures will be filed with the ~~Vice President for Academic Affairs~~ Provost and the Dean of the school. As a matter of principle, the faculty is involved in preparing faculty personnel recommendations consistent with the Faculty Handbook, and it elects representatives who participate in transmitting formal recommendations.
- 2. Departmental Chairs:** The chair has a leadership function and is accountable both to the department and to the Dean for the performance of this function. The chair serves at the pleasure of the President and ~~Vice President for Academic Affairs~~ Provost upon the recommendation of the Dean. Retention or non-retention of a chair is recommended by the Dean after completion of the comprehensive evaluation process under Section 2.3.4.1.5. Chairs represent their department in relations with other departments, with the deans, and with other administrative officers of the University. The chair is expected to encourage and facilitate the work, quality, and professional development of the department. It is the responsibility of the chair to take the initiative in reporting the needs of the department to the Dean. This includes obtaining merited recognition of faculty members with respect to promotions, salary increases, and support for career development. Other leadership functions include implementing the Affirmative Action Plan; strategic planning; conducting program reviews; and making reappointment, promotion, and tenure recommendations.

- 3. Specific Responsibilities of the Chair:** The chair provides leadership in all matters of policy as determined by the faculty, Dean, and ~~Vice President for Academic Affairs~~ Provost. The chair determines procedures for carrying on the work of the department. Such functions shall include (but not be limited to): determining time and frequency of faculty meetings (at least monthly); establishing procedures for expenditures from departmental budget; with advice and consultation from the faculty, determining teaching assignments and class schedules for the department; preparing annual faculty evaluations and making recommendations to the Dean concerning budget requests/allocations for increases in salaries for faculty, faculty awards, and hiring of new faculty; reappointment; tenure; promotion; annual reviews of the progress of tenure-track faculty in their efforts to obtain tenure; and post-tenure reviews of tenured faculty members. The chair shall foster the welfare of the entire department faculty and staff and encourage, facilitate, and mentor their work and professional development.
- 4. Expectations of the Chair:** In addition to the administrative responsibilities described above, the chair is expected to be involved in teaching and scholarly activity. ~~The extent of involvement in teaching and scholarly activity shall be determined by the Dean in consultation with the chair, department faculty members and the Vice President for Academic Affairs.~~ Department chairs shall have an established evaluation weight of 50% in Category 4, a minimum weight of 25% in Category I, and the remaining percentage distributed among the other two Categories.
- 5. Evaluation of the Chair:** Chairs will be evaluated annually by their respective Dean and departmental faculty. The Dean shall prepare an annual evaluation of the chair's teaching, research and creative/scholarly activity; and professional and University service and public outreach (other than departmental administration) using the standard process and forms for faculty evaluations. For evaluating the administrative effectiveness of the chair, the Dean shall solicit formal input from the entire faculty and staff of the department. These evaluations, together with the Dean's evaluation of the chair's performance, will be discussed with the chair ~~and will be used by the Dean as the basis for determining any increase of the chair's salary after April 15 or after all faculty members in the department have been evaluated.~~
- 6. Selection of Chairs/Directors:**

 - a.** Prior to initiating search and nomination procedures for a department chair, the faculty of the department should meet with the Dean of the school to discuss the needs and expectations of the department as they relate to the appointment of a new chair, the role of the chair, and the type of search (i.e., internal, regional, or national) that most likely will assure that an appropriate candidate is recommended and to discuss any budgetary considerations related to the search and appointment of a new chair.
 - b.** If the Dean does not concur with the department faculty's recommendation, the Dean will meet with the department faculty to discuss reasons for disagreement. The Dean's final recommendation and the faculty's recommendations will be submitted to the ~~Vice~~

~~President for Academic Affairs~~ Provost for approval and must be consistent with the University's Affirmative Action policies.

- c.** For regional and national searches, a search committee will be formed consisting of elected departmental faculty members appointed by the Dean, one or two students reflecting undergraduate majors, and graduate students to the extent appropriate.

SECTION 3

APPOINTMENT OF ADMINISTRATIVE OFFICERS

3.1 ADMINISTRATIVE SEARCH COMMITTEES

The selection of the President and other administrators is the responsibility of the Board of Regents, and any process leading to that selection is the prerogative of the particular Board in office at the time the selection process is to be initiated. It is suggested that administrative search committees make nominations and recommendations concerning candidates and that the President, if applicable, and the Board of Regents be guided by them in most instances, but it is understood that the President and the Board of Regents shall not be bound by nor limited to nominations and recommendations of administrative search committees.

Both the letter and spirit of all applicable state and federal laws shall be followed in the recruitment and appointment of administrative personnel.

3.1.1 President of the University

In all instances where a vacancy exists in the Office of the President, the vacancy shall be made known by the use of news media and other means to accomplish a wide circulation of the fact. Any person who wishes to apply for a vacant position will be given an opportunity to do so equal to that of any other applicant, subject to appropriate reasonable deadlines. Procedures utilized to screen and select will not discriminate on the basis of race, color, religion, national origin, gender, disability, political beliefs, or status as a veteran.

The presidential search committees shall have representation by faculty, student(s), and staff. The Board of Regents appoints these members from nominees selected by the University Regular Faculty, and the Student Government Association. Staff nominees will be selected by the President. Faculty members shall constitute a majority of search committee members chosen from the faculty, staff, and students.

There shall be twice as many nominees as there are positions. The Board of Regents may designate other members as deemed appropriate.

3.1.2 Other Major Administrative Personnel

The President shall secure appropriate counsel from the Board of Regents before accepting applications or initiating the search process for filling any vacancy in a major administrative position. Major administrative positions shall include ~~Vice President for Academic Affairs~~ Provost, Vice President, Dean, or equivalent administrator of a major administrative unit. Minimally, the consultation shall include a job description, required qualifications, and salary range. The search, screening, and selection process for major administrative personnel shall include securing appropriate counsel from faculty or students, or both, depending upon the nature of the duties to be performed. The term "appropriate counsel" normally will involve obtaining input from (1) faculty or students, (2) a special or permanent committee of the faculty of the administrative unit involved, and/or (3) duly-elected committees, boards, or councils at the school, departmental, or administrative unit level.

- a. **Vice Presidents:** The committee shall have faculty, student, and staff representation. The President shall appoint these members from nominees selected by the official faculty and student governance organizations. Staff nominees will be selected by the President in consultation with the Vice Presidents. There shall be twice as many

nominees as there are positions. The President may designate other members as deemed appropriate.

- b. Deans:** The search committee for the Deans shall have faculty, student, and staff representation. The President shall appoint these members from nominees selected by the official faculty and student governance organizations. Staff nominees will be selected by the President in consultation with the ~~Vice President for Academic Affairs~~ Provost. Upon requesting nominations by faculty members, the President shall designate the number of positions to be filled from (1) the general faculty of the particular school or unit involved and (2) the University faculty at large. There shall be at least one position filled from the University faculty at large from nominations made by the official faculty governance organization. In all cases, there shall be twice as many nominees as there are positions. The President shall make all appointments.

3.2 RETENTION OR REAPPOINTMENT OF ADMINISTRATORS

The continuation of administrators in their positions is a result of demonstrated satisfactory performance. The concept of tenure in an administrative position is not applicable. Each administrator's performance shall be continually evaluated, and administrators serve at the pleasure of the President. Administrators other than the President shall be evaluated by the responsible administrative supervisor in accord with evaluation procedures developed for the University. In instances where the performance of an administrator is determined to be unsatisfactory, the future performance of such an administrator must be carefully monitored by his or her supervisor. Continuing failure to improve by an administrator whose present or past performance is unsatisfactory may result in reassignment to other duties or termination from the administrative position.

Performance of the President will be evaluated only by the Board of Regents.

SECTION 4

FACULTY POLICIES

APPLICATION OF REVISED STANDARDS

The contents of this Faculty Handbook take effect when approved by the Board of Regents. The ~~Vice President for Academic Affairs~~ Provost shall have discretion in approving any special individual plans for assisting faculty who need time to obtain additional academic credentials necessary to meet any new requirements resulting from approval of this revision. Such individual plans will require completion of specific academic goals according to definite time standards. Rank and tenure achieved under the provisions of any previous edition of this Handbook will be honored.

Several sections of this Handbook refer to academic departments, department chairs, and/or departmentally-conducted procedures. If an academic school has no departments, procedures and activities assigned to departments in the various sections of this Handbook shall be accomplished by the academic school or an appropriate component thereof. In the event that disagreement arises within the school with regard to the appropriateness of the component of a school to which a responsibility is assigned, a recommendation will be developed by the Dean with appropriate faculty counsel and submitted to the ~~Vice President for Academic Affairs~~ Provost for approval. If an academic school has no department chairs or if the position of department chair is vacant, the duties of the chair will be performed by the Dean or the person designated by the Dean and approved by the ~~Vice President for Academic Affairs~~ Provost. The ~~Vice President for Academic Affairs~~ Provost will officially inform the faculty when a designee has been approved and provide a clear statement based on the Dean's recommendation of the duties of the designee. In such cases, all recommendations and procedures ordinarily initiated at the level of department chair will be initiated at the level of Dean, or the Dean's designee, as appropriate.

4.1 FACULTY MEMBERSHIP AND APPOINTMENTS

It is the policy of the University to recognize and implement the functions assigned to it by the Oklahoma State Regents for Higher Education. These functions are teaching, research and creative/scholarly activity; and professional and University service and; public outreach. The responsibility for carrying out this policy is shared by the Board of Regents, administrative officers, and the regular faculty.

4.1.1 Membership

The faculty is composed of two groups, the Regular Faculty and the Supplemental Faculty. In most cases, these faculty members have an instructional or research relationship to the University, either direct or supervisory. Faculty may be permanent or temporary, full-time or part-time.

Faculty status for categories of persons other than those who teach a course for University credit may be granted in accordance with standard procedures approved by the ~~Vice President for Academic Affairs~~ Provost after consultation with the Faculty Senate. Professional librarians are deemed to have faculty status, as are persons assigned by the United States Army as faculty members in the Department of Military Science. Other positions which shall be considered for faculty designation shall include, but are not limited to, positions in which the primary responsibility is providing educational assistance directly to students for the purpose of enhancing student academic development and positions in which the primary responsibility is basic or applied academic research.



4.1.2 Regular Faculty

The Regular Faculty includes members of the faculty who are full-time employees of the University and who hold the rank of Professor, Associate Professor, Assistant Professor, or Instructor. Regular faculty may hold one of the following appointments: (1) tenured; (2) tenure track; (3) non-tenure track.

1. **Tenured.** A tenured appointment is reserved for those Regular Faculty members who have been granted tenure by the Board of Regents. Tenured faculty members are on continuous appointment and, therefore, are not notified of their appointment status for the following year unless their appointment changes. The procedures for dismissal and suspension of tenured faculty are covered later in this section. Tenured faculty members appointed to administrative positions retain the tenure and rank that they held as Regular Faculty members. An administrator may not acquire tenure by virtue of an appointment to an administrative position unless specifically granted by the Board of Regents, but may attain and hold tenure as a member of the Regular Faculty.
2. **Tenure Track.** Tenure track appointments are for one academic year beginning mid-August and ending mid-May. The appointments are renewable annually at the option of the University. A person on tenure track will be given written notification of non-reappointment by March 1 by the ~~Vice President for Academic Affairs~~ Provost.
3. **Non-Tenure Track.** A non-tenure track appointment is one in which the faculty member is appointed to the Regular Faculty but is not eligible to receive tenure. Faculty members below the rank of Assistant Professor have non-tenure track appointments (Instructor is a non-tenure track appointment). Non-tenure track appointments are for one academic year beginning mid-August and ending mid-May. Faculty with this appointment will be given written notification of non-reappointment by March 1 by the ~~Vice President for Academic Affairs~~ Provost.

4.1.3 Supplemental Faculty

The Supplemental Faculty consists of:

1. **Adjunct Faculty.** Adjunct faculty members hold part-time appointments that may be by semester or by academic year. The rank of such faculty may be Adjunct Instructor or Lecturer. Adjunct faculty will be limited to teaching no more than nine hours per semester or session.
2. **Temporary.** A temporary faculty member is appointed for a period of one academic year or less. Upon termination of the temporary appointment, the position, if continued may, at the recommendation of the Dean and with the approval of the Provost, be reopened and advertised or staffed by the previous serving faculty member with high performance ratings without readvertising. Any new temporary position will be opened and advertised. Temporary faculty may be appointed at any rank.
3. **Visiting Faculty.** Visiting faculty are employed by the University to teach or perform research for a limited time and are typically on leave of absence from another institution of higher education or professional practice. Visiting faculty may be appointed at any rank.



4. **Volunteer Faculty.** A person who has special talents or expertise and whose time and services are donated may be appointed to the University as volunteer faculty. Volunteer faculty who meet the education qualifications may hold the temporary academic rank of Honorary Instructor, Honorary Assistant Professor, Honorary Associate Professor, or Honorary Professor.
5. **Clinical Supervisors.** Clinical supervisors are members of the Supplemental Faculty but are not employees of the University. They are practitioners who are assigned regular and continuing responsibilities in the clinical setting.

4.1.4 Initial Appointments to the Regular Faculty

Initial appointments to the Regular Faculty are initiated by the ~~Vice President for Academic Affairs~~ Provost and formally made by the Board of Regents. Consideration for appointment by the Board of Regents is given upon recommendation by the President. The terms and conditions of every appointment or reappointment shall be stated in writing and be in possession of both the University and faculty member before the appointment is consummated.

4.1.5 Appointments to the Supplemental Faculty

The President or his/her designee makes appointments to the Supplemental Faculty as required to meet the University's needs. Appointments to the Supplemental Faculty do not require Board of Regents' approval. These appointments are limited to specific duties and specific periods of time. Supplemental Faculty are not entitled to notification of non-reappointment.

4.1.6 Appointments to the Summer Faculty

An appointment to the Summer Faculty is limited to the specific summer for which the appointment is made. The President or his/her designee makes appointments for the summer session, and these appointments do not require Board of Regents' approval.

4.1.7 Full- and Part-Time Faculty Appointments

1. **Full-Time Appointments.** Full-time faculty members who teach courses for university credit have instructional and non-instructional duties as assigned by the University. Instructional duties include, but are not limited to, the teaching of assigned classes, evaluating the students in the classes, and meeting with those students who require assistance in their classes. Non-instructional duties include, but are not limited to, conducting research and creative/scholarly activity, recruiting students, retaining students, advising students, serving on committees, sponsoring organizations, continuing certification, and participating in professional organizations. A full-time faculty member should generally carry an instructional load of twelve hours per regular semester. Other full-time faculty include professional librarians who have equivalent non-instructional duties and comparable instructional duties in providing effective librarianship.
2. **Joint Appointments.** Appointments between two or more academic units or colleges or universities are encouraged when they are of mutual benefit. However, they must not total more than 1.0 FTE and must be approved by the appropriate administrative officials of all units involved; one academic unit and college shall

have primary responsibility for promotion and tenure consideration. Faculty cannot receive remuneration from two sources when it will result in an assignment greater than 1.0 FTE.

3. **Adjunct Appointments.** Adjunct appointments are part-time temporary appointments made for one semester or summer session only and involve instructional duties for certain course sections only. Compensation is determined at the University level. Adjunct faculty will be limited to nine hours per semester or session.

4.2 PRINCIPAL ACADEMIC RANKS AND TITLES OF THE UNIVERSITY

4.2.1 Academic Rank and Assignment of Rank

The principal academic ranks of the University shall be Professor, Associate Professor, Assistant Professor, and Instructor. (See Appendix B – Criteria for Promotion for length of service and degree requirements.)

The determination of professional training and/or experience necessary to meet the criteria for assignment of rank will be the responsibility of the appropriate academic officer on campus, who will consult with peers or supervisors of those who are being considered for changes in rank.

Minimum qualifications for these ranks shall be as follows:

1. ~~Professor:~~

- ~~• An earned doctorate or terminal degree relevant to the teaching field awarded by a regionally accredited or internationally recognized institution. (Appendix A)~~
- ~~• Ten years of higher education teaching experience in full-time appointment(s) at the University or other regionally accredited or internationally recognized institutions.~~
- ~~• Four years of experience at the Associate Professor rank.~~
- ~~• Commendable or outstanding achievement of all of the categories: effective classroom teaching or librarianship, research and creative/scholarly activity; and professional and University service and public outreach, and in selected instances, performance of non-teaching or administrative duties.~~

2. ~~Associate Professor:~~

- ~~• An earned doctorate or terminal degree relevant to the teaching field awarded by a regionally accredited or internationally recognized institution.~~
- ~~• Five years of higher education teaching experience in full-time appointment(s) at the University or other regionally accredited or internationally recognized institutions.~~
- ~~• Four years of experience at the Assistant Professor rank.~~



- ~~Demonstrated record of effective classroom teaching or librarianship, research and creative/scholarly activity; and professional and University service and public outreach, and, in appropriate instances, successful performance of non-teaching or administrative duties.~~
- ~~Noteworthy achievement in classroom teaching and in at least one other criterion: research and creative/scholarly activity; and professional and University service and public outreach, or in appropriate instances, performance of non-teaching or administrative duties.~~

~~3. Assistant Professor:~~

- ~~An earned doctorate or terminal degree relevant to the teaching field awarded by a nationally accredited or internationally recognized institution.~~
- ~~Academic credentials which indicate the potential for effective classroom teaching, research and creative/scholarly activity; and professional and University service and public outreach, and, in appropriate instances, successful performance of non-teaching or administrative duties.~~

~~4. Instructor:~~

~~For appointment to the rank of Instructor an an earned master's degree relevant to the teaching field awarded by a regionally accredited or internationally recognized institution is required. A baccalaureate degree is sufficient for faculty teaching only in selected fields in Associate in Applied Science degree programs or teaching only remedial courses.~~

4.2.2 Honorary Titles

Faculty members with distinguished service may receive additional recognition:

- 1. Distinguished Professor.** A University faculty member who has held the rank of Professor for a minimum of ten years may be considered for the rank of Distinguished Professor. This award should be given on the rare occasions when superior performance and contributions to the discipline and University should be recognized.

The University will provide published criteria for determining whether a candidate has contributed in an exemplary manner in the major faculty responsibilities of teaching or librarianship, research and creative/scholarly activities; and professional and University service and public outreach, and non-teaching or academic duties, if applicable. Departmental personnel committees may nominate candidates who they feel meet those criteria. A portfolio supporting the nomination should be prepared by the candidate. Substantial evidence should be included in the portfolio of exceptional instructional performance, nationally and potentially internationally established recognition of research and creative/scholarly activities, research and creative/scholarly activities; and professional and University service and public outreach, and non-teaching or administrative duties, if applicable. Upon the recommendation of the department personnel committee, the department chair shall review the nomination and recommend or not recommend the candidate to the Dean. If the department chair does not recommend the candidate, he/she will prepare a written explanation for the department personnel committee and the



candidate. Upon receipt of the department chair's recommendation, the Dean will review the nomination and forward to the ~~Vice President for Academic Affairs~~ Provost the approval or disapproval of the candidate's nomination. If the Dean does not recommend approval, he/she will inform the department chair and the candidate of the decision in writing. The ~~Vice President for Academic Affairs~~ Provost will make a recommendation to the President for awarding or not awarding the title after reviewing the committee's recommendation and considering those recommendations with the other evidence presented. If the ~~Vice President for Academic Affairs~~ Provost does not recommend approval, he/she will inform the Dean, the department chair, and the candidate of the decision in writing.

The President will review all recommendations and the summary of the evidence and determine if the awarding of the title is appropriate. The President will forward his/her recommendation to the Board of Regents for awarding of the Distinguished Professor title. If the President does not recommend the awarding of the title, the ~~Vice President for Academic Affairs~~ Provost, Dean, Department Chair, and candidate will receive a written explanation for the decision.

Distinguished Professor appointments shall be strictly honorary and without stipend.

2. **Emeritus Appointment.** The title "emeritus" may be conferred as recognition for long and faithful service or for very distinguished service to the University. Members of the faculty with the rank of Distinguished Professor, Professor, Associate Professor, or Assistant Professor, and with ten years of distinguished service at the University shall be eligible for appointment to this rank. Such faculty may be recommended for this rank by the department chair or the Dean. The recommendation is made to the ~~Vice President for Academic Affairs~~ Provost, who makes his/her recommendation to the President. Emeritus appointments shall be strictly honorary and without stipend. However, this appointment does entitle the emeritus faculty member on the same basis as Regular Faculty members to a faculty parking sticker, a faculty ID card, admission to campus events, library privileges, fitness center privileges, and food service privileges. In addition, emeritus faculty members are allowed to use campus computer and research facilities in the continued pursuit of their scholarship interests.

4.2.3 Other Academic Titles

There are other appropriate titles for academic assignments and related University functions:

- a. **Laboratory Assistant.** This title is assigned to those persons in positions of student supervision in laboratories, internships, externships, clinics, or other such positions. Persons employed with this title must possess specific technical expertise and competence and be recommended by the appropriate department chair. Laboratory Assistants must function under the supervision of a faculty member and are appointed to perform specific functions as detailed in the notice of appointment. Appointment to this position carries no University commitment to reappointment or continuation beyond that specified in the notice of appointment, and these persons are ineligible to vote on matters involving University governance.
- b. **Graduate Teaching Assistant.** This title is assigned to a graduate student who is appointed to teach (a) specific class(es) for a specified academic



semester or session. Persons employed with this title must have completed a baccalaureate degree, have been admitted into a Cameron University graduate program ~~the School of Graduate Studies~~ with provisional or higher status, be enrolled in six or more graduate-level semester hours during each semester of employment (three semester hours for summer session), and possess other qualifications determined by the academic unit offering the position to include substantial appropriate subject matter expertise requisite to the teaching assignment. Before appointment, the academic unit offering the position shall obtain appropriate counsel regarding the student's academic record from the graduate student's advisor or ~~the Graduate Coordinator~~. Recommendations for assignment as a Graduate Teaching Assistant shall be approved by the department chair and Dean, ~~the Dean of Graduate Studies~~, and the ~~Vice President for Academic Affairs~~ Provost.

Graduate Teaching Assistants shall function under the direction of the department chair or a faculty member assigned by the department chair or the Dean to supervise the Graduate Teaching Assistant.

Appointment to the Graduate Teaching Assistant position carries no University commitment to reappointment or continuation beyond that specified in the notice of appointment, and these persons are ineligible to vote on matters involving University governance.

- c. Graduate Research Assistant.** This title is assigned to a graduate student who is appointed to assist one or more faculty members conducting academic research or other scholarly work. Persons employed with this title must have completed a baccalaureate degree, have been admitted into the School of Graduate Studies with provisional or higher status, be enrolled in six or more graduate-level semester hours during each semester of employment (three semester hours for summer term), and possess other qualifications determined by the academic unit offering the position to include substantial appropriate subject matter expertise requisite to the research.

The Graduate Research Assistant will be supervised by a faculty member designated by the Dean, Provost, appropriate Vice President, or President.

Appointment to the Graduate Research Assistant position carries no University commitment for reappointment or continuation beyond that specified in the notice of appointment, and these persons are ineligible to vote on matters involving University governance.

4.3 TYPES OF FACULTY EVALUATION

1. **Annual Academic Performance Review**
An annual academic performance review shall be submitted for each full-time regular and supplemental faculty member.

2. **Reappointment of Regular Non-Tenured Faculty**

During the probationary period, a faculty member will be provided by the chair of the academic department with an annual, written evaluation of performance based on the annual academic performance review.

~~**Annual Evaluation.** The performance of non-tenured faculty members shall be evaluated by March 1 of each year and the results of the evaluation shall be placed in the personnel file of the non-tenured faculty member. The non-tenured faculty member shall be given a copy of the evaluation.~~

3. Promotion in Rank

~~Providing that candidates possess the required educational and experience requirements, promotion in rank is based upon meeting the University and departmental standards in the following areas: 1) effective classroom teaching or librarianship (see Section 4.2.6.1), 2) research and creative/scholarly activity (see Section 4.2.6.2), 3) professional and University service and public outreach (see Section 4.2.6.3), and 4) performance of non-teaching or administrative duties, if appropriate (see Section 4.2.6.4). Minimum University standards for promotion are defined in Appendix B. The criteria for promotion shall be consistent with the faculty member's Annual Plans annual academic performance review developed, approved, and completed since the last appointment or promotion. Minimum departmental standards as described in 4.3.1 must also be met.~~

4. Academic Tenure

~~The tenure decision shall be based on a thorough evaluation of the candidate's total contributions to the mission of the University. The criteria for tenure shall be consistent with the faculty member's annual academic performance review documents developed, approved, and completed since the most recent appointment or promotion.~~

5. Post-Tenure Review

~~The criteria for Post-Tenure Review shall be consistent with the faculty member's annual academic performance review documents developed, approved, and completed since the last review. While formal evaluations of tenured faculty are required at least each fifth year, following the last promotion review, formal evaluations may occur more frequently at the request of either the faculty member or the department chair.~~

4.3.1 Faculty Evaluation Standards

1. Departmental Standards

Given the variety of disciplines, University standards for tenure and promotion are considered to be minimum standards. Each academic department, working within the framework of the University standards, must identify the departmental objectives, faculty activities, and performance standards appropriate to meet those objectives. Department standards shall include evaluation criteria for:

1. Annual Evaluation
2. Promotion
3. Academic Tenure

Departmental standards will be developed by the department's Regular Faculty in

cooperation with the department chair. Upon the recommendation of the department chair, the standards will be submitted to the Dean for review and approval. The Dean will submit the approved standards to the ~~Vice President for Academic Affairs~~ Provost for approval.

Department standards shall be written and made available to each faculty member of the department.

2. **University Standards**

a. **Effective Classroom Teaching/Librarianship**

Instructional assignments are based upon the expertise of the faculty member and the needs of the academic department. The assignments are made by the department chair in cooperation with the faculty member.

Effective classroom teaching is demonstrated through mastery of a current knowledge base in subject matter taught at an appropriate student level. Such teaching stimulates achievement and practical personal applications by students. A regular review of current literature, research, and strategies for classroom application is necessary for effective teaching. An effective teacher evidences mastery in the classroom by thoroughly integrating skills, knowledge, sensitivity, and perception with the presentation of subject matter.

Effective classroom teaching is characterized by (1) subject matter mastery, (2) curriculum development, (3) course design, (4) delivery of instruction, (5) assessment of instruction and revision as necessary, (6) availability to students, and (7) fulfillment of instructional administrative responsibilities. Some examples of instructional administrative responsibilities are grading papers, and recording grades

Means of documenting teaching effectiveness shall include but are not limited to student evaluation of instruction; peer, department chair and/or Dean evaluations; and evidence of student performance, as defined by the department.

Effective librarianship is characterized by (1) subject matter mastery, (2) delivery of reference services, (3) delivery of instruction, both group and individual, (4) collection development activities, (5) securing of materials not owned by Cameron library and needed by Cameron faculty, staff or students, (6) supervision of library staff members, (7) assessment of library services, (8) modification of library services as necessary, and (9) planning for future library needs, ~~(10) collection development activities, and (11) cataloging and classification activities.~~

b. **Research and Creative/Scholarly Activity**

Individual faculty research and creative/scholarly activities are defined by the professional interests of the faculty member. While the scope and nature of faculty research and creative/scholarly activity will vary among departments, University faculty shall be involved in scholarly activities, individually or collaboratively, which advance the state of knowledge or performance levels of their respective fields. Both the pursuit of new knowledge or techniques and the application of knowledge in creative ways are valued.

Research and creative/scholarly activity is demonstrated by the active involvement



of a faculty member in the pursuit of knowledge and/or the application of knowledge in his/her academic field or discipline. While the scope and nature of faculty research and creative/scholarly activity will vary among departments, University faculty shall be involved in research and creative/scholarly activities, individually and/or collaboratively, which advance the knowledge base and performance levels of their respective fields. Both the pursuit of knowledge or techniques and the application of knowledge or techniques in creative ways are valued. Both the quality and quantity of productivity are considered in assessing the contributions and performances.

Examples of research and creative/scholarly activity are pedagogical research; development of marketable instructional materials or creative artistic works evaluated by juries or panels; participation in professional presentations or performances; publication of articles in refereed or editor-evaluated publications; demonstration of successful grantsmanship; selected unpublished research, books, monographs, inventions, and patented or copyrighted products.

c. Professional and University Service and Public Outreach

Service occurs when a faculty member applies professional expertise beyond the classroom and research and creative/scholarly activity to advance the University and profession. This service should be correlated with the educational needs of the student body and the objectives of the University.

Professional service includes involvement in various professional organizations in a manner that accrues favorable notice to the individual and the University. Evidence of such service may consist of, but is not limited to, memberships in professional organizations appropriate to a faculty member's teaching field or area of responsibility; attendance at meetings; holding of offices; and serving on committees at local, state, regional, and national levels of said professional organizations.

University service activities may consist of, but are not limited to, academic advisement of students, sponsorship of student organizations, membership on ad hoc and standing committees, consultation to other areas of the University, participation in University or program self-study activities, and special assignments or responsible participation in activities which advance the academic programs of the University.

Student Advisement

Academic advisement is a very important service responsibility for faculty. Advisors are expected to assist students with enrollment, to counsel them about career options, to provide them information about deadlines and checkpoints, and to monitor their progress through programs. The department chair selects faculty to serve as advisors. A recommended maximum advisement load is approximately forty students.

Committees and Advisory Service

University service activities include sponsorship of student organizations, membership on ad-hoc and standing committees, consultation to other areas of the University, and participation in activities that advance the academic programs of the University.

Professional Activities

Membership in selected professional organizations appropriate to a faculty member's assignment is a basic responsibility. Involvement in professional organizations at local, state, regional, and nationwide levels consists of attending meetings, holding offices, and serving on committees.

~~Public outreach occurs when a faculty member contributes professional expertise pro bono to the activities of governmental, public schools, or other public and service agencies. The contribution may be in, but is not limited to, the following roles: consultant, program participant, member of a board or task force, or advisor.~~

Public Outreach

Service at large occurs when a faculty member contributes professional expertise pro bono to the activities of governmental, public schools, or other public and service agencies. The contribution may be in, but is not limited to, the following roles: consultant, program participant, member of a board or task force, or advisor.

d. Performance of Non-Teaching or Administrative Duties

Non-teaching or administrative duties include, but are not limited to, student advisement in the Academic Advising Center; departmental management; public relations; classroom, studio, office, or other physical facility management; personnel management; equipment and supplies management; fiscal management; and time management.

These assignments are based upon the needs of the department, the school, and the University. Such assignments will be developed cooperatively between the faculty member and department chair or appropriate administrative officer.

4.3.2 Annual Academic Performance Review

Effective teaching or librarianship; scholarly research and creative/scholarly activity; and professional and University service and public outreach; and performance of non-teaching or administrative duties are the professional responsibilities at the University. While this is primarily a teaching University, it is a basic principle of higher education that scholarly activity informs effective teaching.

At the same time, the University faculty contributes richness to the culture of the community at large through their unique skills and talents. Evaluation of faculty performance includes these four areas and provides a critical process for continuous improvement of the University and faculty.

- a. ~~The Annual Evaluation Process~~ Academic Performance Review is designed to promote and improve faculty development and performance.
- b. ~~The Annual Evaluation Process~~ Academic Performance Review should provide important information for promotion, ~~and tenure,~~ and post-tenure review decisions as well as merit salary increases.
- c. The Annual Academic Performance Review covers a year of performance except in certain instances; i.e., new faculty, faculty on leave.

- d. The Annual Academic Performance Review The Process should utilize several sources of data, and these sources shall be clearly communicated by the department.
- e. The Annual Academic Performance Review Evaluation procedures should be individualized and flexible, and take into consideration the University's nature, directions, and priorities, the administrative unit's needs, and the individual's interests consistent with Faculty Evaluation Standards (4.3.1) including University Standards and annually reviewed and approved Departmental Standards.
- f. The Annual Academic Performance Review should include only activities, contributions, and involvements directly related to the University or to the faculty member's educational field.

~~An annual academic performance review (Faculty Member Evaluation Form) shall be submitted for each full-time faculty member. A formal evaluation shall be conducted for each non-tenured member each year and for each tenured faculty member at least each fifth year.~~

~~University faculty may have responsibilities in four areas:~~

- ~~a. — Teaching;~~
- ~~b. — Research and creative/scholarly activity;~~
- ~~c. — Professional and University service and public outreach;~~
- ~~d. — Non-teaching or administrative duties.~~

~~The scope and variety of service and non-teaching or administrative assignments will depend upon the needs of the departments, the schools, and the University at large.~~

~~Faculty load assignments will be monitored each semester by the department chair and reviewed and approved by the Dean.~~

4.3.3 Annual Academic Performance Review Documents

~~In addition to the education and experience requirements for appointment to various ranks (Section 4.3.3), the Board of Regents has specified four basic categories upon which academic rank and promotion in rank are based: (1) effective classroom teaching, (2) research and creative/scholarly activity, (3) and professional and University service and public outreach, and (4) performance of non-teaching or administrative duties.~~

~~The Annual Evaluation Process of the University is designed to promote faculty development and to assess faculty performance on those prescribed criteria. Documentation for the process includes:~~

- ~~1. — Annual Evaluation Criteria (Section 4.2.6) and Departmental Standards~~
- ~~2. — Annual Plan (Departmental Form)~~
- ~~3. — Faculty Member Evaluation Form (Appendix C)~~

1. Annual Plan

The Annual Plan, composed at the beginning of the evaluation review cycle, will

identify areas for continued growth and the development of the faculty member in relation to the goals and mission of the department and the University.

2. Annual Appraisal Report

The Annual Appraisal Report shall be based on the Annual Plan maintained in the academic department. The Appraisal Report is an overview of performance covering the current evaluation cycle. It is comprised of a brief statement describing the accomplishments for each exemplar listed in the Annual Plan and a rating assigned to each criterion. An overall rating combining all categories along with a summary paragraph is also submitted. Completion of the Annual Appraisal Report is based upon a conference of the department chair and the individual faculty member during which the overall self rating by the faculty member and the chair's rating of the faculty's member's overall performance are finalized.

The written format of both the Annual Plan and the Annual Appraisal Report shall be determined by the faculty of each department. Any form those documents take shall be consistent with the Annual Academic Performance Review Faculty Evaluations Standards (Section 4.3.1), the minimum weights of each performance category (Section 4.3.4), and the Annual Academic Performance Review Rating Scale (Section 4.3.5).

Appendix C provides an optional form that departments may adopt in lieu of developing their own as part of the Annual Plan and Annual Appraisal Report documents.

4.3.4 Annual Academic Performance Review Categories and Minimum Weights

~~The Annual Evaluation Criteria (Section 4.2.6) are utilized for establishing individual Annual Plans and for guiding individual faculty member evaluations. Performance in each category is weighted by negotiation between the faculty member and the department chair within limits set by the University and the administrative unit.~~

The Annual Academic Performance Review is based on four categories of faculty responsibilities. Each category has a weighted minimum percentage set by the University according to faculty duties.

In the Annual Plan, each regular faculty member in negotiation with the department chair establishes individualized percentages for every appropriate category, to total 100%. Emphases in each category should reflect the faculty member's interests and goals, as well as those of the department and the University.

In a situation where a faculty member's assignment is significantly modified during the academic year, the weighting of performance categories may be renegotiated to reflect the modified assignments.

Departmental and University emphases define the minimum weights of each category for tenured and tenure track faculty are as follows:

| | | |
|------------|----------|-----|
| Category 1 | Teaching | 50% |
|------------|----------|-----|



| | | |
|------------|---|-----|
| Category 2 | Research and/or Creative/Scholarly Activity | 10% |
| Category 3 | Professional and University Service and Public Outreach | 10% |
| Category 4 | Performance of Non-teaching or Administrative Duties | 0% |

All faculty members are rated on negotiated criteria in Categories 1, 2, and 3, based on established limits. Those duties or assignments that result in a reduced teaching load will also be considered in Category 4.

Faculty members with non-tenure track appointments will be evaluated in Category 1 and at least one other category as determined in negotiations with the department chair. When only two categories are evaluated, the maximum percentage allowed in Category 1 is 90%.

Department chairs shall have an established weight of 50% in Category 4, a minimum weight of 25% in Category 1, and the remaining percentage to total 100%, from at least one additional category as determined in negotiation with the Dean.

The rating on overall performance is a composite of the ratings in the categories.

~~Administrative units may also set limits for each category within the University's parameters.~~

~~Completion of the Faculty Member Evaluation Form is based upon a conference of the department chair and the individual faculty member during which the relevant criteria for each category are rated. Not all criteria for each category apply to every faculty member. Relevancy of individual criteria is negotiated by the department chair and the individual faculty member.~~

~~Commentary is provided in the space provided on the Faculty Member Evaluation Form as indicated. The Faculty Member Evaluation Form is signed by both the department chair and the individual faculty member. The faculty member's signature denotes that the evaluation has been conducted according to approved procedures. It does not necessarily mean agreement with the ratings.~~

~~A completed Faculty Member Evaluation Form for each full-time faculty member is submitted by the department chair to the respective Dean of the school for review.~~

~~The Dean reviews the evaluation, provides comments, and signs the form. The Dean keeps a copy in the Dean's office and sends a copy to the department chair and to the faculty member.~~

4.3.5 Annual Academic Performance Review Categories and Rating Scale

- ~~1. Each faculty member will be evaluated on all Category 1 criteria and on criteria from other categories as determined in negotiation with the department chair. The Annual Plan, composed at the beginning of the evaluation cycle, will identify areas for continued growth and the development of the faculty member in relation to the goals and mission of the department and the University.~~
- ~~2. The department chair assumes that the faculty member is functioning at a level of "satisfactory" unless there is evidence to the contrary. For a rating lower than satisfactory, the chair has the responsibility of presenting evidence; for a rating higher than satisfactory, the faculty member has the responsibility of presenting~~

evidence. An overall performance rating of the categories is determined by the relationship among the weighted percentages and the composite ratings from each category.

- ~~3. Annual evaluation criteria are generally stated in minimum terms. Ratings on criteria vary according to the fruitfulness of efforts.~~

Category 1: Effective Classroom Teaching or Librarianship

All regular faculty members shall be rated in Category 1. All seven goals, defined in section 4.3.1.2.a, shall be addressed in the faculty member's Annual Plan. In the Annual Appraisal Report, each goal will be rated independently by the faculty member and department chair according to University and departmental standards. Ratings for each goal shall be combined to produce an overall self rating in the category. The overall rating must be substantiated by multiple sources of evidence. For example, results from student evaluations, peer-evaluations, evidence of student proficiency, and other relevant sources of evidence should be cited to support the overall rating.

Category 1 should be evaluated primarily within the university. Thus, qualitative and quantitative departmental and university standards should be used in determining ratings. While some statewide recognition or recognition beyond the state is possible in this category, such recognition is not expected or necessary to achieve very good (4) or outstanding (5) ratings.

Category 2: Research and / or Creative/Scholarly Activity

All tenured and tenure track faculty shall be evaluated in Category 2. The applicability of this category for regular non-tenure track faculty members will be determined by the department chair in negotiation with the faculty member. All goals to be evaluated shall be listed in the faculty member's Annual Plan. In the Annual Appraisal Report each goal will be rated independently by the faculty member and department chair according to University and departmental standards. Ratings for each goal shall be combined to produce an overall self rating in the category. Evidence appropriate for each goal listed on the Annual Plan should be cited.

Statewide recognition is required in Category 2 for a rating of very good (4). Recognition beyond the state is required for an outstanding rating (5).

Category 3: Professional and University Service and Public Outreach

All tenured and tenure track faculty shall be evaluated in Category 3. The applicability of this category for regular non-tenure track faculty members will be determined by the department chair in negotiation with the faculty member. All goals to be evaluated shall be listed in the faculty member's Annual Plan. In the Annual Report, each goal will be rated independently by the faculty member and department chair according to University and departmental standards. Ratings for each goal shall be combined to produce an overall self rating in the category. Evidence appropriate for each goal listed on the Annual Plan should be cited.

Category 3 should be evaluated primarily within the University. Thus, qualitative and quantitative departmental and university standards should be used in determining ratings. While some statewide recognition or recognition beyond the state is possible in this category, such recognition is not expected or necessary to achieve very good (4) or outstanding (5) ratings. However, the Professional Service component of Category 3 offers

more opportunities for statewide recognition or recognition beyond the state and should be rated accordingly.

4.——The ratings on the evaluation scale are as follows:

- 5 OUTSTANDING:** Performance is among the best of colleagues in similar appointments in similar institutions in the respective field nationwide. On applicable criteria, faculty member has recognition beyond the state.
- 4 VERY GOOD:** Performance is among the best of colleagues in similar appointments in similar institutions in the respective field statewide. On applicable criteria, faculty member has statewide recognition.
- 3 SATISFACTORY:** Performance is productive, effective, and consistent with the achievement of the emphases, objectives, and interests of the University, the ~~administrative unit~~ department, and/or the individual.
- 2 MARGINAL:** Performance is less than adequate for achieving the emphases, objectives, and interests of the University, the ~~administrative unit~~ department, and/or the individual.
- 1 UNSATISFACTORY:** Performance fails to contribute to the achievement of the emphases, objectives, and interests of the University, the ~~administrative unit~~ department, and/or the individual.

~~Teaching effectiveness and contributions to the University are characteristics that should be evaluated primarily within the University. While some statewide recognition or recognition beyond the state is possible for these categories, such recognition is not expected or necessary to achieve very good or outstanding ratings. The opportunities for statewide recognition or beyond are rare for teaching effectiveness or contributions to the University. However, there are more opportunities for recognition for contributions to the profession. Research and creative/scholarly activity, on the other hand, is clearly an area where statewide recognition or recognition beyond the state is required for commendable or outstanding ratings. Thus, some interpretation is required when statewide recognition or recognition beyond the state is applied.~~

- ~~1.——The Faculty Member Evaluation Form covers a year of performance except in certain instances; i.e., new faculty, faculty on leave.~~
- ~~2.——Only activities, contributions, and involvements directly related to the University or to the faculty member's educational field are considered in the evaluation.~~
- ~~3.——While formal evaluations of tenured faculty are required at least each fifth year, formal evaluations may occur more frequently at the request of either the faculty member or the department chair. In years when a complete evaluation is not done, a continuation memorandum will be submitted by the department chair.~~

4.3.6 Annual Academic Performance Review Procedures and Timeline: For Regular Faculty

1. **By September 1**, the faculty member and the department chair meet and ~~review~~ discuss the previous year's annual evaluation. The faculty member shall revise and update his/her Annual Plan for the current year and the Annual Performance Review from the previous year.
2. **By September 15**, the faculty member shall revise and update the Annual Plan for the current year to include any activities completed since the last evaluation and any continuing projects. The faculty forwards the revised plan to the department chair. The
- ~~2.~~ **By September 15**, the department chair shall send the previous year's ~~Faculty Member Evaluation Form~~ Annual Academic Performance Review, a draft of the current year's Annual Plan, and other documentation (if applicable) to the Dean.
3. **By October 15**, having received written input from the Dean, the faculty member and the department chair shall meet to revise and complete the current year's Annual Plan.
4. **By March 1**, the faculty member shall submit to the department chair a self-evaluation of the previous year's accomplishments and a self-rating of each criterion, in addition to an overall self-rating of performance.
 - a. The faculty member shall complete the Annual Appraisal Report.
 - b. Before the March conference with the department chair, the faculty member shall conduct a self-evaluation of the year's accomplishments and succinctly describe progress for each goal listed in the Annual Plan. A brief statement indicating whether the goal was fully accomplished, partially accomplished, or not addressed is appropriate.
 - c. As the faculty member formulates an overall self-rating in Category 1, he/she shall rate each of the seven required criteria/goals listed in 4.3.2.1.a, Effective Classroom teaching or Librarianship. Ratings for each criterion/goal shall be combined to give an overall self rating. The overall rating must be substantiated by multiple sources of evidence. For example, results from student evaluations, peer-evaluations, evidence of student proficiency, and other relevant sources of evidence should be cited to support the overall rating.
 - d. In Category 2 research and / or creative/scholarly activity, evidence appropriate for each goal listed on the Annual Plan should be cited. Overall ratings should reflect both University and departmental evaluation criteria.
 - e. In Category 3, professional and University service and public outreach, evidence appropriate for each goal listed on the Annual Plan should be cited. Overall ratings should reflect both University and departmental evaluation criteria.

f. The faculty member shall write a summary paragraph that combines each applicable category to give an overall cumulative rating for performance. Numerical ratings for each goal and overall ratings for each applicable evaluation category, as well as the cumulative overall rating shall be indicated within, or as an attachment to the report.

g. When the self-evaluation is complete, the faculty member shall forward all Annual Academic Performance Review documents to the department chair.

5. By March 15, the department chair shall ~~meet~~ schedule a conference with the faculty member to discuss the chair's appraisal of the faculty member's performance for that evaluation cycle. Before the conference, the department chair shall review the faculty member's Annual Academic Performance Review Documents including the Annual Plan, and Annual Appraisal Report, along with any supporting materials. The chair shall make his/her own evaluation of the faculty member and mark the rating on the Annual Appraisal Report document. During the conference, the chair shall present the completed Appraisal to the faculty member. The document is signed by both the department chair and the individual faculty member. The faculty member's signature denotes that the evaluation has been conducted according to approved procedures. It does not necessarily mean agreement with the ratings. The chair shall also send a copy of the completed ~~Appraisal Faculty Member Evaluation Form~~ completed by the faculty member and chair along with the Annual Plan and other documentation (if any) to the Dean. A copy of the completed ~~Faculty Member Evaluation Form~~ shall be provided to the faculty member. If the faculty member disagrees with the chair's appraisal, he/she shall have ten working days to forward a rebuttal to the Dean.

~~2. The annual evaluation shall be based on the Annual Plan maintained in the academic department.~~

~~a) Before the March conference with the department chair, the faculty member shall conduct a self-evaluation of the previous year's accomplishments and succinctly describe progress for each exemplar listed in the preceding year's Annual Plan. A brief statement indicating whether the exemplar was fully accomplished, partially accomplished, or not addressed is appropriate.~~

~~b) As the faculty member formulates an overall self-rating in the area of teaching, he/she shall analyze progress on several exemplars and accurately combine these to give an overall rating. Overall self-evaluation with only one exemplar is not acceptable. Citing marks from a student evaluation, for example, is not adequate evidence for a rating in the area of teaching. The results from the student evaluations represent only one dimension of teaching effectiveness. Multiple methods need to be used to formulate an overall self-rating. For example, results from peer evaluations, student evaluations, evidence of student proficiency, and other exemplars should be combined to support the rating for teaching effectiveness.~~

~~c) In the areas of scholarly/professional activities and service, evidence from several exemplars needs to be combined to formulate the rating in each area unless an exception is made in negotiation with the chair.~~

~~d) The faculty member shall write a summary paragraph that combines various activities to give an overall rating for performance. The faculty member shall~~



also mark the Faculty Member Evaluation Form to show his/her self-evaluation.

- ~~3. The faculty member shall provide the department chair with copies of each of the basic documents.~~
- ~~4. When the self-evaluation is complete, the department chair and the faculty member shall schedule a conference.~~
- ~~5. Before the conference, the department chair shall review the faculty member's self-evaluation and make his/her own evaluation of the faculty member and mark it on the evaluation form. During the conference, the chair shall present a completed form to the faculty member. Documentation is required for ratings above or below proficient and should be attached to the evaluation forwarded to the Dean.~~
6. **By April 15**, the Dean shall write brief comments about the completed Annual Academic Performance Review evaluation and plan, returning a copy to the department chair and to the faculty member.

4.3.7 Non-Reappointment

The Board of Regents delegates to the President the authority to reappoint or not to reappoint non-tenured faculty members. The ~~Vice President for Academic Affairs~~ Provost will notify the faculty member not later than March 1 prior to termination of the current appointment. Notification of non-reappointment will be made by certified mail with return receipt requested. Decision not to reappoint may be without specific cause. Reappointment or non-reappointment by the University is subject to approval by the Board of Regents.

4.4 PROMOTION IN RANK

- a. The interests of the University will best be served through a spirit of cooperation and a sense of mutual confidence among the faculty, the department chairs, the academic deans, the ~~Vice President for Academic Affairs~~ Provost, and the President. The procedure for recommending promotion in rank is designed to systematize as well as to encourage such cooperation and mutual confidence.
- b. The University continually seeks to build and improve its academic stature. A major mechanism for strengthening the University academically is a sound and consistent promotion policy that demands and rewards faculty academic development.
- c. Academic rank or promotion in academic rank is granted by the Board of Regents upon recommendation of the President. Determination of merit and recommendation for granting promotion in rank shall be in accordance with departmental standards, ~~and~~ the promotion policies and procedures of the University, and the professional judgment of the individuals involved in the evaluation process. ~~as well as the minimum criteria, policies, and procedures contained in this policy.~~
- d. Faculty must meet the standards regarding academic credentials, length of service, and Category 1, Effective Classroom Teaching or Librarianship, to be eligible for promotion. Evaluation of the faculty member's performance in the other categories shall be based upon individualized criteria negotiated in the faculty member's Annual Plans approved by the department chair and the Dean. (see Appendix B)

- ~~2. The determination of professional training and/or experience necessary to meet the criteria for assignment of rank will be the responsibility of the appropriate academic officer on campus, who will consult with peers or supervisors of those who are being considered for changes in rank.~~
- ~~3. An Instructor, upon completion of all degree requirements for the terminal degree and presentation of official documentation from the granting institution to the Vice President for Academic Affairs Provost and having met the criteria for Assistant Professor, may apply for promotion to the rank of Assistant Professor.~~
- ~~4. For the ranks of Associate Professor and Professor, an applicant must have completed the number of years specified for higher education teaching experience and the number of years of experience at a given rank.~~
- ~~5. A faculty member must complete at least two years of employment at the University before applying for promotion to the rank of Associate Professor or Professor.~~
- ~~6. Any exception to this policy on promotion in rank is subject to approval by the President and then the Board of Regents.~~

4.4.1 Promotion Procedures and Timeline

The following steps outline the procedures in the promotion process. A Portfolio Transmittal Form to certify the receipt dates and transmittal dates at each step of the promotion process must accompany the request.

It is the responsibility of the individual faculty member to monitor the flow of materials through the process. At each stage of the promotion process, previous recommendations and any rebuttals should be forwarded with other documents. At any step in the process, the faculty member may withdraw a request for promotion in rank.

Step 1 – ~~By November 1~~ October 15, the faculty member files a written request with the department chair. It is the responsibility of the individual faculty member to initiate the request for a promotion in rank and to prepare the portfolio of materials. The request must be accompanied by a portfolio exhibiting documentation of effective teaching or librarianship, research and creative/scholarly activity; and professional and University service and public outreach; and performance of non-teaching or administrative duties, if appropriate. The portfolio must include the annual evaluation documents. The department chair will advise the faculty member in preparation of this request.

Step 2 – ~~By November 1~~, a Personnel Committee shall be formed. The department chair shall call a meeting of the Personnel Committee to initiate discussion of the request and submit the portfolio of materials to the Committee.

The Personnel Committee shall be composed of five tenured faculty members of the department of equivalent or higher rank to the rank sought by the faculty member undergoing review unless another arrangement has been approved in writing by the Dean and the Provost. In the case that a department has more than five eligible tenured members of equivalent or higher rank, members of the Personnel Committee will be selected by the Dean in consultation with the faculty member and the eligible tenured members of the department of equivalent or higher rank. In the case that a department has fewer than five tenured members of equivalent or higher rank, additional members will be

selected by the Dean in consultation with the faculty member and the eligible tenured members of the department of equivalent or higher rank. In the case of a joint appointment, the second department will be given an opportunity to provide input. In other exceptional cases, as determined by the Provost, a senior faculty member outside the department but within the School shall be added to the Personnel Committee, such member being chosen by the faculty member under review from a list of three candidates selected by the Provost.

Step 3 – By November 15, after each member of the Personnel Committee critiques the portfolio and each performance criterion, the faculty member's performance shall be reviewed, discussed, and evaluated by the Personnel Committee. In the course of the review the faculty member shall have the opportunity to meet with the Personnel Committee. After completion of the review, the Personnel Committee shall then send the portfolio and the Committee's written decision to recommend or not recommend promotion to the department chair.

~~**Step 2 4 – By December 1**, the department personnel committee completes a review of the portfolio, meets with the faculty member, and provides the department chair with a written recommendation on promotion. The department chair reviews the portfolio, evaluates each performance criterion, and considers the recommendation of the department personnel committee to decide to recommend approval or disapproval of the request. In either instance, the department chair notifies the faculty member of the action, providing reasons in writing for the decision, and forwards the request with an evaluation and a statement recommending approval or disapproval to the Dean. If the chair recommends disapproval of the request, the faculty member shall have ten working days to forward to the Dean a rebuttal of the chair's recommendation.~~

~~**Step 3 5 – By January 15**, the Dean reviews the portfolio, evaluates each performance criterion, and decides to recommend approval or disapproval of the request. In either instance, the Dean notifies the department chair and the faculty member of the action, providing reasons in writing for the decision, and forwards the request with an evaluation and a statement recommending approval or disapproval to the Vice President for Academic Affairs-Provost. If the Dean recommends disapproval of the request, the faculty member will have ten working days to forward to the Vice President for Academic Affairs a rebuttal of the Dean's recommendation.~~

~~**Step 4 6 – By February 15**, the Vice President for Academic Affairs-Provost reviews the portfolio, evaluates each performance criterion, and decides to recommend approval or disapproval of the request. In either instance, the Vice President for Academic Affairs notifies the Dean, the department chair, and the faculty member of the action, providing reasons in writing for the decision. If the Vice President for Academic Affairs recommends approval of the request, the evaluation and a statement of approval are forwarded to the President. The Provost will then forward a recommendation concerning the request and all documentation to the President. The Provost will also provide reasons in writing for the decision to the Dean, the department chair, the Personnel Committee, and the faculty member.~~

~~**Step 5 7 – By March 15**, upon receiving all recommendations a recommendation for approval from the Vice President for Academic Affairs-Provost, the President decides either to approve or disapprove the request. If approved, the recommendation is forwarded to the Board of Regents, normally at the May meeting. The President informs the Vice President for Academic Affairs-Provost of the decision. In turn, the Vice President for Academic Affairs-Provost notifies the Dean, the department chair, the personnel committee, and the faculty member in writing. A decision by the President to disapprove a request for~~

promotion should be accompanied by reasons in writing.

4.4.2—Exceptions

~~Exceptions to criteria for promotion in rank may be recommended by the President.~~

4.5 ACADEMIC TENURE

- a) Tenure is a privilege and a distinctive honor. Tenure is defined as continuous reappointment which may be granted to a faculty member in a tenure-track position, subject to the terms and conditions of appointment.
- b) The tenure decision shall be based on a thorough evaluation of the candidate's total contribution to the mission of the University. While specific responsibilities of faculty members may vary because of special assignments or because of the particular mission of an academic unit, all evaluations for tenure shall address at a minimum whether each candidate has achieved excellence in the following areas: 1) teaching; 2) research and creative/scholarly activity; 3) and professional and University service and public outreach; and 4) performance of non-teaching or administrative duties, if appropriate. The academic department may formulate standards for this review and determine the appropriate weight to be accorded each criterion consistent with the mission of the academic unit.
- c) Tenure is granted by the Board of Regents upon recommendation of the President. Determination of merit and recommendation for granting tenure shall comport with the criteria and policies and procedures contained in this section.
- d) Tenure shall be granted only by written notification after approval by the Board of Regents. Only full-time faculty members holding the academic rank of Assistant Professor, Associate Professor, or Professor may be granted tenure. ~~Qualified professional librarians shall be considered faculty members if they are given academic rank.~~

4.5.1 Concepts and General Policies Regarding Tenure

1. The interests of the University will best be served through a spirit of cooperation and a sense of mutual confidence among the faculty, the departments, the academic Deans, the ~~Vice President for Academic Affairs~~ Provost, and the President. The procedure for recommending tenure is designed to systematize as well as to encourage such cooperation and mutual confidence.
2. A maximum of sixty-five percent of the full-time faculty at the University may hold tenure at any one time. In the event the sixty-five percent limit is reached, there will be no additions to the tenured faculty at the University. However, the tenure process on campus will continue. Faculty members recommended for tenure will be placed in a priority-hold status by year, pending vacancies. As tenured positions become available, faculty members will be removed from tenure-hold according to the following criteria in decreasing order of importance: longest time on tenure-hold, longest service to the University, highest rank, longest tenure-eligible service.
3. The University acknowledges the following AAUP statement on tenure:



“The heightened protection of the tenured faculty is not a privilege, but a responsibility earned by the demonstration of professional competence in an extended probationary period leading to a tenured position with its ‘rebuttable presumption of professional excellence’.” *“Post-tenure Review: an AAUP Response”*

4. Under exceptional circumstances, a new faculty member may be recommended for tenure by a department chair, an academic Dean, the ~~Vice President for Academic Affairs~~ Provost, or the President without going through the normal process.
5. In the event that one of the deadlines in the tenure process falls on a weekend or holiday, the deadline becomes the next working date at the University.
6. After the tenure process is completed, the following action should be taken:
 - a) The results of all balloting and recommendations from the Dean, department chair, and ~~Vice President for Academic Affairs~~ Provost will be placed in the personnel file of the candidate.
 - b) The portfolio and a copy of all recommendations will be returned to the candidate.
7. Once the tenure process had been initiated, it must be completed.
8. Any exception to the policy on tenure is subject to approval of the President and the Board of Regents.

4.5.2 Periods of Appointment and Tenure

Faculty members holding the academic rank of Assistant Professor, Associate Professor, or Professor may receive tenure at any time. A probationary period will be defined for each faculty member at the time of initial appointment consistent with Section 4-7 4.5.3. Six years shall be the maximum probationary period for the eligible faculty member to attain tenure.

If, at the end of six years any faculty member has not attained tenure, the faculty member may be retained on the faculty until the end of the academic year following that in which there was notification of the denial, unless there are reasons (under Section 4.5.4) to the contrary. For the purpose of determining probationary employment of faculty members for tenure consideration, sabbatical leave counts as a part of the period of probationary employment, and a leave of absence is not included as part of the probationary period.

4.5.2 3 Procedure and Timeline for Requesting Tenure

The normal procedure for granting tenure is initiated by the faculty member during the fifth or sixth year of service to the University in a tenure track position. The following steps outline the normal process:

A Portfolio Transmittal Form to certify the receipt dates and transmittal dates at each step of the tenure process must accompany the request and is available in the University Forms folder on the intranet. It is the responsibility of the faculty member to monitor the flow of

materials through the process. At each stage of the tenure process, previous recommendations and any rebuttals should be forwarded with other documents.

Step 1 – By October 15:

The faculty member files a written request for tenure with the department chair. It is the responsibility of the individual faculty member to initiate the request for tenure and to prepare the portfolio of materials. The request must be accompanied by a portfolio exhibiting documentation of excellence in teaching or librarianship, in research and creative/scholarly activity; and professional and University service and public outreach, and in performance of non-teaching or administrative duties, if appropriate. The portfolio must also include the ~~annual evaluation~~ Annual Academic Performance Review documents.

Step 2 – By November 1:

A Tenure Committee shall be formed. If there are at least five (5) tenured faculty members within the department, all serve as the Tenure Committee. In the event that the number of tenured faculty members in the department is fewer than five, the Dean, in consultation with the faculty member and the tenured faculty members of the department, shall select additional members to form a group of at least five tenured faculty members that will serve as the Tenure Committee.

Step 3 – By November 15:

The Department Chair shall call a meeting of the Tenure Committee to initiate discussion of the request. After each member of the Tenure Committee critiques the portfolio and each performance criterion, the faculty member's performance shall be reviewed, discussed, and evaluated by the Tenure Committee. This review shall be conducted in a manner that allows for input from non-tenured colleagues, students, and alumni, as well as administrative information from the department chair. The department chair however is not allowed to participate in Committee deliberations. In the course of the review, the faculty member shall have the opportunity to meet with the Tenure Committee. After completion of the review, a poll by secret ballot of the Tenure Committee will be taken to determine whether a recommendation for the granting of tenure will be made. A simple majority rule shall prevail. The Tenure Committee shall then send the portfolio, the Committee's vote, and the recommendation to grant or to deny to the department chair. The Committee's recommendation should be signed by all members of the committee denoting the process was conducted according to procedures. All ballots are to be retained by the chair of the Tenure Committee until a final decision is reached concerning the request.

Step 4 – By December 1:

The department chair shall review the Tenure Committee's vote, critique the portfolio, evaluate each performance criterion, and decide whether to recommend the granting of tenure. The department chair will then forward a recommendation concerning the request and all documentation to the Dean. The department chair will also provide in writing a statement of his/her action to the Tenure Committee and the faculty member. If the chair recommends disapproval of the request, the faculty member will have ten working days to forward to the Dean a rebuttal of the chair's recommendation.

Step 5 – By January 1:

The Dean shall review the department chair's recommendation, and the Tenure



Committee's vote, critique the portfolio, evaluate each performance criterion, and decide whether to recommend the granting of tenure. The Dean will then forward a recommendation concerning the request and all documentation to the ~~Vice President for Academic Affairs~~ Provost. The Dean will also provide a written statement of his/her action to the department chair, the Tenure Committee, and the faculty member. If the Dean recommends disapproval of the request, the faculty member will have ten working days to forward to the Provost a rebuttal of the Dean's recommendation.

Step 6 – By February 1:

The Provost shall review the Dean's recommendation, the chair's recommendation, and the Tenure Committee's vote and recommendation, and decide whether to recommend or not recommend the granting of tenure. The ~~Vice President for Academic Affairs~~ Provost recommends granting or denying tenure and notifies the President and the faculty member in writing. The Provost will also provide a written statement of his/ her action to the Dean, the department chair, and the Tenure Committee.

Step 7 – By March 1:

Upon receiving a recommendation from the ~~Vice President for Academic Affairs~~ Provost, the President decides to approve or disapprove the request for tenure.

If the President approves the request for tenure, she/he shall recommend the granting of tenure to the Board of Regents, normally at the May meeting. The President then reports the action of the Board of Regents to the ~~Vice President for Academic Affairs~~ Provost, the Dean, the department chair, and the faculty member.

If the President disapproves the request for tenure, she/he shall notify the ~~Vice President for Academic Affairs~~ Provost, the department chair, the Tenure Committee, and the faculty member. A decision by the President to disapprove a request for tenure shall be accompanied by reasons in writing. ~~At each stage of the tenure process, previous recommendations and any rebuttals should be forwarded with other documents.~~

Since only the Board of Regents may grant tenure based upon a recommendation by the President, de facto tenure is not recognized by the University.

4.5.3 PROBATIONARY PERIODS

4.5.3.1 Notification of Employment

The Employment Letter furnished to a candidate for appointment to the faculty shall specify, in addition to the rank and salary, the length of the probationary period for the appointment and any special conditions pertaining to the appointment. All such conditions must be set forth in writing by the ~~Vice President for Academic Affairs~~ Provost and approved by the President whenever any faculty appointment is offered.

4.5.3.2 Commencement Date of Probationary Period

The probationary period for a faculty member whose effective date of appointment is later than the start of the academic year but no later than the first day of the second semester will be considered as dating from the beginning of the first semester, provided that the department or division in question records in writing its prior agreement to such an



arrangement. If the effective date of appointment is later than the first day of the second semester, the probationary period shall begin with the first semester of the next academic year. (The beginning of academic year appointments is August 15, and the beginning of the second semester is January 1.)

4.5.3.3 Term of Probationary Period for Professors

A new faculty member appointed at the rank of Professor may be given tenure from the date of appointment, or a probationary period may be set. Persons with three or more years of prior service may have a probationary period of no more than three years. The probationary period's length shall be set at the time of offer by the tenured members of the appointee's academic department, subject to agreement by the Dean, the ~~Vice President for Academic Affairs~~ Provost, and the President. If a majority of the department's tenured faculty members do not favor tenure upon appointment, the determination of tenure shall be made in the regular fashion, as specified in Section ~~4.8.2~~ 4.5.2.

4.5.3.4 Term of Probationary Period for Assistant and Associate Professors

For a faculty member who is eligible for tenure and whose initial appointment is at the rank of Assistant Professor or Associate Professor, the probationary period shall be six academic years or 12 regular semesters, except in cases noted below in Section ~~4.8.5~~ 4.5.3.5. Included in the probationary period may be prior full-time service (up to a maximum of three years) in professorial ranks at other institutions of higher education, or prior regular full-time service (up to a maximum of three years) that the appointee may have performed in the past at the University in the rank of Instructor or above subject to approval by the President after consideration of the recommendations of the appropriate department chair and Dean. Prior full-time service as Instructor or in a comparable non-professorial rank at other institutions of higher education and prior full-time service on temporary appointments at the University may also be included as part of the probationary period if this arrangement is agreed upon in writing at the time of the first regular appointment. The parties to such an agreement are the appointee, the academic department chair, the Dean, and the ~~Vice President for Academic Affairs~~ Provost.

4.5.3.5 Probationary Period Adjustment

In certain unusual cases, tenure may be awarded to faculty members of extraordinarily high merit prior to the end of the sixth probationary year. Any academic department's recommendation to award tenure before the end of the usual probationary period should be accompanied by an accounting of compelling reasons for this action. (Early tenure is not to be an expected reward for outstanding performance. There must be other "compelling reasons" for any exception to the normal probationary period, and any department considering such a recommendation should confer with the Dean prior to proceeding with the tenure consideration. Early tenure cannot be initiated without prior written approval of the ~~Vice President for Academic Affairs~~ Provost and the President.) If the University's decision at that time is not to confer tenure, however, the faculty member in question may, subject to continuation or renewal of contract, continue to serve in the probationary period and be considered for tenure again without prejudice.

4.5.3.7 Converting from Part-Time to Full-Time Service

Whenever an untenured part-time faculty member converts from part-time to full-time service, with the rank of Assistant Professor or above, specific written understanding must be approved by the ~~Vice President for Academic Affairs~~ Provost as to if and how the period

of part-time service will be counted toward satisfying the probationary period for tenure.

4.5.3.8 Family Medical Leave During Probationary Period

If a tenure-track faculty member takes Family Medical Leave, the probationary period prior to a tenure decision may be extended for one year at the written request of the faculty member with approval of the President after consideration of the recommendations of the appropriate department chair, Dean, and ~~Vice President for Academic Affairs~~ Provost.

4.5.3.9 Annual Performance Evaluation During Probationary Period

During the probationary period, a faculty member will be provided by the chair of the academic department with an annual, written evaluation of performance. Such annual evaluation shall be provided prior to the applicable notification deadline for reappointment, with a copy sent to the Dean and the ~~Vice President for Academic Affairs~~ Provost (See Section 4.2).

4.5.3.10 Starting Date for Tenured Appointments

Faculty members accorded tenure normally will commence their tenured appointments in the academic year immediately following the Board of Regents' action.

4.5.4 Notification of Denial of Tenure

A faculty member at any rank who is denied tenure may be retained on the faculty until the end of the academic year following that in which there was notification of the denial, unless there are reasons (under Section 4.5.5) to the contrary.

4.5.5 Causes for Dismissal or Suspension of Tenured Faculty

The University strives to exercise great care in selecting its faculty appointees and to confer tenure upon only those faculty members who have demonstrated their merit for tenured appointment. For that reason, severe sanctions such as a dismissal proceeding involving a tenured faculty member (abrogation of tenure) or of a regular faculty member during a non-tenure track or tenure-track appointment should be an exceptional event. It is also recognized, however, that a few faculty members may, from time to time, engage in improper conduct which require severe sanctions short of dismissal. Such sanctions may include but are not limited to loss of prospective privileges for a stated period; restitution; a fine; a reduction in salary; or suspension from service for a stated period, without other prejudice. As in the case of dismissal, the imposition of severe sanctions short of dismissal should be viewed as a serious and infrequent step usually undertaken only after administrative remedies and minor sanctions have failed.

While extreme action will be required infrequently, the University must be prepared for such an eventuality, so that both the integrity of the University and the rights of the faculty member may be preserved. Toward this end, the faculty must be willing to recommend severe sanctions upon or dismissal of a colleague when necessary. By the same token, the President and the Board of Regents shall give all reasonable consideration to faculty recommendations.

Only the Board of Regents has the power to impose severe sanctions. The Regents shall exercise this power only in cases where it determines that there exists sufficient cause for such action.

A faculty member against whom the imposition of a severe sanction is to be brought or whose dismissal is to be requested must have given such cause for the action as relates directly and substantially to his/her professional capabilities or performance. It is not possible to specify all proper grounds for these drastic measures. Proper reasons for dismissal of a regular faculty member who has tenure or whose tenure-track appointment has not expired include, but are not necessarily limited to, the following:

- a) Professional incompetence or dishonesty, including but not limited to, academic dishonesty, or misuse of University property or resources;
- b) Substantial, manifest, or repeated failure to fulfill professional duties or responsibilities;
- c) Personal behavior preventing the faculty member from satisfactory fulfillment of professional duties or responsibilities, including but not limited to, deliberate and grave violations of the rights and freedoms of fellow faculty members, administrators, or students.
- d) Serious violations of law which are admitted or proved before a competent court, preventing the faculty member from satisfactory fulfillment of professional duties or responsibilities, or violations of a court order, when such order relates to the faculty member's proper performance of professional responsibilities;
- e) Changes in the University's educational function through action of the Board of Regents and/or the State Regents for Higher Education, which result in the elimination of an academic unit. In such instances the University will make every reasonable effort to reassign affected faculty members to positions for which they are properly qualified before dismissal results from such elimination; *
- f) Financial Exigency; *
- g) Action(s) involving moral turpitude.

* Although not considered severe sanctions, (e) and (f) are proper reasons for dismissal of a faculty member who has tenure or whose tenure-track appointment has not expired.

Suspension of a faculty member or assignment to other duties in lieu of suspension is justified only if immediate harm to the faculty member or to others is threatened by that person's continued performance of regular duties. The faculty member may on request, and at the convenience of the department, be relieved of some professional duties if this is necessary to provide time for the preparation of a defense. Summary suspension does not remove from the University the obligation to provide due process within a reasonable period of time following action. (*The University of Oklahoma Board of Regents' Policy Manual Section 2.3.4*)

4.5.5.1 Suspension of a Tenured Faculty Member

The President shall have the authority to suspend any faculty member formally accused of the causes listed above. The President shall notify the Board of Regents of the terms and conditions of the suspension. A faculty member should be suspended only if harm to the faculty or students is imminent or disruption of the educational process is threatened by the faculty member's continuance. During the suspension period, compensation for the faculty member will be continued unless, during the suspension period, the faculty member is

convicted of a felony or a crime involving moral turpitude.

4.5.5.2 Dismissal of a Tenured Faculty Member for Cause

Dismissal proceedings shall begin with a conference between the faculty member and the appropriate academic officer. The conference may result in agreement that the dismissal proceedings should be discontinued or that the best interest of the tenured faculty member and the University would be served by the faculty member's resignation. If this conference does not result in mutual agreement, the academic officer will submit a recommendation in writing with rationale to the faculty member and to the ~~Vice President for Academic Affairs~~ Provost. Within fourteen University business days, the ~~Vice President for Academic Affairs~~ Provost shall have a conference with the faculty member.

This conference may result in agreement that the dismissal proceedings should be discontinued or that the best interest of the tenured faculty member and the University would be served by the faculty member's resignation.

If this conference does not result in mutual agreement, the ~~Vice President for Academic Affairs~~ Provost will submit a recommendation in writing with rationale to the faculty member and to the President. If the President concurs with the recommendations for dismissal, the President shall send written notice of pending suspension or dismissal to the faculty member and to the ~~Vice President for Academic Affairs~~ Provost. The faculty member will be notified by registered mail with a return receipt requested. Every reasonable effort must be made by the President to insure that the communication is delivered to the faculty member without delay.

4.5.5.3 Termination for Cause or Suspension of Non-Tenured Faculty

The termination of employment for cause or suspension of a non-tenured faculty member within an existing contract period shall follow the same procedures and be limited to the same reasons as provided for tenured faculty members who are terminated for cause or suspended. A failure to re-appoint may be without specific or stated cause.

4.5.5.4 Disciplinary Action Other Than Dismissal or Suspension

Disciplinary action affecting the terms of employment taken by the University against a tenured faculty member must be based upon causes stated in this section. Disciplinary action shall begin with a conference between the tenured faculty member and the Department Chair. If as a result of the conference, the academic officer finds that disciplinary action is warranted, a written recommendation for action should be forwarded to the appropriate Dean. If, after review, the Dean decides not to proceed with further disciplinary action, both parties should be notified in writing. If the Dean determines that additional action is warranted, then a conference with the tenured faculty member should be arranged. The Dean may determine that no further action is necessary. If however, additional action is warranted, the faculty member and the ~~Vice President for Academic Affairs~~ Provost shall be notified in writing within fourteen University business days. The ~~Vice President for Academic Affairs~~ Provost should arrange for a conference with the faculty member. The ~~Vice President for Academic Affairs~~ Provost may then determine that no additional action is necessary. However, the ~~Vice President for Academic Affairs~~ Provost should notify the faculty member in writing if an additional plan of disciplinary action is made. A copy of the disciplinary action should be placed in the faculty member's personnel file.



4.5.5.5 Dismissal of Tenured Faculty for Program Discontinuance or Financial Retrenchment

A faculty member with tenure whose position is terminated based on genuine financial retrenchment, bona fide discontinuance of a program or department, or lack of need for the faculty member's service, will be given five months written notice unless an emergency arises.

Before terminating an appointment because of discontinuance of a program or department or because of other lack of need of the faculty member's services, the University will make reasonable efforts to place affected members in other suitable positions.

If an appointment is terminated because of financial retrenchment or because of discontinuance of a program or department, the released faculty member's position will not be filled by a replacement within a period of two years, unless the released faculty member has been offered reappointment at the previous status.

4.5.5.6 Appellate Committee on Dismissal or Suspension of Tenured Faculty Members

A tenured faculty member who receives notice of suspension or pending dismissal may request and shall be afforded a hearing before the Appellate Committee on Dismissal or Suspension of Tenured Faculty Members. Failure to make a request in writing to the President within fourteen days after receipt of notification shall constitute a waiver by such faculty member of his right to a hearing before the Appellate Committee on Dismissal or Suspension of Tenured Faculty Members. The University shall institute an Appellate Committee on Dismissal or Suspension of Tenured Faculty Members. The Committee shall not exceed nine tenured faculty members, eight of whom shall be nominated or elected by the faculty governing body of the University and one member appointed by the President of the University. A quorum shall be five members or a majority of qualified members of the Committee. Initially, one half of the elected members shall be elected for twelve months and one half shall be elected for twenty-four months; thereafter, one half shall be elected each year. No member may serve more than two consecutive terms. At least one alternate member of the Committee shall be elected to serve in the event a regular member is unable to serve. If any member of the Committee is an interested party in a case that comes before the Appellate Committee on Dismissal or Suspension of Tenured Faculty Members, said committee member shall not serve on that case.

The incumbent Committee shall serve until the completion of any case pending at the time their term of service expires.

The decision of the Committee will be based on majority vote. The Committee will elect its own chair, who will have the right to vote.

4.5.5.7 Appeal Procedures for Tenured Faculty

After a tenured faculty member has requested a hearing before the Appellate Committee on Dismissal or Suspension of Tenured Faculty Members, service of notice of hearing with specific charges in writing will be made at least twenty days prior to the hearing. The faculty member may respond by waiving the hearing and filing a written brief or the matter may proceed to a hearing. If the faculty member waives hearing but denies the charge or asserts that the charges do not support a finding of adequate cause, the Appellate Committee on Dismissal or Suspension of Tenured Faculty Members will evaluate all

available evidence, including testimony and documentary evidence presented by the University and make its recommendation upon the evidence in the record.

- a) If the faculty member requests a hearing, the Appellate Committee on Dismissal or Suspension of Tenured Faculty Members shall, with due diligence considering the interests of both the University and the faculty member affected, hold a hearing and report its findings and recommendations to the President and to the involved faculty member.
- b) At hearings before the Appellate Committee on Dismissal or Suspension of Tenured Faculty Members, faculty members and the University shall be permitted academic advisors and/or counsel. A court reporter will be retained by the University to record the proceedings. Parties will pay the cost of a copy of the transcript. The hearing shall be conducted in a closed session.
- c) The faculty member will be afforded an opportunity to obtain necessary witnesses and documentary or other evidence, and the administration of the University will attempt to secure the cooperation of such witnesses and will make available necessary documents and other evidence within its control. No employee of the University, regardless of position, should be excluded or excused from appearing before the Committee, if he/she is available.
- d) The faculty member and the University will have the right to cross examine all witnesses present. Depositions are admissible whenever a witness cannot appear.
- e) The Committee may conclude by secret ballot: a) that adequate cause for dismissal has been established by the evidence; b) that adequate cause for dismissal has not been established by the evidence, or c) that adequate cause for dismissal has been established, but an academic penalty less than dismissal, including removal of tenure, would be more appropriate. The Committee may make any other recommendations it determines are appropriate. The Committee's findings and recommendations shall be made to the President. The Committee shall send a copy of its findings and recommendations to the affected faculty member.
- f) The President shall notify the affected faculty member of his/her recommendation to the Board of Regents. The faculty member shall have the right to request that the Board of Regents review adverse findings and recommendations of the President. The request must be in writing and filed within fifteen days after the President mailed the notification to the faculty member and to the Board of Regents. If the affected faculty member does not timely request that the Board of Regents review the President's findings and recommendations, the President's determinations become final and binding.
- g) In the event the faculty member submits a timely request to the Board of Regents to review adverse findings and recommendations of the President, the faculty member must indicate whether he/she desires a hearing of all of the evidence of the case; otherwise, the review will be a review of the record of the case. The Board of Regents has the discretion to determine whether the review will be a de novo hearing or a review of the record.
- h) Public statements and publicity about the case by the University will be avoided until the proceedings, including consideration by the Board of Regents, have been concluded.

4.6 POST-TENURE REVIEW POLICY

4.6.1 Purpose

Post-Tenure Review is a periodic peer-based evaluation of tenured faculty for the purpose of guiding career development and, when judged necessary, improving faculty performance. The Post-Tenure Review process is based on and extends the annual evaluation of faculty described in Section 4.2 through two processes: (1) a retrospective review of faculty performance in teaching or librarianship, research and creative/scholarly activity; and professional and University service and public outreach, and non-teaching or administrative duties, if appropriate, over the five years preceding the review, and (2) a formative evaluation for future professional growth.

Post-Tenure Review provides a formal opportunity for self-assessment and discussion with peers about professional development. For those faculty whose performance is judged to be below expectations, the evaluation shall lead to the formulation of a professional development plan, the purpose of which is to assist the faculty member to raise his/her level of performance to meet or exceed the expectations for tenured faculty.

Post-Tenure Review is mandatory for all tenured faculty who are reviewed under Section 4.2 unless they have signed an agreement to retire within the two years following the year of the scheduled review or have entered into a formal phased retirement agreement with the University.

Bearing in mind the value and importance of academic freedom and procedural due process to the well-being and success of the academic community, the University acknowledges and supports in principle the policies and procedures set forth in the AAUP's Standards for Good Practice in Post-Tenure Review. Post-Tenure Review is not a reevaluation of a faculty member's tenure status, nor is it intended as means to effect programmatic change. The Post-Tenure Review process will be carried out in a manner that is consistent with the University's policies on academic freedom and responsibility (Sections 5.1 and 5.3) and faculty evaluation (Section 4.2). Post-Tenure Review will be based on the criteria for annual evaluation established by the faculty of the department and approved by the administration.

4.6.2 Timing of Post-Tenure Review

1. Schedule

Post-Tenure Reviews shall be initiated by the department chair immediately following the completion of the annual faculty evaluation process and shall proceed according to the following schedule.

By March 20 The faculty member shall submit to the Post-Tenure Review Committee the Post-Tenure Review dossier (4.6.4).

By April 15 The Post-Tenure Review Committee shall have reviewed the faculty member's dossier and met with the faculty member to discuss the faculty member's performance. The results of the review along with any recommendations for action shall be conveyed in writing to the Dean, the ~~Vice President for Academic Affairs~~ Provost, and the faculty member. If the faculty member disagrees with the assessment or recommendation of the Committee, he/she shall have ten working days to submit a rebuttal to the Dean and to the ~~Vice President for Academic Affairs~~.



Provost.

2. Normal Review

Each faculty member shall undergo Post-Tenure Review in the fifth year after the year in which the faculty member is awarded tenure or promotion, whichever is later, and every fifth year thereafter. Annually, the office of the ~~Vice President for Academic Affairs~~ Provost will identify those faculty members to undergo a normal Post-Tenure Review and establish and publish a time schedule for completing the required steps in the Post-Tenure Review process.

3. Early Review

A Post-Tenure Review shall be initiated earlier than the normal review cycle under the following circumstances:

- a) If the composite or overall rating of a tenured faculty member's performance on the annual evaluation is below expectations (2 or less on a 1-5 scale) for two consecutive years, an early Post-Tenure Review will be initiated immediately as an extension of the annual evaluation. Candidates for early Post-Tenure Review will be identified by the Post-Tenure Review Committee as part of the annual faculty evaluation process and reported to the Dean. However, the Post-Tenure Review Committee may request from the Dean permission to postpone initiation of an early review for one year if, in its opinion, the early review is not justified due to circumstances that the Post-Tenure Review Committee enumerates in its request to the Dean. With the approval of the Dean, the initiation of an early review shall be postponed one year. If the review is postponed and the faculty member is judged to have performed to expectations in this third year, no early review will be required. If performance continues below expectations, the early review will be conducted immediately following the third year annual evaluation.
- b) A tenured faculty member may request an early review for the purpose of professional development. Such reviews are not subject to the mandatory professional development plan (Section 4.6.7).

4.6.3 Post-Tenure Review Committee

The review will be conducted by a Post-Tenure Review Committee composed of four tenured faculty members of the department of equivalent or higher rank as the faculty member undergoing review and the chair of the department with primary responsibility for evaluation of the faculty member, unless another arrangement has been approved in writing by the Dean and the ~~Vice President for Academic Affairs~~ Provost. In the case that a department has more than four eligible tenured members of equivalent or higher rank, members of the Post-Tenure Review committee will be selected by the Dean in consultation with the faculty member and the eligible tenured members of the department of equivalent or higher rank. In the case that a department has fewer than four tenured members of equivalent or higher rank, additional members will be selected by the Dean in consultation with the faculty member and the eligible tenured members of the department of equivalent or higher rank. In the case of a joint appointment, the second department will be given an opportunity to provide input. In other exceptional cases, as determined by the ~~Vice President for Academic Affairs~~ Provost, a senior faculty member outside the department but within the school shall be added to the Post-Tenure Review Committee, such member being chosen by the tenured faculty member under review from a list of three



candidates selected by the ~~Vice President for Academic Affairs~~ Provost. The results of the review will be forwarded simultaneously to the Dean and the ~~Vice President for Academic Affairs~~ Provost. All recommendations for actions must be forwarded to the Dean for approval.

4.6.4 Components of the Review

Post-Tenure Review dossiers shall consist of the following elements:

1. Annual evaluations and mini-vitae for the previous five years. The annual evaluations and the accompanying mini-vitae from the five years previous to the review will constitute the primary sources of information about the faculty member's performance. The Post-Tenure Review will take into account the numerical evaluations (on a scale of 1 – 5) for effective classroom teaching or librarianship; research and creative/scholarly activity; and professional and University service and public outreach; non-teaching or administrative duties if applicable; and the composite evaluation reflecting the relative weights of the four categories.
2. A self-appraisal by the faculty member being reviewed. A written statement prepared by the faculty member will constitute a central element of the Post-Tenure Review dossier. This statement is intended to serve two purposes: provide a formal opportunity for the faculty member to reflect on his/her professional career and contributions to the University; and serve as a source of information to Post-Tenure Review Committee to assist in helping the faculty member develop professionally. In this statement, the faculty member should describe his/her past contributions to the department(s) to which he/she is appointed and to the University, assess the current state and direction of his/her career, and discuss what he/she has planned professionally for the next five years. This self-appraisal should include an evaluation of his/her past performance in the areas of teaching or librarianship, research and creative/scholarly activity; and professional and University service and public outreach, and non-teaching or administrative duties, if applicable; a statement of professional goals for the next five years; and an explicit discussion of how achieving those goals will advance his/her professional career and contribute to achieving the goals of the department(s) to which he/she is appointed and the University as a whole. This document is not intended to be a contract but only a source of information to the Post-Tenure Review Committee to assist it in helping the faculty member to develop professionally.
3. The faculty member's current complete curriculum vitae.
4. Sabbatical leave reports. The report of activities and accomplishments of any sabbatical or other leaves that occurred during the interval being reviewed should also be included.
5. Post-Tenure Review Evaluations. A copy of the evaluations by the Post-Tenure Review Committee from the faculty member's previous Post-Tenure Review(s), if any.
6. Final Reports. A copy of previous professional development plans, if any.

In the course of the review, the faculty member shall have the opportunity to meet with the Post-Tenure Review Committee to discuss these documents and offer additional input.

4.6.5 Performance Expectations

Faculty members are expected to perform in all applicable categories of the annual evaluation and achieve a composite evaluation of higher than 2 on a criterion-referenced scale of 1-5. The criteria should be specified in the approved evaluation criteria of the department(s) to which the faculty member is appointed. As required under Section 4.2, academic departments should communicate carefully and clearly to their faculty the specific criteria for evaluation that are used for the basis of the annual evaluation.

When and only when a faculty member's five-year average composite evaluation is 2 or lower the faculty member shall be required to develop and participate in a professional development plan as described in Section 4.6.7.

4.6.6 Feedback

All faculty members undergoing Post-Tenure Review will be provided with written and verbal feedback about how they are developing as professionals and how the Post-Tenure Review Committee evaluates the professional goals of the faculty member in relation to the goals and mission of the department and the University. Within thirty days of receiving the faculty member's dossier, the Post-Tenure Review Committee will provide the faculty member with a written evaluation of his/her past performance, current status, and future professional goals.

4.6.7 Professional Development Plan

A professional development plan is intended to assist a faculty member whose performance is not meeting expectations to bring his/her performance up to the expected level. Participation in a professional development plan is mandatory for faculty members who, during Post-Tenure Review, are found not to meet the expectations for faculty performance, as described in Section 4.6.5. Other faculty members may request, from the Post-Tenure Review Committee, permission to participate in a professional development plan on a voluntary basis to assist in their professional development. Voluntary professional development plans are not subject to the sanctions described in Section 4.6.8 and shall not alter the cycles of the normal and/or early review or otherwise affect those processes.

1. Process

The professional development plan shall be prepared cooperatively between the faculty member and the Post-Tenure Review Committee.

By May 1 the faculty member shall meet with the Post-Tenure Review Committee to discuss the results of the review and identify areas that should be addressed in the Professional Development Plan.

By September 1 the faculty member shall prepare a draft of the plan and submit it to the Post-Tenure Review Committee.

By September 15 the Post-Tenure Review Committee must prepare a final plan in negotiation with the faculty member and submit it to the Dean for approval. Should the faculty member disagree with the final plan prepared by the Post-Tenure Review Committee, he/she may write submit a written appeal to the Dean along with the plan, setting forth the reasons disagreement.



By October 1 the Dean must notify the faculty member and the Post-Tenure Review Committee, in writing, as to whether or not the final plan is approved. If the plan is not approved, the faculty member and the Post-Tenure Review Committee must be notified in writing of the reasons for the non-approval and the process described above shall be repeated until approval is obtained. Approval must be obtained by **November 1**.

Following approval of the plan, the Post-Tenure Review Committee must meet with the faculty member and explain both the contents of the plan, including the expected time-line, and the consequences to the faculty member of failure to attain the goals of the plan. Reasonable University resources to support implementation of professional development plans will be provided by the ~~Vice President for Academic Affairs~~ Provost and the Dean. A faculty member shall have the two full annual evaluation cycles following the date the plan is approved to accomplish the goals of the plan and to bring his/her performance up to expected standards.

2. Content of the Plan

The professional development plan shall include the following components:

- a) Goals and expectations.
- b) Proposed activities.
- c) A time-line for the plan.
- d) Resources that will be made available to the faculty member to assist with completion of the plan.
- e) An explanation of the consequences of failure to attain the goals of the plan. (This provision is not applicable for a voluntary professional development plan.)
- f) Signatures of the faculty member, the Post-Tenure Review Committee members, and the Dean, verifying an understanding of the plan.

3. Monitoring, Follow-up, and Final Report

Formal written evaluation of the faculty member's progress towards meeting the goals of the professional development plan will take place as part of the annual evaluations of the faculty member following the implementation of the plan. Since less than a year will have elapsed between the implementation of the plan and the next annual faculty evaluation, that evaluation and the subsequent annual evaluation shall be used by the Post-Tenure Review Committee as opportunities to provide written feedback to the faculty member on his/her progress in meeting the goals of the plan. The final assessment of the faculty member's progress in meeting the goals of the plan shall occur during the third annual faculty evaluation after implementation of the plan. Following this third annual evaluation, a written report will be issued by the Post-Tenure Review Committee to the faculty member, with copies to the Dean explaining the outcome of the plan.

Failure of the faculty member to meet the goals specified in the plan and to bring his/her performance up to the level expected may lead to the recommendation for dismissal of the tenured faculty member, as defined in Section 4.5.6. The results of the professional development plan, including, without limitation, the final report, shall be relevant evidence in such a proceeding. In the proceeding, the University retains the burden of persuasion to



show cause, as defined by the Faculty Handbook, provided nothing in this policy shall be construed to limit or restrict the University's authority to undertake the dismissal or suspension of a tenured faculty member as set forth in Sections 4.5.4 through 4.5.8.

Alternative actions may be negotiated and implemented with approval of the Dean and the ~~Vice President for Academic Affairs~~ Provost and may include, but are not limited to:

- a) resignation
- b) retirement.

4.6.8 Review of the Post-Tenure Review Policy and Procedures

The above Post-Tenure Review policy will be jointly reviewed by the Faculty Senate and administration at least every five years with respect to its effectiveness in supporting faculty development and redressing problems of faculty performance, the time and cost of the effort required, and the degree to which in practice it has been effectively cordoned off from disciplinary procedures and sanctions.

4.7 PERSONNEL RECORDS

An official personnel file will be maintained for all faculty members in the Personnel Office and the appropriate Academic Dean's office. No other personnel files will be kept. The purpose of the file is to provide documentation supporting actions involving the faculty member. Personnel files shall not ordinarily contain political, social, or personal information without the permission of the faculty member. The faculty member may request to add or delete material from his/her file. If this request is denied, the proper grievance procedure may be followed (See Appendix G). Control of the personnel files will remain with the Personnel Office or the appropriate Dean's office and access to the files will be supervised by personnel staff or the Dean's staff. Files may not be removed from the Personnel Office or the Dean's office without written permission of the President. The personnel file will include, but not be limited to, the following:

4.7.1 Personnel Office

1. Vita providing information relating to the faculty member's academic and professional credentials and accomplishments. It is the responsibility of the faculty member to insure that accurate and official documents are provided for the file.
2. Personnel information including a Statement of Appointment Status that is updated by the Dean following any change of appointment status and which must be signed by the faculty member to verify that the faculty member has been officially notified of the change.
3. All personnel actions requiring the Board of Regents' approval.

4.7.2 Academic Dean's Office

1. Detailed evidence of academic and professional credentials will be maintained in the appropriate school's Academic Dean's office.
2. Summary copies of ratings and evaluations of the faculty member made by students and/or supervisors and the formal recommendations made by



committees to the department chair or higher authorities concerning any personnel action. Copies will be maintained of all non-reappointment notices, reappointment notices, promotion actions, and tenure actions.

4.7.3 Access to Personnel Files

Personnel files are available only to the individual faculty member, any appropriate appeals committee in order to accomplish its duties, and those personnel who have a "need to know" in the performance of their official duties as determined by the ~~Vice President for Academic Affairs~~ Provost. The President, the Board of Regents, and their staffs shall also have access to these files.

The faculty member may authorize, by written statement to the ~~Vice President for Academic Affairs~~ Provost, access to the file by a person not indicated in this section. In addition, the University may permit access to personnel records to comply with lawful requests of federal or state agencies or in legal proceedings. The University shall comply with all applicable privacy laws, including the Oklahoma Open Records Act, 51 O.S. § 24A.7, and 74 O.S. § 840-2.11.

4.8 DETERMINATION OF SALARIES

4.8.1 Faculty Salary

1. Initial Salary

A faculty member's initial salary is based upon various factors including, but not limited to, (1) the applicant's educational preparation and professional experience, (2) the proposed assignment, and (3) market conditions. The University strives to maintain faculty salaries at levels that attract well-qualified applicants.

2. Salary Increases

a) Professional Accomplishments

Merit salary increases are given in recognition of the faculty member's development and professional accomplishments as determined by the faculty appraisal system.

b) Salary Increase on Promotion

A promotion in rank may be accompanied by a salary increase of a fixed amount. The amount, determined by the administration and subject to the approval of the Board of Regents, is to be reviewed periodically and changed if conditions warrant. If because of financial constraints the University is unable to grant the salary increase at the time a faculty member is promoted in rank, the individual's salary shall be increased as soon as is feasible.

c) Salary Increase on Receipt of Doctorate

Completion of a doctorate may be accompanied by a salary increase of a fixed amount. Such salary increases may not be effective prior

to the effective date of the next academic year contract unless the current contract includes a contingency clause authorizing the specific amount of the increase. The amount, determined by the administration and subject to the approval of the Board of Regents, is to be reviewed periodically and changed if conditions warrant. If because of financial constraints the University is unable to grant the salary increase at the time a faculty member completes a doctorate, the individual's salary shall be increased as soon as is feasible.

4.8.2 Department Chair and Dean Salary

The total salary for department chairs and Deans is composed of two elements: (1) a faculty salary and (2) added compensation for duties of the office. The faculty salary is determined by consideration of factors stated above. The amount of added compensation is determined by the administration. The amount for each element is to be stated in the notice of appointment or reappointment.

4.9 SEVERANCE

Several reasons can exist for the University or the individual faculty member to sever their professional relationship. Actions and behavioral occurrences in current or previous appointment years may be considered in personnel decisions where a pattern of unacceptable deviation becomes apparent to concerned administrators. The various types of severance are defined, and the policies and procedures related to each category are given.

1. Resignation

A faculty member who proposes to resign shall notify the department chair in writing as early as possible. Once a faculty member's resignation is accepted and approved, it is the faculty member's responsibility to follow the appropriate check-out procedure. Forms detailing this procedure are available from the Business Office and must be completed and filed in order for final salary payment to be made.

2. Dismissal

Dismissal is a severance action by which the University terminates the appointment of any faculty member before the end of the period of appointment. The appointment of a faculty member may be terminated for one or more of the following reasons:

- a) Financial exigency,
- b) Discontinuance of, or a change in, the educational program or department, or
- c) Reasonable cause as defined for tenured faculty members in Section 4.5.4.

3. Financial Exigency

Termination of a faculty member for financial exigency shall occur only when the University is in a state of financial crisis brought about by an Education and General part 1 budget allocation to the University that would (1) necessitate the elimination or reduction of existing instructional programs; (2) necessitate the termination of employment or reduction in compensation for permanently employed faculty or staff prior to the normal expiration of their contract or appointment; or (3) seriously erode the quality of any existing program.



Any termination of employment as a result of financial exigency shall adhere to the provisions of Section 4.12.4.

4. **Discontinuation of or a Change in the Educational Program or Department**

Termination of a faculty member because of a discontinuance of, reduction in, or change in the educational program or department means that the faculty member's appointment is terminated and the faculty member dismissed only because of the change in the educational program or department and for no other reason.

Any change in an educational program or department that would result in severance of faculty must have been subjected to proper review procedures as required of other changes in educational programs or departments. After the decision has been made by the University's administration to discontinue or change the educational program or department to the extent that fewer faculty members are needed in a degree program, academic department, or a major element thereof, the department chair will convene the department/school personnel committee to make recommendations. If the department/school personnel committee cannot make an appropriate recommendation, it may decline to make any recommendation at all.

The recommendations (if any) of the department/school personnel committee, together with the rationales, are forwarded to the department chair.

The department chair will submit a recommendation with rationale and the recommendations of the department/school personnel committee to the Dean.

The Dean will submit a recommendation with rationale and the recommendation of the department chair and the department/school personnel committee to the ~~Vice President for Academic Affairs~~ Provost.

The ~~Vice President for Academic Affairs~~ Provost shall review and consider the recommendations for dismissal and may seek such further advice and counsel as he shall deem appropriate. If the ~~Vice President for Academic Affairs~~ Provost decides to recommend the termination of any appointments, he shall notify each affected faculty member in writing of the decision. The letter shall be sent by certified mail and shall inform the faculty member of the provisions for formal review of the decision and shall state that the faculty member may provide to the ~~Vice President for Academic Affairs~~ Provost a written statement that the adequacy of the process through which the decision was made will be examined through the grievance procedure within twenty days of the receipt of the letter. The date of notification of intent to grieve becomes the initiation date of the grievance.

A recommendation to the President derived from the grievance procedure shall be advisory only, and the President shall make all final decisions regarding recommendations for termination to the Board of Regents. The following guidelines shall be followed for termination of employment due to the discontinuance of or change in an educational program or department.

- a) Untenured faculty should be terminated before tenured faculty,
- b) Academic rank should be respected,
- c) Seniority within academic rank should be respected, and



d) Equal opportunity guidelines should be observed.

Tenure, academic rank, and seniority shall be considered within academic departments or major elements thereof.

In those instances where termination is recommended, the terminated faculty member will be given a statement of information upon which the decision was based. The written notice of termination given to the faculty member shall state the effective date of termination. Efforts should be made to give as much advance notice as possible, consistent with the decision to change or delete the program or department. Employment in some other part of the University should be offered whenever reasonably possible.

In the absence of unusual circumstances, in any case of termination of tenured faculty because of a discontinuance of or change in an educational program or department, the position of the terminated faculty member may not be filled for a period of two years unless and until the released faculty member has been offered reinstatement and a reasonable period of time (usually 30 days) to accept it. (See Section 4.5.8.)

SECTION 5

FACULTY RIGHTS AND RESPONSIBILITIES

5.1 PROFESSIONAL ETHICS

In accepting a position with Cameron University, each faculty member obligates himself/herself to preserve and promote the good of the University; to support its ideals, policies, and regulations; and to adhere to its policies, regulations, and procedures as well as those of the Board of Regents. Responsible criticism of University policies and procedures, however, has a place in faculty meetings, in discussions with administrative officers of the University, and in other appropriate places where it will serve a constructive purpose.

Cameron University endorses the following statement on professional ethics. Adopted by the American Association of University Professors in 1966 and updated in 1987, it expresses well the ethical obligations of faculty members to their profession and their colleagues.

The Statement

1. Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end professors devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.
2. As teachers, professors encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.
3. As colleagues, professors have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates. In the exchange of criticism and ideas professors show due respect for the opinions of others. Professors acknowledge academic debt and strive to be objective in their professional judgment of colleagues. Professors accept their share of faculty responsibilities for the governance of their institution.
4. As members of an academic institution, professors seek above all to be effective teachers and scholars. Although professors observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination

of their service, professors recognize the effect of their decision upon the program of the institution and give due notice of their intentions.

5. As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

5.2 POLICIES CONCERNING DISCRIMINATION

1. It is the policy of Cameron University not to discriminate on the basis of race, age, gender, national origin, disability, political beliefs, or religious affiliation.
2. It is the policy of Cameron University that all employees be allowed to work in an environment free from sexual harassment. Deliberate or repeated unsolicited verbal comments, gestures, or physical contact of a sexual nature that are unwelcome are sexual harassment and violate the conduct required of a University employee. Cameron University employees have a responsibility for maintaining high standards of honesty, integrity, impartiality, and conduct in employment relations.
3. Refer to Section 10 – Federal Compliance Policies in the Employee Handbook for a complete description of university policies on sexual harassment, sexual assault, racial and ethnic harassment, discrimination, disabilities, and substance abuse.

5.3 TEACHING RESPONSIBILITIES

A faculty member is expected to meet his/her classes at all scheduled times and in scheduled places, to be prompt in beginning and dismissing his/her classes, and to administer final exams only at the appointed hours. In the event that a faculty member finds it necessary to be absent from a scheduled class meeting, he/she has a responsibility to make arrangements for the class and to notify his/her department chair so that arrangements relating to his/her absence can be made. A student is ultimately responsible for meeting the learning objectives of each course in which he/she is officially enrolled. However, a faculty member must define and quantify attendance standards, procedures for verifying unavoidable absences, and methods of dealing with missed assignments and examinations in his/her course syllabus. Unavoidable absences as a result of personal illness, the death of an immediate family member, military service, University athletic and academic commitments, and court-imposed legal obligations are inevitabilities of life and should be judiciously considered when developing course attendance policies.

A faculty member is expected to adhere to all written Cameron University policies and regulations, as well as those of the Board of Regents.

5.4 ADVISEMENT

Academic advisement of students is an important function of faculty members at Cameron University. The faculty member interprets University policies and regulations applicable to students and should be familiar with his/her department's courses and the General Education requirements as well as courses of study in other departments. The University will provide all faculty members

with copies of Cameron University regulations, policies, and departmental recommendations concerning individual courses.

5.5 FACULTY AVAILABILITY

A faculty member's responsibilities to students and to his/her own professional growth require that he/she devote an appropriate number of hours to his/her profession. It is deemed necessary that each faculty member be available to students in his/her office at regularly scheduled hours each week. These office hours should be prominently advertised (to include posting on the exterior office door of each faculty member) and should be kept by each faculty member as faithfully as he/she meets his/her classes. The number of required office hours per week will be determined within each departmental unit by the department chair in consultation with faculty. In scheduling these hours, a faculty member shall give serious consideration to student convenience.

5.6 ASSIGNMENT POLICY

Faculty assignments include four general components: (a) teaching, (b) research and creative/scholarly activity; (c) and professional and University service and public outreach, and (d) performance of non-teaching/administrative duties/assignments, if applicable. The portion of the total assignment allocated to each component may vary significantly among the faculty of a department or school; however, Deans and department chairs are charged with the responsibility for establishing equitable total assignments. Assignments are based on the following requirements guidelines:

1. A full-time faculty member should generally carry a teaching load of twelve hours per semester.
2. ~~A graduate faculty member teaching only graduate courses shall have the teaching load computed at a ratio of three graduate hours to four undergraduate hours for a total load of twelve hours per semester.~~ At the discretion of the chair in consultation with the Dean, a full-time non-tenure track regular faculty member may carry a teaching load of fifteen hours per regular semester.
3. ~~Mixed graduate and undergraduate teaching loads shall be computed at a ratio of three graduate hours to four undergraduate hours.~~ Graduate courses shall have a teaching load computed at a ratio of three graduate load hours as equivalent to four undergraduate load hours.
4. Faculty members teaching twelve or more undergraduate hours may be allowed to teach one overload class per semester.
5. Faculty members may accept ~~one additional overload assignment per year provided that the assignment is~~ an additional overload assignment of up to three load hours per semester for either research and creative/scholarly activity; and professional and University service and public outreach. Off-campus Educational Outreach courses may be considered service assignments when taught as overload assignments.
6. Department chairs will be allowed to teach one overload class per year with the permission of the appropriate Dean. Department chairs are allowed to accept one additional overload assignment per year for research and creative/scholarly activity; and professional and University service and public outreach.

5.7 APPOINTMENTS AND SALARIES

1. **Regular Term.** Regular full-time teaching faculty appointments shall be for a period of service of nine months. (See also Section 4.1.) Holidays include those days designated by the President. All other leaves must be officially approved by the department chair and Dean.

Compensation for a faculty member shall be a salary as stipulated in his/her annual appointment by the Board of Regents and applicable fringe benefits as approved by the Board of Regents. Salaries for Regular Faculty appointments shall be paid in ~~ten~~ twelve equal installments on the ~~first~~ last day of the month ~~following~~ starting with the month services were performed, ~~commencing with the month of September.~~

2. **Salary Recommendations.** The salary for an individual faculty member shall be recommended by his/her department chair to the Dean. The department chair shall consult with the faculty member and apprise him/her of the salary to be recommended and the basis for such recommendation. Salary recommendations shall be made consistent with the faculty member's annual evaluation. The basis for the department chair's recommendation shall include consideration of "Cost of Living Adjustment" (COLA), any directed University-wide salary increase, adjustments for purposes of equity, and any merit raise. The faculty member may reply in writing to the department chair concerning the salary recommendation. This response, along with the department chair's recommendation, shall be forwarded to the Dean. After considering the department chair's recommendation and any response from the faculty member, the Dean will make a recommendation concerning the faculty member's salary.

Compensation of an individual faculty member may be lowered only as a result of (1) a change of assignment or (2) financial emergency on the part of the University when, to solve the emergency, the University adjusts compensation of employees. Reduction in compensation under these conditions may not be grieved or appealed and is not to be construed as a sanction or severe sanction.

3. **Summer Term.** Regular faculty appointments for the summer term shall be for a period of service not exceeding nine weeks. Faculty service shall commence no more than two working days before the first day of summer classes and end no later than two working days following the last day of classes. (See also Section 4.1.6.)
4. **Overload Compensation.** Faculty shall be paid overload compensation at a predetermined rate for teaching a class above a full teaching load. ~~Overload compensation may not be paid for a portion of a class. assignments over twelve hours per semester at a predetermined rate.~~

Acceptance of overload is at the faculty member's discretion.

5.8 PROFESSIONAL DEVELOPMENT

A faculty member at Cameron University is expected to remain active professionally by being involved, on a continuing basis, in professional growth and development activities. Professional growth and development activities include, but are not limited to:

1. Scholarship (as defined in Section 5.9).

2. Attendance and/or participation at professional meetings.
3. Activities designed to improve professional competence.
4. Participation in seminars and similar activities.
5. Participation in Cameron University in-service development sessions.

Time for these activities is provided by the University to enable faculty members to discharge their other responsibilities.

Special leaves for professional growth and development activities may be granted by the ~~Vice President for Academic Affairs~~ Provost with approval of the President.

6. **Sabbatical Leave**

a. **Purpose**

Sabbatical leaves of absence are among the most important means by which an institution's academic program is strengthened, a faculty member's teaching effectiveness enhanced, and scholarly usefulness enlarged. The major purpose is to provide opportunity for continued professional growth and new or renewed intellectual achievement through study, research, writing, and training.

However, a faculty member does not automatically earn a sabbatical leave. Instead, it is an investment by the University in the expectation that the sabbatical leave will significantly enhance the faculty member's ability to contribute to the objectives of the University. There should be a clear indication that the improvements sought during a sabbatical will benefit the work of the faculty member, department, school, and the University. Only sabbatical leave proposals that meet this criterion will be accepted and approved by the University. Sabbatical leaves are supported as an investment in the future of the faculty member and the future of the faculty member's students at the University.

The purposes for which a sabbatical leave may be granted may include:

- 1) Research on significant problems and issues.
- 2) Important creative or descriptive work in any means of expression; for example, writing or painting.
- 3) Postdoctoral study at another institution to update teaching skills.
- 4) Other projects satisfactory to the University.

It should be demonstrated that such work cannot occur as effectively during the regular work schedule of the faculty member.

Normally the University will not grant a sabbatical for the purpose of pursuing work on the terminal degree in the faculty member's academic field.

Adherence to the plan submitted by the faculty member is expected. Within two months of returning from leave, the faculty member shall submit to the ~~Vice President for Academic~~

~~Affairs~~ Provost, through the department chair and the Dean, a report of activities undertaken, which will be used in evaluating future applications for sabbatical leaves.

A faculty member who is on sabbatical leave shall not be penalized on matters of salary consideration. The report on the sabbatical will be used in consideration for merit raises in subsequent years.

b. Eligibility

- 1) To qualify for a full sabbatical leave, a faculty member must have been employed at Cameron University as a full-time faculty member for twelve regular academic semesters.
- 2) To qualify for a proportional sabbatical leave with proportional remuneration, a faculty member must have been employed at Cameron University as a full-time faculty member for at least four regular academic semesters.
- 3) After having been granted a sabbatical leave, a faculty member shall become eligible for an additional sabbatical leave by again meeting the qualification standards listed above. The counting of semesters of full-time employment to qualify for an additional sabbatical leave shall begin with the first regular academic semester that the faculty member is employed at Cameron University as a full-time faculty member following the completion of the earlier sabbatical leave.

c. Full Sabbatical Leave Plans

There are three full sabbatical leave plans open to all eligible faculty members:

- 1) Two regular academic semesters at one-half salary.
- 2) One regular academic semester at full salary.
- 3) A summer academic session at 15 percent of the previous academic year's salary.

A faculty member or administrator shall make formal application for a sabbatical leave which includes the reasons for requesting the sabbatical leave, the activities planned during the sabbatical, and a schedule of the use of time while on the sabbatical leave. The application should be submitted to the Provost through the appropriate department chair and dean with each party making a recommendation for approving or disapproving the request. The application and all recommendations must be received by the Provost before February 1 of the academic year prior to the requested sabbatical leave.

The Provost will forward a recommendation to the President by February 15. Upon receiving a recommendation from the Provost, the President decides either to approve or disapprove the request. If approved, the recommendation is forwarded to the Board of Regents, normally at the March meeting. The President informs the Provost of the decision. In turn, the Provost notifies the Dean, the department chair, and the faculty member in writing.

d. Salary

The academic year salary for the proposed period of sabbatical leave is to be determined as if the faculty member were not going on leave, and the sabbatical leave salary is to be based thereon.

- 1) When the faculty member having received a sabbatical leave returns to Cameron University as a full-time faculty member, his/her academic year appointment salary shall be at least equal to the amount that would have been received during the sabbatical leave, plus normal raises and fringe benefits granted to faculty members of comparable qualifications, rank, assignments, and seniority.
- 2) Merit raises may be considered in determining these salaries.

e. Obligations

- 1) Sabbatical leave obligates the recipient to follow a program consistent with the purposes and conditions for which the sabbatical leave is granted.
- 2) Acceptance of a sabbatical leave from Cameron University by a faculty member entails an obligation by the faculty member to serve the University for at least four regular academic semesters following the completion of the sabbatical leave. If the faculty member fails to fulfill this obligation, he/she must repay the University the proportionate fraction of salary and benefits received while on sabbatical leave. This is a legally enforceable obligation.
- 3) Application for a sabbatical leave must be initiated by the faculty member. Approval requires a positive recommendation by the department chair, the Dean, the ~~Vice President for Academic Affairs~~ Provost, and the President and authorization by the Board of Regents. An application consists of (1) a statement of purposes, (2) a program of activities including a schedule when appropriate, and (3) any documentation deemed necessary by the University to establish the feasibility of the program of activities.

7. Leaves of Absence Without Pay for Professional Growth and Development

A faculty member may receive a leave of absence without pay for professional growth and development upon recommendation of his/her department chair and Dean, and approval by the ~~Vice President for Academic Affairs~~ Provost, the President, and the Board of Regents. Leaves of absence without pay for professional development are normally granted for periods of up to one year. Extensions of such leaves may be granted by the President if circumstances warrant.

The extent to which years spent on leaves of absence without pay for professional growth and development will count as years of service relative to promotion, tenure, and salary will be determined by mutual agreement between the faculty member and the ~~Vice President for Academic Affairs~~ Provost prior to evaluation of the faculty member for such personnel actions. Written statements of such agreements are issued by the ~~Vice President for Academic Affairs~~ Provost and maintained in the faculty member's personnel file.

8. Other Leaves With Pay

- a. **Annual Leave.** Twelve-month faculty members will earn annual leave at the rate of one and two-thirds days per month (20 days per year) and may accrue up to forty days of annual leave. All employees are encouraged to take annual leave and may not accrue more than forty days of annual leave.

Annual leave is scheduled at the convenience of the University as determined by the faculty member's supervisor. Processing of annual leave transactions shall be made on forms provided by the Business Office. Annual leave may not be taken in advance of its accumulation.

Annual leave shall accrue from the date of employment and shall continue to accrue during any period of leave of absence with pay. Upon termination of employment under satisfactory conditions, an employee will be paid for unused annual leave at the earliest regular pay period following termination. Such payment will be based on the employee's rate of pay at the time of termination. It will not include credit for University holidays falling within the terminal pay period.

- b. **Emergency Leave.** A paid leave of up to four consecutive working days for personal emergencies may be granted by a faculty member's supervisor with the concurrence of the Dean and the ~~Vice President for Academic Affairs~~ Provost.
- c. **Military Leave.** Cameron University supports the reserve components of the national defense agencies and the men and women who serve in them. To this end, Cameron University employees who are members of the National Guard or military reserve shall be granted up to twenty calendar days of military leave for active service during any military fiscal year with pay and without any loss of status or efficiency rating. Cameron shall comply with all state and federal law regarding military leave and pay.
- d. **Sick Leave.** The faculty and administration of Cameron University are committed to providing quality educational experiences to the students who attend the University. The University pledges to provide competent and motivated faculty to guide and instruct each course. From time to time, faculty members will be unable to attend class due to personal illness or temporary disability of the faculty member or a member of the immediate family (refer to the Employee Handbook Section 9.3). The employee or his/her representative must provide timely notification to the supervisor upon return to work and must report sick leave on the appropriate forms. In order to accommodate the faculty member's leave requirements while maintaining the University's commitment to its students, Cameron University has instituted a flexible sick leave policy which incorporates the following guidelines:
- 1) Full-time faculty shall accrue sick leave at the rate of one and one-half days per month during any employment period until a maximum of one hundred eighty days shall have been accrued.
 - 2) During illnesses of short duration, generally not exceeding two consecutively scheduled class meetings, classes of the affected faculty member may be dismissed.
 - 3) During illnesses of longer duration, but those that still are temporary in nature, the teaching and other essential duties of a faculty member may be performed by his/her qualified colleagues who agree to do so, with no

reduction in pay for the ill faculty member other than a reduction in sick leave balance and no increase in compensation for those who assume additional duties. This situation shall continue until the department chair or substituting faculty shall conclude it is no longer appropriate.

- 4) If the illness is projected to be of such duration as to require the designation of another person or persons to perform the teaching or other essential duties of a faculty member, the department chair shall formulate and present to the Dean a recommendation for assignment of such duties to existing faculty as overload, or the appointment of adjunct faculty to perform them. The Dean shall consider the recommendation and forward it with any supplemental or contrary recommendation to the ~~Vice President for Academic Affairs~~ Provost, who shall make a final judgment on the matter. During such period, ~~sick leave shall be charged to the ill faculty member and~~ overload or adjunct compensation shall be paid to the substituting faculty according to the approved plan.
 - 5) Sick leave benefits shall be paid at the faculty member's current rate of pay and shall be administered in a non-discriminatory manner. While a maximum of one hundred eighty days may be accrued and available for use, a lesser amount may be used if the faculty member qualifies for long-term disability. Medical certificates may be required from the faculty member in connection with this sick leave policy. Any reciprocity among state institutions required by Oklahoma law shall be allowed.
- e. **Special Leave.** Any faculty member who is called to serve as a juror or who is subpoenaed as a witness in a proceeding in which he/she is not a party shall be granted leave with pay to attend such proceedings. Any fee paid by the court in connection with the appearance may be retained by the employee. This provision shall not apply to faculty members who are parties to litigation, unless as a result of their employment. This provision shall not apply to faculty who are testifying as expert witnesses. In such instances, faculty are required to take paid leave or, with the approval of the President, leave without pay.

9. Other Leaves

Faculty may request adjustment of their status with the University or short-term leaves of no more than four consecutive working days to manage personal affairs by presenting an application to their department chair for consideration. The department chair will evaluate the request and give particular attention to the staffing requirements of the department including the disposition of classes and other duties before making a recommendation to the Dean. The Dean will evaluate the application and the department chair's recommendation and submit a recommendation to the ~~Vice President for Academic Affairs~~ Provost addressing the best interests of the department, the school, any affected students, and the faculty member. The ~~Vice President for Academic Affairs~~ Provost will make a final recommendation on the application to the President. Salary compensation will be adjusted for such leaves or adjustments to status exceeding four consecutive working days and may be adjusted for leaves of lesser duration if the leave results in additional expense to the University.

Family and Medical Leave: Eligible employees may take unpaid family and medical leave in accordance with the Family and Medical Leave Act of 1993, and applicable state law and University policy.

5.9 SUPPORT FOR SCHOLARSHIP AND INSTRUCTIONAL INNOVATION

The University recognizes research and creative/scholarly activities to include the discovery of knowledge, the integration of previously discrete but established facts and concepts, new applications of knowledge, and the scholarship of teaching. The view of the University is that acquisition of knowledge occurs as a result of research, synthesis, practice, and the analysis of teaching and that the University's institutional mission requires all of those facets of scholarship to be supported and rewarded.

1. The Cameron Research and Innovative Instructional Grant Fund; supports research and creative/scholarly activities consistent with the University's mission.
 - a. Cameron Research funding supports projects undertaken by faculty, staff, and faculty-sponsored students to enhance the acquisition of knowledge through research (scholarship of discovery), synthesis (scholarship of integration), practice (scholarship of application), or the analysis of pedagogy (scholarship of teaching). Proposals requesting support for no more than ~~\$250~~ \$500 are reviewed and approved by the Chair of the Cameron University Research Committee and the Director of Academic Research ~~by the Dean of Graduate Studies and approved by the Vice President for Academic Affairs~~. A recommendation from the Research Committee is also required for consideration of grant requests in larger amounts.

Primary consideration will be given to those projects in an academic discipline or program or in conjunction with institutional research and development. Normal academic requirements for a course or a degree will not be funded. Ordinarily, funds will not be approved for travel to professional meetings or to support typing research papers.

- b. Innovative Instructional Grants funding supports efforts by faculty members to improve classroom and laboratory instruction and instructional support services. Proposals requesting support for no more than ~~\$250~~ \$500 are approved by the approved by the Chair of the Cameron University Teaching and Learning Committee and the Director of Academic Research ~~Vice President for Academic Affairs~~. A recommendation from the Teaching and Learning Committee is also required for consideration of grant requests in larger amounts.

Proposals may include equipment purchases and requests for travel, as long as the equipment or travel will directly contribute to the innovative aspects of the project. Standard school/department equipment purchases or faculty development travel, including travel to professional meetings, will not be funded.

2. A faculty member may request release time from his/her regular teaching load in relation to a proposed research project. Requests for release time must be approved by the faculty member's department chair and dean.
3. Faculty, staff and student support funds are also available through Faculty Development grants and through the Cameron University Endowed Lectureships program.

5.10 CONFLICTS OF INTEREST POLICY

A public servant occupies a position of trust and confidence, and the public expects its servants to be above reproach in fulfilling the duties and responsibilities of office. However, in a community as

diverse and complex as that of a modern public university, the pursuit of individual interest may result in conflicts with university interests. It shall be the policy of the University that its Board of Regents, officers, faculty, and employees, hereinafter for the sake of brevity referred to as "individual," avoid these conflicts or even the appearance of such conflicts. The University should serve as the model for ethical conduct. Cameron University strives to exemplify the highest principles of honesty and integrity.

This policy is not limited to outright dishonesty. It is clearly wrong and is a criminal offense to take state property; sell protected information and privileges for one's personal gain; or accept money, gifts, or favors from suppliers. Most conflicts of interest are more subtle, and often only a matter of degree separates an acceptable course of action from an unacceptable one. What follows is intended to provide guidance to individuals so that they can anticipate and avoid situations where personal interests cause a person to act in a way inconsistent with University interests.

The conflicting interests referred to throughout this policy may be direct or indirect. The interest might be that of the individual or that of another, such as a close relative or friend. It may even be that of a business in which the individual or other person has an interest, financial or otherwise, that is likely to or would tend to interfere with the individual's objective performance of public duties.

In determining whether a conflict exists, there is no substitute for common sense and good judgment. The cardinal question is whether one's judgment in official matters may be affected, or appear to be affected, by circumstances of personal interest. In a particular situation, identification of a disqualifying interest must include all the facts, including the individual's position, the action, the impact of that action, the kind and amount of the individual's personal interest, and, in some instances, the kind and amount of the individual's other interest. In case of doubt, an individual should seek clarification from the ~~Vice President for Academic Affairs~~ Provost or his/her designee before acting. Consultation with Legal Counsel also may be desired. Final determination on these types of matters will be made by the President.

1. Statement of Rules

a. Conflicts of Interest.

There are six general areas of concern, which are set forth below.

- 1) Seeking or Accepting Gifts.** No individual shall seek or accept anything of value from others given for the purpose of influencing him or her in the discharge of official duties. Except as provided below, no individual shall accept anything of value from a vendor or contracting party with the University.

To come within this prohibition, the interest must be one incurred by reason of the individual's public position. Normally, this requirement would exclude gifts for purely social reasons; however, if a gift would have a tendency to reflect adversely upon one in the public eye, a conflict of interest will probably arise. Again, one should avoid the appearance of corruption since the public expects a high ethical standard from its public servants.

This rule does not prohibit occasional acceptance of items of nominal value such as plaques, desk calendars, pens or pencils, or examination copies and desk copies of textbooks (generally less than \$50.00) that are not intended to influence the judgment of the employee in the performance of his/her public duties. However, while favors or gifts may be small, they have the tendency

to become reciprocal. If there is ever any doubt regarding the offerer's intent, it is always advisable to decline the favor or gift. Benefits of significant value should be declined or returned with a letter explaining this policy; a copy of the letter should be retained. This rule does not prohibit gifts from within the University community to individuals retiring or leaving the University or who have achieved some special distinction while at the University.

- 2) **Improper Use of Office or Position.** No individual shall knowingly use his/her official position with the University to obtain some special privilege or advantage for himself or another, except as specifically provided by law.

Improper use of position can take many forms. An individual might use influence or coercive power with others to give a friend special consideration or might induce the use of position to obtain preferential treatment with a private business having some connection with that individual.

One frequent problem in this area concerns the use of public property for personal purposes unrelated to the individual's public duties. Charging personal long distance telephone calls to the University, using a University vehicle for personal purposes, or using one's University office to operate a personal business are all examples of improper use.

- 3) **Disclosure of Confidential Information.** No individual shall offer to or in fact give, release, or discuss confidential information obtained by the use of his/her official position to anyone not entitled to that information. Furthermore, no individual may use any confidential information obtained by the use of his/her official position for his/her own personal gain.

This prohibition is intended to protect not only information directly received by the individual but also information which the individual, by the use of some power associated with his/her official position or by virtue of that position, has obtained and offers to or in fact gives to another not entitled to that information. Some of the areas to which this policy pertains include student records, personnel records, proprietary research information, procurement, and others.

- 4) **Commercial Transactions with the University and Other State Agencies.** In general, no individual may sell, offer to sell, or cause to be sold, either as an individual or through any business enterprise in which he/she holds a substantial financial interest, any goods or services to the University or any other agency of the State or to any business licensed by or regulated by the State, unless the contract is preceded by public notice of the University's intent to procure such goods or services and they are procured by competitive bidding, with the individual being determined as the best value bidder.

Whether or not an individual has a "substantial financial interest" in a particular business organization is always a matter that must be determined on a case-by-case basis. One of the most important factors to be considered in interpreting "substantial financial interest" is whether the individual's judgment in official matters may be affected by circumstances of personal interest. Normally, individuals should avoid financial relationships with the University. For example, it would be improper for an individual to approve the

awarding of a contract to a firm of which he/she is a part owner or which employs the spouse or other close relation of the individual connected to the University.

One definition of "substantial financial interest" identifies it as an interest arising from a gift, salary, or other compensation from any individual or business or an interest that could result in a substantial financial gain or loss arising from such interest in a business.

- 5) **Outside Employment or Compensation.** No individual may receive or solicit outside employment or compensation that would impair the independence of judgment of the individual in rendering service as a state employee, unless specifically provided by law.

A person who accepts full-time employment in the University owes his/her first duty and loyalty to the University. Any other employment or enterprise must be understood to be secondary to his/her University work. Notwithstanding this, a faculty or staff member is permitted to have some outside employment, consistent with Board of Regents' policy (*The University of Oklahoma Board of Regents' Policy Manual Section 3.1.7*).

The University expects members of its faculty to pursue continual scholarly development and renewal and to share their professional capabilities for the common interest. The University recognizes that consulting activities may provide good opportunities toward these ends. Individuals are encouraged to devote, within the limits of the current policies of the University on outside employment, a reasonable amount of effort to personal professional activity beyond the professional responsibilities of employment by the University.

Of concern in this area is the relationship of the University with foundations organized to benefit the University. Public servants must not permit their judgment to be clouded by concern over the effect of their actions on foundation goals and priorities. Individuals should not serve as officers for University-related foundations, nor should they receive compensation from such foundations for activities related to the improvement of education in the state. Any activities for which the employee or officer is able to receive extra compensation should be preceded by a contract between the foundation and the University that calls for that compensation to be paid to the University, with the University then paying the employee.

- 6) **Participation in Hearing Panels.** No member of a University hearing or appeals panel, or other committee, council, or the Board of Regents when engaged in judicial proceedings shall participate in the hearing when the panel member has a close professional or personal relationship with any of the principal parties in the matter or with their counsel/representatives. For instance, faculty and staff shall not participate as panel members when the appellant or respondent is a member of their own department or unit or has been a close collaborator, except in the case of appeals panels internal to some units where their rules specifically permit such participation.

- b. **Political Activities.** All citizens of this country have guaranteed rights as individuals to participate in civic affairs. The key phrase is "as individuals." No individual may engage in political activities with the use of state funds, personnel, or property. The

provisions of the Board of Regents policies concerning political activities of faculty and employees govern such activities.

2. Policy Administration

It shall be the policy of the University that if an individual fails to comply with any provisions of this University policy, such failure may be grounds for appropriate disciplinary action. Complaints relating to violations should be reported to the appropriate academic Dean or executive officer. Within sixty days of the implementation of this policy or within sixty days of employment, each individual shall sign a statement that he/she or she has read the policy and is familiar with its contents, and every two years thereafter in the month of December a compliance statement shall be signed by such individual.

An employee for purposes of this policy shall not include part-time employees working less than half-time who are not otherwise eligible for University employment benefits, part-time faculty who are not eligible for University employment benefits, student employees, graduate assistants, or adjunct faculty.

3. Conclusion

No policy can answer all questions that might arise. Whenever an individual is in doubt regarding the propriety of any given situation, he/she should always err on the side of propriety. One should disclose the potential or perceived conflict, seek advice or guidance from the appropriate officer before entering into the activity, and make a record of the matter for future reference and use.

5.11 NEPOTISM

Except as prohibited by the laws of the State of Oklahoma, relationship by consanguinity (blood) or by affinity (marriage) shall not, in itself, be a bar to appointment, employment, or advancement by the University or, (in the case of faculty members,) to eligibility for tenure. The University recognizes, however, that there is an inherent conflict of interest when an employee makes hiring, promotion, or salary decisions about a family member, although there may be extremely rare circumstances when the potential benefit to the University in having an employee supervise a family member outweighs the potential harm.

Therefore, no two persons who are related by affinity or consanguinity within the third degree shall be given positions in which either one is directly responsible for making recommendations regarding employment, promotions, salary, or tenure for the other; nor shall either of two persons so related who hold positions in the same budgetary unit be appointed to an executive or administrative position in that unit or to a position involving administrative responsibility over it, as long as the other person remains in the unit, without first receiving a waiver that has been recommended by the ~~Vice President for Academic Affairs~~ Provost, or the appropriate Vice President, and approved by the President and Board of Regents. In recommending the waiver, the ~~Vice President for Academic Affairs~~ Provost or the appropriate Vice President must make a written statement of the facts that have led him/her to conclude that the benefit to the University in granting the waiver outweighs the potential harm. In addition, the ~~Vice President for Academic Affairs~~ Provost or the appropriate Vice President must propose in writing a means by which a qualified, objective person, unrelated to the employee at issue, shall make performance evaluations and recommendations for compensation, promotion, and awards for that employee and state in writing how that means will avoid the conflict of interest. The statement and proposal for supervision shall be made part of the Board of Regents agenda item. Further, a salary increase above the average increase granted to all University employees in similar positions will not be granted to an employee who has been granted a waiver

under this policy unless it has been approved by the applicable ~~Vice President for Academic Affairs~~ Provost or appropriate Vice President and the President.

It is the responsibility of the head of the budget unit to seek a waiver before offering employment to any person whose employment would violate this policy, and the willful failure to follow this policy may result in disciplinary action against the head of the budget unit. Notwithstanding any other provision of this policy, a conditional hire, prior to approval of the Board of Regents, may be made pursuant to this policy if deemed necessary for legitimate academic or business reasons if justified in writing by the appropriate Vice President and approved by the President. At the next regular meeting of the Board of Regents, the written justification and the conditional hire will be considered by the Board of Regents.

Relatives that are within the third degree of relationship to an employee by consanguinity or affinity include the following: spouse, parent, parent of spouse, grandparent, grandparent of spouse, great-grandparent, great-grandparent of spouse, uncle or aunt, uncle or aunt of spouse, brother or sister, brother or sister of spouse, son or daughter, son-in-law or daughter-in-law, grandson or granddaughter, grandson's or granddaughter's spouse, great-grandson or great-granddaughter, and great-grandson's or great-granddaughter's spouse. For the purposes of this policy, step and half relatives are considered to be related by affinity.

5.12 FACULTY SUGGESTIONS FOR HANDBOOK AMENDMENTS

In order for this Handbook to be a dynamic document, it must be amended from time to time to reflect any changes in relationships within the University. While these amendments may be generated in the usual ways that policies and procedures of the University and Board of Regents are generated, it is important that faculty have a non-exclusive method for suggesting changes. To this end:

1. An amendment to this Handbook may be proposed by written petition of 25 percent of the entire voting membership of the Faculty Senate.
2. Any amendment proposed must be distributed in writing, together with its proposed date of implementation, to all members of the faculty at least ten days prior to its first consideration and discussion at a Faculty Senate meeting.
3. Once a proposed amendment has been presented to the Faculty Senate, it will be discussed at a duly authorized meeting, either regular or special, and may not come up for a vote of approval or rejection by the Senate until a second meeting held not less than twenty nor more than thirty days after the meeting at which it was considered and discussed.
4. When approved by a two-thirds vote of the voting membership present and voting at a duly constituted regular or special meeting of the Faculty Senate, and a two-thirds vote of those faculty members voting in a faculty election, the proposed amendment shall be forwarded for consideration to the University President. If the proposed amendment is to be a Board of Regent's policy, the President shall forward it, upon approval, to the Board of Regents for action.

APPENDIX A

DETERMINATION OF APPROPRIATE ACADEMIC CREDENTIALS

A.1 DOCTORATE, TERMINAL, OR PROFESSIONAL DEGREE

A faculty member with this academic credential holds a doctorate in an area of specialization. Such degrees may include

A.1.1 Doctor of Philosophy

A.1.2 Doctor of Education

A.1.3 Doctor of Musical Arts

A.1.4 Doctor of Business Administration

A.1.5 Doctor of Pharmacy

A.1.6 Juris Doctorate

A.1.7 Doctor of Medicine

A.1.8 Doctor of Veterinary Medicine

A.1.9 Doctor of Nursing

Acceptance of other doctorates or professional degrees (such as the Masters of Fine Arts) must be made by the ~~Vice President for Academic Affairs~~ Provost in consultation with the appropriate Dean. Such acceptance must be specified in the initial written offer of appointment.

Specific degree requirements stated as prerequisite for appointment, promotion, tenure, or other personnel action are met only by possession of an earned degree from a regionally accredited or internationally recognized institution.

A.2 ACCEPTABLE ACADEMIC CREDENTIALS IN ISOLATED, SPECIAL CASES

Institutions of higher education such as the University are necessarily diverse. This diversity exists in educational programs and degrees offered to meet the needs of the clientele served. Diversity of educational programs implies diversity of academic credentials of the faculty within those programs.

In an effort to guide decisions relative to faculty status, the following are presented as examples of acceptable academic credentials that may apply in special circumstances. These examples are as follows:

A.2.1 Artistic Recognition includes, but is not limited to, having works in collections in reputable national museums or regional juried shows; performing a specialty in regional or national recitals; publishing poems, stories, or prose in nationally recognized literary publications; or accomplishing other extraordinary endeavors.

A.2.2 Professional Recognition includes, but is not limited to, publications in recognized professional journals; leadership in learned, scholarly, or professional organizations;



successful experience and regional or national acclaim in technical, managerial, or entrepreneurial circles; recognition in basic and/or applied research; or other extraordinary accomplishments and/or credentials.

A.2.3 Professional Certification must be through a recognized regional or national standard examination or program. Professional certification must include “professional recognition” as described in Section A.2.2 above. Examples of professional certification include, but are not limited to, certified public accountant, certified life underwriter, registered physical therapist, registered nurse, registered dietician, or similar certification of specialized competence.

A.3 HIGHEST DEGREE AVAILABLE OR MULTIPLE MASTER’S DEGREES

Some educational disciplines may not afford the opportunity to faculty to pursue a doctorate, terminal, or professional degree due to rarity of such degree programs. In these isolated cases, faculty will be responsible for holding the highest degree available in their academic specialty in order to be eligible for positions, promotion, or tenure.

In such cases, it may be more appropriate for the faculty to hold or pursue an additional specialized master’s degree. This determination shall be the responsibility of the department chair in consultation with the faculty member and the departmental/school personnel committee. Consultation with the Dean and ~~Vice President for Academic Affairs~~ Provost may also be appropriate.

Non-availability or rarity of an appropriate doctorate, terminal, or professional degree program must be substantiated by the Department Chair.

A.4 SUBSTANTIAL PROGRESS

This implies the completion of a major portion of the work toward a doctorate, terminal, or professional degree. A major portion of the work implies the completion of all required course work or could include completion of all requirements except thesis or dissertation.

Substantial progress towards other acceptable academic credentials shall be dependent upon the credentials in question. The appropriate department chair shall determine the degree of progress, subject to review by the Dean and ~~Vice President for Academic Affairs~~ Provost.

~~A.5 DEFINITION OF RESEARCH AND SCHOLARSHIP~~

~~Research is generally defined as a systematic search for knowledge through active inquiries or investigations carried out by an individual or group that generates new products, knowledge, concepts, skills, methods, or artistic accomplishments. More specific criteria may be determined within each department. For purposes of evaluation of faculty performance, research is equated to other activities comprising the broader category called “scholarship.” (See Section 5.9.)~~

APPENDIX B

B.1 CRITERIA FOR PROMOTION

University continually seeks to build and improve its academic stature. A major mechanism for strengthening the University academically is a sound and consistent promotion policy that demands and rewards faculty academic development. Therefore, eligibility for promotion shall be based upon faculty performance evaluated against criteria in the areas discussed below. Faculty must meet the standards regarding academic credentials, length of service, and teaching effectiveness to be eligible for promotion. Evaluation of the faculty member's performance in the other areas shall be based upon individualized criteria negotiated in the faculty member's Annual Plans approved by the Department Chair and the Dean and based upon the following categories. A recommendation for promotion to a higher rank is based upon the professional judgment of the individuals involved in the evaluation process.

The extent to which years spent on leaves of absence will count to fulfill length of service criteria will be determined by mutual agreement between the ~~Vice President for Academic Affairs~~ Provost and the faculty member prior to the ~~Vice President's~~ Provost's granting of such leaves. Such agreements must be made in writing and placed in the faculty member's personnel file.

B.1.1 For Promotion to Assistant Professor

1. Academic Credentials

To be considered for promotion to Assistant Professor, completion of an appropriate earned doctorate, terminal, or professional degree or other appropriate credentials is necessary. (See Appendix A.)

2. Length of Service

Three years of full-time, ranked teaching experience at Cameron University or at another accredited college or university is required. Promotion may be recommended with a shorter length of service than described above by the department/school personnel committee and/or department chair. Rapid promotion is based upon extraordinary qualifications of the faculty member.

3. Teaching Effectiveness

See Section 4.3.2.1.a for teaching effectiveness criteria

4. Scholarly or Professional Activities

Effective teaching requires active involvement in the intellectual and scholarly developments in the faculty member's area of specialization. To be considered for promotion, the faculty member should give evidence of the following:

- a) Adequate grasp of one's area of specialization;
- b) Continuing efforts to remain abreast of developments in the area of specialization;
- c) Application of current scholarship to teaching;
- d) Membership in appropriate professional organizations; and



- e) Other efforts to continue academic growth.

5. Departmental Service

Faculty involvement in departmental activities besides teaching is required. Departmental service may include, but is not limited to, the following:

- a) Service on departmental committees;
- b) Performance of departmental and/or instructional program administrative duties; and
- c) Development of the departmental or instructional program curriculum and/or courses.

6. University Service¹

Faculty service to the University outside instructional duties may be considered in evaluation for promotion. Such service may include, but is not limited to, the following:

- a) Participation in committees or organizations within the governance structure;
- b) Service on ad hoc or advisory University bodies outside the governance structure;
- c) Performance of special administration functions;
- d) Participation in program and/or curriculum development; and
- e) Service as a representative of the University and external organizations.

7. Community Service²

Community service appropriate for consideration in promotion decisions should be based upon the academic or professional expertise of the faculty member and should reflect favorably upon the University. Such service might include, but is not limited to, the following:

- a) Serving in the faculty member's area of expertise as a consultant, resource person, or researcher;
- b) Giving lectures, serving on panels, performing in creative activities, or otherwise participating in community activities directly related to University functions; and
- c) Serving as the University's designated representative at appropriate community functions.

¹ Activities in these categories may be considered but are not mandatory.

² Ibid.

B.1.2 For Promotion to Associate Professor

1. Academic Credentials

To be considered for promotion to Associate Professor, the faculty member must possess an appropriate doctorate, terminal, or professional degree or other appropriate academic credentials. (See Appendix A.)

2. Length of Service

~~See Section 4.3.3.1.~~ To be considered for promotion to Associate Professor, the faculty member must have completed four years of full time, satisfactory or higher service at the rank of Assistant Professor and five years of full time, satisfactory or higher service as a faculty member in higher education. Promotion may be recommended with a shorter length of service than described above by the department/school personnel committee and/or Department chair. Rapid promotion is based upon extraordinary qualifications of the faculty member.

3. Teaching Effectiveness

The criteria listed in the section on Assistant Professor shall have been met. Additionally, the faculty member shall have achieved recognition by other faculty and students as a superior teacher.

4. Scholarly or Professional Activities

The criteria required for promotion to Assistant Professor shall have been met. The faculty member shall actively participate in professional organizations and engage in research or other scholarly activities. These might include, but are not limited to the following:

- 1) Publication of books, articles, chapters, essays, reviews, or other scholarly efforts;
- 2) Presentation or publication of original productions or creative works before either scholarly audiences or other appropriate forums;
- 3) Participation in academic conferences, meetings, institutes, or other activities;
- 4) Service on statewide committees;
- 5) Consultation with individuals, groups, or organizations utilizing the faculty member's professional expertise; and
- 6) Innovative applications of technology in support of teaching or research.

5. Departmental Service

The types of service listed in the criteria for Assistant Professor shall be considered. The faculty member shall have served in a leadership capacity in appropriate departmental activities and have, when possible, assumed leadership in the design, development, or implementation of new techniques, strategies, courses,

academic programs, degrees, or other academic endeavors.

6. University Service

The types of service listed in the criteria for Assistant Professor shall be considered. The faculty member shall have assumed positions of leadership in the performance of such service.

7. Student Service

Faculty service to students outside of instructional duties should be considered in evaluation for promotion. Such service may include, but is not limited to, the following:

- a) Participation in department or University recruitment activities;
- b) Sponsorship or directorship of student professional organizations;
- c) Sponsorship of student clubs and social organizations; and
- d) Supervision of other organized student activities.

8. Community Service

Participation in the types of community service listed in the criteria for Assistant Professor may be considered.

B.1.3 For Promotion to Professor

1. Academic Credentials

To be considered for promotion to Professor, completion of an appropriate doctorate, terminal, or professional degree is necessary.

2. Length of Service

~~See Section 4.3.3.1.~~ To be considered for promotion to Professor, the faculty member must have completed four years of full time, satisfactory or higher service at the rank of Associate Professor and ten years of full time, satisfactory or higher service as a faculty member in higher education. Promotion may be recommended with shorter length of service by the department/school personnel committee and/or department chair. Rapid promotion is based upon extraordinary qualifications of the faculty member.

3. Teaching Effectiveness

The criteria listed in the section on Associate Professor shall have been met. Additionally, the faculty member shall have made outstanding contributions to instructional programs, curriculum, and/or methodologies.

4. Scholarly or Professional Activities



- a) Evidence of research or appropriate scholarly pursuits shall be documented.
- b) The criteria listed in the sections on Associate Professor shall have been met.
- c) In addition, the following should be considered:
 - 1) Receipt of awards, grants, or fellowships;
 - 2) Appointment or election to positions of leadership within state, regional, or national professional organizations; and
 - 3) Other types of recognition within the faculty member's area of specialization.

5. Departmental Service

The criteria listed in the section on Associate Professor shall have been met.

6. University Service

The criteria listed in the section on Associate Professor shall have been met.

7. Student Service

The criteria listed in the section on Associate Professor shall have been met.

8. Community Service

The criteria listed in the section on Associate Professor shall have been met.

B.1.4 For Promotion to Librarian/Assistant Professor

1. Academic Credentials

To be considered to promotion for Librarian/Assistant Professor, a Master's of Library Science from an American Library Association accredited institution and substantial progress toward meeting the academic credential requirement for promotion to Librarian/Associate Professor are necessary.

2. Length of Service

Completion of three years of full-time service as an academic librarian at an accredited institution(s) of higher education is required.

3. Effectiveness in Duties and Responsibilities

The basic quality that must be evident is the ability to perform at a high professional level in a specific area of responsibility and in other related areas that contribute to the achievement of the goals of the University Library and to the educational, research, and service missions of the University.

Areas of library effectiveness shall include, but not be limited to, the following:

- a) Knowledge of the academic library's function and responsibilities;
- b) Command of duties and responsibilities as specified in assigned job description;
- c) Ability to organize and administer duties and responsibilities clearly, logically, and imaginatively;
- d) Ability to positively stimulate colleagues and promote harmonious working conditions; and
- e) Engagement in scholarly activity.

4. Professional Activities

The term "professional activities" refers to activities directly related to the faculty member's profession. Representative professional activities may include, but are not limited to:

- a) Membership in professional organizations; attendance at professional meetings, conventions, conferences, workshops, or institutes; and active participation therein;
- b) Publishing in or editing professional journals or other publications;
- c) Continuing efforts to remain abreast of developments in the areas of specialization; and
- d) Service on local, state, national, or international commissions, advisory boards, or agencies utilizing professional expertise.

5. University Service

Faculty service to the University shall be considered in evaluation for promotion. Such service may include, but not be limited to, the following:

- a) Participation in committees or organizations within the University;
- b) Service on ad hoc or advisory University bodies outside the governance structure;
- c) Performance of special administrative functions; and
- d) Service as a representative of the University to external organizations.

6. Other Types of Service

Contributions by librarians in the areas of departmental service, community service, and student service shall also be considered.

B.1.5 For Promotion to Librarian/Associate Professor

1. Academic Credentials



To be considered for promotion to Librarian/Associate Professor, possession of an earned doctorate in an appropriate discipline or a second master's degree germane to one's duties and responsibilities may be considered. The ~~Vice President for Academic Affairs~~ Provost and the Director of Library Services shall determine the appropriateness of the second master's degree.

2. Length of Service

Six years of full-time service as an academic librarian at an accredited institution(s) of higher education is required. Promotion may be recommended with a shorter length of service by the Library Personnel Committee and/or Director of Library Services. Normally, more rapid promotion is based upon extraordinary qualifications of the faculty member.

3. Effectiveness in Duties and Responsibilities

Promotion to this rank requires documented evidence of outstanding professional performance and substantial accomplishments in fulfilling all obligations of a librarian. In addition, the faculty member shall have achieved recognition by the faculty and administrators as a superior librarian.

4. Scholarly or Professional Activities

Professional activities described in the criteria for Librarian/Assistant Professor shall be considered. In addition, promotion to this rank requires documented evidence of professional performance through:

- a) Publication of books, chapters, essays, or other scholarly efforts and/or;
- b) Presentation of original productions or creative works before either scholarly audiences or other appropriate forums and/or;
- c) Leadership in library conferences, meetings, institutes, or other professional activities.

5. University Services

The type of service listed in the criteria for Librarian/Assistant Professor shall be considered. In addition to such service, the candidate shall have assumed leadership in committees or organizations within the governance structure of the University.

6. Other Types of Service

Contributions by librarians in the areas of departmental service, community service, and student service shall also be considered.

B.1.6 For Promotion to Librarian/Professor

Promotion to this rank shall require a consistently outstanding level of performance and continued excellence in contributions in all areas of library activities.

1. Academic Credentials



To be considered for promotion to Librarian/Professor, an earned doctorate in an appropriate discipline is necessary.

2. Length of Service

Ten years of full-time academic library service at an accredited institution(s) of higher education is required. Promotion may be recommended with a shorter length of service by the Library Personnel Committee and/or Director of Library Services. Normally, more rapid promotion is based upon extraordinary qualifications of the faculty member.

3. Effectiveness in Duties and Responsibilities

The candidate shall have provided a consistently outstanding level of performance.

4. Professional Activities

Professional activities described in the criteria for Librarian/Associate Professor shall be considered. In addition, the following may also be considered:

- a) Receipt of awards, grants, or fellowships; and
- b) Appointments or elected positions of leadership within state, regional, or national library organizations.

5. University Service

The criteria listed for Librarian/Associate Professor shall have been met.

6. Other Types of Service

Contributions by librarians in the areas of departmental service, community service, and student service shall also be considered.

Cameron University
Sample Faculty Member Evaluation Form:

| | |
|--|----------------------|
| Faculty Member's Name: | Academic Year: _____ |
| <p>Instructions: Department Chair will assign a value of 1 through 5 for each applicable area in each category. Faculty members will be evaluated for the appropriate rank or for promotion to a new rank. The evaluation form will automatically total the number of areas evaluated and calculate the average score for each category.</p> <p style="text-align: center;">Definition for Rating to be Applied:</p> <p>Merit Points</p> <p>(5) OUTSTANDING.....Consistently surpasses requirements. Reflects clearly exceptional performance.</p> <p>(4) VERY GOOD.....Reflects substantially superior performance in meeting stated expectations; contributes significantly toward success of department and University.</p> <p>(3) SATISFACTORY.....Fully meets standard performance requirements for this position.</p> <p>(2) MARGINAL.....Performance is below standard position requirements; improvement is expected.</p> <p>(1) UNSATISFACTORY.....Performance shows significant limitation. If the individual is to continue in the position, substantial and prompt improvement is necessary.</p> | |

| CATEGORY 1. EFFECTIVE CLASSROOM TEACHING (Section 4.3.1.2.a) | Rating |
|---|---------------|
| Mastery of one's subject | |
| Ability to develop and utilize effective teaching methods and strategies | |
| Ability to organize subject matter and to present it clearly, logically, imaginatively | |
| Effective assessment of instruction and revision as necessary | |
| Integrity, fairness, and objectivity in grading or otherwise evaluating students | |
| Recognition by other faculty and students as superior teacher | |
| Made outstanding contributions to instructional programs, curriculum and/or methodologies | |
| Other measurement 1.1: | |
| Other measurement 1.2: | |
| Number of Areas Evaluated Category 1: | 0 |
| Average of Evaluation for Category 1: | 0.0% |

| CATEGORY 2. RESEARCH AND CREATIVE/SCHOLARLY ACTIVITIES (Section 4.3.1.2.b) | Rating |
|---|---------------|
| Continuing efforts to remain abreast of developments in the area of specialization | |
| Application of recent scholarship to teaching | |
| Publication of books, articles, chapters, essays, reviews, or other scholarly efforts | |
| Presentation or publication of original productions or creative works before either scholarly audiences or other appropriate forums | |
| Participation in academic conferences, meetings, institutes, or other activities | |
| Consultation with individuals, groups, or organizations utilizing the faculty member's professional expertise | |
| Innovative applications of technology in support of teaching or research | |
| Other measurement 2.1: | |
| Other measurement 2.2: | |
| Number of Areas Evaluated Category 2: | 0 |
| Average of Evaluation for Category 2: | 0.0% |

Cameron University
Sample Faculty Member Evaluation Form:

| CATEGORY 3. PROFESSIONAL AND UNIVERSITY SERVICE AND PUBLIC OUTREACH (Section 4.3.1.2.c) | Rating |
|--|---------------|
| Departmental: | |
| Availability for and effectiveness in academic advising and directing of students | |
| Service on departmental committees | |
| Performing departmental and/or instructional program administrative duties | |
| Developing the departmental or instructional program curriculum and/or courses | |
| Service in leadership capacity in appropriate departmental activities | |
| When possible, assumed leadership in the design, development or implementation of new techniques, strategies, courses, academic programs, degrees, or other academic endeavors | |
| University: | |
| Participation in committees or organizations within the governance structure | |
| Service on ad hoc or advisory University bodies outside the governance structure | |
| Performance of special administration functions | |
| Participation in program and/or curriculum development | |
| Service as a representative of Cameron University to external organizations | |
| Assumed positions of leadership in the performance of such service | |
| Profession and Public Outreach: | |
| Service in the faculty member's area of expertise as a consultant, a resource person, or a researcher | |
| Giving lectures, serving on panels, performing in creative activities, or otherwise participating in community activities directly related to University functions | |
| Membership in appropriate professional organizations | |
| Serving as the University's designated representative at appropriate community functions | |
| Service on statewide committees | |
| Student: | |
| Participation in department or University recruitment activities | |
| Sponsorship or directorship of student professional organizations | |
| Sponsorship of student clubs and social organizations | |
| Supervision of other organized student activities | |
| Other measurement 3.1: | |
| Other measurement 3.2: | |
| Number of Areas Evaluated Category 3: | 0 |
| Average of Evaluation for Category 3: | 0.0% |

APPENDIX D

~~SCHOOL OF GRADUATE STUDIES~~ GRADUATE PROGRAMS

D.1 GRADUATE FACULTY REQUIREMENTS

D.1.1 Faculty must meet three criteria in order to be appointed and retained as permanent graduate faculty members. They must have:

- a. An earned doctorate or other appropriate terminal or professional degree from a college or university accredited by a regional accrediting agency;
- b. An appointment at the rank of Assistant Professor or above; and
- c. Conducted specific forms of scholarly activities in the past five years.

In fulfillment of this final standard, faculty must have:

- 1) Published a book, chapter, essay in a book, or monograph;
- 2) Published or have article(s) accepted for publication in juried (refereed) journals;
- 3) Presented one or more papers at juried professional conferences or meetings;
- 4) Reviewed manuscripts or books at the request of journal editors or publishers;
- 5) Obtained one or more grants from external agencies;
- 6) Participated in performing arts or fine arts activities that have been approved under the auspices of peer review;
- 7) Designed curriculum;
- 8) Designed a development project or instructional development project that has been subjected to public or peer review; or
- 9) Demonstrated scholarship throughout their careers and involvement in current scholarship activities relevant to their disciplines.

D.1.2 Temporary appointment to the Graduate Faculty may be made for persons who have the expertise in an area that qualifies them to teach a graduate-level course, which expertise shall be defined by graduate faculty at the department or school level.

D.2 GRADUATE FACULTY SELECTION

Appointments to the Graduate Faculty are approved by the ~~Vice President for Academic Affairs~~ Provost following favorable recommendation of the appropriate department chair, Dean, and the Graduate Council. Appropriate faculty counsel shall be obtained at the department or school level. Temporary members are approved by the ~~Vice President for Academic Affairs~~ Provost following favorable recommendation by the Graduate Council ~~appropriate department chair and Dean.~~

D.3 RESPONSIBILITIES OF GRADUATE FACULTY

D.3.1 A permanent member of the Graduate Faculty shall be eligible to:

- a. teach graduate courses;
- b. advise graduate students;
- c. supervise graduate research;
- d. serve on a thesis committee and serve as a thesis director;
- e. be elected to and vote for members of the Graduate Council;
- f. hood Master's degree candidates during Commencement week;
- g. participate in University, school, and department graduate governance; and
- h. serve on graduate advisory committees in the school.

D.3.2 A temporary member of the Graduate Faculty shall be eligible to teach graduate courses subject to the recommendation of the department chair and Dean.

D.4 DUTIES OF THE CHAIR OF THE GRADUATE COUNCIL ~~DEAN OF THE SCHOOL OF GRADUATE STUDIES~~

D.4.1 Among the duties of the Chair of the Graduate Council ~~Dean of Graduate Studies~~ shall be

- a. coordinating graduate programs among the respective schools;
- b. serving as the presiding officer of the University-wide graduate faculty and the Graduate Council;
- c. serving as the administrative and communications officer among the Administration, the Graduate Faculty, and the Graduate Council;
- d. working with the academic schools and departments and the Graduate Council in planning new graduate programs and courses, in recommending changes in existing programs and courses, and in preparing schedules of graduate offerings;
- e. making decisions regarding admission to, retention in, and completion of the requirements of graduate study and recommending the conference of graduate degrees;
- f. having principal responsibility for collecting and maintaining appropriate records;
- g. ~~supervising the preparation, submission, and expenditure of the school budget;~~
- h. ~~supervising the school's inventory and managing its facilities, equipment, and personnel;~~

- i. administering University policies, procedures, and regulations regarding graduate programs, courses, and degrees; and
- j. fulfilling other responsibilities as assigned by the ~~Vice President for Academic Affairs~~ Provost.

~~D.5~~ Each school offering a graduate program shall have a member of the Graduate Faculty serving as the Graduate Coordinator. The Dean of the school recommends an appointment to the position of Graduate Coordinator to the Vice President for Academic Affairs. The appointment must be subsequently approved by the President.

D.5.1 Among the duties of the Graduate Coordinator shall be:

- ~~a.~~ serving as the administrative and communications officer among the Administration, the Graduate Council, the Graduate Faculty in the school, the appropriate Dean(s) and department chair(s), and graduate students enrolled in graduate programs offered by the school;
- ~~b.~~ working with the appropriate academic departments, the Dean(s), the department chair(s), the Graduate Faculty, and the Graduate Council in planning new graduate programs and courses to be proposed by the school, in evaluating and recommending changes in existing programs or courses, and in preparing schedules of graduate courses;
- ~~c.~~ making recommendations regarding admission to, retention in, admission to candidacy in, and completion of requirements of graduate degrees offered by the school;
- ~~d.~~ having responsibility for collecting and maintaining records regarding students enrolled in graduate programs offered by the school;
- ~~e.~~ making recommendations to appropriate administrators regarding budgetary matters of the graduate program;
- ~~f.~~ serving as, or designating another graduate faculty member from the school to serve as, the academic advisor for graduate students enrolled in graduate programs offered by the school (In this capacity, the Graduate Coordinator or the designated substitute shall approve a graduate student's plan of study and course schedules.);
- ~~g.~~ recommending to the Dean and the department chair that such committees be created as shall be deemed necessary and desirable to provide appropriate counsel regarding the graduate program; and
- ~~h.~~ fulfilling other responsibilities as assigned by the Dean of the appropriate school.

D.6 GRADUATE COUNCIL

The Graduate Council shall be the body that makes recommendations concerning policies, procedures, and regulations within the University on all matters pertaining to graduate studies.

D.6.1 The Graduate Council shall:

- a. formulate and forward to the Provost ~~Dean of Graduate Studies~~ recommendations regarding aims, objectives, plans, policies, procedures, and regulations relative to the University's graduate programs;
- b. recommend to the Provost ~~Dean of Graduate Studies~~ policies, procedures, and standards governing development, evaluation, and modification in graduate curricula, including the addition or deletion of courses and programs;
- c. formulate and forward to the Provost ~~Dean of Graduate Studies~~ recommendations regarding policies, procedures, and regulations for admission to, retention in, and completion of graduate degree programs;
- d. serve as an appeals committee for actions resulting in the dismissal of a student from the Graduate School;
- e. review and make recommendations to the Provost ~~Dean of Graduate Studies~~ concerning the periodic evaluation of graduate faculty;
- f. make recommendations and give advice to the Provost ~~Dean of Graduate Studies~~ on other matters of concern to graduate education at the University; and
- g. create such committees as the Council shall deem appropriate.

D.7 GRADUATE COUNCIL MEMBERSHIP

D.7.1 Elected members shall be chosen as follows:

- a. Each school that offers a graduate course shall be entitled to elect one voting member to the Graduate Council, and each school that offers a graduate degree program shall be entitled to elect an additional voting member to the Graduate Council. The schools shall develop election procedures to insure broad representation of as many academic departments that participate in graduate programs as possible.
- b. Members of the Graduate Faculty may vote for representatives on the Graduate Council.
- c. Members of the Graduate Faculty are eligible for election to membership on the Graduate Council.
- d. Each elected member shall serve for three years with a drawing of lots to determine one-year, two-year, and three-year terms in the initial Graduate Council. This will provide staggered terms of office.
- e. Vacancies caused by resignation, leave, illness, or other circumstances shall be filled by election in the school with the vacancy. The newly-elected member will serve the remainder of the unexpired term.
- f. Elections shall coincide with the elections of the University faculty governance structure.

D.7.2 Graduate Student Members

~~Two graduate students shall be nominated by the Dean of Graduate Studies~~ One graduate student shall be nominated by each Dean of a School with at least one graduate program and shall be confirmed by a majority vote of the Graduate Council. Only graduate students who are officially enrolled in a degree program and one or more courses leading to the completion of that degree shall be eligible. Student members shall serve with voting privileges for one-year terms and may serve for more than one term. The ~~two~~ student members shall be pursuing graduate degrees in different schools.

D.7.3 The Chair of the Council

~~The Dean of Graduate Studies shall be the~~ Provost will appoint the Chair of the Council from the ranks of the Deans of the Schools with at least one graduate program. The Chair of the Council may vote only in the event of a tie vote by the Council. ~~In the absence of the Dean of Graduate Studies, the Graduate Council shall elect a Temporary Chair. If the Temporary Chair would otherwise be entitled to vote, election to the position of Temporary Chair shall not result in the loss of the voting privilege.~~

D.7.4 Attendance

Any member of the Graduate Council who shall miss three meetings in any academic year shall be deemed to have forfeited the office, which shall automatically be vacated. Upon such occurrence, the Chair of the Council shall notify the Dean of the affected school and request that the school's Graduate Faculty elect a new representative.

D.7.5 Administrative Support

The Office of the ~~Dean of Graduate Studies~~ Academic Affairs shall provide such administrative support for the Graduate Council as shall be appropriate.

D.8 GRADUATE COUNCIL MEETINGS

D.8.1 Meetings shall be held as needed during the year.

D.8.2 A quorum shall consist of a majority of the voting members of the Council.

D.8.3 Business of an emergency nature can be brought before the Graduate Council at any meeting if a majority of the voting members present vote to consider the issue.

~~**D.8.4** The Chair of the Graduate Council shall appoint a member to act as Parliamentarian, and all meetings shall follow Robert's Rules of Order.~~

D.9 GRADUATE COUNCIL ACTIONS

D.9.1 Each member of the Graduate Council shall be sent a copy of the Council's agenda before its meetings and copies of the Council's minutes afterwards. Permanent minutes and records of the Council shall be maintained ~~in the Office of the Dean of Graduate Studies~~ by the Chair.

D.9.2 Members of the Graduate Faculty, Deans of schools, and department chairs participating in graduate programs may, with the permission of the Chair or majority of the Council, offer information in the discussion of business before the Council or offer information for the Council's consideration.



D.9.3 Items of business before the Graduate Council shall be passed if a majority of the voting members present vote favorably.

~~**D.9.4** A recommendation or action by the Graduate Council shall not take effect until at least thirty calendar days after the meeting at which the recommendation or action was taken, unless a two-thirds majority of the voting members of the Graduate Council shall approve an emergency clause specifying an earlier effective date for a specific recommendation or action.~~

APPENDIX E

BENEFITS AND GENERAL INFORMATION

E.1 GENERAL INFORMATION

Included in Appendix E are descriptions of benefits provided faculty by Cameron University, together with other general information. Since many of the items, such as group insurance, are highly technical and may change from year to year, the descriptions will be general in nature. Appendix E is therefore informational and not contractual.

E.2 INSURANCE

E.2.1 Group health, accident, and major medical insurance is purchased for all full-time faculty by the University. In addition, faculty may purchase similar insurance for dependents ~~through~~ through a payroll deduction plan. A more detailed description of the insurance coverages is available through the ~~Business~~ Human Resources Office.

E.2.2 Term life insurance is also purchased for all full-time faculty by the University. Faculty may purchase similar insurance for dependents through a payroll deduction plan. A more detailed description of the insurance coverages is available through the ~~Business~~ Human Resources Office.

E.2.3 The University also purchases long-term disability insurance for all full-time faculty members. The description of insurance coverages will include long-term disability.

E.2.4 In addition, the University maintains other types of insurance that may afford coverages for faculty acting on behalf of the University in the performance of their duties. Specific questions as to these coverages should be addressed to the ~~Business~~ Human Resources Office.

E.3 OKLAHOMA TEACHERS RETIREMENT SYSTEM

Each year the Board of Regents, acting upon the recommendation of the University administration, determines the amount of the mandatory contribution, if any, that the University will make to the Oklahoma Teachers Retirement System on behalf of individual faculty members. ~~The amount of any such contributions will be contained in the statement of benefits that accompanies the annual letter of appointment.~~

E.4 PAYROLL CHECKS AND DEDUCTIONS

Payroll checks ~~will be provided by direct deposit. may be picked up at the Business Office on the first day of the month following the month in which services were performed, except when the first day falls on a University holiday or weekend. In such case, the checks may be picked up on the first working day after the holiday or weekend.~~ Payroll deductions are allowed in accordance with state statutes, and specific questions concerning them should be addressed to the ~~Business~~ Human Resources Office. The State Treasurer's office provides a direct deposit service for all employees.

E.5 FACULTY DISCOUNTS

E.5.1 Full-time faculty may enroll in up to two courses during any academic term at one-half of the regular enrollment fee. Further, full-time faculty may enroll in any course offered by the

Department of Educational Outreach at one-half the regular fee and may enroll in any non-credit offering of the Department of Educational Outreach at seventy-five percent of the regular fee.

- E.5.2** The Cameron University Bookstore grants discounts on textbooks, certain other books (excluding paperbacks and magazines), supplies, and gifts purchased by faculty and their dependents. The Bookstore Manager can provide information on current discounts and procedures. Free or discounted tickets to University-sponsored events are available for full-time faculty and their dependents.

E.6 COMPUTER SERVICES

Cameron University encourages faculty utilization of computing services for instruction and research. Information Technology Services provides hardware, software, and communications and operational systems, along with consultation training and maintenance services, for instructional and research activities. Some commercial firms also make hardware and software available to faculty at reduced prices. For information, faculty should contact the Information Technology Services.

E.7 OFFICE AND PARKING FACILITIES

An office and reserved parking facilities are provided to all full-time faculty members. Office equipment is not available for personal use and may not be removed from the campus without prior authorization. Faculty are responsible for any University equipment assigned for their use and must surrender the same upon termination of employment. Two reserved parking decals are issued to each full-time faculty member, teaching assistant, graduate assistant, or part-time faculty member without charge. Additional permits may be purchased from the Department of Public Safety.

E.8 TRAVEL

From time to time, faculty may travel in connection with their duties performed on behalf of Cameron University and will be reimbursed for expenses incurred in connection with the travel according to Oklahoma Statutes and University policies. Prior approval is required for all travel and must be requested on University forms. Specific information regarding travel should be sought from the appropriate department chair or from the Business Office.

E.9 COMMUNICATION

- E.9.1** Long-distance telephone calls involving University business may be made from telephones that have such clearance. Authorization for long-distance clearance for individual telephones must be requested through the department chair and Dean. Long-distance calls are charged to the billing number of the appropriate academic school or department.

- E.9.2** A sub-station of the U.S. Post Office which offers services ordinarily available at regular post offices is maintained in the ~~Davis Student Union~~ McMahon Centennial Complex. Outgoing U.S. Mail and campus mail are picked up and delivered twice daily at each academic department.

APPENDIX F

THE APPEAL OF A FINAL GRADE

Only under certain conditions will a formal grade appeal be granted to a student who believes a grade was arrived at improperly or unfairly. The only basis for an appeal is whether the student's final grade was assigned fairly within the grading system adopted by the faculty member. The subjective or qualitative judgment of a faculty member cannot be challenged. For example, a grade received on a paper cannot be appealed. Only factual and objective elements of a student record are within the scope of an appeal.

It must be stressed that an appeals committee will make no effort to establish whether a grading system is academically sound; rather it will attempt to establish whether an instructor's grading practices and procedures were followed consistently and accurately when determining the student's final grade. All other instances of conflicts over grades must be resolved at the departmental levels.

The student who wishes to contest a grade should first make an effort to discuss the matter with the instructor concerned and make every attempt to resolve the problem concerning the disputed grade. If, however, there is no satisfactory resolution, and the student wants to pursue the issue, he should consult the appropriate department chair or the division head if the department chair is directly involved in the grievance, who will invite the instructor to a conference regarding the matter with the student. If the faculty member does not attend the conference, or if it is determined that the grade should remain as recorded, and the student remains dissatisfied, he must initiate a formal request for an appeals hearing prior to the end of the first regular semester following the semester during which the course was taken.

F.1 TO INITIATE A FORMAL APPEAL THE STUDENT SHALL DO THE FOLLOWING:

- F.1.1** Make a written request to obtain a copy of a grade appeals form from the Office of the ~~Vice President~~ for Academic Affairs, and
- F.1.2** Return the completed appeals form to the Office of the ~~Vice President~~ for Academic Affairs, which will send a copy to the instructor, the department chair, and the Chair of the University Academic Appeals Committee.

The Chair of the Academic Appeals Committee will appoint a member of the Academic Appeals Committee to serve as Chair and voting member of the grade appeals committee who hereafter is designated by this title. The Secretary shall be elected from within the grade appeals committee. The committee will serve for one full academic year.

At the beginning of the fall semester of each year, the Chair of the Academic Appeals Committee will appoint the Chair of the grade appeals committee and will, by lot, appoint a committee from the appropriate areas. In addition to the Chair, the committee shall be composed of the following members:

- Two faculty members from Academic Appeals Committee.
- One member from Faculty Senate.
- One member chosen from the faculty-at-large.
- Three members from the Student Government Association.

The Chair of the grade appeals committee will schedule the date, time, and place of the appeals hearing; and the secretary will send a written notification of this information to the student, the faculty member, and the committee members involved. The hearing must be scheduled within 15 class days following the date on which the grade appeals committee Chair received the request by the student for a formal hearing if in the judgment of the Chair

of the grade appeals committee the criteria for a formal appeal have been met. The Chair has the authority to determine if postponements are justified. If he determines that the postponement is not justified, the Chair can proceed with the hearing, even though one or both parties are not present for the hearing. The hearing shall be a closed meeting at the request of either the faculty member or the student involved.

If a student or faculty member of the grade appeals committee is in any way actively involved in the grade appeal, that member shall be declared ineligible to serve and shall be replaced by an alternate representing the same body. Also, any vacancies on the grade appeals committee will be filled in the same way.

Normally, the grade appeals committee will meet when necessary during the fall and spring semesters. However, special meetings during the summer session can be held if deemed necessary by the Chair of the Academic Appeals Committee and/or the Provost ~~Vice President for Academic Affairs~~.

F.2 PROCEDURES GOVERNING THE APPEAL HEARING AND THE RECOMMENDATIONS

F.2.1 If the faculty member is no longer associated with Cameron University, then the department chair is authorized to act in his absence. However, the faculty member will be given an opportunity to make written responses before a hearing is scheduled.

F.2.2 Both the faculty member and the student must be given the opportunity to be present at any time information relating to the appeal is being orally presented to the grade appeals committee.

F.2.3 Neither the faculty member nor the student may present information which reveals the grades by name of other students unless the written permission of those students has been obtained.

F.2.4 The student and the instructor will be given an opportunity to personally state their cases, present witnesses and comments, and question the other party or parties and their witnesses, if any.

However, the committee shall have no power to require information which is not voluntarily presented to the committee except the work of the student in the class for which the grade is being appealed.

F.2.5 A quorum shall consist of five members plus the Chair. Following the presentation of information by all parties involved, the grade appeals committee may, at its option, excuse all parties to the dispute prior to beginning its deliberations.

F.2.6 The grade appeals committee can recommend either of the following:

- a.** The grade as given by the faculty member is appropriate and should not be changed.
- b.** The grade is inappropriate and should be changed to the grade approved by a two-thirds majority vote of committee members present. All committee members present are required to vote. After receiving notice from the Grade Academic Appeals Committee chair, the Registrar will initiate the appropriate procedure for the grade change.



The secretary of the grade appeals committee is responsible for forwarding the written recommendation of the committee to the Provost ~~Vice President for Academic Affairs~~, the faculty member, the department chair, and the student.

The committee's written recommendation must include grounds for its decision and have the approval of a majority of the members present. All voting members must sign the recommendation, but a minority may attach a statement of reservations or a dissenting opinion.

APPENDIX G

FACULTY GRIEVANCE PROCEDURES FOR CAMERON UNIVERSITY

G.1 POLICY

It is the policy of Cameron University that all full-time and part-time members of the University faculty, including those holding temporary appointments, who have a good faith grievance as defined herein, may follow the grievance procedures for Cameron University. Persons holding a joint appointment as both a University faculty and staff member shall use the grievance procedure germane to the nature of the complaint; e.g., if the grievance is relevant to one's work assignment as a member of the faculty, the faculty grievance procedure shall be utilized.

G.2 DEFINITIONS

G.2.1 Complaint. A complaint is a faculty member's timely informal expression of dissatisfaction with aspects of his/her employment which are outside of his/her control.¹

G.2.2 Grievance. A grievance is a timely formal complaint relating to administrative personnel decisions specifically and directly related to ~~appointment, reappointment,~~ promotion, tenure, work assignments, ~~reassignment,~~ retirement, safety, ~~freedom from sexual harassment,~~ or disciplinary actions which has not been resolved to the satisfaction of the faculty member after informal discussion of the complaint through regular administrative channels.

Refer to the Employee Handbook for policies and procedures related to grievances and complaints for harassment, including sexual harassment, and discrimination.

A faculty member who has a grievance may protest decisions relating to his/her case in one of the following two manners: The faculty member may utilize the "Faculty Grievance Procedures for Cameron University" or may pursue an administrative route by appealing to his/her Dean and subsequently to the ~~Vice President for Academic Affairs~~ Provost and the President.

The faculty member shall exercise his/her option of appeal route by notifying, in writing, the Chair of the Faculty Senate, his/her department chair and Dean, and the ~~Vice President for Academic Affairs~~ Provost that a grievance will be pursued and by informing these parties of the procedural route that the faculty member has chosen. The written grievance must state whether the faculty member believes illegal discrimination due to race, color, gender, national origin, religion, age, political beliefs, or qualified disability is involved. Once the faculty member initiates the grievance with the ~~Vice President for Academic Affairs~~ Provost (administrative route) or with the Chair of the Faculty Senate (grievance procedure route), then he may not change to the other route.

Where there is doubt or disagreement about whether a concern involves a grievable topic, the issue shall be conclusively decided by the ~~Vice President for Academic Affairs~~ Provost after consultation with an attorney in the Board of Regents' Office of Legal Counsel.

G.2.3 References to Gender. Any use of grammatical gender references shall be interpreted as applying equally to males and females.

¹Complaints and grievances must be submitted within the time requirements of these procedures.

G.2.4 Faculty Member. For the purpose of creating grievance committee panels only, a faculty member is a full-time employee who holds academic rank at Cameron University and who is not formally assigned to administrative duties as more than 25 percent of his/her job assignment.

G.2.5 Academic Calendar. For the purpose of this document, "Academic Calendar" refers to the time when a University semester or summer session is in session.

G.3 PROCEDURES

G.3.1 Attempts to Resolve Complaints. A complaint should be brought to the attention of the faculty member's immediate unit supervisor, and if it is not resolved at that level, it should be referred to higher administrative levels according to the established procedure of the school. Complaints unresolved administratively that solely involve harassment based on race, ethnicity, or gender, or discrimination because of race, national origin, gender, color, age, religion, disability, or status as a veteran must be filed with the Equal Opportunity Officer. Complaints not related specifically or exclusively to a department may be brought to the attention of the Faculty Senate Chair. Complaints relating to possible grievances that have not been resolved by informal discussion with appropriate administrators may, on the recommendation of the Faculty Senate Chair, be presented to an informal review committee. Complaints related to specific personnel action decisions must be presented to the Chair of the Faculty Senate within 60 calendar days of the date when the faculty member was notified of the action.

G.3.2 Informal Review Committee. The informal review of referred complaints shall normally be of a committee composed of three past Chairs of the Faculty Senate, only one of whom may have primarily administrative duties. The Chair of the Faculty Senate shall choose the committee members by lot from among the former Chairs currently on campus. If an insufficient number are reasonably available, the Faculty Senate Chair may use discretion in making appropriate appointments to the committee. The review committee shall attempt to resolve the referred complaint and shall report to the Chair of the Faculty Senate within 15 working days of its formation (based on the academic calendar). For complaints that involve alleged discrimination, the Equal Opportunity Officer shall be advised and shall normally serve as the fourth member of this review committee. The Chair of the Faculty Senate shall consult with the complainant about the results of the informal review and shall inform the complainant of the opportunity to make a written request for a grievance hearing that must be filed within 15 working days of notification of the results of the internal review (based on the academic calendar).

G.3.3 Grievances. If informal discussion fails to resolve the complaint, or if the Faculty Senate Chair determines that an informal review committee is not appropriate, the complainant may request in writing that the Chair of the Faculty Senate form a grievance committee. This request must be submitted within 15 working days (based on the academic calendar) of either (a) the conclusion of the informal review or (b) the date the Chair declined to select an informal review committee. To insure the rights of the individuals involved, the Chair will provide both the complainant and the person against whom the complaint was made with copies of written policies and procedures relating to the grievance.

G.3.4 Information to be Contained in Written Grievance Request. Any written request for grievance adjudication, regardless of the nature of the grievance, shall not be considered unless it contains the following information: (a) a clear, detailed statement of the grievance and a statement describing the specific supporting evidence; (b) the specific remedial action

or relief sought; (c) a brief summary of the results of previous discussion on the issues involved; (d) a statement of reasons by the complainant for his/her dissatisfaction with previous attempts at resolution of the grievance; (e) a statement that illegal discrimination is, or is not, alleged. To facilitate a review of the grievance, it is strongly suggested that the request be typed, double-spaced, signed, and presented in the sequence stated above.

G.3.5 Formation of a Grievance Committee. Within 10 working days (based on the academic calendar) of the acknowledged receipt of a written request for the formation of a grievance committee, the Chair of the Faculty Senate shall select a grievance committee by random choice from the established panels. Both parties to the grievance shall be notified of the time and place for selection of the grievance committee, and each shall have the right to be present during the selection.

G.3.6 Establishment of Panels for Formal Hearing. Panels from which members of the grievance committee are to be selected shall include all full-time faculty members as follows:

- a. Professors
- b. Associate Professors
- c. Assistant Professors
- d. Ranks below Assistant Professor
- e. Males
- f. Females
- g. Members of Traditionally Under-represented Racial and Ethnic Groups

G.3.7 Composition of a Grievance Committee. The grievance committee shall consist of five members, chosen at random, consisting of one member from each of two panels to which the grievant belongs, and three additional members who must be tenured faculty--one Professor and two Associate Professors--chosen without regard to race or gender. If the grievant belongs to more than two panels, he may select the two panels from which the members are to be chosen. The grievant and the other parties involved in the grievance shall each be allowed to challenge one selection for the committee without showing cause (peremptory challenge) and any other selection for cause. Challenges may be made after a full potential committee has been selected. The Chair of the Faculty Senate shall rule on the validity of challenges for cause. Members of the department involved in the grievance shall not be eligible to serve on the committee.

G.3.8 Grievance Consultant. At any step in the grievance procedures, the Chair of the Faculty Senate or the Equal Opportunity Officer who may become involved if discrimination is alleged, may be requested by either or both parties to the grievance or by the grievance committee to serve as a consultant in an advisory capacity without the power of decision in the grievance matter.

G.4 HEARINGS AND REPORT

G.4.1 Chair. Normally, the Chair of the grievance committee shall be the faculty member with the greatest number of years of service at Cameron University. However, the committee may depart from this procedure for reasons it deems sufficient, provided the Chair is selected

from among the members of the committee. The Chair shall schedule a hearing at the earliest convenient time when all affected parties can be present.

G.4.2 Responsibility for Serving on Committee. All members selected shall be expected to serve on the committee except in cases of illness, necessary absence from the campus, service on a grievance committee in the current or immediately preceding academic year, or other extreme hardship. The Chair of the Faculty Senate shall decide whether a chosen committee member should be excused from service and must replace such a member by the same procedure used for the original selection. Members of the grievance committee shall commit themselves to observe procedures consistent with fairness to all parties concerned; for example, the committee members shall not discuss the case with anyone outside of the hearings and shall not be influenced in making a decision by any consideration other than the evidence presented to them in meetings in which all affected parties are present. In the event of serious illness, necessary absence, or extreme hardship on the part of a member of the grievance committee during the course of the hearing, the Chair of the Faculty Senate may at his/her option or at the request of the grievant select a replacement by the same procedure used to select the original panel. In the event a committee member is replaced in the course of the hearing, his/her successor shall review the record of the proceedings to become familiar with the positions of the parties and their evidence.

G.4.3 Attendance at the Hearings. The grievance committee shall invite the grievant and the person against whom the grievance is filed to all hearings. Attendance at the hearings shall be limited to persons who have an official connection with the case, as determined by the Chair of the grievance committee. The grievant and the person against whom the grievance is filed may each choose to be accompanied by an advisor, a colleague, a friend, or legal counsel. If either party is to be accompanied by legal counsel, the Chair of the committee shall be notified at least five working days prior to the meeting and shall notify the other party as soon as possible. The committee may request legal assistance from the University. Others whose participation in the hearing is considered essential in order to assist the committee in establishing the facts of the case shall appear before the committee where they will remain only long enough to give testimony and to answer questions of committee members. The Chair shall designate a recorder for the proceedings, subject to approval by both principals.

G.4.4 Rules of Procedure for Hearing. The committee and those persons directly involved in the grievance may call witnesses, present statements, and in a structured manner ask questions of each other and of the witnesses, except that only procedural questions may be addressed to committee members after the committee is selected. Although one or both of the principals may be accompanied by a colleague or counsel, the principals shall normally be responsible for presenting their own case. The committee shall have immediate access to all relevant non-confidential documents and other materials but shall consider as evidence only those materials, including testimony, to which all of the principals to the grievance have been afforded access. The grievance committee shall set forth the rules of procedures for the hearing, usually within the guidelines and suggested format set forth below. The Chair may, for good cause and with the concurrence of a majority of the entire committee, authorize deviation from the guidelines or format, in which case the principal parties shall be notified. Guidelines are as follows:

- a.** The grievant shall be heard first in all phases of a grievance hearing and shall be primarily responsible for the presentation of his/her position.

- b.** Counsel or representative may advise the principals but shall not be permitted to testify or cross-examine.
- c.** A reasonable time limit should be established for opening and closing statements and shall be announced prior to or at the outset of the hearing.
- d.** Length of hearing sessions may be established in advance; every effort should be made to conduct the hearing as expeditiously as possible, with equal fairness to both parties.
- e.** The principal parties shall provide the Chair with the names of potential witnesses at least 48 hours prior to the hearing. The Chair shall be responsible for determining the time when the witnesses will appear before the committee. The principal parties shall be responsible for informing their own witnesses of this scheduled appearance.
- f.** After primary witnesses for both parties have been heard, such witnesses may be recalled for additional questioning if requested by either party or by the grievance committee. The committee may call new witnesses whose testimony it deems relevant or helpful.
- g.** All testimony and other evidence pertaining to the grievance shall be held in strict confidence.
- h.** Only evidence relevant to the grievance may be introduced. Questions of relevance shall be decided by the Chair.
- i.** The administration will attempt to secure the cooperation of witnesses and will make available to the committee necessary documents and other evidence within its control. No employee of the University, regardless of position, shall be excluded or excused from appearing before the committee if called, unless good cause can be shown.
- j.** Procedures recommended by the American Association of University Professors are recognized as general guidelines for conducting investigations in connection with renewal or non-renewal of faculty appointments, to the extent that they are in consonance with the procedures stated herein.

G.4.5 Record of Proceedings. A confidential tape recording of the grievance hearings shall be made and will be accessible to the principal parties involved, the committee, the President or his/her designee, and members of the Board of Regents (and authorized representatives of any of the above) on a "need to know" basis. Either party to the grievance may request that the committee endeavor to provide a typed transcript of the testimony. The cost of preparation of such a transcript shall be paid by the party making the request. After the report of the grievance committee has been prepared, the tapes and relevant material will be sealed and preserved by the Office of the President. Such materials shall be destroyed after five years unless one or both parties submits a written request to the President offering acceptable reasons for preserving such documents.

G.4.6 Right to Withdraw Grievance. At any point in the proceedings prior to the time at which the committee reaches its final decision, the grievant may withdraw any portion or all of the grievance with the consent of the committee. In all cases in which the grievance is withdrawn with the consent of the committee, the grievant shall not have the privilege of reopening the same grievance under these grievance procedures at any time in the future.

G.4.7 Procedures for Reviewing Testimony Presented and Reporting Findings. The committee shall prepare its report, specifically citing the evidence upon which its decision was based. The written report will contain (a) a statement of the purpose of the hearing, (b) a description of issues considered, (c) findings of fact, and (d) recommendations. The grievance committee shall make its report to the President or his/her designee with copies to the principals. The Chair of the grievance committee shall inform the Chair of the Faculty Senate that the report and recommendations of the grievance committee have been submitted to the President. If the recommendations are adverse to the grievant, he shall have five working days (based on the academic calendar) from the date the report is submitted to the President within which he may submit in writing for consideration any specific objections he may have regarding the adequacy of the processes used by the committee in arriving at its conclusions. The committee shall make available to the President, upon request, a summary of the testimony and other evidence presented.

G.4.8 Final Decision. The President or his/her designee shall give the final decision in writing to the Chair of the Faculty Senate, the Chair of the grievance committee, the grievant, and the other party involved in the grievance. If the final decision is contrary to the recommendation of the grievance committee, the President shall include a statement specifying the reason for not accepting the recommendations of the committee.

G.4.9 Time Schedule

- a. Filing a Grievance. A person shall have 15 working days (based on the academic calendar) from the date of receiving the recommendations of the informal review committee or of being notified that an informal review committee will not be formed to initiate a written grievance if the complaint has not been resolved to his/her satisfaction.
- b. Formation of a Grievance Committee: A committee shall normally be selected within 10 working days (based on the academic calendar) after a person has filed a timely written request for the formation of the committee.
- c. Hearings and Reporting Findings. Grievances shall receive prompt attention. The hearings and report of the grievance committee shall normally be completed within 30 working days (based on the academic calendar) of the formation of the grievance committee, and the final decision shall be made by the President normally within 10 working days (based on the academic calendar) thereafter.

In any case in which the committee deems these time schedules to be inadequate, the Chair shall notify the principal parties involved in writing of the amended time schedule.

APPENDIX H

FACULTY SENATE CONSTITUTION

Article I. Name

The name of this unincorporated association shall be the Faculty Senate of Cameron University.

Article II. Membership and Officers

- A. The Faculty Senate shall consist of elected members of the Faculty. In order to be eligible for election to the Faculty Senate, a person must be a full-time member of the Faculty, with rank of Professor, Associate Professor, Assistant Professor, or Instructor, or their equivalent as defined by the Faculty Senate with the exception of two members elected from the Supplemental Faculty with adjunct status. Those members of the Faculty whose appointments are more than 50% administrative are excluded from membership in the Faculty Senate.
- B. Each academic department will elect at least one voting representative to the Faculty Senate. Each department with more than 10 full-time ranked faculty will elect a second voting representative. No department will be eligible to have more than two representatives. In addition, the Library will elect a voting representative to the Faculty Senate. Also, Adjunct Faculty members will elect from among their numbers two representatives for each academic year, one who teaches classes during the day and the other at night; these two representatives must work for different departments. The Student Government Association will elect one non-voting representative to the Faculty Senate. Elected members may be recalled at any time by a majority vote of their department. In such case, the department will hold a special election to determine a replacement.
- C. To assure continuity, members of the beginning Faculty Senate shall determine by drawing lots which one-half of the members shall serve for one year, and which one-half for two years. The one-year positions shall become two-year positions at the second annual election.
- D. Deans are not eligible to serve as officers or members of the Faculty Senate but may vote in all Faculty Senate elections.
- E. A Chair, a Chair-Elect, and a Secretary shall each be elected to a one-year term by members of the Faculty in a general election.

Article III. Faculty Senate Functions

- A. The Faculty Senate acts as the official voice of the Faculty as a whole.
- B. The Faculty Senate provides information and advisory recommendations on matters of student academic concern to the President. Such matters may include but not be limited to
 - 1. Admission requirements;
 - 2. Curriculum and courses;
 - 3. Degrees and requirements for degrees;

4. Calendar and schedule; and
 5. Student affairs.
- C.** The Faculty Senate provides advisory recommendations to the President and such other administrators or bodies as may be appropriate on institutional matters of direct faculty concern. Such matters shall include but not be limited to
1. Institutional policies regarding faculty status, including appointments, promotions, granting of tenure, retirement, non-reappointment, and dismissal;
 2. Institutional policies affecting the general welfare, working conditions, and the services performed by and for the faculty;
 3. Institutional policies relating to academic and professional research and other scholarly and creative activities;
 4. University budget; and
 5. Institutional planning.

Article IV. Faculty Senate Duties

The Faculty Senate will hold regular meetings at a set time each month during the academic year. Special meetings may be called by the President, the officers of the Faculty Senate, or a petition signed by at least ten members of the Faculty Senate.

In addition to attentive performance of the functions stated in Article III, the Faculty Senate shall

- A.** Facilitate the flow of information to its various constituencies on matters of student, faculty, and institutional concern;
- B.** Elect, from the membership of the Faculty Senate, the chair and the secretary of each standing committee of the Faculty Senate;
- C.** Create and elect the members of such ad hoc committees as shall seem appropriate to the Faculty Senate.
- D.** Coordinate activities, including the receipt and review of recommendations, of standing committees and ad hoc committees of the Faculty Senate;
- E.** Supervise the election of faculty members to the Faculty Senate, to the various standing committees of the Faculty Senate, and to the University committees; and
- F.** Serve as an advisory body to any individual or group component of Cameron University if deemed appropriate and useful by the Faculty Senate.

Article V. Liaison with the President

The President will present to the September meeting of the Faculty Senate in each academic year a general message on the state of the University in which he will give recommendations for the progress of

the University. At least once a year, the President will provide the Faculty Senate with a report on the state of the University budget.

After each meeting of the Faculty Senate, the Chair will provide in writing to the President of the University a list of all motions approved by the Senate at that meeting. The President will, within 45 calendar days after receipt of a Senate action, inform the Senate of his disposition of a Senate measure. If a Senate measure is disapproved, the President or his representative shall inform the Senate officers of the reasons for the decision. It is noted that at times, confidentiality requirements may limit the extent of complete disclosure.

Article VI. Faculty Senate Standing Committees

A. Academic Standards and Policies Committee

Functions: To formulate or coordinate recommendations and regulations for academic policy and to report to Faculty Senate for consideration recommended interpretations of existing academic policies.

Membership

Chair - Member of Faculty Senate.
Secretary - Member of Faculty Senate.
4 Faculty - Elected members.
Administrative representative appointed by the President (non-voting).

B. Faculty Committee

Functions: To study existing policies and procedures and, if appropriate, develop recommendations to the Faculty Senate for improvements in policies and procedures relating to matters of faculty welfare, including policies relating to management of promotion, salary, rank, tenure, leaves of absence, academic freedom, teaching loads, parking privileges, and any other matter which may affect general faculty morale.

Membership

Chair - Member of Faculty Senate.
Secretary - Member of Faculty Senate.
6 Faculty - Elected members.

C. Fringe Benefits and Retirement Committee

Functions: To review, evaluate, and if appropriate, make recommendations concerning fringe benefits and retirement programs to the Faculty Senate.

Membership

Chair - Member of Faculty Senate.
Secretary - Member of Faculty Senate.
3 Faculty - Elected members.
Vice President for Business and Finance (ex-officio, non-voting).

D. Long-Range Planning Committee

Functions: To make recommendations to the Faculty Senate regarding issues and programs that affect the future planning and development of Cameron University.

Membership

Chair - Member of Faculty Senate
Secretary - Elected from below
3 Faculty - Elected from and by Faculty Senate
1 Member from each school on campus selected by Faculty Senate Chair
Chair-Elect of Faculty Senate
~~Vice President for Academic Affairs~~ Provost

E. Rules Committee

Functions: To make recommendations to the Faculty Senate regarding the nomination of the chair and secretary of each of the standing committees; to review and recommend the establishment, modification, and termination of the Standing Committees; and to certify the validity of election procedures and results.

Membership

3 Officers of Faculty Senate.
2 Additional members elected from and by Faculty Senate.

Article VII. Amendments

- A.** Proposed amendments to this Constitution may be presented by any member of the Faculty Senate or by any faculty member at any regular or special session of the Faculty Senate. Any such proposed amendment may be amended by majority vote at that same meeting if a quorum is present.
- B.** Any proposed amendment that is either presented to or amended by the Faculty Senate shall not be voted upon at the same meeting at which the amendment is so presented or amended.
- C.** The proposed amendment(s), if approved by a majority of the members of the Faculty Senate, is then submitted to the campus faculty for consideration. The proposed amendment(s) shall be accepted if approved by a 2/3 majority of the campus faculty voting in a special election called for that purpose and then approved by the President.

Article VIII. Ratification Procedure

This constitution will become effective when approved by (1) a 2/3 voting majority of the campus faculty voting in a special election called for that purpose, (2) the President, and (3) the Board of Regents.

FACULTY HANDBOOK



**CAMERON
UNIVERSITY™**

September 2011

PREFACE

An essential component in the foundation of a university is its faculty. For faculty members to fulfill their roles by contributing to the mission of the institution, they must know their responsibilities, privileges, and rights. This Faculty Handbook is a reference for general information about many of these responsibilities, privileges, and rights. Any use of grammatical gender references shall be interpreted as applying equally to males and females.

The Board of Regents of the University of Oklahoma values faculty input pertaining to the development of policies affecting faculty status and encourages the institutional administration to provide adequate opportunity for faculty input on such matters prior to presenting recommendations to the Board of Regents.

In discharging its duties and responsibilities, occasions may arise when the collective judgment of the Board of Regents requires the Board to act independently in the development and implementation of policies and procedures. In approving the Faculty Handbook for Cameron University, the Board of Regents is not waiving or restricting its lawful power, duty, and responsibility to act at any future time upon its own will and judgment independent of any other source or party to establish policies, regulations, and procedures and to implement other decisions of the Board. In such instances, affected personnel will be informed through the official public record where such actions were approved, and the institutional administration is encouraged to take appropriate steps to help ensure that affected personnel are informed.

The Faculty Handbook is a summary of information concerning Cameron University and its policies, regulations, organization, and benefits. The information included in this Handbook is current at the time of publication, but the policies and regulations may be changed from time to time by action of the appropriate segments of the University. As policy changes are made, they will be announced in University publications and distributed to the faculty. Employees are responsible for verifying that any policies to which they refer are the current policies. Up-to-date and complete information may be obtained from the offices of the Vice President for Academic Affairs and the Personnel Office.

This publication, printed by Cameron University Printing Services, as authorized by Cameron University. (INSERT NUMBER) copies have been prepared and distributed at a cost of \$ [REDACTED]. This publication was distributed and produced in compliance with section 3-114 of title 65 of the Oklahoma Statutes. (September 2011)

EQUAL OPPORTUNITY POLICY

This institution in compliance with all applicable Federal and State laws and regulations does not discriminate on the basis of race, color, national origin, sex, age, religion, political affiliation, disability, or status as a veteran in any of its policies, practices, or procedures. This includes but is not limited to admissions, employment, financial aid, and educational services.

This notice is provided as required by Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. Questions, complaints, or requests for additional information regarding these laws may be forwarded to Tom Russell, the designated Equal Opportunity Officer and Compliance Coordinator at 210 Howell Hall Shepler, 2800 West Gore Boulevard, Lawton, Oklahoma 73505-6377.



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SECTION 1

INTRODUCTION

1.1 HISTORY OF CAMERON UNIVERSITY

The history of Cameron University corresponds to the history of the area it serves in Southwest Oklahoma. It was founded by the Oklahoma Legislature in 1908 as Cameron State School of Agriculture, one of six agricultural high schools in the state, and placed under jurisdiction of the State Commission of Agriculture and Industrial Education. The institution was named for E. D. Cameron, first State Superintendent of Schools.

Cameron University added junior college work in 1927 when local needs demanded access to higher education. With the changed function came the name Cameron State Agricultural College. In 1941 when the Oklahoma State System of Higher Education was formed, Cameron joined the group of institutions governed by the Board of Regents for Oklahoma A & M Colleges.

Baccalaureate degrees were authorized in 1966 by the Oklahoma State Regents for Higher Education ("State Regents"), following action by the Legislature. In May 1970, the first baccalaureate degrees were awarded. The institution's name was changed to Cameron College in 1971 and was further amended to Cameron University in 1974.

In 1988, the State Regents expanded Cameron's functions to include offerings at the master's degree level. The change in function was the first granted to an Oklahoma institution since Cameron was given authority to offer bachelor's degrees more than 20 years earlier. The first master's degrees were awarded in May of 1990.

In recognition that Cameron's mission had become significantly more complex and predominantly urban, on June 1, 1992, the governance of the University was transferred by the Oklahoma Legislature to the governing board for the University of Oklahoma, the Board of Regents of the University of Oklahoma ("Board of Regents"). With the transfer of governance came new affiliations between Cameron and the University of Oklahoma, which have broadened and strengthened academic offerings by both institutions. Governance of Rogers State University was similarly transferred to the Board of Regents in 1998. In 2003, the Duncan Higher Education Center became CU-Duncan when the Oklahoma State Legislature declared it a branch campus under state law. At that time, the position of Director of the Duncan Campus was created to allow Cameron to directly supervise that facility.

The aim of Cameron is to extend itself into the social, cultural, and economic fiber of the community it serves in Southwest Oklahoma. While instruction remains the primary institutional focus, the faculty and staff increasingly interact with constituencies in response to needs for research, technology transfer, and other educational services. Telecommunications and interactive technology are increasingly important in the delivery of those services, and more instruction is being provided off campus. Technology and automation have also become increasingly important means for the delivery of instructional, administrative, library, and information services both on and off campus. Like their histories, the futures of Cameron University and Southwest Oklahoma are one. The relationship that has brought more than a century of progress will continue to prosper well into the 21st century.

1.2 TYPE OF INSTITUTION

Cameron University is a state-supported, regional institution which is assigned Southwest Oklahoma as its primary service area. Oklahoma regional university functions are defined by the Oklahoma State Regents for Higher Education as (1) both lower-division and upper-division undergraduate study in several fields leading to the associate degree and the bachelor's degree; (2) a limited number of programs leading toward the first-professional degree when appropriate to the institution's strengths and the needs of the state; (3) graduate study below the doctoral degree level, primarily in teacher education, business, and behavioral science; (4) extension and public service responsibilities in the geographic regions in which they are located; (5) responsibility for institutional and applied research in those areas related closely to their program assignments; and (6) responsibility for regional programs of economic development. In addition, Cameron is assigned to provide programs of instruction for military personnel, including those stationed at Ft. Sill and at other military installations in the region.

1.3 CAMERON UNIVERSITY MISSION STATEMENT

Cameron University provides a diverse and dynamic student body access to quality educational opportunities; fosters a student-centered academic environment that combines innovative classroom teaching with experiential learning; prepares students for professional success, responsible citizenship, life-long learning, and meaningful contributions to a rapidly changing world; and is a driving force in the cultural life and economic development of the region.

Core Values

We Value

- Student learning as our top priority
- Excellence in teaching, scholarship, service, and mentoring:
 - Investing in people: The growth and development of our students, faculty and staff in a learning environment based on integrity, respect, and ethical behavior that encourages and provides opportunities for professional improvement
- Leadership in our community and region that emphasizes:
 - Stimulating economic development
 - Forming partnerships and collaborative relationships
 - Providing cultural and social development
 - Serving the community and region by sharing our expertise
- Shared governance that includes:
 - Emphasizing teamwork
 - Facilitating open and effective communication
 - Providing opportunities for active participation by all constituencies
- Diversity among our students, faculty, and staff as demonstrated by:
 - Providing access to educational and teaching opportunities for all constituents
 - Promoting tolerance through a free and open exchange of ideas
- Responsible stewardship of public and private resources, the public trust, and Cameron's future that includes:
 - Focusing resources to achieve optimal student learning
 - Increasing student access to quality higher education
 - Establishing a reliable stream of public and private revenue
 - Holding administrative costs to a minimum
 - Enhancing alumni involvement

- Providing accountability in key areas such as student learning and management of resources

1.4 STATEMENT OF INSTITUTIONAL PURPOSES

In pursuit of its mission, the University has established three areas of commitment and service:

Education for Effective Living

The University's program of education for effective living is designed to provide common experiences that are needed by all citizens. The program's objectives are to encourage students to think clearly, creatively, and critically about those problems confronting the individual and society; to stimulate students to seek more knowledge, to develop more tolerance, and to acquire greater awareness of the world community; to assist students in making contributions to the groups of which society is composed; and to foster within students the desire to continue the pursuit of knowledge whereby a better understanding of self and society is afforded. The University facilitates these objectives through required general education courses in communications, mathematics, natural sciences, American history and political science, humanities, behavioral science, economics, and physical activities and through a program of student services.

Education for Specialized Fields of Endeavor

The purpose of specialized education is to develop the technical and professional competencies of individuals in order that they meet the demands and requirements of modern professions. Cameron University is committed to specialized education in four realms:

Baccalaureate Degree Programs

Baccalaureate degree programs provide for a comprehensive background and concentrated investigation in one or more disciplines. These curricula prepare students for entrance into professions, for further professional training, or for graduate study. Cameron University facilitates such objectives by offering curricula leading to the degrees of Bachelor of Arts, Bachelor of Science, and Bachelor of Specialty.

Associate Degree Programs

Cameron University recognizes that educational and occupational preparation in post-secondary programs having less than a baccalaureate objective is an essential part of meeting the objectives of the University and the needs of individuals and of society. Cameron University facilitates such objectives by offering curricula culminating in Associate in Applied Science degrees and Associate in Science degrees.

Teacher Education

The purpose of the teacher education program is to assist in the development of effective members of the teaching profession. Cameron University facilitates this objective by offering both course work and practical experiences in professional teacher education curricula and in specialized programs in Early Childhood Education, Elementary Education, Secondary Education, and Elementary-Secondary Education. Students who have successfully completed these programs may be recommended to the State Department of Education for Oklahoma state teaching credentials at the early childhood, elementary, secondary, or elementary-secondary level.

Graduate Degree Programs

The graduate degree programs are designed to offer opportunities for advanced learning, professional preparation, economic enhancement, and personal development through concentrated and detailed study and research in any of several academic disciplines appropriate to persons living in Southwest Oklahoma. Cameron University facilitates such objectives by offering curricula leading to master's degrees.

Education through Community Service

The University serves individuals, businesses, industries, and professions in the service area by making available, on campus and in the community, facilities and personnel who organize, promote, and participate in both credit and non-credit conferences, institutes, workshops, and vocational and extension courses. In addition, individual University personnel serve as resource persons for the community. The University also provides facilities and personnel for lectures, musical and dramatic productions, art exhibits, and intercollegiate athletics. The University supports research projects appropriate to the University and outside agencies.

1.5 FUNCTIONS OF CAMERON UNIVERSITY

The following functions are assigned to Cameron University by the Oklahoma State Regents for Higher Education:

- To provide the educational programs of a senior college for the people living in the eleven counties of Southwest Oklahoma.
- To provide a program of general education for all students designed to provide common experiences needed by all citizens if they are to live productively.
- To provide programs of instruction in the liberal arts and sciences culminating in the awarding of Bachelor of Arts, Bachelor of Science, or Bachelor of Specialty degrees.
- To provide programs involving both course work and practical experiences designed to assist in the development of effective early childhood, elementary, secondary, or elementary-secondary teachers.
- To provide pre-professional course work and advisement for students planning to complete professional programs at other colleges and universities.
- To provide post-secondary programs having less than a baccalaureate objective in technical and occupational education culminating in the awarding of Associate in Science and Associate in Applied Science degrees.
- To provide community services including credit and non-credit programs of continuing education, cultural productions, and special events designed to improve the intellectual, cultural, social, physical, moral, economic, and occupational capacities of the people of Southwest Oklahoma.
- To provide programs of instruction for military personnel, including those persons stationed at Fort Sill and other military installations in the region and those who desire to pursue Reserve Officers' Training Corps programs.

- To provide facilities, encouragement, and financial support for faculty development and for faculty, student, and constituent research projects.
- To provide graduate-level programs designed to offer opportunities for advanced learning, professional preparation, economic enhancement, and personal development culminating in master's degrees.

1.6 COMMITMENT TO EXCELLENCE

The faculty, the administration, and the Board of Regents are dedicated to the continued development and improvement of programs at Cameron University. The goal of the University is to provide unsurpassed higher education opportunities to the population of Southwest Oklahoma.

Faculty Contributions to Excellence

The faculty of Cameron University recognizes and accepts its obligations and responsibilities to provide quality higher education to its students. The criteria for educational excellence are described in Section 4 – Faculty Policies.

1.7 UNIVERSITY GOVERNANCE AND ADMINISTRATION

Oklahoma State Regents for Higher Education

Cameron University is part of the Oklahoma State System of Higher Education, which was established in 1941 when the people of the State adopted an amendment to the Constitution of Oklahoma, Article XIII-A. The System is composed of all institutions of higher education supported wholly or in part by direct legislative appropriations.

The amendment also provided for establishment of the Oklahoma State Regents for Higher Education as the coordinating board of control of the system. The State Regents board is composed of nine members who are appointed by the Governor and confirmed by the State Senate. They serve nine-year overlapping terms.

Their responsibilities include prescribing standards of higher education (including those concerning the admission of students) at each institution, determining the functions and courses of study at each institution, granting degrees and other forms of academic recognition for completion of the prescribed courses of study, recommending to the Legislature the budget needs of each institution, allocating to institutions funds appropriated by the Legislature, and determining the fees for all institutions of the system. (Article XIII-A, Sections 2 and 3, Constitution of Oklahoma)

Board of Regents of the University of Oklahoma, Cameron University, and Rogers State University

By statutory enactment, the governance of Cameron University is vested in the Board of Regents of The University of Oklahoma. The Board of Regents is composed of seven members appointed by the Governor with the advice and consent of the State Senate. Each member is appointed to serve for seven years, except when appointed to fill an unexpired term. Meetings of the Board of Regents are open to the public. The powers and duties of the Board of Regents are set out in the Oklahoma Statutes (Article XIII, Section 8, Constitution of Oklahoma; Title 70, Section 1241; et seq., Oklahoma Statutes, 1961). The Board of Regents appoints the University President, charges

him/her with the administration of the institution, employs personnel based on the recommendation of the President, determines policies for operation, and administers the budget.

University Administration

As the chief executive officer of the University, the President is responsible to the governing Board of Regents for the administration of the University. All authority delegated by the Board of Regents is administered through the President, who formulates an administrative structure appropriate for the management of the University and recommends its adoption to the Board of Regents. Generally, management responsibilities of the University are grouped according to function, with a vice president or equivalent University officer having administrative responsibility for such functions as academics, business and finance, student services, and development. There are many activities that overlap, requiring constant communication and coordination among administrative units. These functions are accomplished in a collegial manner through informal interaction among affected administrators, either individually or in the Executive Council, and through the operation of the University's formal governance structure. Management of the University is dynamic; thus, the administrative structure is subject to frequent change. The administrative structure is reflected in the University's organizational charts, which are revised and updated as necessary, but not less than once annually when submitted with the budget for approval by the Board of Regents.

1.8 ACCREDITATION

Cameron University is accredited by the Higher Learning Commission, a commission of the North Central Association of Colleges and Schools. Teacher education programs at the University are accredited by the Oklahoma Commission for Teacher Preparation and the National Council for Accreditation of Teacher Education; and the Bachelor of Arts degree with a major in music, Bachelor of Music degrees, and the Bachelor of Music Education degree are accredited by the National Association of Schools of Music. Undergraduate and graduate degree programs offered by the School of Business are accredited by the Association of Collegiate Business Schools and Programs (ACBSP). The Medical Technology curriculum is accredited by the National Accrediting Agency for Clinical Laboratory Sciences (NAACLS) in cooperation with the Commission on Accreditation of Allied Health Education Programs. The Bachelor of Science degree with a major in Chemistry (Professional Option) offered by the Department of Physical Sciences is certified by the American Chemical Society (ACS).

1.9 PHYSICAL PLANT

The main campus of Cameron University is located in the city of Lawton, Oklahoma, and occupies 333 acres. The physical plant consists of facilities that vary in age from relatively new to 75 years old. The core facilities consisting of the Library, McMahon Centennial Complex, and administrative buildings are centrally located with easy access for pedestrians or vehicular traffic. The academic facilities surround the core facilities, and all classrooms and laboratories are within five minutes' walking time, excluding the agriculture laboratory complex. Parking lots are available to accommodate commuter students.

The outer ring of facilities consists of living accommodations, the stadium, tennis courts, baseball and softball fields, and maintenance support areas. The maximum walking time from the campus residential areas to the classroom buildings is less than 10 minutes. All facilities are within 10 minutes of the core area. The Fine Arts Complex includes a 500-seat theater and smaller performance venues. The gymnasium seats 1,800 and contains limited physical education facilities. The Fitness Center includes a swimming pool, basketball courts, racquetball courts, indoor track, and various other exercise and recreational facilities. The residence halls and

Cameron Village have a cafeteria, dining room, conference rooms, meeting rooms, and capacity for approximately 750 students.

The CU-Duncan learning site has enjoyed steady growth over the past decade resulting in the doubling of both course offerings and credit hour production. Student services have been increased proportionately and facility improvements are notable. Approximately 650 students study in a facility with wireless internet, multi-media equipped classrooms, tutorial and testing services and a variety of activities for students of all ages.

The landscape for Cameron has been designed to unify campus space, enhance the aesthetic quality of each area, and establish a convenient pedestrian and vehicular circulation pattern. The University makes ongoing efforts towards continued expansion, modernization, and renovation of the Cameron facilities to assure proper support for the students and faculty.

1.10 CONSTITUENCIES

The constituencies of Cameron University are diverse and heterogeneous. Lawton-Fort Sill is a metropolitan area with a population of 110,000 and has the educational needs of most metropolitan areas. The area surrounding Lawton is primarily rural, with farms and ranches that create demands for agriculture-oriented education. Approximately one-half of Cameron's students pursue full-time education while the other one-half are part-time students. The University fulfills both senior college and community college roles. While the diverse needs of the students create unusual demands on Cameron, the heterogeneous aspects of the student body enhance and stimulate the academic atmosphere in the classroom.

The Oklahoma State Regents for Higher Education include the following eleven Oklahoma Counties in the Cameron University service area: Caddo; Comanche; Cotton; Grady; Greer; Harmon; Jackson; Jefferson; Kiowa; Stephens; and Tillman.

SECTION 2

UNIVERSITY GOVERNANCE

2.1 INTRODUCTION

As an agency of the State of Oklahoma, Cameron University recognizes its responsibility to contribute to the public weal by providing a quality higher education experience in all its facets for those it serves. This responsibility is best met when all within the academic community commit their best efforts toward this end. By calling into play the best intellect, judgment, and talents of the faculty, students, and administrators who comprise the Cameron community, the University can achieve a synergism that is far more powerful and effective than when individuals or separate groups act alone. It is in this spirit of institutional cooperation that those within the Cameron community commit themselves to the concepts of shared governance expressed in this document.

The Board of Regents is vested with broad powers and authority to accomplish the responsibilities of the University and is convinced that it can most efficiently, effectively, and judiciously satisfy its charge when there is extant a system of shared governance that (1) provides a means for each constituent group to give advice and counsel to the President, who, as chief executive officer of the University, is responsible to the Board for all operations of the University, and to such other administrators as may be appropriate; and (2) facilitates communication among all groups.

To achieve those goals, a structure has been established that (1) encourages wide participation in shared governance activities, (2) provides cooperative interaction among all campus constituencies in the development of policy and operating procedure in University committees and task forces, (3) designates specific responsibilities for these committees and task forces and appropriate representation in their membership, and (4) provides regular and direct communication among faculty, students, and administration at all levels.

Membership on University committees and task forces is structured, and members are selected by various means, depending on the function of the committee. When these processes do not result in diversity among group members, the administration has the responsibility to modify committee membership to achieve diversity. The President can supplement the composition of University committees and task forces that are not sufficiently diverse.

2.2 OKLAHOMA STATE SYSTEM

1. Constitutional Coordinating System

The **Oklahoma State System of Higher Education** was created with the people's adoption of an amendment to the Oklahoma State Constitution, Article XIII-A, on March 11, 1941. The amendment provides that "All institutions of higher learning supported wholly or in part by direct legislative appropriations shall be integral parts of a unified state system to be known as the Oklahoma State System of Higher Education."

The constitutional amendment also created the Oklahoma State Regents for Higher Education as the "coordinating board of control of the Oklahoma State System of Higher Education." There are nine State Regents who are appointed to nine-year staggered terms by the Governor, with the advice and consent of the Oklahoma State Senate. Responsibilities of the State Regents generally are limited to determining the functions and courses of study for each institution, establishing standards of education, submitting budget requests for the state system to the Legislature, allocating state-appropriated and revolving funds to each institution, and setting student fees. The Chancellor of the Oklahoma State System of Higher Education serves as the chief administrative agent of the State Regents.

2. Board of Regents

The Board of Regents of the University of Oklahoma shall have the supervision, management and control of the University and shall have the following additional powers and duties:

- a. Adopt such rules and regulations, as it deems necessary, to govern the University.
- b. Employ and fix the compensation and duties of such personnel, as it deems necessary, including architects, attorneys, engineers and other professional and technical persons, for its operation and for the operation of the University. Any of such personnel having custody of public funds or other public property may be required to furnish corporate surety bonds in such amounts as may be deemed necessary by the Board of Regents, payable to the State of Oklahoma and conditioned upon a faithful accounting of all such funds and property.
- c. Enter into contracts; purchase supplies, material and equipment; and incur such other expenses as may be necessary to make any of its powers effective.
- d. Authorize officials of the University to act in its behalf in the making of contracts or in carrying out the powers conferred upon it.
- e. Receive and make disposition of moneys, grants, and property from federal agencies, and administer the same in accordance with federal requirements.
- f. Accept gifts of real and personal property, money, and other things, and use or dispose of the same in accordance with the directions of the donors or grantors thereof.
- g. Direct the disposition of all moneys appropriated by the Legislature or by the Congress or derived from the sale of bonds or received from any other source by the University.
- h. Acquire and take title to real and personal property in its name, on behalf of the University and convey, exchange or dispose of, or otherwise manage or control, such property in the interest of the University including the granting of leases, permits, easements and licenses over or upon any such real property. The Board of Regents shall have the power to institute legal action in the name of the Board of Regents before any court having jurisdiction of such actions. The Board of Regents shall have the custody and control of abstracts of title and instruments affecting the ownership of or title to real property belonging to the Board of Regents, and being held by the Board on behalf of the University.
- i. Have supervision and charge of the construction of all buildings at the University.
- j. Determine the need for and cause to be constructed, residence halls and other buildings, on a self-liquidating basis, at the University.
- k. Establish and maintain plans for tenure and retirement of employees of the Board of Regents, and the University and for payment of deferred compensation of such employees; and make available health, vision, dental, life, and accidental death and disability benefits for such employees and their dependents. The Board of Regents may pay for all or a part of the cost thereof for employees, with funds available for the operation of the University. Amounts payable by an employee for such insurance or annuity contracts may, with the consent of the employee, be deducted from payroll.
- l. Audit all accounts against the funds appropriated for the use and maintenance of the University and the State Treasurer shall issue warrants for the amount of all accounts, including salaries and expenses of said Board of Regents, which shall have been audited

and allowed by the Board of Regents and attested by the Secretary of the Board, , and the President .

- m. Provide penalties and forfeitures by way of damages and otherwise for the violation of rules and regulations of the Board of Regents, which may be sued for and collected in the name of the Board of Regents before any court having jurisdiction in such actions.
- n. Do all things necessary and convenient to carry out the powers expressly granted to it by the Constitution and the laws of the State, and to make the University effective for the purposes for which they are maintained and operated and the enumeration herein of certain powers and immunities of the Board of Regents shall not be construed as in derogation or as a limitation of the powers and immunities properly belonging to the Board of Regents in the government of the University.

2.3 CAMERON UNIVERSITY

1. Campus Organization

Within the Cameron University community are three primary stakeholders which cooperatively govern day-to-day affairs of the University and in both individual and representative capacities act as recommending and advisory bodies to the Board of Regents. Those three stakeholders include the University Administration, Faculty, and Student Body.

- a. **The University Administration** is headed by the **University President**, who is the chief executive officer of the University and is directly responsible to the Board of Regents for all operations of the University. Other administrators assist the President with the management of University affairs. The Board of Regents encourages faculty, administrators, and students to make recommendations to the President regarding policy improvements and requires appropriate faculty counsel regarding recommendations for appointments, promotions, discontinuances, and retirement of faculty.
- b. **The Regular Faculty** of the University is composed of all faculty members with regular appointments including tenured, tenure track, and non-tenure track at the ranks of Instructor, Assistant Professor, Associate Professor, and Professor. The faculty shall fulfill its duties through academic departments and/or schools, University committees, various standing committees of the Faculty Senate, and, when appropriate, through ad hoc committees from the faculty. The faculty is to be concerned with the welfare of the academic community and has a responsibility to participate in the development of policies, regulations, and procedures concerning the whole University.
- c. **The Graduate Faculty**, in addition to those qualifications required for other faculty, shall have (1) an earned doctorate from a college or university accredited by the regional accredited or internationally recognized institution or a terminal degree or other appropriate academic credentials as defined in Appendix A of this document; (2) the rank of Assistant Professor or above; and (3) conducted specific forms of scholarly activity as defined in Appendix D. Appointments to the Graduate Faculty are made by the Provost upon recommendation of the appropriate academic department chair and Dean and of the Graduate Council. Appropriate faculty counsel shall be obtained at the department or school level. Temporary appointment to the Graduate Faculty may be made for persons who have the expertise in an area which qualifies them to teach a graduate-level course, which expertise shall be

defined by the Graduate Council with input from the Graduate Faculty of the appropriate school. Such temporary appointment shall be made by the Provost upon the recommendation of the Graduate Council. Graduate Faculty shall be eligible to teach graduate courses; advise graduate students; supervise graduate research; serve on or direct a thesis committee; be elected to and vote for members of the Graduate Council; participate in campus governance; and serve on graduate advisory committees. A temporary member of the Graduate Faculty shall be eligible to teach graduate-level courses.

- d. **The Student Body** of Cameron University consists of all students currently enrolled at Cameron University.

2. **Campus Executive and Representative Bodies**

- a. **The Executive Council** is not a formally designated body but acts as the President's cabinet and is composed of administrators appointed by the President. The members meet regularly as a coordinating executive team.
- b. **The Faculty Senate** is established to express the Senate's views and make appropriate advisory recommendations to the University administration. The Senate studies matters it believes to be of significant importance to the faculty. Officers of the Faculty Senate are the Chair, Chair-Elect, and Secretary, each elected by the faculty. The Faculty Senate may determine its own internal rules of order and by-laws insofar as they are consistent with state law and Board of Regents' policies.
- c. **The Student Government Association** is a representative organization of the Student Body whose mission is to represent, lead, and unify the Student Body; to decide and recommend for the students upon any matter involving student interests; and to promote common understanding among students, faculty, and administration while protecting the individual rights of students. Officers of the Student Government Association are elected by the Student Body and include the President, Vice President, and Treasurer.

3. **Shared Governance Bodies**

- a. **Cameron Council** meets as needed to promote an exchange of information among the Student Government Association, Faculty Senate, and Administration. Elected officers of the Faculty Senate, elected officers of the Student Government Association plus the Chair of the Programming Activities Council, and administrators as appointed by the President are members of the Cameron Council, which is chaired by the University President.
- b. **University Standing Committees** serve various functions in the University and typically have a single responsibility. Membership composition and method of appointment are described in the following paragraphs. The listing of committees which follows represents the standing University committees. For all University related committees, the Provost, with the President's concurrence, or the President reserve the right to appoint additional members in an effort to achieve functional diversity on the committees.
 - 1. **The Academic Appeals Committee** serves as the appeals body for (1) the administration of the Admissions and Retention Policies of the University, (2) the consideration of exceptions or substitutions in academic areas which are

not specifically reserved to a specific academic department or area, and (3) the consideration of any other matters associated with policies and procedures governing academic appeals.

The responsibility for academic evaluations of students rests with the faculty. If a student feels wrongfully and unfairly treated by an instructor and if he/she is unable to resolve the matter in conference with the instructor or the Departmental Chair, an appeal may be made.

Membership:

Faculty: Four elected at large by the Faculty.

Students: Three appointed by the Vice President for Student Services as recommended by the Student Government Association President.

Administrators: Registrar (ex-officio, non-voting); Administrative support: one appointed by the President (non-voting).

- 2. The Curriculum Committee** makes recommendations to the Provost regarding all requests for (1) course changes, (2) new courses, (3) program changes, and (4) new programs.

Membership:

Faculty: One elected by and from the Faculty Senate; one faculty representative for every 20 full-time faculty members in each undergraduate school to be elected by and from the school (Deans are to be included in the count of faculty of each school).

Students: Three appointed by the Student Government Association President.

Administrators: The Provost or his/her representative (ex-officio, non-voting);

- 3. The Faculty Development Committee** serves in an advisory capacity and makes recommendations to the Provost regarding faculty development programs, policies, and operation of the Faculty Development Center.

Membership:

Faculty: One elected by and from the Faculty Senate; one elected by and from each undergraduate school; one elected by and from the Graduate Faculty; three appointed by the Vice President for Academic Affairs.

Administrators: The Provost or his/her representative (ex-officio, non-voting); Academic Services Coordinator, Center for Faculty Development (ex-officio, non-voting).

- 4. The General Education Committee** (1) establishes and reviews guidelines for certifying courses to meet general education program requirements; (2) certifies courses for meeting general education requirements; (3) develops guidelines for determining the applicability of transfer courses for meeting general education requirements; (4) evaluates general education assessment results and proposes appropriate program modifications; (5) reviews general education program to assure compliance with regulations and

standards of governing bodies and accreditors; (6) formulates and promotes professional development programs for general education faculty; and (7) reports annually on the effectiveness of the general education program.

Membership:

Faculty: Two from each undergraduate school elected by the faculty; one from the Library appointed by the Director of Library Services; Faculty Senate Chair (ex-officio, non-voting); Faculty Senate Chair-Elect (ex-officio, non-voting).

Students: Two appointed by the Student Government Association President.

Administrators: The Provost or his/her representative (ex-officio, non-voting).

5. **The Graduate Council** serves as the principal governing and appellate committee for all issues pertaining to graduate education at Cameron University making recommendations to the Provost. Council functions include but are not limited to oversight of graduate curriculum; graduate faculty selection and retention; student matriculation and retention; in cooperation with the academic disciplines, strategic planning for graduate education; and appeals of grades, suspension, and dismissal.

Membership:

Faculty: Each school that offers a graduate course shall be entitled to elect one voting member to the Graduate Council, and each school that offers a graduate degree program shall be entitled to elect an additional voting member.

Students: Two graduate students nominated by the Dean for Graduate Studies shall be confirmed by a simple majority vote of the Graduate Council.

Administrators: Academic Deans with one or more graduate programs with one Dean, appointed by the Provost, to be Chair of the Council (ex-officio, non-voting).

6. **The Information Technology Advisory Committee** is an advisory and recommending body to the Director of Information Technology Services and other appropriate administrators regarding the development of policies and plans related to computing and all aspects of information technology.

Membership:

Faculty: One elected by and from the Faculty Senate; two from each undergraduate school appointed by the Dean of the School; one from the Library appointed by the Director of Library Services.

Students: Three appointed by Student Government Association President.

Administrators: Director of Information Technology Services (ex-officio, non-voting); three professional staff from Information Technology

Services (ex-officio, non-voting); and one professional staff member appointed by the Provost (ex-officio, non-voting).

7. **The Institutional and Internal Services Committee** reports to the Vice President for Business and Finance and is responsible for making recommendations regarding University contracts with external organizations, issues of public safety, the upkeep and improvement of the physical plant, and other University services not under the purview of academic or student affairs.

Membership:

Faculty: Three elected at large by the Faculty; one elected by and from the Faculty Senate.

Students: One appointed by the Student Government Association President.

Administrators: Vice President for Business and Finance (ex-officio, non-voting).

8. **The Institutional Assessment Committee** reports to the Provost and is responsible for (1) identification of appropriate assessment objectives for Cameron University, consistent with the policies and requirements of the Oklahoma State Regents for Higher Education and the Higher Learning Commission of the North Central Association of Colleges and Schools; and (2) University-wide coordination of planning and implementation of entry-level assessment, mid-level (general education) assessment, programs outcomes assessment, and student satisfaction assessment programs which meet those same objectives and requirements.

Membership:

Faculty: Chair (appointed by the Provost); one appointed by and from the Faculty Senate; two appointed or elected at the discretion of the Dean from each of the undergraduate schools; one appointed or elected at the discretion of the Director of the Library;_Chair of the General Education Committee (ex-officio, non-voting).

Staff: One appointed by or elected at the discretion of the appropriate Executive Council member for each non-instructional unit participating in the assessment process.

Administrators: Director of Institutional Research, Assessment, and Accountability_(ex-officio, non-voting); the Provost (ex-officio, non-voting) or his/her representative.

9. **The Intercollegiate Athletics Committee** serves in an advisory capacity to the Director of Athletics and the President. On request, the Committee reviews, interprets, and recommends policies and regulations regarding the conduct of the intercollegiate athletic program.

Membership:

Faculty: One elected by and from the Faculty Senate; two elected at large by the Faculty.

Students: Two recommended by the Student Government Association President and approved by the Vice President for Student Affairs

Administrators: Faculty Athletic Representative (Chair); Director of Athletics (ex-officio, non-voting).

- 10. The Lectures and Concerts Committee** serves in an advisory capacity to the Vice President for Student Services and is responsible for encouraging lectures and concerts by (1) disseminating information regarding funding of lectures and concerts and (2) reviewing and making recommendations regarding proposals for University-funded lectures and concerts.

Membership:

Faculty: One elected by and from the Faculty Senate; one elected by and from each school.

Students: Four appointed by the Student Government Association President.

Administrators: Vice President for Student Services (ex-officio, non-voting).

- 11. The President's Planning Committee** serves in an advisory capacity to the President on matters related to University planning, including recommending campus-wide goals for special emphasis.

Membership:

Faculty: Faculty Senate Chair; Faculty Senate Chair-Elect; Faculty Senate Secretary; Chair, Faculty Long-Range Planning Committee.

Students: Two undergraduate students and one graduate student appointed by the Student Government Association President.

Administrators: The Provost (ex officio); Vice President for Student Services (ex-officio, non-voting); Vice President for Business and Finance (ex-officio, non-voting); Director of Institutional Research, Assessment, and Accountability (ex-officio, non-voting); Associate Vice President for Enrollment Management (ex-officio, non-voting).

- 12. The Recruitment Committee** serves in an advisory capacity to the Provost and the Associate Vice President for Enrollment Management regarding student recruitment.

Membership:

Faculty: One elected by and from each school; one elected by and from Faculty Senate; one elected by and from Graduate Council.

Students: Two undergraduate students and one graduate student appointed by the Student Government Association President.

Administrators: Associate Vice President_for Enrollment Management (ex-officio, non-voting).

- 13. The Research Committee** serves in an advisory capacity to the Provost and is responsible for encouraging and assisting faculty and students in research activities by (1) disseminating information regarding funding of research proposals, (2) providing assistance with the writing and review of research

proposals, and (3) reviewing and making recommendations regarding University-funded research.

Membership:

- Faculty: One elected by and from the Faculty Senate; four elected at large by the Faculty.
- Students: Two undergraduate students appointed by the Student Government Association President; one graduate student selected by the Graduate Council.
- Administrators: The Provost or his/her representative (ex-officio, non-voting); representative of Academic Research Support Center (ex-officio, non-voting).

- 14. The Student Services Committee** acts as an advisory and recommending body to the Vice President for Student Services. The committee (1) formulates recommendations for student policy; (2) reviews and interprets existing student policies; and (3) coordinates with secondary committees under its jurisdiction (Financial Assistance, Lectures and Concerts, and Publications), and (4) serves as an appeals body on student matters of a non-academic nature and makes recommendations to the Vice President for Student Services.

Membership:

- Faculty: One elected by and from the Faculty Senate; two elected at large by the Faculty.
- Students: Five appointed by the Student Government Association President.
- Administrators: One appointed by the Vice President for Student Services (non-voting).

- 15. The Teacher Education Council** serves in an advisory capacity to the Director of Teacher Education. The Council (1) reviews teacher education regulations and proposed changes; (2) reviews all approved teacher education programs, proposed programs, and proposed changes in approved programs; (3) makes recommendations regarding the professional education sequence; and (4) makes recommendations regarding the selection, admission, and retention of teacher education students. Standing subcommittees of the Teacher Education Council include the Selection, Admission, and Retention Committee and the Faculty Development Committee.

Membership:

- Faculty: One elected by and from the Faculty Senate; one from each certificate program appointed by the department chair of the discipline.
- Students: One representing elementary education; one representing secondary education; and one representing Educational Leadership, all appointed by the Student Government Association President.
- Administrators: Director of Teacher Education (ex-officio, non-voting) chairs the Council; Coordinator of Field Experience (ex-officio) serves as permanent Chair of Selection, Admission, and Retention Committee.

Public: Two invited to participate by the Teacher Education Council (non-voting).

- 16. The Teaching and Learning Committee** serves in an advisory capacity and makes recommendations to appropriate administrators regarding the Library, instructional technology, and other learning-resource centers. The committee reviews proposals and makes recommendations regarding University-funded innovative instruction grants.

Membership:

Faculty: One elected by and from the Faculty Senate; one librarian appointed by the Director of Library Services; one from each school appointed by the Dean.

Students: Three appointed by the Student Government Association President.

Administrators: Two appointed by the President; two appointed by the Provost; the Provost or his/her representative (ex-officio, non-voting); the Director of Distance Learning (ex-officio, non-voting).

- c. Ad Hoc Committees and Task Forces.** From time to time, additional ad hoc committees or task forces may be created. A description of those committees or task forces, their purpose, and membership will be maintained on the University's official website.

- 1) The Public Exercises Task Force** coordinates commencement ceremonies, convocation, and other ceremonies that include University-wide participation and that are open to the general public. The committee reviews the format, facility utilization, personnel requirements, equipment requirements, safety and parking requirements, and all associated matters necessary for management of the event. Recommendations by the committee are made to the person or organization in charge of the event.

Membership:

Faculty: One appointed by the President.

Administrators: Academic Services Coordinator; Coordinator of Interdisciplinary Activities in Fine Arts; Representative from Physical Facilities; Executive Assistant to the President; Vice President for Student Services; Senior Director, Public Affairs; Deans; Registrar; Director, Public Safety; Director, KCCU.

- 2) The Action Commission on Student Retention** serves in an advisory capacity to the President and makes recommendations on issues impacting student retention.

Membership: Appointed by the President.

4. Duties and Responsibilities of the Provost

The Provost is the University's chief academic officer charged with daily responsibility for the accomplishment of student learning, scholarly activity, and service as components of the University's mission. The Provost works closely with the President on academic matters.

A primary responsibility of the Provost is to create and sustain a University environment conducive to teaching and learning and to student and faculty development. Therefore the Provost must be considered to be accountable to the faculty and students as well as to the President and the Board of Regents.

a. Academic Administration Duties

1. Provides leadership in the implementation of effective planning in academic affairs and excellence in academic degree programs and support units and represents the academic interests of the University in off-campus activities, as designated by the President.
2. Provides leadership in working with the academic deans and representatives of the faculty in the development and supervision of academic programs, including changes in curriculum, degree programs, and organization.
3. Supervises and evaluates the work of the academic deans.
4. Recommends budget allocations for the schools, Library, and academic support areas to the President.
5. Collaborates with the Vice President for Student Services and the Associate Vice President for Enrollment Management to maximize opportunities for student academic success. Together, they advocate programs and services that meet the needs of the University's prospective and enrolled students.
6. Supervises the directors of academic support units designated on the official organizational chart as part of Academic Affairs.
7. Ensures compliance with the Higher Learning Commission (HLC) of the North Central Association of Colleges and Schools accreditation requirements for all academic units and coordinates reports to the HLC on substantive changes made in credit and non-credit programs.
8. Works with all academic units to ensure compliance with Board of Regents, State Regents, and University policies and procedures.

b. Faculty Administration Duties

1. Recommends to the President faculty member appointments, reappointments, promotions, tenure, and terminations based on both independent study of credentials and the recommendations of the Deans, department chairs, and faculty committees.
2. Provides appropriate recommendations for University nominations for various faculty awards and recognitions.
3. Works with the Faculty Senate on policies and procedures that directly affect the faculty and ensures that changes in policies, procedures, programs, and organization are included in the Cameron University Faculty Handbook and reported, when appropriate, to external agencies.
4. Oversees the preparation and maintenance of the Faculty Handbook for distribution, and, in cooperation with the Senior Director of Public Affairs,

reviews the content of catalogs and other publications concerning academic matters.

c. Other Administrative Duties

1. Works in close conjunction with, and in support of, the Vice President for University Advancement and Vice President for Business and Finance.
2. Works with the President in concert with the Personnel Office to promote diversity in Academic Affairs and support University programs to create a welcoming environment.
3. Supports the University's commitment to goals set forth in the University's Strategic Plan by taking appropriate actions.
4. Provides leadership and oversight of University effectiveness efforts in academic affairs, including the use of the results of assessment and linking results to planning.
5. Performs other duties supporting the University, as requested by the President.

d. Evaluation of the Provost

1. Evaluation of the performance of the Provost is carried out by the President. It includes but is not limited to confidential evaluation by the Regular Faculty. The faculty's assessment of the performance of the Provost will be carried out annually. The primary purpose of an evaluation is to provide constructive feedback regarding how well job expectations are being met by the Provost. Summary information will be made available to the Provost.
2. Processes regarding tenure of the Provost shall be administered by the appropriate academic department in compliance with Section 4.5 of the Faculty Handbook.
3. Post-Tenure Review of the Provost shall be administered by the appropriate academic department in compliance with Section 4.6 of the Faculty Handbook.
4. For the purposes of tenure and post-tenure review, the Provost will be evaluated in all categories except for teaching.

5. School and Departmental Organization

- a. School Administration/Organization:** To accomplish its academic mission, the University is divided into schools with a Dean as the chief administrative officer. The Dean is responsible for an administrative organization designed to meet the particular needs of the school. Staff requirements to support school activities will vary in composition and assignments unique to the school's mission and goals. Departmental organizations will be used to support educational programs with similar goals and objectives. Faculty members shall be solicited to serve on committees and complete tasks supporting the mission and goals of the department, school, and University. The Dean shares (or delegates) many of the specific responsibilities outlined in this policy statement with school staff and the chairs/directors of the

separate departments. In schools not divided into separate departments, the school organization is similar to departmental organization.

- b. General Responsibilities of the Dean:** The Dean provides leadership and administrative support to the programs and faculty members of the school in performing the missions of teaching, scholarly activity, and University service and public outreach. The Dean represents the school in relations with the President, the Provost, other administrative officers of the University, and other schools. The Dean is responsible to the President through the Provost and is accountable to many constituencies including the faculty, staff, students, administrators, and alumni of the school. Whenever appropriate, the Dean is expected to consult with, receive advice from, and communicate with the constituent members of the school. Deans represent the President and the administration, communicating and administering the policies and procedures of the State Regents, the Board of Regents and the University.
- c. Specific Responsibilities of the Dean:** The following responsibilities are not restrictive and will include other responsibilities as assigned by the Provost or the administration. In any particular school, the specific responsibilities of the Dean may vary depending on the mission, organization, and size of the school. The specific responsibilities of an individual Dean in a particular school must be flexible to respect these differences among various schools and the leadership style of a particular Dean.
- 1) To the University at large, the Dean is responsible for:**
 - a. Implementing University priorities at the school and department levels.
 - b. Advancing and representing the school whenever appropriate.
 - b. Disseminating information to school faculty and staff.
 - c. Implementing policies and initiatives of the University and the governing and coordinating boards.
 - d. Participating in the Deans Council including advising the Provost concerning strategic planning, budgeting needs, University policy changes, fund raising activities, matters of mutual interest, and other priorities of the University.
 - f. Assisting the President and the Provost in the selection of other Deans and University administrative officers, as appropriate.
 - g. Providing an annual report to the President and other constituencies concerning the performance of the school.
 - h. Cooperating with other schools in the development of interdisciplinary programs consistent with University goals and objectives.
 - i. Contributing to a general spirit of University cooperation and collegiality.
 - 2) To the School, the Dean is responsible for:**
 - a. Providing leadership in the organization, operations, development, and evaluation of the teaching, research and creative/scholarly activity; and professional and University service and public outreach to the school and consistent with University and school strategic planning.

- b. Assuring compliance with state and federal law and all policies and procedures of the State Regents, the Board of Regents, and the University.
- c. Leading the school in the annual planning process.
- d. Providing leadership in student recruitment and retention.
- e. Assuring academic quality and rigor in all school programs.
- f. In coordination with the University administration, setting priorities for school-level alumni development and fund-raising activities, and coordinating and assisting the school and its separate departments with implementing and maintaining an active alumni development and fund raising program.
- g. Planning, preparing, submitting, and managing the school budget.
- h. Assuring fair and consistent evaluation of faculty in compliance with the Faculty Handbook.
- i. Fostering the welfare of the entire school faculty and staff and encouraging, facilitating, and mentoring their work and professional development.
- j. Recommending the reappointment, appointment, promotion, and tenure of faculty according to University, departmental and school guidelines (Section 4), as well as Board of Regents' policy.
- k. Implementing personnel policies concerning faculty and staff of the school.
- l. Providing leadership to the faculty in reviewing, evaluating, and developing appropriate curricula and effective academic programs of study within the school.
- m. Seeking advice from faculty, chairs/directors, and staff on matters affecting the school.
- n. Reorganizing departmental and school administration in response to new opportunities or when more effective use of resources will be completed with faculty and staff consultation.
- o. Presiding over meetings of the school faculty.
- p. Assuring that faculty and staff have access to and knowledge of University, school, and departmental policies.
- q. Evaluating the performance of department chairs/directors and other administrative staff reporting to the Dean, according to University and school policies.
- r. Initiating procedures to search for chairs/directors and other administrative staff of the school whenever a vacancy occurs.
- s. Evaluating the facility needs of the school and advising the Provost of these facility needs.
- t. Implementing the University Affirmative Action Plan and ensuring equal opportunity for all who are job applicants to the school.
- u. Developing strategies to recognize outstanding achievements by faculty and staff through appropriate awards and honors.
- v. Fostering a spirit of cooperation and teamwork throughout the University and within the school.

3) To the students in the School, the Dean is responsible for:

- a. Providing an academic environment that nurtures all students to succeed to the best of their abilities through quality academic instruction, counseling, professional advice, and other assistance when necessary.

- b. Providing an academic advising system that informs students of all academic requirements of the school and their progress toward meeting those requirements.
- c. Seeking advice from students on matters affecting the school.
- d. Implementing University and school procedures to ensure an ethical and equitable academic atmosphere by enforcing policies involving such issues as academic misconduct, academic grade appeals, and ethics in research.
- e. Developing strategies to recognize outstanding achievement by students through appropriate awards and honors.
- f. Enforcing admission, retention, and graduation requirements of the school.
- g. On behalf of the faculty, recommending appropriate degrees for students who have met the requirements, as determined by University and school regulations.

4) To external constituencies, the Dean is responsible for:

- a. Providing school leadership in cooperation with University units that support alumni development, fund raising, government relations, and public relations efforts of the University.
 - b. Seeking advice from and communicating with graduates and other appropriate external constituencies concerning matters of interest to the school.
 - c. Cooperating with the University in disseminating information about the school to the State Regents, the Legislature, and other government entities.
 - e. Proactively seeking information, support, and cooperation with organizations employing University graduates.
- d. Faculty Responsibility of a Dean:** In addition to the administrative responsibilities described above, the Dean may be involved in teaching, scholarly activity, and University service and public outreach. The extent of involvement in teaching, research and creative/scholarly activity, and service shall be determined in consultation with the Provost. While the Dean is normally granted tenure within an academic department of the school, the Dean does not vote at faculty meetings of the department.
- e. Appointment of a Dean:** The Dean is normally appointed on a twelve-month basis. The Dean of a school shall be initially appointed to a specific term as negotiated by the Provost, thereafter renewable by the Board of Regents upon the recommendation of the President.
- f. Retention of a Dean:** The Dean of the school serves at the pleasure of the President upon the recommendation of the Provost. Retention or non-retention of a Dean is recommended by the Provost after completion of the comprehensive evaluation process under Section 2.3.4.1.h. of the Faculty Handbook. The Dean's faculty responsibilities are for the nine-month period assigned to Regular Faculty members. Administrative responsibilities are for twelve months. Salary distribution will be defined in terms of these two roles.

- g. Selection Procedure for a New Dean:** The selection procedures for a new Dean are described in 3.1 ("Administrative Search Committees") of the Faculty Handbook .
- h. Performance Evaluation of a Dean:** Evaluation of the Dean's performance is carried out by the Provost. It includes but is not limited to confidential evaluation by the Regular Faculty of the school. The faculty's assessment of the performance of the Dean is carried out at regular intervals, as described below. The primary purpose of the evaluation is to provide constructive feedback regarding how well job expectations are being met by the Dean. A summary of the faculty evaluation will be made available to the Dean, as well as to appropriate University officers.

Annual Evaluation

An annual performance evaluation will be conducted of all Deans by the Provost. The annual evaluation shall include:

1. A self-assessment by the Dean.
2. Confidential evaluation by the faculty of the school regarding administrative duties, to be conducted by the Vice President for Academic Affairs.
3. Confidential evaluation by the faculty of the appropriate academic department regarding the faculty responsibilities of the Dean, according to standard evaluation procedures of the department.
4. A formal consultation between the Dean and Provost.

i. Tenure of a Dean

Processes regarding tenure of the Dean shall be administered by the appropriate academic department in compliance with Section 4.5 of the Faculty Handbook.

j. Post-Tenure Review of a Dean

Post-Tenure Review of the Dean shall be administered by the appropriate academic department in compliance with Section 4.6 of the Faculty Handbook.

- k. Vacancy:** Whenever a vacancy occurs in the office of a school Dean, the Provost, if needed, shall appoint an interim or acting Dean of the school until a permanent Dean assumes responsibility for the school. Prior to the appointment, subject to approval of the President, the Provost shall seek input from representatives of the faculty, chairs/directors, and staff of the school involved to obtain advice on an appropriate candidate for the interim or acting dean.

l. Departmental Administration

An academic department is administered by a chair. The chair provides leadership in matters of policy determined by the Regular Faculty members of the department, operating within guidelines provided by the Board of Regents, University administrative officers, and the school. In schools not divided into departments, the school faculty is the equivalent of the departmental faculty, and the Dean performs the duties and functions of the chair.

1. **Departmental Faculty:** The departmental faculty has jurisdiction over matters of policy and procedure and the right to choose its own form of organization, as long as these do not conflict with published (in writing or

electronic media) rules and regulations of its own school, the University, or Board of Regents policy. These procedures will be filed with the Provost and the Dean of the school. As a matter of principle, the faculty is involved in preparing faculty personnel recommendations consistent with the Faculty Handbook, and it elects representatives who participate in transmitting formal recommendations.

- 2. Departmental Chairs:** The chair has a leadership function and is accountable both to the department and to the Dean for the performance of this function. The chair serves at the pleasure of the President and Provost upon the recommendation of the Dean. Retention or non-retention of a chair is recommended by the Dean after completion of the comprehensive evaluation process under Section 2.3.4.1.5. Chairs represent their department in relations with other departments, with the deans, and with other administrative officers of the University. The chair is expected to encourage and facilitate the work, quality, and professional development of the department. It is the responsibility of the chair to take the initiative in reporting the needs of the department to the Dean. This includes obtaining merited recognition of faculty members with respect to promotions, salary increases, and support for career development. Other leadership functions include implementing the Affirmative Action Plan; strategic planning; conducting program reviews; and making reappointment, promotion, and tenure recommendations.
- 3. Specific Responsibilities of the Chair:** The chair provides leadership in all matters of policy as determined by the faculty, Dean, and Provost. The chair determines procedures for carrying on the work of the department. Such functions shall include (but not be limited to): determining time and frequency of faculty meetings (at least monthly); establishing procedures for expenditures from departmental budget; with advice and consultation from the faculty, determining teaching assignments and class schedules for the department; preparing annual faculty evaluations and making recommendations to the Dean concerning budget requests/allocations for increases in salaries for faculty, faculty awards, and hiring of new faculty; reappointment; tenure; promotion; annual reviews of the progress of tenure-track faculty in their efforts to obtain tenure; and post-tenure reviews of tenured faculty members. The chair shall foster the welfare of the entire department faculty and staff and encourage, facilitate, and mentor their work and professional development.
- 4. Expectations of the Chair:** In addition to the administrative responsibilities described above, the chair is expected to be involved in teaching and scholarly activity. Department chairs shall have an established evaluation weight of 50% in Category 4, a minimum weight of 25% in Category I, and the remaining percentage distributed among the other two Categories.
- 5. Evaluation of the Chair:** Chairs will be evaluated annually by their respective Dean and departmental faculty. The Dean shall prepare an annual evaluation of the chair's teaching, research and creative/scholarly activity; and professional and University service and public outreach (other than departmental administration) using the standard process and forms for faculty evaluations. For evaluating the administrative effectiveness of the chair, the Dean shall solicit formal input from the entire faculty and staff of the

department. These evaluations, together with the Dean's evaluation of the chair's performance, will be discussed with the chair after April 15 or after all faculty members in the department have been evaluated.

6. Selection of Chairs/Directors:

- a.** Prior to initiating search and nomination procedures for a department chair, the faculty of the department should meet with the Dean of the school to discuss the needs and expectations of the department as they relate to the appointment of a new chair, the role of the chair, and the type of search (i.e., internal, regional, or national) that most likely will assure that an appropriate candidate is recommended and to discuss any budgetary considerations related to the search and appointment of a new chair.
- b.** If the Dean does not concur with the department faculty's recommendation, the Dean will meet with the department faculty to discuss reasons for disagreement. The Dean's final recommendation and the faculty's recommendations will be submitted to the Provost for approval and must be consistent with the University's Affirmative Action policies.
- c.** For regional and national searches, a search committee will be formed consisting of elected departmental faculty members appointed by the Dean, one or two students reflecting undergraduate majors, and graduate students to the extent appropriate.

SECTION 3

APPOINTMENT OF ADMINISTRATIVE OFFICERS

3.1 ADMINISTRATIVE SEARCH COMMITTEES

The selection of the President and other administrators is the responsibility of the Board of Regents, and any process leading to that selection is the prerogative of the particular Board in office at the time the selection process is to be initiated. It is suggested that administrative search committees make nominations and recommendations concerning candidates and that the President, if applicable, and the Board of Regents be guided by them in most instances, but it is understood that the President and the Board of Regents shall not be bound by nor limited to nominations and recommendations of administrative search committees.

Both the letter and spirit of all applicable state and federal laws shall be followed in the recruitment and appointment of administrative personnel.

3.1.1 President of the University

In all instances where a vacancy exists in the Office of the President, the vacancy shall be made known by the use of news media and other means to accomplish a wide circulation of the fact. Any person who wishes to apply for a vacant position will be given an opportunity to do so equal to that of any other applicant, subject to appropriate reasonable deadlines. Procedures utilized to screen and select will not discriminate on the basis of race, color, religion, national origin, gender, disability, political beliefs, or status as a veteran.

The presidential search committees shall have representation by faculty, student(s), and staff. The Board of Regents appoints these members from nominees selected by the University Regular Faculty, and the Student Government Association. Staff nominees will be selected by the President. Faculty members shall constitute a majority of search committee members chosen from the faculty, staff, and students.

There shall be twice as many nominees as there are positions. The Board of Regents may designate other members as deemed appropriate.

3.1.2 Other Major Administrative Personnel

The President shall secure appropriate counsel from the Board of Regents before accepting applications or initiating the search process for filling any vacancy in a major administrative position. Major administrative positions shall include Provost, Vice President, Dean, or equivalent administrator of a major administrative unit. Minimally, the consultation shall include a job description, required qualifications, and salary range. The search, screening, and selection process for major administrative personnel shall include securing appropriate counsel from faculty or students, or both, depending upon the nature of the duties to be performed. The term "appropriate counsel" normally will involve obtaining input from (1) faculty or students, (2) a special or permanent committee of the faculty of the administrative unit involved, and/or (3) duly-elected committees, boards, or councils at the school, departmental, or administrative unit level.

- a. **Vice Presidents:** The committee shall have faculty, student, and staff representation. The President shall appoint these members from nominees selected by the official faculty and student governance organizations. Staff nominees will be selected by the President in consultation with the Vice Presidents. There shall be twice as many nominees as there are positions. The President may designate other members as deemed appropriate.

- b. **Deans:** The search committee for the Deans shall have faculty, student, and staff representation. The President shall appoint these members from nominees selected by the official faculty and student governance organizations. Staff nominees will be selected by the President in consultation with the Provost. Upon requesting nominations by faculty members, the President shall designate the number of positions to be filled from (1) the general faculty of the particular school or unit involved and (2) the University faculty at large. There shall be at least one position filled from the University faculty at large from nominations made by the official faculty governance organization. In all cases, there shall be twice as many nominees as there are positions. The President shall make all appointments.

3.2 RETENTION OR REAPPOINTMENT OF ADMINISTRATORS

The continuation of administrators in their positions is a result of demonstrated satisfactory performance. The concept of tenure in an administrative position is not applicable. Each administrator's performance shall be continually evaluated, and administrators serve at the pleasure of the President. Administrators other than the President shall be evaluated by the responsible administrative supervisor in accord with evaluation procedures developed for the University. In instances where the performance of an administrator is determined to be unsatisfactory, the future performance of such an administrator must be carefully monitored by his or her supervisor. Continuing failure to improve by an administrator whose present or past performance is unsatisfactory may result in reassignment to other duties or termination from the administrative position.

Performance of the President will be evaluated only by the Board of Regents.

SECTION 4

FACULTY POLICIES

APPLICATION OF REVISED STANDARDS

The contents of this Faculty Handbook take effect when approved by the Board of Regents. The Provost shall have discretion in approving any special individual plans for assisting faculty who need time to obtain additional academic credentials necessary to meet any new requirements resulting from approval of this revision. Such individual plans will require completion of specific academic goals according to definite time standards. Rank and tenure achieved under the provisions of any previous edition of this Handbook will be honored.

Several sections of this Handbook refer to academic departments, department chairs, and/or departmentally-conducted procedures. If an academic school has no departments, procedures and activities assigned to departments in the various sections of this Handbook shall be accomplished by the academic school or an appropriate component thereof. In the event that disagreement arises within the school with regard to the appropriateness of the component of a school to which a responsibility is assigned, a recommendation will be developed by the Dean with appropriate faculty counsel and submitted to the Provost for approval. If an academic school has no department chairs or if the position of department chair is vacant, the duties of the chair will be performed by the Dean or the person designated by the Dean and approved by the Provost. The Provost will officially inform the faculty when a designee has been approved and provide a clear statement based on the Dean's recommendation of the duties of the designee. In such cases, all recommendations and procedures ordinarily initiated at the level of department chair will be initiated at the level of Dean, or the Dean's designee, as appropriate.

4.1 FACULTY MEMBERSHIP AND APPOINTMENTS

It is the policy of the University to recognize and implement the functions assigned to it by the Oklahoma State Regents for Higher Education. These functions are teaching, research and creative/scholarly activity; and professional and University service and; public outreach. The responsibility for carrying out this policy is shared by the Board of Regents, administrative officers, and the regular faculty.

4.1.1 Membership

The faculty is composed of two groups, the Regular Faculty and the Supplemental Faculty. In most cases, these faculty members have an instructional or research relationship to the University, either direct or supervisory. Faculty may be permanent or temporary, full-time or part-time.

Faculty status for categories of persons other than those who teach a course for University credit may be granted in accordance with standard procedures approved by the Provost after consultation with the Faculty Senate. Professional librarians are deemed to have faculty status, as are persons assigned by the United States Army as faculty members in the Department of Military Science. Other positions which shall be considered for faculty designation shall include, but are not limited to, positions in which the primary responsibility is providing educational assistance directly to students for the purpose of enhancing student academic development and positions in which the primary responsibility is basic or applied academic research.



4.1.2 Regular Faculty

The Regular Faculty includes members of the faculty who are full-time employees of the University and who hold the rank of Professor, Associate Professor, Assistant Professor, or Instructor. Regular faculty may hold one of the following appointments: (1) tenured; (2) tenure track; (3) non-tenure track.

1. **Tenured.** A tenured appointment is reserved for those Regular Faculty members who have been granted tenure by the Board of Regents. Tenured faculty members are on continuous appointment and, therefore, are not notified of their appointment status for the following year unless their appointment changes. The procedures for dismissal and suspension of tenured faculty are covered later in this section. Tenured faculty members appointed to administrative positions retain the tenure and rank that they held as Regular Faculty members. An administrator may not acquire tenure by virtue of an appointment to an administrative position unless specifically granted by the Board of Regents, but may attain and hold tenure as a member of the Regular Faculty.
2. **Tenure Track.** Tenure track appointments are for one academic year beginning mid-August and ending mid-May. The appointments are renewable annually at the option of the University. A person on tenure track will be given written notification of non-reappointment by March 1 by the Provost.
3. **Non-Tenure Track.** A non-tenure track appointment is one in which the faculty member is appointed to the Regular Faculty but is not eligible to receive tenure. Faculty members below the rank of Assistant Professor have non-tenure track appointments (Instructor is a non-tenure track appointment). Non-tenure track appointments are for one academic year beginning mid-August and ending mid-May. Faculty with this appointment will be given written notification of non-reappointment by March 1 by the Provost.

4.1.3 Supplemental Faculty

The Supplemental Faculty consists of:

1. **Adjunct Faculty.** Adjunct faculty members hold part-time appointments that may be by semester or by academic year. The rank of such faculty may be Adjunct Instructor or Lecturer. Adjunct faculty will be limited to teaching no more than nine hours per semester or session.
2. **Temporary.** A temporary faculty member is appointed for a period of one academic year or less. Upon termination of the temporary appointment, the position, if continued may, at the recommendation of the Dean and with the approval of the Provost, be reopened and advertised or staffed by the previous serving faculty member with high performance ratings without readvertising. Any new temporary position will be opened and advertised. Temporary faculty may be appointed at any rank.
3. **Visiting Faculty.** Visiting faculty are employed by the University to teach or perform research for a limited time and are typically on leave of absence from another institution of higher education or professional practice. Visiting faculty may be appointed at any rank.



4. **Volunteer Faculty.** A person who has special talents or expertise and whose time and services are donated may be appointed to the University as volunteer faculty. Volunteer faculty who meet the education qualifications may hold the temporary academic rank of Honorary Instructor, Honorary Assistant Professor, Honorary Associate Professor, or Honorary Professor.
5. **Clinical Supervisors.** Clinical supervisors are members of the Supplemental Faculty but are not employees of the University. They are practitioners who are assigned regular and continuing responsibilities in the clinical setting.

4.1.4 Initial Appointments to the Regular Faculty

Initial appointments to the Regular Faculty are initiated by the Provost and formally made by the Board of Regents. Consideration for appointment by the Board of Regents is given upon recommendation by the President. The terms and conditions of every appointment or reappointment shall be stated in writing and be in possession of both the University and faculty member before the appointment is consummated.

4.1.5 Appointments to the Supplemental Faculty

The President or his/her designee makes appointments to the Supplemental Faculty as required to meet the University's needs. Appointments to the Supplemental Faculty do not require Board of Regents' approval. These appointments are limited to specific duties and specific periods of time. Supplemental Faculty are not entitled to notification of non-reappointment.

4.1.6 Appointments to the Summer Faculty

An appointment to the Summer Faculty is limited to the specific summer for which the appointment is made. The President or his/her designee makes appointments for the summer session, and these appointments do not require Board of Regents' approval.

4.1.7 Full- and Part-Time Faculty Appointments

1. **Full-Time Appointments.** Full-time faculty members who teach courses for university credit have instructional and non-instructional duties as assigned by the University. Instructional duties include, but are not limited to, the teaching of assigned classes, evaluating the students in the classes, and meeting with those students who require assistance in their classes. Non-instructional duties include, but are not limited to, conducting research and creative/scholarly activity, recruiting students, retaining students, advising students, serving on committees, sponsoring organizations, continuing certification, and participating in professional organizations. A full-time faculty member should generally carry an instructional load of twelve hours per regular semester. Other full-time faculty include professional librarians who have equivalent non-instructional duties and comparable instructional duties in providing effective librarianship.
2. **Joint Appointments.** Appointments between two or more academic units or colleges or universities are encouraged when they are of mutual benefit. However, they must not total more than 1.0 FTE and must be approved by the appropriate administrative officials of all units involved; one academic unit and college shall



have primary responsibility for promotion and tenure consideration. Faculty cannot receive remuneration from two sources when it will result in an assignment greater than 1.0 FTE.

3. **Adjunct Appointments.** Adjunct appointments are part-time temporary appointments made for one semester or summer session only and involve instructional duties for certain course sections only. Compensation is determined at the University level. Adjunct faculty will be limited to nine hours per semester or session.

4.2 PRINCIPAL ACADEMIC RANKS AND TITLES OF THE UNIVERSITY

4.2.1 Academic Rank and Assignment of Rank

The principal academic ranks of the University shall be Professor, Associate Professor, Assistant Professor, and Instructor. (See Appendix B – Criteria for Promotion for length of service and degree requirements.)

The determination of professional training and/or experience necessary to meet the criteria for assignment of rank will be the responsibility of the appropriate academic officer on campus, who will consult with peers or supervisors of those who are being considered for changes in rank.

For appointment to the rank of Instructor an earned master's degree relevant to the teaching field awarded by a regionally accredited or internationally recognized institution is required. A baccalaureate degree is sufficient for faculty teaching only in selected fields in Associate in Applied Science degree programs or teaching only remedial courses.

4.2.2 Honorary Titles

Faculty members with distinguished service may receive additional recognition:

1. **Distinguished Professor.** A University faculty member who has held the rank of Professor for a minimum of ten years may be considered for the rank of Distinguished Professor. This award should be given on the rare occasions when superior performance and contributions to the discipline and University should be recognized.

The University will provide published criteria for determining whether a candidate has contributed in an exemplary manner in the major faculty responsibilities of teaching or librarianship, research and creative/scholarly activities; and professional and University service and public outreach, and non-teaching or academic duties, if applicable. Departmental personnel committees may nominate candidates who they feel meet those criteria. A portfolio supporting the nomination should be prepared by the candidate. Substantial evidence should be included in the portfolio of exceptional instructional performance, nationally and potentially internationally established recognition of research and creative/scholarly activities, research and creative/scholarly activities; and professional and University service and public outreach, and non-teaching or administrative duties, if applicable. Upon the recommendation of the department personnel committee, the department chair shall review the nomination and recommend or not recommend the candidate to the Dean. If the department chair does not recommend the candidate, he/she will prepare a written explanation for the department personnel committee and the



candidate. Upon receipt of the department chair's recommendation, the Dean will review the nomination and forward to the Provost the approval or disapproval of the candidate's nomination. If the Dean does not recommend approval, he/she will inform the department chair and the candidate of the decision in writing. The Provost will make a recommendation to the President for awarding or not awarding the title after reviewing the committee's recommendation and considering those recommendations with the other evidence presented. If the Provost does not recommend approval, he/she will inform the Dean, the department chair, and the candidate of the decision in writing.

The President will review all recommendations and the summary of the evidence and determine if the awarding of the title is appropriate. The President will forward his/her recommendation to the Board of Regents for awarding of the Distinguished Professor title. If the President does not recommend the awarding of the title, the Provost, Dean, Department Chair, and candidate will receive a written explanation for the decision.

Distinguished Professor appointment shall be strictly honorary and without stipend.

2. **Emeritus Appointment.** The title "emeritus" may be conferred as recognition for long and faithful service or for very distinguished service to the University. Members of the faculty with the rank of Distinguished Professor, Professor, Associate Professor, or Assistant Professor, and with ten years of distinguished service at the University shall be eligible for appointment to this rank. Such faculty may be recommended for this rank by the department chair or the Dean. The recommendation is made to the Provost, who makes his/her recommendation to the President. Emeritus appointments shall be strictly honorary and without stipend. However, this appointment does entitle the emeritus faculty member on the same basis as Regular Faculty members to a faculty parking sticker, a faculty ID card, admission to campus events, library privileges, fitness center privileges, and food service privileges. In addition, emeritus faculty members are allowed to use campus computer and research facilities in the continued pursuit of their scholarship interests.

4.2.3 Other Academic Titles

There are other appropriate titles for academic assignments and related University functions:

- a. **Laboratory Assistant.** This title is assigned to those persons in positions of student supervision in laboratories, internships, externships, clinics, or other such positions. Persons employed with this title must possess specific technical expertise and competence and be recommended by the appropriate department chair. Laboratory Assistants must function under the supervision of a faculty member and are appointed to perform specific functions as detailed in the notice of appointment. Appointment to this position carries no University commitment to reappointment or continuation beyond that specified in the notice of appointment, and these persons are ineligible to vote on matters involving University governance.
- b. **Graduate Teaching Assistant.** This title is assigned to a graduate student who is appointed to teach (a) specific class(es) for a specified academic semester or session. Persons employed with this title must have completed

a baccalaureate degree, have been admitted into a Cameron University graduate program with provisional or higher status, be enrolled in six or more graduate-level semester hours during each semester of employment (three semester hours for summer session), and possess other qualifications determined by the academic unit offering the position to include substantial appropriate subject matter expertise requisite to the teaching assignment. Before appointment, the academic unit offering the position shall obtain appropriate counsel regarding the student's academic record from the graduate student's advisor. Recommendations for assignment as a Graduate Teaching Assistant shall be approved by the department chair, Dean, and the Provost.

Graduate Teaching Assistants shall function under the direction of the department chair or a faculty member assigned by the department chair or the Dean to supervise the Graduate Teaching Assistant.

Appointment to the Graduate Teaching Assistant position carries no University commitment to reappointment or continuation beyond that specified in the notice of appointment, and these persons are ineligible to vote on matters involving University governance.

- c. **Graduate Research Assistant.** This title is assigned to a graduate student who is appointed to assist one or more faculty members conducting academic research or other scholarly work. Persons employed with this title must have completed a baccalaureate degree, have been admitted into the School of Graduate Studies with provisional or higher status, be enrolled in six or more graduate-level semester hours during each semester of employment (three semester hours for summer term), and possess other qualifications determined by the academic unit offering the position to include substantial appropriate subject matter expertise requisite to the research.

The Graduate Research Assistant will be supervised by a faculty member designated by the Dean, Provost, appropriate Vice President, or President.

Appointment to the Graduate Research Assistant position carries no University commitment for reappointment or continuation beyond that specified in the notice of appointment, and these persons are ineligible to vote on matters involving University governance.

4.3 TYPES OF FACULTY EVALUATION

1. **Annual Academic Performance Review**

An annual academic performance review shall be submitted for each full-time regular and supplemental faculty member.

2. **Reappointment of Regular Non-Tenured Faculty**

During the probationary period, a faculty member will be provided by the chair of the academic department with an annual, written evaluation of performance based on the annual academic performance review.

3. Promotion in Rank

Minimum University standards for promotion are defined in Appendix B. The criteria for promotion shall be consistent with the faculty member's annual academic performance review developed, approved, and completed since the last appointment or promotion. Minimum departmental standards as described in 4.3.1 must also be met.

4. Academic Tenure

The tenure decision shall be based on a thorough evaluation of the candidate's total contributions to the mission of the University. The criteria for tenure shall be consistent with the faculty member's annual academic performance review documents developed, approved, and completed since the most recent appointment or promotion.

5. Post-Tenure Review

The criteria for Post-Tenure Review shall be consistent with the faculty member's annual academic performance review documents developed, approved, and completed since the last review. While formal evaluations of tenured faculty are required at least each fifth year, following the last promotion review, formal evaluations may occur more frequently at the request of either the faculty member or the department chair.

4.3.1 Faculty Evaluation Standards

1. Departmental Standards

Given the variety of disciplines, University standards for tenure and promotion are considered to be minimum standards. Each academic department, working within the framework of the University standards, must identify the departmental objectives, faculty activities, and performance standards appropriate to meet those objectives. Department standards shall include evaluation criteria for:

1. Annual Evaluation
2. Promotion
3. Academic Tenure

Departmental standards will be developed by the department's Regular Faculty in cooperation with the department chair. Upon the recommendation of the department chair, the standards will be submitted to the Dean for review and approval. The Dean will submit the approved standards to the Provost for approval.

Department standards shall be written and made available to each faculty member of the department.

2. University Standards

a. Effective Classroom Teaching/Librarianship

Instructional assignments are based upon the expertise of the faculty member and the needs of the academic department. The assignments are made by the

department chair in cooperation with the faculty member.

Effective classroom teaching is demonstrated through mastery of a current knowledge base in subject matter taught at an appropriate student level. Such teaching stimulates achievement and practical personal applications by students. A regular review of current literature, research, and strategies for classroom application is necessary for effective teaching. An effective teacher evidences mastery in the classroom by thoroughly integrating skills, knowledge, sensitivity, and perception with the presentation of subject matter.

Effective classroom teaching is characterized by (1) subject matter mastery, (2) curriculum development, (3) course design, (4) delivery of instruction, (5) assessment of instruction and revision as necessary, (6) availability to students, and (7) fulfillment of instructional administrative responsibilities. Some examples of instructional administrative responsibilities are grading papers and recording grades

Means of documenting teaching effectiveness shall include but are not limited to student evaluation of instruction; peer, department chair and/or Dean evaluations; and evidence of student performance, as defined by the department.

Effective librarianship is characterized by (1) subject matter mastery, (2) delivery of reference services, (3) delivery of instruction, both group and individual, (4) collection development activities, (5) securing of materials not owned by Cameron library and needed by Cameron faculty, staff or students, (6) supervision of library staff members, (7) assessment of library services, (8) modification of library services as necessary, and (9) planning for future library needs.

b. Research and Creative/Scholarly Activity

Individual faculty research and creative/scholarly activities are defined by the professional interests of the faculty member. While the scope and nature of faculty research and creative/scholarly activity will vary among departments, University faculty shall be involved in scholarly activities, individually or collaboratively, which advance the state of knowledge or performance levels of their respective fields. Both the pursuit of new knowledge or techniques and the application of knowledge in creative ways are valued.

Research and creative/scholarly activity is demonstrated by the active involvement of a faculty member in the pursuit of knowledge and/or the application of knowledge in his/her academic field or discipline. While the scope and nature of faculty research and creative/scholarly activity will vary among departments, University faculty shall be involved in research and creative/scholarly activities, individually and/or collaboratively, which advance the knowledge base and performance levels of their respective fields. Both the pursuit of knowledge or techniques and the application of knowledge or techniques in creative ways are valued. Both the quality and quantity of productivity are considered in assessing the contributions and performances.

Examples of research and creative/scholarly activity are pedagogical research; development of marketable instructional materials or creative artistic works evaluated by juries or panels; participation in professional presentations or performances; publication of articles in refereed or editor-evaluated publications; demonstration of successful grantsmanship; selected unpublished research, books,

monographs, inventions, and patented or copyrighted products.

c. Professional and University Service and Public Outreach

Service occurs when a faculty member applies professional expertise beyond the classroom and research and creative/scholarly activity to advance the University and profession. This service should be correlated with the educational needs of the student body and the objectives of the University.

Professional service includes involvement in various professional organizations in a manner that accrues favorable notice to the individual and the University. Evidence of such service may consist of, but is not limited to, memberships in professional organizations appropriate to a faculty member's teaching field or area of responsibility; attendance at meetings; holding of offices; and serving on committees at local, state, regional, and national levels of said professional organizations.

University service activities may consist of, but are not limited to, academic advisement of students, sponsorship of student organizations, membership on ad hoc and standing committees, consultation to other areas of the University, participation in University or program self-study activities, and special assignments or responsible participation in activities which advance the academic programs of the University.

Student Advisement

Academic advisement is a very important service responsibility for faculty. Advisors are expected to assist students with enrollment, to counsel them about career options, to provide them information about deadlines and checkpoints, and to monitor their progress through programs. The department chair selects faculty to serve as advisors. A recommended maximum advisement load is approximately forty students.

Committees and Advisory Service

University service activities include sponsorship of student organizations, membership on ad-hoc and standing committees, consultation to other areas of the University, and participation in activities that advance the academic programs of the University.

Professional Activities

Membership in selected professional organizations appropriate to a faculty member's assignment is a basic responsibility. Involvement in professional organizations at local, state, regional, and nationwide levels consists of attending meetings, holding offices, and serving on committees.

Public Outreach

Service at large occurs when a faculty member contributes professional expertise pro bono to the activities of governmental, public schools, or other public and service agencies. The contribution may be in, but is not limited to, the following roles: consultant, program participant, member of a board or task force,

or advisor.

d. Performance of Non-Teaching or Administrative Duties

Non-teaching or administrative duties include, but are not limited to, student advisement in the Academic Advising Center; departmental management; public relations; classroom, studio, office, or other physical facility management; personnel management; equipment and supplies management; fiscal management; and time management.

These assignments are based upon the needs of the department, the school, and the University. Such assignments will be developed cooperatively between the faculty member and department chair or appropriate administrative officer.

4.3.2 Annual Academic Performance Review

Effective teaching or librarianship; scholarly research and creative/scholarly activity; and professional and University service and public outreach; and performance of non-teaching or administrative duties are the professional responsibilities at the University. While this is primarily a teaching University, it is a basic principle of higher education that scholarly activity informs effective teaching.

At the same time, the University faculty contributes richness to the culture of the community at large through their unique skills and talents. Evaluation of faculty performance includes these four areas and provides a critical process for continuous improvement of the University and faculty.

- a. The Annual Academic Performance Review is designed to promote and improve faculty development and performance.
- b. The Annual Academic Performance Review should provide important information for promotion, tenure, and post-tenure review decisions as well as merit salary increases.
- c. The Annual Academic Performance Review covers a year of performance except in certain instances; i.e., new faculty, faculty on leave.
- d. The Annual Academic Performance Review should utilize several sources of data, and these sources shall be clearly communicated by the department.
- e. The Annual Academic Performance Review should be individualized and flexible, and take into consideration the University's nature, directions, and priorities, the administrative unit's needs, and the individual's interests consistent with Faculty Evaluation Standards (4.3.1) including University Standards and annually reviewed and approved Departmental Standards.
- f. The Annual Academic Performance Review should include only activities, contributions, and involvements directly related to the University or to the faculty member's educational field.

4.3.3 Annual Academic Performance Review Documents

1. Annual Plan

The Annual Plan, composed at the beginning of the evaluation review cycle, will

identify areas for continued growth and the development of the faculty member in relation to the goals and mission of the department and the University.

2. Annual Appraisal Report

The Annual Appraisal Report shall be based on the Annual Plan maintained in the academic department. The Appraisal Report is an overview of performance covering the current evaluation cycle. It is comprised of a brief statement describing the accomplishments for each exemplar listed in the Annual Plan and a rating assigned to each criterion. An overall rating combining all categories along with a summary paragraph is also submitted. Completion of the Annual Appraisal Report is based upon a conference of the department chair and the individual faculty member during which the overall self rating by the faculty member and the chair's rating of the faculty's member's overall performance are finalized.

The written format of both the Annual Plan and the Annual Appraisal Report shall be determined by the faculty of each department. Any form those documents take shall be consistent with the Annual Academic Performance Review Faculty Evaluations Standards (Section 4.3.1), the minimum weights of each performance category (Section 4.3.4), and the Annual Academic Performance Review Rating Scale (Section 4.3.5).

Appendix C provides an optional form that departments may adopt in lieu of developing their own as part of the Annual Plan and Annual Appraisal Report documents.

4.3.4 Annual Academic Performance Review Categories and Minimum Weights

The Annual Academic Performance Review is based on four categories of faculty responsibilities. Each category has a weighted minimum percentage set by the University according to faculty duties.

In the Annual Plan, each regular faculty member in negotiation with the department chair establishes individualized percentages for every appropriate category, to total 100%. Emphases in each category should reflect the faculty member's interests and goals, as well as those of the department and the University.

In a situation where a faculty member's assignment is significantly modified during the academic year, the weighting of performance categories may be renegotiated to reflect the modified assignments.

University minimum weights of each category for tenured and tenure track faculty are as follows:

| | | |
|------------|---|-----|
| Category 1 | Teaching | 50% |
| Category 2 | Research and/or Creative/Scholarly Activity | 10% |
| Category 3 | Professional and University Service and Public Outreach | 10% |
| Category 4 | Performance of Non-teaching or Administrative Duties | 0% |

All faculty members are rated on negotiated criteria in Categories 1, 2, and 3, based on

established limits. Those duties or assignments that result in a reduced teaching load will also be considered in Category 4.

Faculty members with non-tenure track appointments will be evaluated in Category 1 and at least one other category as determined in negotiations with the department chair. When only two categories are evaluated, the maximum percentage allowed in Category 1 is 90%.

Department chairs shall have an established weight of 50% in Category 4, a minimum weight of 25% in Category 1, and the remaining percentage to total 100%, from at least one additional category as determined in negotiation with the Dean.

4.3.5 Annual Academic Performance Review Categories and Rating Scale

The department chair assumes that the faculty member is functioning at a level of “satisfactory” unless there is evidence to the contrary. For a rating lower than satisfactory, the chair has the responsibility of presenting evidence; for a rating higher than satisfactory, the faculty member has the responsibility of presenting evidence. An overall performance rating of the categories is determined by the relationship among the weighted percentages and the composite ratings from each category.

Category 1: Effective Classroom Teaching or Librarianship

All regular faculty members shall be rated in Category 1. All seven goals, defined in section 4.3.1.2.a, shall be addressed in the faculty member’s Annual Plan. In the Annual Appraisal Report, each goal will be rated independently by the faculty member and department chair according to University and departmental standards. Ratings for each goal shall be combined to produce an overall self rating in the category. The overall rating must be substantiated by multiple sources of evidence. For example, results from student evaluations, peer-evaluations, evidence of student proficiency, and other relevant sources of evidence should be cited to support the overall rating.

Category 1 should be evaluated primarily within the university. Thus, qualitative and quantitative departmental and university standards should be used in determining ratings. While some statewide recognition or recognition beyond the state is possible in this category, such recognition is not expected or necessary to achieve very good (4) or outstanding (5) ratings.

Category 2: Research and / or Creative/Scholarly Activity

All tenured and tenure track faculty shall be evaluated in Category 2. The applicability of this category for regular non-tenure track faculty members will be determined by the department chair in negotiation with the faculty member. All goals to be evaluated shall be listed in the faculty member’s Annual Plan. In the Annual Appraisal Report each goal will be rated independently by the faculty member and department chair according to University and departmental standards. Ratings for each goal shall be combined to produce an overall self rating in the category. Evidence appropriate for each goal listed on the Annual Plan should be cited.

Statewide recognition is required in Category 2 for a rating of very good (4). Recognition beyond the state is required for an outstanding rating (5).

Category 3: Professional and University Service and Public Outreach



All tenured and tenure track faculty shall be evaluated in Category 3. The applicability of this category for regular non-tenure track faculty members will be determined by the department chair in negotiation with the faculty member. All goals to be evaluated shall be listed in the faculty member's Annual Plan. In the Annual Report, each goal will be rated independently by the faculty member and department chair according to University and departmental standards. Ratings for each goal shall be combined to produce an overall self rating in the category. Evidence appropriate for each goal listed on the Annual Plan should be cited.

Category 3 should be evaluated primarily within the University. Thus, qualitative and quantitative departmental and university standards should be used in determining ratings. While some statewide recognition or recognition beyond the state is possible in this category, such recognition is not expected or necessary to achieve very good (4) or outstanding (5) ratings. However, the Professional Service component of Category 3 offers more opportunities for statewide recognition or recognition beyond the state and should be rated accordingly.

The ratings on the evaluation scale are as follows:

- 5 OUTSTANDING:** Performance is among the best of colleagues in similar appointments in similar institutions in the respective field nationwide. On applicable criteria, faculty member has recognition beyond the state.
- 4 VERY GOOD:** Performance is among the best of colleagues in similar appointments in similar institutions in the respective field statewide. On applicable criteria, faculty member has statewide recognition.
- 3 SATISFACTORY:** Performance is productive, effective, and consistent with the achievement of the emphases, objectives, and interests of the University, the department, and/or the individual.
- 2 MARGINAL:** Performance is less than adequate for achieving the emphases, objectives, and interests of the University, the department, and/or the individual.
- 1 UNSATISFACTORY:** Performance fails to contribute to the achievement of the emphases, objectives, and interests of the University, the department, and/or the individual.

4.3.6 Annual Academic Performance Review Procedures and Timeline: For Regular Faculty

- 1. By September 1,** the faculty member and the department chair meet and discuss Annual Plan for the current year and the Annual Performance Review from the previous year.
- 2. By September 15,** the faculty member shall revise and update the Annual Plan for the current year to include any activities completed since the last evaluation and any continuing projects. The faculty forwards the revised plan to the department chair. The department chair shall send the previous year's Annual Academic Performance Review, a draft of the current year's Annual Plan, and other

documentation (if applicable) to the Dean.

3. **By October 15**, having received written input from the Dean, the faculty member and the department chair shall meet to revise and complete the current year's Annual Plan.
4. **By March 1**, the faculty member shall submit to the department chair a self-evaluation of the previous year's accomplishments and a self-rating of each criterion, in addition to an overall self-rating of performance.
 - a. The faculty member shall complete the Annual Appraisal Report.
 - b. Before the March conference with the department chair, the faculty member shall conduct a self-evaluation of the year's accomplishments and succinctly describe progress for each goal listed in the Annual Plan. A brief statement indicating whether the goal was fully accomplished, partially accomplished, or not addressed is appropriate.
 - c. As the faculty member formulates an overall self-rating in Category 1, he/she shall rate each of the seven required criteria/goals listed in 4.3.2.1.a, Effective Classroom teaching or Librarianship. Ratings for each criterion/goal shall be combined to give an overall self rating. The overall rating must be substantiated by multiple sources of evidence. For example, results from student evaluations, peer-evaluations, evidence of student proficiency, and other relevant sources of evidence should be cited to support the overall rating.
 - d. In Category 2, research and / or creative/scholarly activity, evidence appropriate for each goal listed on the Annual Plan should be cited. Overall ratings should reflect both University and departmental evaluation criteria.
 - e. In Category 3, professional and University service and public outreach, evidence appropriate for each goal listed on the Annual Plan should be cited. Overall ratings should reflect both University and departmental evaluation criteria.
 - f. The faculty member shall write a summary paragraph that combines each applicable category to give an overall cumulative rating for performance. Numerical ratings for each goal and overall ratings for each applicable evaluation category, as well as the cumulative overall rating shall be indicated within, or as an attachment to the report.
 - g. When the self-evaluation is complete, the faculty member shall forward all Annual Academic Performance Review documents to the department chair.
5. **By March 15**, the department chair shall schedule a conference with the faculty member to discuss the chair's appraisal of the faculty member's performance for that evaluation cycle. Before the conference, the department chair shall review the faculty member's Annual Academic Performance Review Documents including the Annual Plan, and Annual Appraisal Report, along with any supporting materials. The chair shall make his/her own evaluation of the faculty member and mark the rating on the Annual Appraisal Report document. During the conference, the chair shall present the completed Appraisal to the faculty member. The document is



signed by both the department chair and the individual faculty member. The faculty member's signature denotes that the evaluation has been conducted according to approved procedures. It does not necessarily mean agreement with the ratings. The chair shall also send a copy of the completed Appraisal completed by the faculty member and chair along with the Annual Plan and other documentation (if any) to the Dean. If the faculty member disagrees with the chair's appraisal, he/she shall have ten working days to forward a rebuttal to the Dean.

6. **By April 15**, the Dean shall write brief comments about the completed Annual Academic Performance Review, returning a copy to the department chair and to the faculty member.

4.3.7 Non-Reappointment

The Board of Regents delegates to the President the authority to reappoint or not to reappoint non-tenured faculty members. The Provost will notify the faculty member not later than March 1 prior to termination of the current appointment. Notification of non-reappointment will be made by certified mail with return receipt requested. Decision not to reappoint may be without specific cause. Reappointment or non-reappointment by the University is subject to approval by the Board of Regents.

4.4 PROMOTION IN RANK

- a. The interests of the University will best be served through a spirit of cooperation and a sense of mutual confidence among the faculty, the department chairs, the academic deans, the Provost, and the President. The procedure for recommending promotion in rank is designed to systematize as well as to encourage such cooperation and mutual confidence.
- b. The University continually seeks to build and improve its academic stature. A major mechanism for strengthening the University academically is a sound and consistent promotion policy that demands and rewards faculty academic development.
- c. Academic rank or promotion in academic rank is granted by the Board of Regents upon recommendation of the President. Determination of merit and recommendation for granting promotion in rank shall be in accordance with departmental standards, the promotion policies and procedures of the University, and the professional judgment of the individuals involved in the evaluation process.
- d. Faculty must meet the standards regarding academic credentials, length of service, and Category 1, Effective Classroom Teaching or Librarianship, to be eligible for promotion. Evaluation of the faculty member's performance in the other categories shall be based upon individualized criteria negotiated in the faculty member's Annual Plans approved by the department chair and the Dean. (See Appendix B.)

4.4.1 Promotion Procedures and Timeline

The following steps outline the procedures in the promotion process. A Portfolio Transmittal Form to certify the receipt dates and transmittal dates at each step of the promotion process must accompany the request.

It is the responsibility of the individual faculty member to monitor the flow of materials through the process. At each stage of the promotion process, previous recommendations



and any rebuttals should be forwarded with other documents. At any step in the process, the faculty member may withdraw a request for promotion in rank.

Step 1 – By October 15, the faculty member files a written request with the department chair. It is the responsibility of the individual faculty member to initiate the request for a promotion in rank and to prepare the portfolio of materials. The request must be accompanied by a portfolio exhibiting documentation of effective teaching or librarianship, research and creative/scholarly activity; and professional and University service and public outreach; and performance of non-teaching or administrative duties, if appropriate. The portfolio must include the annual evaluation documents. The department chair will advise the faculty member in preparation of this request.

Step 2 – By November 1, a Personnel Committee shall be formed. The department chair shall call a meeting of the Personnel Committee to initiate discussion of the request and submit the portfolio of materials to the Committee.

The Personnel Committee shall be composed of five tenured faculty members of the department of equivalent or higher rank to the rank sought by the faculty member undergoing review unless another arrangement has been approved in writing by the Dean and the Provost. In the case that a department has more than five eligible tenured members of equivalent or higher rank, members of the Personnel Committee will be selected by the Dean in consultation with the faculty member and the eligible tenured members of the department of equivalent or higher rank. In the case that a department has fewer than five tenured members of equivalent or higher rank, additional members will be selected by the Dean in consultation with the faculty member and the eligible tenured members of the department of equivalent or higher rank. In the case of a joint appointment, the second department will be given an opportunity to provide input. In other exceptional cases, as determined by the Provost, a senior faculty member outside the department but within the School shall be added to the Personnel Committee, such member being chosen by the faculty member under review from a list of three candidates selected by the Provost.

Step 3 – By November 15, after each member of the Personnel Committee critiques the portfolio and each performance criterion, the faculty member's performance shall be reviewed, discussed, and evaluated by the Personnel Committee. In the course of the review the faculty member shall have the opportunity to meet with the Personnel Committee. After completion of the review, the Personnel Committee shall then send the portfolio and the Committee's written decision to recommend or not recommend promotion to the department chair.

Step 4 – By December 1, the department chair reviews the portfolio, evaluates each performance criterion, and considers the recommendation of the department personnel committee to decide to recommend approval or disapproval of the request. In either instance, the department chair notifies the faculty member of the action, providing reasons in writing for the decision, and forwards the request with an evaluation and a statement recommending approval or disapproval to the Dean. If the chair recommends disapproval of the request, the faculty member shall have ten working days to forward to the Dean a rebuttal of the chair's recommendation.

Step 5 – By January 15, the Dean reviews the portfolio, evaluates each performance criterion, and decides to recommend approval or disapproval of the request. In either instance, the Dean notifies the department chair and the faculty member of the action, providing reasons in writing for the decision, and forwards the request with an evaluation



and a statement recommending approval or disapproval to the Provost. If the Dean recommends disapproval of the request, the faculty member will have ten working days to forward to the Provost a rebuttal of the Dean's recommendation.

Step 6 – By February 15, the Provost reviews the portfolio, evaluates each performance criterion, and decides to recommend approval or disapproval of the request. The Provost will then forward a recommendation concerning the request and all documentation to the President. The Provost will also provide reasons in writing for the decision to the Dean, the department chair, the Personnel Committee, and the faculty member.

Step 7 – By March 15, upon receiving all recommendations from the Provost, the President decides either to approve or disapprove the request. If approved, the recommendation is forwarded to the Board of Regents, normally at the May meeting. The President informs the Provost of the decision. In turn, the Provost notifies the Dean, the department chair, the personnel committee, and the faculty member in writing. A decision by the President to disapprove a request for promotion should be accompanied by reasons in writing.

4.5 **ACADEMIC TENURE**

- a) Tenure is a privilege and a distinctive honor. Tenure is defined as continuous reappointment which may be granted to a faculty member in a tenure-track position, subject to the terms and conditions of appointment.
- b) The tenure decision shall be based on a thorough evaluation of the candidate's total contribution to the mission of the University. While specific responsibilities of faculty members may vary because of special assignments or because of the particular mission of an academic unit, all evaluations for tenure shall address at a minimum whether each candidate has achieved excellence in the following areas: 1) teaching; 2) research and creative/scholarly activity; 3) and professional and University service and public outreach; and 4) performance of non-teaching or administrative duties, if appropriate. The academic department may formulate standards for this review and determine the appropriate weight to be accorded each criterion consistent with the mission of the academic unit.
- c) Tenure is granted by the Board of Regents upon recommendation of the President. Determination of merit and recommendation for granting tenure shall comport with the criteria and policies and procedures contained in this section.
- d) Tenure shall be granted only by written notification after approval by the Board of Regents. Only full-time faculty members holding the academic rank of Assistant Professor, Associate Professor, or Professor may be granted tenure.

4.5.1 **Concepts Regarding Tenure**

1. The interests of the University will best be served through a spirit of cooperation and a sense of mutual confidence among the faculty, the departments, the academic Deans, the Provost, and the President. The procedure for recommending tenure is designed to systematize as well as to encourage such cooperation and mutual confidence.
2. A maximum of sixty-five percent of the full-time faculty at the University may hold tenure at any one time. In the event the sixty-five percent limit is



reached, there will be no additions to the tenured faculty at the University. However, the tenure process on campus will continue. Faculty members recommended for tenure will be placed in a priority-hold status by year, pending vacancies. As tenured positions become available, faculty members will be removed from tenure-hold according to the following criteria in decreasing order of importance: longest time on tenure-hold, longest service to the University, highest rank, and longest tenure-eligible service.

3. The University acknowledges the following AAUP statement on tenure: "The heightened protection of the tenured faculty is not a privilege, but a responsibility earned by the demonstration of professional competence in an extended probationary period leading to a tenured position with its 'rebuttable presumption of professional excellence'." *"Post-tenure Review: an AAUP Response"*
4. Under exceptional circumstances, a new faculty member may be recommended for tenure by a department chair, an academic Dean, the Provost, or the President without going through the normal process.
5. In the event that one of the deadlines in the tenure process falls on a weekend or holiday, the deadline becomes the next working date at the University.
6. After the tenure process is completed, the following action should be taken:
 - a) The results of all balloting and recommendations from the Dean, department chair, and Provost will be placed in the personnel file of the candidate.
 - b) The portfolio and a copy of all recommendations will be returned to the candidate.
7. Once the tenure process had been initiated, it must be completed.
8. Any exception to the policy on tenure is subject to approval of the President and the Board of Regents.

4.5.2 Periods of Appointment and Tenure

Faculty members holding the academic rank of Assistant Professor, Associate Professor, or Professor may receive tenure at any time. A probationary period will be defined for each faculty member at the time of initial appointment consistent with Section 4.5.4. Six years shall be the maximum probationary period for the eligible faculty member to attain tenure.

If, at the end of six years any faculty member has not attained tenure, the faculty member may be retained on the faculty until the end of the academic year following that in which there was notification of the denial, unless there are reasons (under Section 4.5.6) to the contrary. For the purpose of determining probationary employment of faculty members for tenure consideration, sabbatical leave counts as a part of the period of probationary employment, and a leave of absence is not included as part of the probationary period.



4.5.3 Procedure and Timeline for Requesting Tenure

The normal procedure for granting tenure is initiated by the faculty member during the fifth or sixth year of service to the University in a tenure track position. The following steps outline the normal process:

A Portfolio Transmittal Form to certify the receipt dates and transmittal dates at each step of the tenure process must accompany the request and is available in the University Forms folder on the intranet. It is the responsibility of the faculty member to monitor the flow of materials through the process. At each stage of the tenure process, previous recommendations and any rebuttals should be forwarded with other documents.

Step 1 – By October 15:

The faculty member files a written request for tenure with the department chair. It is the responsibility of the individual faculty member to initiate the request for tenure and to prepare the portfolio of materials. The request must be accompanied by a portfolio exhibiting documentation of excellence in teaching or librarianship, in research and creative/scholarly activity; and professional and University service and public outreach, and in performance of non-teaching or administrative duties, if appropriate. The portfolio must also include the Annual Academic Performance Review documents.

Step 2 – By November 1:

A Tenure Committee shall be formed. If there are at least five (5) tenured faculty members within the department, all serve as the Tenure Committee. In the event that the number of tenured faculty members in the department is fewer than five, the Dean, in consultation with the faculty member and the tenured faculty members of the department, shall select additional members to form a group of at least five tenured faculty members that will serve as the Tenure Committee.

Step 3 – By November 15:

The Department Chair shall call a meeting of the Tenure Committee to initiate discussion of the request. After each member of the Tenure Committee critiques the portfolio and each performance criterion, the faculty member's performance shall be reviewed, discussed, and evaluated by the Tenure Committee. This review shall be conducted in a manner that allows for input from non-tenured colleagues, students, and alumni, as well as administrative information from the department chair. The department chair however is not allowed to participate in Committee deliberations. In the course of the review, the faculty member shall have the opportunity to meet with the Tenure Committee. After completion of the review, a poll by secret ballot of the Tenure Committee will be taken to determine whether a recommendation for the granting of tenure will be made. A simple majority rule shall prevail. The Tenure Committee shall then send the portfolio, the Committee's vote, and the recommendation to grant or to deny to the department chair. The Committee's recommendation should be signed by all members of the committee denoting the process was conducted according to procedures. All ballots are to be retained by the chair of the Tenure Committee until a final decision is reached concerning the request.

Step 4 – By December 1:

The department chair shall review the Tenure Committee's vote, critique the portfolio, evaluate each performance criterion, and decide whether to recommend the granting of



tenure. The department chair will then forward a recommendation concerning the request and all documentation to the Dean. The department chair will also provide in writing a statement of his/her action to the Tenure Committee and the faculty member. If the chair recommends disapproval of the request, the faculty member will have ten working days to forward to the Dean a rebuttal of the chair's recommendation.

Step 5 – By January 1:

The Dean shall review the department chair's recommendation, and the Tenure Committee's vote, critique the portfolio, evaluate each performance criterion, and decide whether to recommend the granting of tenure. The Dean will then forward a recommendation concerning the request and all documentation to the Provost. The Dean will also provide a written statement of his/her action to the department chair, the Tenure Committee, and the faculty member. If the Dean recommends disapproval of the request, the faculty member will have ten working days to forward to the Provost a rebuttal of the Dean's recommendation.

Step 6 – By February 1:

The Provost shall review the Dean's recommendation, the chair's recommendation, and the Tenure Committee's vote and recommendation, and decide whether to recommend or not recommend the granting of tenure. The Provost recommends granting or denying tenure and notifies the President and the faculty member in writing. The Provost will also provide a written statement of his/ her action to the Dean, the department chair, and the Tenure Committee.

Step 7 – By March 1:

Upon receiving a recommendation from the Provost, the President decides to approve or disapprove the request for tenure.

If the President approves the request for tenure, she/he shall recommend the granting of tenure to the Board of Regents, normally at the May meeting. The President then reports the action of the Board of Regents to the Provost, the Dean, the department chair, and the faculty member.

If the President disapproves the request for tenure, she/he shall notify the Provost, the department chair, the Tenure Committee, and the faculty member. A decision by the President to disapprove a request for tenure shall be accompanied by reasons in writing.

Since only the Board of Regents may grant tenure based upon a recommendation by the President, de facto tenure is not recognized by the University.

4.5.4 PROBATIONARY PERIODS

4.5.4.1 Notification of Employment

The Employment Letter furnished to a candidate for appointment to the faculty shall specify, in addition to the rank and salary, the length of the probationary period for the appointment and any special conditions pertaining to the appointment. All such conditions must be set forth in writing by the Provost and approved by the President whenever any faculty appointment is offered.

4.5.4.2 Commencement Date of Probationary Period

The probationary period for a faculty member whose effective date of appointment is later than the start of the academic year but no later than the first day of the second semester will be considered as dating from the beginning of the first semester, provided that the department or division in question records in writing its prior agreement to such an arrangement. If the effective date of appointment is later than the first day of the second semester, the probationary period shall begin with the first semester of the next academic year. (The beginning of academic year appointments is August 15, and the beginning of the second semester is January 1.)

4.5.4.3 Term of Probationary Period for Professors

A new faculty member appointed at the rank of Professor may be given tenure from the date of appointment, or a probationary period may be set. Persons with three or more years of prior service may have a probationary period of no more than three years. The probationary period's length shall be set at the time of offer by the tenured members of the appointee's academic department, subject to agreement by the Dean, the Provost, and the President. If a majority of the department's tenured faculty members do not favor tenure upon appointment, the determination of tenure shall be made in the regular fashion, as specified in Section 4.5.2.

4.5.4.4 Term of Probationary Period for Assistant and Associate Professors

For a faculty member who is eligible for tenure and whose initial appointment is at the rank of Assistant Professor or Associate Professor, the probationary period shall be six academic years or 12 regular semesters, except in cases noted below in Section 4.5.4.5, Included in the probationary period may be prior full-time service (up to a maximum of three years) in professorial ranks at other institutions of higher education, or prior regular full-time service (up to a maximum of three years) that the appointee may have performed in the past at the University in the rank of Instructor or above subject to approval by the President after consideration of the recommendations of the appropriate department chair and Dean. Prior full-time service as Instructor or in a comparable non-professorial rank at other institutions of higher education and prior full-time service on temporary appointments at the University may also be included as part of the probationary period if this arrangement is agreed upon in writing at the time of the first regular appointment. The parties to such an agreement are the appointee, the academic department chair, the Dean, and the Provost.

4.5.4.5 Probationary Period Adjustment

In certain unusual cases, tenure may be awarded to faculty members of extraordinarily high merit prior to the end of the sixth probationary year. Any academic department's recommendation to award tenure before the end of the usual probationary period should be accompanied by an accounting of compelling reasons for this action. (Early tenure is not to be an expected reward for outstanding performance. There must be other "compelling reasons" for any exception to the normal probationary period, and any department considering such a recommendation should confer with the Dean prior to proceeding with the tenure consideration. Early tenure cannot be initiated without prior written approval of the Provost and the President.) If the University's decision at that time is not to confer tenure, however, the faculty member in question may, subject to continuation or renewal of contract, continue to serve in the probationary period and be considered for tenure again without prejudice.

4.5.4.6 Converting from Part-Time to Full-Time Service

Whenever an untenured part-time faculty member converts from part-time to full-time service, with the rank of Assistant Professor or above, specific written understanding must be approved by the Provost as to if and how the period of part-time service will be counted toward satisfying the probationary period for tenure.

4.5.4.7 Family Medical Leave During Probationary Period

If a tenure-track faculty member takes Family Medical Leave, the probationary period prior to a tenure decision may be extended for one year at the written request of the faculty member with approval of the President after consideration of the recommendations of the appropriate department chair, Dean, and Provost.

4.5.4.8 Annual Performance Evaluation During Probationary Period

During the probationary period, a faculty member will be provided by the chair of the academic department with an annual, written evaluation of performance. Such annual evaluation shall be provided prior to the applicable notification deadline for reappointment, with a copy sent to the Dean and the Provost (See Section 4.3).

4.5.4.9 Starting Date for Tenured Appointments

Faculty members accorded tenure normally will commence their tenured appointments in the academic year immediately following the Board of Regents' action.

4.5.5 Notification of Denial of Tenure

A faculty member at any rank who is denied tenure may be retained on the faculty until the end of the academic year following that in which there was notification of the denial, unless there are reasons (under Section 4.5.6) to the contrary.

4.5.6 Causes for Dismissal or Suspension of Tenured Faculty

The University strives to exercise great care in selecting its faculty appointees and to confer tenure upon only those faculty members who have demonstrated their merit for tenured appointment. For that reason, severe sanctions such as a dismissal proceeding involving a tenured faculty member (abrogation of tenure) or of a regular faculty member during a non-tenure track or tenure-track appointment should be an exceptional event. It is also recognized, however, that a few faculty members may, from time to time, engage in improper conduct which require severe sanctions short of dismissal. Such sanctions may include but are not limited to loss of prospective privileges for a stated period; restitution; a fine; a reduction in salary; or suspension from service for a stated period, without other prejudice. As in the case of dismissal, the imposition of severe sanctions short of dismissal should be viewed as a serious and infrequent step usually undertaken only after administrative remedies and minor sanctions have failed.

While extreme action will be required infrequently, the University must be prepared for such an eventuality, so that both the integrity of the University and the rights of the faculty member may be preserved. Toward this end, the faculty must be willing to recommend severe sanctions upon or dismissal of a colleague when necessary. By the same token, the President and the Board of Regents shall give all reasonable consideration to faculty recommendations.



Only the Board of Regents has the power to impose severe sanctions. The Regents shall exercise this power only in cases where it determines that there exists sufficient cause for such action.

A faculty member against whom the imposition of a severe sanction is to be brought or whose dismissal is to be requested must have given such cause for the action as relates directly and substantially to his/her professional capabilities or performance. It is not possible to specify all proper grounds for these drastic measures. Proper reasons for dismissal of a regular faculty member who has tenure or whose tenure-track appointment has not expired include, but are not necessarily limited to, the following:

- a) Professional incompetence or dishonesty, including but not limited to, academic dishonesty, or misuse of University property or resources;
- b) Substantial, manifest, or repeated failure to fulfill professional duties or responsibilities;
- c) Personal behavior preventing the faculty member from satisfactory fulfillment of professional duties or responsibilities, including but not limited to, deliberate and grave violations of the rights and freedoms of fellow faculty members, administrators, or students.
- d) Serious violations of law which are admitted or proved before a competent court, preventing the faculty member from satisfactory fulfillment of professional duties or responsibilities, or violations of a court order, when such order relates to the faculty member's proper performance of professional responsibilities;
- e) Changes in the University's educational function through action of the Board of Regents and/or the State Regents for Higher Education, which result in the elimination of an academic unit. In such instances the University will make every reasonable effort to reassign affected faculty members to positions for which they are properly qualified before dismissal results from such elimination; *
- f) Financial Exigency; *
- g) Action(s) involving moral turpitude.

* Although not considered severe sanctions, (e) and (f) are proper reasons for dismissal of a faculty member who has tenure or whose tenure-track appointment has not expired.

Suspension of a faculty member or assignment to other duties in lieu of suspension is justified only if immediate harm to the faculty member or to others is threatened by that person's continued performance of regular duties. The faculty member may on request, and at the convenience of the department, be relieved of some professional duties if this is necessary to provide time for the preparation of a defense. Summary suspension does not remove from the University the obligation to provide due process within a reasonable period of time following action. (*The University of Oklahoma Board of Regents' Policy Manual Section 2.3.4*)

4.5.6.1 Suspension of a Tenured Faculty Member

The President shall have the authority to suspend any faculty member formally accused of the causes listed above. The President shall notify the Board of Regents of the terms and



conditions of the suspension. A faculty member should be suspended only if harm to the faculty or students is imminent or disruption of the educational process is threatened by the faculty member's continuance. During the suspension period, compensation for the faculty member will be continued unless, during the suspension period, the faculty member is convicted of a felony or a crime involving moral turpitude.

4.5.6.2 Dismissal of a Tenured Faculty Member for Cause

Dismissal proceedings shall begin with a conference between the faculty member and the appropriate academic officer. The conference may result in agreement that the dismissal proceedings should be discontinued or that the best interest of the tenured faculty member and the University would be served by the faculty member's resignation. If this conference does not result in mutual agreement, the academic officer will submit a recommendation in writing with rationale to the faculty member and to the Provost. Within fourteen University business days, the Provost shall have a conference with the faculty member.

This conference may result in agreement that the dismissal proceedings should be discontinued or that the best interest of the tenured faculty member and the University would be served by the faculty member's resignation.

If this conference does not result in mutual agreement, the Provost will submit a recommendation in writing with rationale to the faculty member and to the President. If the President concurs with the recommendations for dismissal, the President shall send written notice of pending suspension or dismissal to the faculty member and to the Provost. The faculty member will be notified by registered mail with a return receipt requested. Every reasonable effort must be made by the President to insure that the communication is delivered to the faculty member without delay.

4.5.6.3 Termination for Cause or Suspension of Non-Tenured Faculty

The termination of employment for cause or suspension of a non-tenured faculty member within an existing contract period shall follow the same procedures and be limited to the same reasons as provided for tenured faculty members who are terminated for cause or suspended. A failure to re-appoint may be without specific or stated cause.

4.5.6.4 Disciplinary Action Other Than Dismissal or Suspension

Disciplinary action affecting the terms of employment taken by the University against a tenured faculty member must be based upon causes stated in this section. Disciplinary action shall begin with a conference between the tenured faculty member and the Department Chair. If as a result of the conference, the academic officer finds that disciplinary action is warranted, a written recommendation for action should be forwarded to the appropriate Dean. If, after review, the Dean decides not to proceed with further disciplinary action, both parties should be notified in writing. If the Dean determines that additional action is warranted, then a conference with the tenured faculty member should be arranged. The Dean may determine that no further action is necessary. If however, additional action is warranted, the faculty member and the Provost shall be notified in writing within fourteen University business days. The Provost should arrange for a conference with the faculty member. The Provost may then determine that no additional action is necessary. However, the Provost should notify the faculty member in writing if an additional plan of disciplinary action is made. A copy of the disciplinary action should be placed in the faculty member's personnel file.

4.5.6.5 Dismissal of Tenured Faculty for Program Discontinuance or Financial Retrenchment

A faculty member with tenure whose position is terminated based on genuine financial retrenchment, bona fide discontinuance of a program or department, or lack of need for the faculty member's service, will be given five months written notice unless an emergency arises.

Before terminating an appointment because of discontinuance of a program or department or because of other lack of need of the faculty member's services, the University will make reasonable efforts to place affected members in other suitable positions.

If an appointment is terminated because of financial retrenchment or because of discontinuance of a program or department, the released faculty member's position will not be filled by a replacement within a period of two years, unless the released faculty member has been offered reappointment at the previous status.

4.5.6.6 Appellate Committee on Dismissal or Suspension of Tenured Faculty Members

A tenured faculty member who receives notice of suspension or pending dismissal may request and shall be afforded a hearing before the Appellate Committee on Dismissal or Suspension of Tenured Faculty Members. Failure to make a request in writing to the President within fourteen days after receipt of notification shall constitute a waiver by such faculty member of his right to a hearing before the Appellate Committee on Dismissal or Suspension of Tenured Faculty Members. The University shall institute an Appellate Committee on Dismissal or Suspension of Tenured Faculty Members. The Committee shall not exceed nine tenured faculty members, eight of whom shall be nominated or elected by the faculty governing body of the University and one member appointed by the President of the University. A quorum shall be five members or a majority of qualified members of the Committee. Initially, one half of the elected members shall be elected for twelve months and one half shall be elected for twenty-four months; thereafter, one half shall be elected each year. No member may serve more than two consecutive terms. At least one alternate member of the Committee shall be elected to serve in the event a regular member is unable to serve. If any member of the Committee is an interested party in a case that comes before the Appellate Committee on Dismissal or Suspension of Tenured Faculty Members, said committee member shall not serve on that case.

The incumbent Committee shall serve until the completion of any case pending at the time their term of service expires.

The decision of the Committee will be based on majority vote. The Committee will elect its own chair, who will have the right to vote.

4.5.6.7 Appeal Procedures for Tenured Faculty

After a tenured faculty member has requested a hearing before the Appellate Committee on Dismissal or Suspension of Tenured Faculty Members, service of notice of hearing with specific charges in writing will be made at least twenty days prior to the hearing. The faculty member may respond by waiving the hearing and filing a written brief or the matter may proceed to a hearing. If the faculty member waives hearing but denies the charge or asserts that the charges do not support a finding of adequate cause, the Appellate Committee on Dismissal or Suspension of Tenured Faculty Members will evaluate all

available evidence, including testimony and documentary evidence presented by the University and make its recommendation upon the evidence in the record.

- a) If the faculty member requests a hearing, the Appellate Committee on Dismissal or Suspension of Tenured Faculty Members shall, with due diligence considering the interests of both the University and the faculty member affected, hold a hearing and report its findings and recommendations to the President and to the involved faculty member.
- b) At hearings before the Appellate Committee on Dismissal or Suspension of Tenured Faculty Members, faculty members and the University shall be permitted academic advisors and/or counsel. A court reporter will be retained by the University to record the proceedings. Parties will pay the cost of a copy of the transcript. The hearing shall be conducted in a closed session.
- c) The faculty member will be afforded an opportunity to obtain necessary witnesses and documentary or other evidence, and the administration of the University will attempt to secure the cooperation of such witnesses and will make available necessary documents and other evidence within its control. No employee of the University, regardless of position, should be excluded or excused from appearing before the Committee, if he/she is available.
- d) The faculty member and the University will have the right to cross examine all witnesses present. Depositions are admissible whenever a witness cannot appear.
- e) The Committee may conclude by secret ballot: a) that adequate cause for dismissal has been established by the evidence; b) that adequate cause for dismissal has not been established by the evidence, or c) that adequate cause for dismissal has been established, but an academic penalty less than dismissal, including removal of tenure, would be more appropriate. The Committee may make any other recommendations it determines are appropriate. The Committee's findings and recommendations shall be made to the President. The Committee shall send a copy of its findings and recommendations to the affected faculty member.
- f) The President shall notify the affected faculty member of his/her recommendation to the Board of Regents. The faculty member shall have the right to request that the Board of Regents review adverse findings and recommendations of the President. The request must be in writing and filed within fifteen days after the President mailed the notification to the faculty member and to the Board of Regents. If the affected faculty member does not timely request that the Board of Regents review the President's findings and recommendations, the President's determinations become final and binding.
- g) In the event the faculty member submits a timely request to the Board of Regents to review adverse findings and recommendations of the President, the faculty member must indicate whether he/she desires a hearing of all of the evidence of the case; otherwise, the review will be a review of the record of the case. The Board of Regents has the discretion to determine whether the review will be a de novo hearing or a review of the record.
- h) Public statements and publicity about the case by the University will be avoided until the proceedings, including consideration by the Board of Regents, have been concluded.

4.6 POST-TENURE REVIEW POLICY

4.6.1 Purpose

Post-Tenure Review is a periodic peer-based evaluation of tenured faculty for the purpose of guiding career development and, when judged necessary, improving faculty performance. The Post-Tenure Review process is based on and extends the annual evaluation of faculty described in Section 4.3 through two processes: (1) a retrospective review of faculty performance in teaching or librarianship, research and creative/scholarly activity; and professional and University service and public outreach, and non-teaching or administrative duties, if appropriate, over the five years preceding the review, and (2) a formative evaluation for future professional growth.

Post-Tenure Review provides a formal opportunity for self-assessment and discussion with peers about professional development. For those faculty whose performance is judged to be below expectations, the evaluation shall lead to the formulation of a professional development plan, the purpose of which is to assist the faculty member to raise his/her level of performance to meet or exceed the expectations for tenured faculty.

Post-Tenure Review is mandatory for all tenured faculty who are reviewed under Section 4.3 unless they have signed an agreement to retire within the two years following the year of the scheduled review or have entered into a formal phased retirement agreement with the University.

Bearing in mind the value and importance of academic freedom and procedural due process to the well-being and success of the academic community, the University acknowledges and supports in principle the policies and procedures set forth in the AAUP's Standards for Good Practice in Post-Tenure Review. Post-Tenure Review is not a reevaluation of a faculty member's tenure status, nor is it intended as means to effect programmatic change. The Post-Tenure Review process will be carried out in a manner that is consistent with the University's policies on academic freedom and responsibility (Sections 5.1 and 5.3) and faculty evaluation (Section 4.3). Post-Tenure Review will be based on the criteria for annual evaluation established by the faculty of the department and approved by the administration.

4.6.2 Timing of Post-Tenure Review

1. Schedule

Post-Tenure Reviews shall be initiated by the department chair immediately following the completion of the annual faculty evaluation process and shall proceed according to the following schedule.

By March 20: The faculty member shall submit to the Post-Tenure Review Committee the Post-Tenure Review dossier (4.6.4).

By April 15: The Post-Tenure Review Committee shall have reviewed the faculty member's dossier and met with the faculty member to discuss the faculty member's performance. The results of the review along with any recommendations for action shall be conveyed in writing to the Dean, the Provost, and the faculty member. If the faculty member disagrees with the assessment or recommendation of the Committee, he/she shall have ten working days to submit a rebuttal to the Dean and to the Provost.



2. Normal Review

Each faculty member shall undergo Post-Tenure Review in the fifth year after the year in which the faculty member is awarded tenure or promotion, whichever is later, and every fifth year thereafter. Annually, the office of the Provost will identify those faculty members to undergo a normal Post-Tenure Review and establish and publish a time schedule for completing the required steps in the Post-Tenure Review process.

3. Early Review

A Post-Tenure Review shall be initiated earlier than the normal review cycle under the following circumstances:

- a) If the composite or overall rating of a tenured faculty member's performance on the annual evaluation is below expectations (2 or less on a 1-5 scale) for two consecutive years, an early Post-Tenure Review will be initiated immediately as an extension of the annual evaluation. Candidates for early Post-Tenure Review will be identified by the Post-Tenure Review Committee as part of the annual faculty evaluation process and reported to the Dean. However, the Post-Tenure Review Committee may request from the Dean permission to postpone initiation of an early review for one year if, in its opinion, the early review is not justified due to circumstances that the Post-Tenure Review Committee enumerates in its request to the Dean. With the approval of the Dean, the initiation of an early review shall be postponed one year. If the review is postponed and the faculty member is judged to have performed to expectations in this third year, no early review will be required. If performance continues below expectations, the early review will be conducted immediately following the third year annual evaluation.
- b) A tenured faculty member may request an early review for the purpose of professional development. Such reviews are not subject to the mandatory professional development plan (Section 4.6.7).

4.6.3 Post-Tenure Review Committee

The review will be conducted by a Post-Tenure Review Committee composed of four tenured faculty members of the department of equivalent or higher rank as the faculty member undergoing review and the chair of the department with primary responsibility for evaluation of the faculty member, unless another arrangement has been approved in writing by the Dean and the Provost. In the case that a department has more than four eligible tenured members of equivalent or higher rank, members of the Post-Tenure Review committee will be selected by the Dean in consultation with the faculty member and the eligible tenured members of the department of equivalent or higher rank. In the case that a department has fewer than four tenured members of equivalent or higher rank, additional members will be selected by the Dean in consultation with the faculty member and the eligible tenured members of the department of equivalent or higher rank. In the case of a joint appointment, the second department will be given an opportunity to provide input. In other exceptional cases, as determined by the Provost, a senior faculty member outside the department but within the school shall be added to the Post-Tenure Review Committee, such member being chosen by the tenured faculty member under review from a list of three candidates selected by the Provost. The results of the review will be forwarded simultaneously to the Dean and the Provost. All recommendations for actions must be forwarded to the Dean for approval.

4.6.4 Components of the Review

Post-Tenure Review dossiers shall consist of the following elements:

1. Annual evaluations and mini-vitae for the previous five years. The annual evaluations and the accompanying mini-vitae from the five years previous to the review will constitute the primary sources of information about the faculty member's performance. The Post-Tenure Review will take into account the numerical evaluations (on a scale of 1 – 5) for effective classroom teaching or librarianship; research and creative/scholarly activity; and professional and University service and public outreach; non-teaching or administrative duties if applicable; and the composite evaluation reflecting the relative weights of the four categories.
2. A self-appraisal by the faculty member being reviewed. A written statement prepared by the faculty member will constitute a central element of the Post-Tenure Review dossier. This statement is intended to serve two purposes: provide a formal opportunity for the faculty member to reflect on his/her professional career and contributions to the University; and serve as a source of information to the Post-Tenure Review Committee to assist in helping the faculty member to develop professionally. In this statement, the faculty member should describe his/her past contributions to the department(s) to which he/she is appointed and to the University, assess the current state and direction of his/her career, and discuss what he/she has planned professionally for the next five years. This self-appraisal should include an evaluation of his/her past performance in the areas of teaching or librarianship, research and creative/scholarly activity; and professional and University service and public outreach, and non-teaching or administrative duties, if applicable; a statement of professional goals for the next five years; and an explicit discussion of how achieving those goals will advance his/her professional career and contribute to achieving the goals of the department(s) to which he/she is appointed and the University as a whole. This document is not intended to be a contract but only a source of information to the Post-Tenure Review Committee to assist it in helping the faculty member to develop professionally.
3. The faculty member's current complete curriculum vitae.
4. Sabbatical leave reports. The report of activities and accomplishments of any sabbatical or other leaves that occurred during the interval being reviewed should also be included.
5. Post-Tenure Review Evaluations. A copy of the evaluations by the Post-Tenure Review Committee from the faculty member's previous Post-Tenure Review(s), if any.
6. Final Reports. A copy of previous professional development plans, if any.

In the course of the review, the faculty member shall have the opportunity to meet with the Post-Tenure Review Committee to discuss these documents and offer additional input.

4.6.5 Performance Expectations

Faculty members are expected to perform in all applicable categories of the annual evaluation and achieve a composite evaluation of higher than 2 on a criterion-referenced scale of 1-5. The criteria should be specified in the approved evaluation criteria of the



department(s) to which the faculty member is appointed. As required under Section 4.3, academic departments should communicate carefully and clearly to their faculty the specific criteria for evaluation that are used for the basis of the annual evaluation.

When and only when a faculty member's five-year average composite evaluation is 2 or lower the faculty member shall be required to develop and participate in a professional development plan as described in Section 4.6.7.

4.6.6 Feedback

All faculty members undergoing Post-Tenure Review will be provided with written and verbal feedback about how they are developing as professionals and how the Post-Tenure Review Committee evaluates the professional goals of the faculty member in relation to the goals and mission of the department and the University. Within thirty days of receiving the faculty member's dossier, the Post-Tenure Review Committee will provide the faculty member with a written evaluation of his/her past performance, current status, and future professional goals.

4.6.7 Professional Development Plan

A professional development plan is intended to assist a faculty member whose performance is not meeting expectations to bring his/her performance up to the expected level. Participation in a professional development plan is mandatory for faculty members who, during Post-Tenure Review, are found not to meet the expectations for faculty performance, as described in Section 4.6.5. Other faculty members may request, from the Post-Tenure Review Committee, permission to participate in a professional development plan on a voluntary basis to assist in their professional development. Voluntary professional development plans are not subject to the sanctions described in Section 4.6.8 and shall not alter the cycles of the normal and/or early review or otherwise affect those processes.

1. Process

The professional development plan shall be prepared cooperatively between the faculty member and the Post-Tenure Review Committee.

By May 1: The faculty member shall meet with the Post-Tenure Review Committee to discuss the results of the review and identify areas that should be addressed in the Professional Development Plan.

By September 1: The faculty member shall prepare a draft of the plan and submit it to the Post-Tenure Review Committee.

By September 15: The Post-Tenure Review Committee must prepare a final plan in negotiation with the faculty member and submit it to the Dean for approval. Should the faculty member disagree with the final plan prepared by the Post-Tenure Review Committee, he/she may write submit a written appeal to the Dean along with the plan, setting forth the reasons disagreement.

By October 1: The Dean must notify the faculty member and the Post-Tenure Review Committee, in writing, as to whether or not the final plan is approved. If the plan is not approved, the faculty member and the Post-Tenure Review Committee must be notified in writing of the reasons for the non-approval and the process described above shall be repeated until approval is obtained. Approval must be obtained by **November 1**.



Following approval of the plan, the Post-Tenure Review Committee must meet with the faculty member and explain both the contents of the plan, including the expected time-line, and the consequences to the faculty member of failure to attain the goals of the plan. Reasonable University resources to support implementation of professional development plans will be provided by the Provost and the Dean. A faculty member shall have the two full annual evaluation cycles following the date the plan is approved to accomplish the goals of the plan and to bring his/her performance up to expected standards.

2. Content of the Plan

The professional development plan shall include the following components:

- a) Goals and expectations.
- b) Proposed activities.
- c) A time-line for the plan.
- d) Resources that will be made available to the faculty member to assist with completion of the plan.
- e) An explanation of the consequences of failure to attain the goals of the plan. (This provision is not applicable for a voluntary professional development plan.)
- f) Signatures of the faculty member, the Post-Tenure Review Committee members, and the Dean, verifying an understanding of the plan.

3. Monitoring, Follow-up, and Final Report

Formal written evaluation of the faculty member's progress towards meeting the goals of the professional development plan will take place as part of the annual evaluations of the faculty member following the implementation of the plan. Since less than a year will have elapsed between the implementation of the plan and the next annual faculty evaluation, that evaluation and the subsequent annual evaluation shall be used by the Post-Tenure Review Committee as opportunities to provide written feedback to the faculty member on his/her progress in meeting the goals of the plan. The final assessment of the faculty member's progress in meeting the goals of the plan shall occur during the third annual faculty evaluation after implementation of the plan. Following this third annual evaluation, a written report will be issued by the Post-Tenure Review Committee to the faculty member, with copies to the Dean explaining the outcome of the plan.

Failure of the faculty member to meet the goals specified in the plan and to bring his/her performance up to the level expected may lead to the recommendation for dismissal of the tenured faculty member, as defined in Section 4.5.6. The results of the professional development plan, including, without limitation, the final report, shall be relevant evidence in such a proceeding. In the proceeding, the University retains the burden of persuasion to show cause, as defined by the Faculty Handbook, provided nothing in this policy shall be construed to limit or restrict the University's authority to undertake the dismissal or suspension of a tenured faculty member as set forth in Section 4.5.6.

Alternative actions may be negotiated and implemented with approval of the Dean and the Provost and may include, but are not limited to:

- a) resignation
- b) retirement.

4.6.8 Review of the Post-Tenure Review Policy and Procedures

The above Post-Tenure Review policy will be jointly reviewed by the Faculty Senate and administration at least every five years with respect to its effectiveness in supporting faculty development and redressing problems of faculty performance, the time and cost of the effort required, and the degree to which in practice it has been effectively cordoned off from disciplinary procedures and sanctions.

4.7 PERSONNEL RECORDS

An official personnel file will be maintained for all faculty members in the Personnel Office and the appropriate Academic Dean's office. No other personnel files will be kept. The purpose of the file is to provide documentation supporting actions involving the faculty member. Personnel files shall not ordinarily contain political, social, or personal information without the permission of the faculty member. The faculty member may request to add or delete material from his/her file. If this request is denied, the proper grievance procedure may be followed (See Appendix G). Control of the personnel files will remain with the Personnel Office or the appropriate Dean's office and access to the files will be supervised by personnel staff or the Dean's staff. Files may not be removed from the Personnel Office or the Dean's office without written permission of the President. The personnel file will include, but not be limited to, the following:

4.7.1 Personnel Office

1. Vita providing information relating to the faculty member's academic and professional credentials and accomplishments. It is the responsibility of the faculty member to insure that accurate and official documents are provided for the file.
2. Personnel information including a Statement of Appointment Status that is updated by the Dean following any change of appointment status and which must be signed by the faculty member to verify that the faculty member has been officially notified of the change.
3. All personnel actions requiring the Board of Regents' approval.

4.7.2 Academic Dean's Office

1. Detailed evidence of academic and professional credentials will be maintained in the appropriate school's Academic Dean's office.
2. Summary copies of ratings and evaluations of the faculty member made by students and/or supervisors and the formal recommendations made by committees to the department chair or higher authorities concerning any personnel action. Copies will be maintained of all non-reappointment notices, reappointment notices, promotion actions, and tenure actions.

4.7.3 Access to Personnel Files

Personnel files are available only to the individual faculty member, any appropriate appeals



committee in order to accomplish its duties, and those personnel who have a "need to know" in the performance of their official duties as determined by the Provost. The President, the Board of Regents, and their staffs shall also have access to these files.

The faculty member may authorize, by written statement to the Provost, access to the file by a person not indicated in this section. In addition, the University may permit access to personnel records to comply with lawful requests of federal or state agencies or in legal proceedings. The University shall comply with all applicable privacy laws, including the Oklahoma Open Records Act, 51 O.S. § 24A.7, and 74 O.S. § 840-2.11.

4.8 DETERMINATION OF SALARIES

4.8.1 Faculty Salary

1. Initial Salary

A faculty member's initial salary is based upon various factors including, but not limited to, (1) the applicant's educational preparation and professional experience, (2) the proposed assignment, and (3) market conditions. The University strives to maintain faculty salaries at levels that attract well-qualified applicants.

2. Salary Increases

a) Professional Accomplishments

Merit salary increases are given in recognition of the faculty member's development and professional accomplishments as determined by the faculty appraisal system.

b) Salary Increase on Promotion

A promotion in rank may be accompanied by a salary increase of a fixed amount. The amount, determined by the administration and subject to the approval of the Board of Regents, is to be reviewed periodically and changed if conditions warrant. If because of financial constraints the University is unable to grant the salary increase at the time a faculty member is promoted in rank, the individual's salary shall be increased as soon as is feasible.

c) Salary Increase on Receipt of Doctorate

Completion of a doctorate may be accompanied by a salary increase of a fixed amount. Such salary increases may not be effective prior to the effective date of the next academic year contract unless the current contract includes a contingency clause authorizing the specific amount of the increase. The amount, determined by the administration and subject to the approval of the Board of Regents, is to be reviewed periodically and changed if conditions warrant. If because of financial constraints the University is unable to grant the salary increase at the time a faculty member completes a doctorate, the individual's salary shall be increased as soon as is feasible.

4.8.2 Department Chair and Dean Salary

The total salary for department chairs and Deans is composed of two elements: (1) a faculty salary and (2) added compensation for duties of the office. The faculty salary is determined by consideration of factors stated above. The amount of added compensation is determined by the administration. The amount for each element is to be stated in the notice of appointment or reappointment.

4.9 SEVERANCE

Several reasons can exist for the University or the individual faculty member to sever their professional relationship. Actions and behavioral occurrences in current or previous appointment years may be considered in personnel decisions where a pattern of unacceptable deviation becomes apparent to concerned administrators. The various types of severance are defined, and the policies and procedures related to each category are given.

1. Resignation

A faculty member who proposes to resign shall notify the department chair in writing as early as possible. Once a faculty member's resignation is accepted and approved, it is the faculty member's responsibility to follow the appropriate check-out procedure. Forms detailing this procedure are available from the Business Office and must be completed and filed in order for final salary payment to be made.

2. Dismissal

Dismissal is a severance action by which the University terminates the appointment of any faculty member before the end of the period of appointment. The appointment of a faculty member may be terminated for one or more of the following reasons:

- a) Financial exigency,
- b) Discontinuance of, or a change in, the educational program or department, or
- c) Reasonable cause as defined for tenured faculty members in Section 4.5.6.

3. Financial Exigency

Termination of a faculty member for financial exigency shall occur only when the University is in a state of financial crisis brought about by an Education and General part 1 budget allocation to the University that would (1) necessitate the elimination or reduction of existing instructional programs; (2) necessitate the termination of employment or reduction in compensation for permanently employed faculty or staff prior to the normal expiration of their contract or appointment; or (3) seriously erode the quality of any existing program. Any termination of employment as a result of financial exigency shall adhere to the provisions of Section 4.9.4.

4. Discontinuation of or a Change in the Educational Program or Department

Termination of a faculty member because of a discontinuance of, reduction in, or change in the educational program or department means that the faculty member's appointment is terminated and the faculty member dismissed only because of the change in the educational program or department and for no other reason.



Any change in an educational program or department that would result in severance of faculty must have been subjected to proper review procedures as required of other changes in educational programs or departments. After the decision has been made by the University's administration to discontinue or change the educational program or department to the extent that fewer faculty members are needed in a degree program, academic department, or a major element thereof, the department chair will convene the department/school personnel committee to make recommendations. If the department/school personnel committee cannot make an appropriate recommendation, it may decline to make any recommendation at all.

The recommendations (if any) of the department/school personnel committee, together with the rationales, are forwarded to the department chair.

The department chair will submit a recommendation with rationale and the recommendations of the department/school personnel committee to the Dean.

The Dean will submit a recommendation with rationale and the recommendation of the department chair and the department/school personnel committee to the Provost.

The Provost shall review and consider the recommendations for dismissal and may seek such further advice and counsel as he shall deem appropriate. If the Provost decides to recommend the termination of any appointments, he shall notify each affected faculty member in writing of the decision. The letter shall be sent by certified mail and shall inform the faculty member of the provisions for formal review of the decision and shall state that the faculty member may provide to the Provost a written statement that the adequacy of the process through which the decision was made will be examined through the grievance procedure within twenty days of the receipt of the letter. The date of notification of intent to grieve becomes the initiation date of the grievance.

A recommendation to the President derived from the grievance procedure shall be advisory only, and the President shall make all final decisions regarding recommendations for termination to the Board of Regents. The following guidelines shall be followed for termination of employment due to the discontinuance of or change in an educational program or department.

- a) Untenured faculty should be terminated before tenured faculty,
- b) Academic rank should be respected,
- c) Seniority within academic rank should be respected, and
- d) Equal opportunity guidelines should be observed.

Tenure, academic rank, and seniority shall be considered within academic departments or major elements thereof.

In those instances where termination is recommended, the terminated faculty member will be given a statement of information upon which the decision was based. The written notice of termination given to the faculty member shall state the effective date of termination. Efforts should be made to give as much advance notice as possible, consistent with the decision to change or delete the program or department. Employment in some other part of the University should be offered whenever reasonably possible.



In the absence of unusual circumstances, in any case of termination of tenured faculty because of a discontinuance of or change in an educational program or department, the position of the terminated faculty member may not be filled for a period of two years unless and until the released faculty member has been offered reinstatement and a reasonable period of time (usually 30 days) to accept it. (See Section 4.5.6.5.)

SECTION 5

FACULTY RIGHTS AND RESPONSIBILITIES

5.1 PROFESSIONAL ETHICS

In accepting a position with Cameron University, each faculty member obligates himself/herself to preserve and promote the good of the University; to support its ideals, policies, and regulations; and to adhere to its policies, regulations, and procedures as well as those of the Board of Regents. Responsible criticism of University policies and procedures, however, has a place in faculty meetings, in discussions with administrative officers of the University, and in other appropriate places where it will serve a constructive purpose.

Cameron University endorses the following statement on professional ethics. Adopted by the American Association of University Professors in 1966 and updated in 1987, it expresses well the ethical obligations of faculty members to their profession and their colleagues.

The Statement

1. Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end professors devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.
2. As teachers, professors encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.
3. As colleagues, professors have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates. In the exchange of criticism and ideas professors show due respect for the opinions of others. Professors acknowledge academic debt and strive to be objective in their professional judgment of colleagues. Professors accept their share of faculty responsibilities for the governance of their institution.
4. As members of an academic institution, professors seek above all to be effective teachers and scholars. Although professors observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination

of their service, professors recognize the effect of their decision upon the program of the institution and give due notice of their intentions.

5. As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

5.2 POLICIES CONCERNING DISCRIMINATION

1. It is the policy of Cameron University not to discriminate on the basis of race, age, gender, national origin, disability, political beliefs, or religious affiliation.
2. It is the policy of Cameron University that all employees be allowed to work in an environment free from sexual harassment. Deliberate or repeated unsolicited verbal comments, gestures, or physical contact of a sexual nature that are unwelcome are sexual harassment and violate the conduct required of a University employee. Cameron University employees have a responsibility for maintaining high standards of honesty, integrity, impartiality, and conduct in employment relations.
3. Refer to Section 10 – Federal Compliance Policies in the Employee Handbook for a complete description of university policies on sexual harassment, sexual assault, racial and ethnic harassment, discrimination, disabilities, and substance abuse.

5.3 TEACHING RESPONSIBILITIES

A faculty member is expected to meet his/her classes at all scheduled times and in scheduled places, to be prompt in beginning and dismissing his/her classes, and to administer final exams only at the appointed hours. In the event that a faculty member finds it necessary to be absent from a scheduled class meeting, he/she has a responsibility to make arrangements for the class and to notify his/her department chair so that arrangements relating to his/her absence can be made. A student is ultimately responsible for meeting the learning objectives of each course in which he/she is officially enrolled. However, a faculty member must define and quantify attendance standards, procedures for verifying unavoidable absences, and methods of dealing with missed assignments and examinations in his/her course syllabus. Unavoidable absences as a result of personal illness, the death of an immediate family member, military service, University athletic and academic commitments, and court-imposed legal obligations are inevitabilities of life and should be judiciously considered when developing course attendance policies.

A faculty member is expected to adhere to all written Cameron University policies and regulations, as well as those of the Board of Regents.

5.4 ADVISEMENT

Academic advisement of students is an important function of faculty members at Cameron University. The faculty member interprets University policies and regulations applicable to students and should be familiar with his/her department's courses and the General Education requirements as well as courses of study in other departments. The University will provide all faculty members

with copies of Cameron University regulations, policies, and departmental recommendations concerning individual courses.

5.5 FACULTY AVAILABILITY

A faculty member's responsibilities to students and to his/her own professional growth require that he/she devote an appropriate number of hours to his/her profession. It is deemed necessary that each faculty member be available to students in his/her office at regularly scheduled hours each week. These office hours should be prominently advertised (to include posting on the exterior office door of each faculty member) and should be kept by each faculty member as faithfully as he/she meets his/her classes. The number of required office hours per week will be determined within each departmental unit by the department chair in consultation with faculty. In scheduling these hours, a faculty member shall give serious consideration to student convenience.

5.6 ASSIGNMENT POLICY

Faculty assignments include four general components: (a) teaching, (b) research and creative/scholarly activity; (c) and professional and University service and public outreach, and (d) performance of non-teaching/administrative duties/assignments, if applicable. The portion of the total assignment allocated to each component may vary significantly among the faculty of a department or school; however, Deans and department chairs are charged with the responsibility for establishing equitable total assignments. Assignments are based on the following guidelines:

1. A full-time faculty member should generally carry a teaching load of twelve hours per semester.
2. At the discretion of the chair in consultation with the Dean, a full-time non-tenure track regular faculty member may carry a teaching load of fifteen hours per regular semester.
3. Graduate courses shall have a teaching load computed at a ratio of three graduate load hours as equivalent to four undergraduate load hours.
4. Faculty members teaching twelve or more undergraduate hours may be allowed to teach one overload class per semester.
5. Faculty members may accept an additional overload assignment of up to three load hours per semester_for either research and creative/scholarly activity; and professional and University service and public outreach. Off-campus Educational Outreach courses may be considered service assignments when taught as overload assignments.
6. Department chairs will be allowed to teach one overload class per year with the permission of the appropriate Dean. Department chairs are allowed to accept one additional overload assignment per year for research and creative/scholarly activity; and professional and University service and public outreach.

5.7 APPOINTMENTS AND SALARIES

1. **Regular Term.** Regular full-time teaching faculty appointments shall be for a period of service of nine months. (See also Section 4.1.) Holidays include those days designated by the President. All other leaves must be officially approved by the department chair and Dean.

Compensation for a faculty member shall be a salary as stipulated in his/her annual appointment by the Board of Regents and applicable fringe benefits as approved by the Board of Regents. Salaries for Regular Faculty appointments shall be paid in twelve equal installments on the last day of the month starting with the month services were performed.

- 2. Salary Recommendations.** The salary for an individual faculty member shall be recommended by his/her department chair to the Dean. The department chair shall consult with the faculty member and apprise him/her of the salary to be recommended and the basis for such recommendation. Salary recommendations shall be made consistent with the faculty member's annual evaluation. The basis for the department chair's recommendation shall include consideration of "Cost of Living Adjustment" (COLA), any directed University-wide salary increase, adjustments for purposes of equity, and any merit raise. The faculty member may reply in writing to the department chair concerning the salary recommendation. This response, along with the department chair's recommendation, shall be forwarded to the Dean. After considering the department chair's recommendation and any response from the faculty member, the Dean will make a recommendation concerning the faculty member's salary.

Compensation of an individual faculty member may be lowered only as a result of (1) a change of assignment or (2) financial emergency on the part of the University when, to solve the emergency, the University adjusts compensation of employees. Reduction in compensation under these conditions may not be grieved or appealed and is not to be construed as a sanction or severe sanction.

- 3. Summer Term.** Regular faculty appointments for the summer term shall be for a period of service not exceeding nine weeks. Faculty service shall commence no more than two working days before the first day of summer classes and end no later than two working days following the last day of classes. (See also Section 4.1.6.)
- 4. Overload Compensation.** Faculty shall be paid overload compensation at a predetermined rate for teaching a class above a full teaching load. Overload compensation may not be paid for a portion of a class.

Acceptance of overload is at the faculty member's discretion.

5.8 PROFESSIONAL DEVELOPMENT

A faculty member at Cameron University is expected to remain active professionally by being involved, on a continuing basis, in professional growth and development activities. Professional growth and development activities include, but are not limited to:

1. Scholarship (as defined in Section 5.9).
2. Attendance and/or participation at professional meetings.
3. Activities designed to improve professional competence.
4. Participation in seminars and similar activities.
5. Participation in Cameron University in-service development sessions.

Time for these activities is provided by the University to enable faculty members to discharge their other responsibilities.

Special leaves for professional growth and development activities may be granted by the Provost with approval of the President.

6. Sabbatical Leave

a. Purpose

Sabbatical leaves of absence are among the most important means by which an institution's academic program is strengthened, a faculty member's teaching effectiveness enhanced, and scholarly usefulness enlarged. The major purpose is to provide opportunity for continued professional growth and new or renewed intellectual achievement through study, research, writing, and training.

However, a faculty member does not automatically earn a sabbatical leave. Instead, it is an investment by the University in the expectation that the sabbatical leave will significantly enhance the faculty member's ability to contribute to the objectives of the University. There should be a clear indication that the improvements sought during a sabbatical will benefit the work of the faculty member, department, school, and the University. Only sabbatical leave proposals that meet this criterion will be accepted and approved by the University. Sabbatical leaves are supported as an investment in the future of the faculty member and the future of the faculty member's students at the University.

The purposes for which a sabbatical leave may be granted may include:

- 1) Research on significant problems and issues.
- 2) Important creative or descriptive work in any means of expression; for example, writing or painting.
- 3) Postdoctoral study at another institution to update teaching skills.
- 4) Other projects satisfactory to the University.

It should be demonstrated that such work cannot occur as effectively during the regular work schedule of the faculty member.

Normally the University will not grant a sabbatical for the purpose of pursuing work on the terminal degree in the faculty member's academic field.

Adherence to the plan submitted by the faculty member is expected. Within two months of returning from leave, the faculty member shall submit to the Provost, through the department chair and the Dean, a report of activities undertaken, which will be used in evaluating future applications for sabbatical leaves.

A faculty member who is on sabbatical leave shall not be penalized on matters of salary consideration. The report on the sabbatical will be used in consideration for merit raises in subsequent years.

b. Eligibility

- 1) To qualify for a full sabbatical leave, a faculty member must have been employed at Cameron University as a full-time faculty member for twelve regular academic semesters.
- 2) To qualify for a proportional sabbatical leave with proportional remuneration, a faculty member must have been employed at Cameron University as a full-time faculty member for at least four regular academic semesters.
- 3) After having been granted a sabbatical leave, a faculty member shall become eligible for an additional sabbatical leave by again meeting the qualification standards listed above. The counting of semesters of full-time employment to qualify for an additional sabbatical leave shall begin with the first regular academic semester that the faculty member is employed at Cameron University as a full-time faculty member following the completion of the earlier sabbatical leave.

c. Full Sabbatical Leave Plans

There are three full sabbatical leave plans open to all eligible faculty members:

- 1) Two regular academic semesters at one-half salary.
- 2) One regular academic semester at full salary.
- 3) A summer academic session at 15 percent of the previous academic year's salary.

A faculty member or administrator shall make formal application for a sabbatical leave which includes the reasons for requesting the sabbatical leave, the activities planned during the sabbatical, and a schedule of the use of time while on the sabbatical leave. The application should be submitted to the Provost through the appropriate department chair and dean with each party making a recommendation for approving or disapproving the request. The application and all recommendations must be received by the Provost before February 1 of the academic year prior to the requested sabbatical leave.

The Provost will forward a recommendation to the President by February 15. Upon receiving a recommendation from the Provost, the President decides either to approve or disapprove the request. If approved, the recommendation is forwarded to the Board of Regents, normally at the March meeting. The President informs the Provost of the decision. In turn, the Provost notifies the Dean, the department chair, and the faculty member in writing.

d. Salary

The academic year salary for the proposed period of sabbatical leave is to be determined as if the faculty member were not going on leave, and the sabbatical leave salary is to be based thereon.

- 1) When the faculty member having received a sabbatical leave returns to Cameron University as a full-time faculty member, his/her academic year

appointment salary shall be at least equal to the amount that would have been received during the sabbatical leave, plus normal raises and fringe benefits granted to faculty members of comparable qualifications, rank, assignments, and seniority.

- 2) Merit raises may be considered in determining these salaries.

e. Obligations

- 1) Sabbatical leave obligates the recipient to follow a program consistent with the purposes and conditions for which the sabbatical leave is granted.
- 2) Acceptance of a sabbatical leave from Cameron University by a faculty member entails an obligation by the faculty member to serve the University for at least four regular academic semesters following the completion of the sabbatical leave. If the faculty member fails to fulfill this obligation, he/she must repay the University the proportionate fraction of salary and benefits received while on sabbatical leave. This is a legally enforceable obligation.
- 3) Application for a sabbatical leave must be initiated by the faculty member. Approval requires a positive recommendation by the department chair, the Dean, the Provost, and the President and authorization by the Board of Regents. An application consists of (1) a statement of purposes, (2) a program of activities including a schedule when appropriate, and (3) any documentation deemed necessary by the University to establish the feasibility of the program of activities.

7. Leaves of Absence Without Pay for Professional Growth and Development

A faculty member may receive a leave of absence without pay for professional growth and development upon recommendation of his/her department chair and Dean, and approval by the Provost, the President, and the Board of Regents. Leaves of absence without pay for professional development are normally granted for periods of up to one year. Extensions of such leaves may be granted by the President if circumstances warrant.

The extent to which years spent on leaves of absence without pay for professional growth and development will count as years of service relative to promotion, tenure, and salary will be determined by mutual agreement between the faculty member and the Provost prior to evaluation of the faculty member for such personnel actions. Written statements of such agreements are issued by the Provost and maintained in the faculty member's personnel file.

8. Other Leaves With Pay

- a. **Annual Leave.** Twelve-month faculty members will earn annual leave at the rate of one and two-thirds days per month (20 days per year) and may accrue up to forty days of annual leave. All employees are encouraged to take annual leave and may not accrue more than forty days of annual leave.

Annual leave is scheduled at the convenience of the University as determined by the faculty member's supervisor. Processing of annual leave transactions shall be made on forms provided by the Business Office. Annual leave may not be taken in advance of its accumulation.

Annual leave shall accrue from the date of employment and shall continue to accrue during any period of leave of absence with pay. Upon termination of employment under satisfactory conditions, an employee will be paid for unused annual leave at the earliest regular pay period following termination. Such payment will be based on the employee's rate of pay at the time of termination. It will not include credit for University holidays falling within the terminal pay period.

- b. Emergency Leave.** A paid leave of up to four consecutive working days for personal emergencies may be granted by a faculty member's supervisor with the concurrence of the Dean and the Provost.
- c. Military Leave.** Cameron University supports the reserve components of the national defense agencies and the men and women who serve in them. To this end, Cameron University employees who are members of the National Guard or military reserve shall be granted up to twenty calendar days of military leave for active service during any military fiscal year with pay and without any loss of status or efficiency rating. Cameron shall comply with all state and federal law regarding military leave and pay.
- d. Sick Leave.** The faculty and administration of Cameron University are committed to providing quality educational experiences to the students who attend the University. The University pledges to provide competent and motivated faculty to guide and instruct each course. From time to time, faculty members will be unable to attend class due to personal illness or temporary disability of the faculty member or a member of the immediate family (refer to the Employee Handbook Section 9.3). The employee or his/her representative must provide timely notification to the supervisor upon return to work and must report sick leave on the appropriate forms. In order to accommodate the faculty member's leave requirements while maintaining the University's commitment to its students, Cameron University has instituted a flexible sick leave policy which incorporates the following guidelines:

 - 1) Full-time faculty shall accrue sick leave at the rate of one and one-half days per month during any employment period until a maximum of one hundred eighty days shall have been accrued.
 - 2) During illnesses of short duration, generally not exceeding two consecutively scheduled class meetings, classes of the affected faculty member may be dismissed.
 - 3) During illnesses of longer duration, but those that still are temporary in nature, the teaching and other essential duties of a faculty member may be performed by his/her qualified colleagues who agree to do so, with no reduction in pay for the ill faculty member other than a reduction in sick leave balance and no increase in compensation for those who assume additional duties. This situation shall continue until the department chair or substituting faculty shall conclude it is no longer appropriate.
 - 4) If the illness is projected to be of such duration as to require the designation of another person or persons to perform the teaching or other essential duties of a faculty member, the department chair shall formulate and present to the Dean a recommendation for assignment of such duties to existing faculty as overload, or the appointment of adjunct faculty to perform them. The Dean

shall consider the recommendation and forward it with any supplemental or contrary recommendation to the Provost, who shall make a final judgment on the matter. During such period, overload or adjunct compensation shall be paid to the substituting faculty according to the approved plan.

- 5) Sick leave benefits shall be paid at the faculty member's current rate of pay and shall be administered in a non-discriminatory manner. While a maximum of one hundred eighty days may be accrued and available for use, a lesser amount may be used if the faculty member qualifies for long-term disability. Medical certificates may be required from the faculty member in connection with this sick leave policy. Any reciprocity among state institutions required by Oklahoma law shall be allowed.

- e. **Special Leave.** Any faculty member who is called to serve as a juror or who is subpoenaed as a witness in a proceeding in which he or she is not a party shall be granted leave with pay to attend such proceedings. Any fee paid by the court in connection with the appearance may be retained by the employee. This provision shall not apply to faculty members who are parties to litigation, unless as a result of their employment. This provision shall not apply to faculty who are testifying as expert witnesses. In such instances, faculty are required to take paid leave or, with the approval of the President, leave without pay.

9. Other Leaves

Faculty may request adjustment of their status with the University or short-term leaves of no more than four consecutive working days to manage personal affairs by presenting an application to their department chair for consideration. The department chair will evaluate the request and give particular attention to the staffing requirements of the department including the disposition of classes and other duties before making a recommendation to the Dean. The Dean will evaluate the application and the department chair's recommendation and submit a recommendation to the Provost addressing the best interests of the department, the school, any affected students, and the faculty member. The Provost will make a final recommendation on the application to the President. Salary compensation will be adjusted for such leaves or adjustments to status exceeding four consecutive working days and may be adjusted for leaves of lesser duration if the leave results in additional expense to the University.

Family and Medical Leave: Eligible employees may take unpaid family and medical leave in accordance with the Family and Medical Leave Act of 1993, and applicable state law and University policy.

5.9 SUPPORT FOR SCHOLARSHIP AND INSTRUCTIONAL INNOVATION

The University recognizes research and creative/scholarly activities to include the discovery of knowledge, the integration of previously discrete but established facts and concepts, new applications of knowledge, and the scholarship of teaching. The view of the University is that acquisition of knowledge occurs as a result of research, synthesis, practice, and the analysis of teaching and that the University's institutional mission requires all of those facets of scholarship to be supported and rewarded.

1. The Cameron Research and Innovative Instructional Grant Fund; supports research and creative/scholarly activities consistent with the University's mission.

- a. Cameron Research funding supports projects undertaken by faculty, staff, and faculty-sponsored students to enhance the acquisition of knowledge through research (scholarship of discovery), synthesis (scholarship of integration), practice (scholarship of application), or the analysis of pedagogy (scholarship of teaching). Proposals requesting support for no more than \$500 are reviewed and approved by the Chair of the Cameron University Research Committee and the Director of Academic Research. A recommendation from the Research Committee is also required for consideration of grant requests in larger amounts.

Primary consideration will be given to those projects in an academic discipline or program or in conjunction with institutional research and development. Normal academic requirements for a course or a degree will not be funded. Ordinarily, funds will not be approved for travel to professional meetings or to support typing research papers.

- b. Innovative Instructional Grants funding supports efforts by faculty members to improve classroom and laboratory instruction and instructional support services. Proposals requesting support for no more than \$500 are approved by the approved by the Chair of the Cameron University Teaching and Learning Committee and the Director of Academic Research. A recommendation from the Teaching and Learning Committee is also required for consideration of grant requests in larger amounts.

Proposals may include equipment purchases and requests for travel, as long as the equipment or travel will directly contribute to the innovative aspects of the project. Standard school/department equipment purchases or faculty development travel, including travel to professional meetings, will not be funded.

2. A faculty member may request release time from his/her regular teaching load in relation to a proposed research project. Requests for release time must be approved by the faculty member's department chair and dean.
3. Faculty, staff and student support funds are also available through Faculty Development grants and through the Cameron University Endowed Lectureships program.

5.10 CONFLICTS OF INTEREST POLICY

A public servant occupies a position of trust and confidence, and the public expects its servants to be above reproach in fulfilling the duties and responsibilities of office. However, in a community as diverse and complex as that of a modern public university, the pursuit of individual interest may result in conflicts with university interests. It shall be the policy of the University that its Board of Regents, officers, faculty, and employees, hereinafter for the sake of brevity referred to as "individual," avoid these conflicts or even the appearance of such conflicts. The University should serve as the model for ethical conduct. Cameron University strives to exemplify the highest principles of honesty and integrity.

This policy is not limited to outright dishonesty. It is clearly wrong and is a criminal offense to take state property; sell protected information and privileges for one's personal gain; or accept money, gifts, or favors from suppliers. Most conflicts of interest are more subtle, and often only a matter of degree separates an acceptable course of action from an unacceptable one. What follows is intended to provide guidance to individuals so that they can anticipate and avoid situations where personal interests cause a person to act in a way inconsistent with University interests.

The conflicting interests referred to throughout this policy may be direct or indirect. The interest might be that of the individual or that of another, such as a close relative or friend. It may even be that of a business in which the individual or other person has an interest, financial or otherwise, that is likely to or would tend to interfere with the individual's objective performance of public duties.

In determining whether a conflict exists, there is no substitute for common sense and good judgment. The cardinal question is whether one's judgment in official matters may be affected, or appear to be affected, by circumstances of personal interest. In a particular situation, identification of a disqualifying interest must include all the facts, including the individual's position, the action, the impact of that action, the kind and amount of the individual's personal interest, and, in some instances, the kind and amount of the individual's other interest. In case of doubt, an individual should seek clarification from the Provost or his/her designee before acting. Consultation with Legal Counsel also may be desired. Final determination on these types of matters will be made by the President.

1. **Statement of Rules**

a. **Conflicts of Interest.**

There are six general areas of concern, which are set forth below.

- 1) **Seeking or Accepting Gifts.** No individual shall seek or accept anything of value from others given for the purpose of influencing him or her in the discharge of official duties. Except as provided below, no individual shall accept anything of value from a vendor or contracting party with the University.

To come within this prohibition, the interest must be one incurred by reason of the individual's public position. Normally, this requirement would exclude gifts for purely social reasons; however, if a gift would have a tendency to reflect adversely upon one in the public eye, a conflict of interest will probably arise. Again, one should avoid the appearance of corruption since the public expects a high ethical standard from its public servants.

This rule does not prohibit occasional acceptance of items of nominal value such as plaques, desk calendars, pens or pencils, or examination copies and desk copies of textbooks (generally less than \$50.00) that are not intended to influence the judgment of the employee in the performance of his/her public duties. However, while favors or gifts may be small, they have the tendency to become reciprocal. If there is ever any doubt regarding the offerer's intent, it is always advisable to decline the favor or gift. Benefits of significant value should be declined or returned with a letter explaining this policy; a copy of the letter should be retained. This rule does not prohibit gifts from within the University community to individuals retiring or leaving the University or who have achieved some special distinction while at the University.

- 2) **Improper Use of Office or Position.** No individual shall knowingly use his/her official position with the University to obtain some special privilege or advantage for himself or another, except as specifically provided by law.

Improper use of position can take many forms. An individual might use influence or coercive power with others to give a friend special consideration

or might induce the use of position to obtain preferential treatment with a private business having some connection with that individual.

One frequent problem in this area concerns the use of public property for personal purposes unrelated to the individual's public duties. Charging personal long distance telephone calls to the University, using a University vehicle for personal purposes, or using one's University office to operate a personal business are all examples of improper use.

- 3) **Disclosure of Confidential Information.** No individual shall offer to or in fact give, release, or discuss confidential information obtained by the use of his/her official position to anyone not entitled to that information. Furthermore, no individual may use any confidential information obtained by the use of his/her official position for his/her own personal gain.

This prohibition is intended to protect not only information directly received by the individual but also information which the individual, by the use of some power associated with his/her official position or by virtue of that position, has obtained and offers to or in fact gives to another not entitled to that information. Some of the areas to which this policy pertains include student records, personnel records, proprietary research information, procurement, and others.

- 4) **Commercial Transactions with the University and Other State Agencies.** In general, no individual may sell, offer to sell, or cause to be sold, either as an individual or through any business enterprise in which he/she holds a substantial financial interest, any goods or services to the University or any other agency of the State or to any business licensed by or regulated by the State, unless the contract is preceded by public notice of the University's intent to procure such goods or services and they are procured by competitive bidding, with the individual being determined as the best value bidder.

Whether or not an individual has a "substantial financial interest" in a particular business organization is always a matter that must be determined on a case-by-case basis. One of the most important factors to be considered in interpreting "substantial financial interest" is whether the individual's judgment in official matters may be affected by circumstances of personal interest. Normally, individuals should avoid financial relationships with the University. For example, it would be improper for an individual to approve the awarding of a contract to a firm of which he/she is a part owner or which employs the spouse or other close relation of the individual connected to the University.

One definition of "substantial financial interest" identifies it as an interest arising from a gift, salary, or other compensation from any individual or business or an interest that could result in a substantial financial gain or loss arising from such interest in a business.

- 5) **Outside Employment or Compensation.** No individual may receive or solicit outside employment or compensation that would impair the independence of judgment of the individual in rendering service as a state employee, unless specifically provided by law.

A person who accepts full-time employment in the University owes his/her first duty and loyalty to the University. Any other employment or enterprise must be understood to be secondary to his/her University work. Notwithstanding this, a faculty or staff member is permitted to have some outside employment, consistent with Board of Regents' policy (*The University of Oklahoma Board of Regents' Policy Manual Section 3.1.7*).

The University expects members of its faculty to pursue continual scholarly development and renewal and to share their professional capabilities for the common interest. The University recognizes that consulting activities may provide good opportunities toward these ends. Individuals are encouraged to devote, within the limits of the current policies of the University on outside employment, a reasonable amount of effort to personal professional activity beyond the professional responsibilities of employment by the University.

Of concern in this area is the relationship of the University with foundations organized to benefit the University. Public servants must not permit their judgment to be clouded by concern over the effect of their actions on foundation goals and priorities. Individuals should not serve as officers for University-related foundations, nor should they receive compensation from such foundations for activities related to the improvement of education in the state. Any activities for which the employee or officer is able to receive extra compensation should be preceded by a contract between the foundation and the University that calls for that compensation to be paid to the University, with the University then paying the employee.

6) Participation in Hearing Panels. No member of a University hearing or appeals panel, or other committee, council, or the Board of Regents when engaged in judicial proceedings shall participate in the hearing when the panel member has a close professional or personal relationship with any of the principal parties in the matter or with their counsel/representatives. For instance, faculty and staff shall not participate as panel members when the appellant or respondent is a member of their own department or unit or has been a close collaborator, except in the case of appeals panels internal to some units where their rules specifically permit such participation.

b. Political Activities. All citizens of this country have guaranteed rights as individuals to participate in civic affairs. The key phrase is "as individuals." No individual may engage in political activities with the use of state funds, personnel, or property. The provisions of the Board of Regents policies concerning political activities of faculty and employees govern such activities.

2. Policy Administration

It shall be the policy of the University that if an individual fails to comply with any provisions of this University policy, such failure may be grounds for appropriate disciplinary action. Complaints relating to violations should be reported to the appropriate academic Dean or executive officer. Within sixty days of the implementation of this policy or within sixty days of employment, each individual shall sign a statement that he/she or she has read the policy and is familiar with its contents, and every two years thereafter in the month of December a compliance statement shall be signed by such individual.

An employee for purposes of this policy shall not include part-time employees working less than half-time who are not otherwise eligible for University employment benefits, part-time faculty who are not eligible for University employment benefits, student employees, graduate assistants, or adjunct faculty.

3. Conclusion

No policy can answer all questions that might arise. Whenever an individual is in doubt regarding the propriety of any given situation, he/she should always err on the side of propriety. One should disclose the potential or perceived conflict, seek advice or guidance from the appropriate officer before entering into the activity, and make a record of the matter for future reference and use.

5.11 NEPOTISM

Except as prohibited by the laws of the State of Oklahoma, relationship by consanguinity (blood) or by affinity (marriage) shall not, in itself, be a bar to appointment, employment, or advancement by the University or, (in the case of faculty members,) to eligibility for tenure. The University recognizes, however, that there is an inherent conflict of interest when an employee makes hiring, promotion, or salary decisions about a family member, although there may be extremely rare circumstances when the potential benefit to the University in having an employee supervise a family member outweighs the potential harm.

Therefore, no two persons who are related by affinity or consanguinity within the third degree shall be given positions in which either one is directly responsible for making recommendations regarding employment, promotions, salary, or tenure for the other; nor shall either of two persons so related who hold positions in the same budgetary unit be appointed to an executive or administrative position in that unit or to a position involving administrative responsibility over it, as long as the other person remains in the unit, without first receiving a waiver that has been recommended by the Provost, or the appropriate Vice President, and approved by the President and Board of Regents. In recommending the waiver, the Provost or the appropriate Vice President must make a written statement of the facts that have led him/her to conclude that the benefit to the University in granting the waiver outweighs the potential harm. In addition, the Provost or the appropriate Vice President must propose in writing a means by which a qualified, objective person, unrelated to the employee at issue, shall make performance evaluations and recommendations for compensation, promotion, and awards for that employee and state in writing how that means will avoid the conflict of interest. The statement and proposal for supervision shall be made part of the Board of Regents agenda item. Further, a salary increase above the average increase granted to all University employees in similar positions will not be granted to an employee who has been granted a waiver under this policy unless it has been approved by the applicable Provost or appropriate Vice President and the President.

It is the responsibility of the head of the budget unit to seek a waiver before offering employment to any person whose employment would violate this policy, and the willful failure to follow this policy may result in disciplinary action against the head of the budget unit. Notwithstanding any other provision of this policy, a conditional hire, prior to approval of the Board of Regents, may be made pursuant to this policy if deemed necessary for legitimate academic or business reasons if justified in writing by the appropriate Vice President and approved by the President. At the next regular meeting of the Board of Regents, the written justification and the conditional hire will be considered by the Board of Regents.

Relatives that are within the third degree of relationship to an employee by consanguinity or affinity include the following: spouse, parent, parent of spouse, grandparent, grandparent of spouse, great-

grandparent, great-grandparent of spouse, uncle or aunt, uncle or aunt of spouse, brother or sister, brother or sister of spouse, son or daughter, son-in-law or daughter-in-law, grandson or granddaughter, grandson's or granddaughter's spouse, great-grandson or great-granddaughter, and great-grandson's or great-granddaughter's spouse. For the purposes of this policy, step and half relatives are considered to be related by affinity.

5.12 FACULTY SUGGESTIONS FOR HANDBOOK AMENDMENTS

In order for this Handbook to be a dynamic document, it must be amended from time to time to reflect any changes in relationships within the University. While these amendments may be generated in the usual ways that policies and procedures of the University and Board of Regents are generated, it is important that faculty have a non-exclusive method for suggesting changes. To this end:

1. An amendment to this Handbook may be proposed by written petition of 25 percent of the entire voting membership of the Faculty Senate.
2. Any amendment proposed must be distributed in writing, together with its proposed date of implementation, to all members of the faculty at least ten days prior to its first consideration and discussion at a Faculty Senate meeting.
3. Once a proposed amendment has been presented to the Faculty Senate, it will be discussed at a duly authorized meeting, either regular or special, and may not come up for a vote of approval or rejection by the Senate until a second meeting held not less than twenty nor more than thirty days after the meeting at which it was considered and discussed.
4. When approved by a two-thirds vote of the voting membership present and voting at a duly constituted regular or special meeting of the Faculty Senate, and a two-thirds vote of those faculty members voting in a faculty election, the proposed amendment shall be forwarded for consideration to the University President. If the proposed amendment is to be a Board of Regent's policy, the President shall forward it, upon approval, to the Board of Regents for action.

APPENDIX A

DETERMINATION OF APPROPRIATE ACADEMIC CREDENTIALS

A.1 DOCTORATE, TERMINAL, OR PROFESSIONAL DEGREE

A faculty member with this academic credential holds a doctorate in an area of specialization. Such degrees may include

A.1.1 Doctor of Philosophy

A.1.2 Doctor of Education

A.1.3 Doctor of Musical Arts

A.1.4 Doctor of Business Administration

A.1.5 Doctor of Pharmacy

A.1.6 Juris Doctorate

A.1.7 Doctor of Medicine

A.1.8 Doctor of Veterinary Medicine

A.1.9 Doctor of Nursing

Acceptance of other doctorates or professional degrees (such as the Masters of Fine Arts) must be made by the Provost in consultation with the appropriate Dean. Such acceptance must be specified in the initial written offer of appointment.

Specific degree requirements stated as prerequisite for appointment, promotion, tenure, or other personnel action are met only by possession of an earned degree from a regionally accredited or internationally recognized institution.

A.2 ACCEPTABLE ACADEMIC CREDENTIALS IN ISOLATED, SPECIAL CASES

Institutions of higher education such as the University are necessarily diverse. This diversity exists in educational programs and degrees offered to meet the needs of the clientele served. Diversity of educational programs implies diversity of academic credentials of the faculty within those programs.

In an effort to guide decisions relative to faculty status, the following are presented as examples of acceptable academic credentials that may apply in special circumstances. These examples are as follows:

A.2.1 Artistic Recognition includes, but is not limited to, having works in collections in reputable national museums or regional juried shows; performing a specialty in regional or national recitals; publishing poems, stories, or prose in nationally recognized literary publications; or accomplishing other extraordinary endeavors.

A.2.2 Professional Recognition includes, but is not limited to, publications in recognized professional journals; leadership in learned, scholarly, or professional organizations;



successful experience and regional or national acclaim in technical, managerial, or entrepreneurial circles; recognition in basic and/or applied research; or other extraordinary accomplishments and/or credentials.

A.2.3 Professional Certification must be through a recognized regional or national standard examination or program. Professional certification must include “professional recognition” as described in Section A.2.2 above. Examples of professional certification include, but are not limited to,: certified public accountant, certified life underwriter, registered physical therapist, registered nurse, registered dietician, or similar certification of specialized competence.

A.3 HIGHEST DEGREE AVAILABLE OR MULTIPLE MASTER’S DEGREES

Some educational disciplines may not afford the opportunity to faculty to pursue a doctorate, terminal, or professional degree due to rarity of such degree programs. In these isolated cases, faculty will be responsible for holding the highest degree available in their academic specialty in order to be eligible for positions, promotion, or tenure.

In such cases, it may be more appropriate for the faculty to hold or pursue an additional specialized master’s degree. This determination shall be the responsibility of the department chair in consultation with the faculty member and the departmental/school personnel committee. Consultation with the Dean and Provost may also be appropriate.

Non-availability or rarity of an appropriate doctorate, terminal, or professional degree program must be substantiated by the Department Chair.

A.4 SUBSTANTIAL PROGRESS

This implies the completion of a major portion of the work toward a doctorate, terminal, or professional degree. A major portion of the work implies the completion of all required course work or could include completion of all requirements except thesis or dissertation.

Substantial progress towards other acceptable academic credentials shall be dependent upon the credentials in question. The appropriate department chair shall determine the degree of progress, subject to review by the Dean and Provost.

APPENDIX B

B.1 CRITERIA FOR PROMOTION

University continually seeks to build and improve its academic stature. A major mechanism for strengthening the University academically is a sound and consistent promotion policy that demands and rewards faculty academic development. Therefore, eligibility for promotion shall be based upon faculty performance evaluated against criteria in the areas discussed below. Faculty must meet the standards regarding academic credentials, length of service, and teaching effectiveness to be eligible for promotion. Evaluation of the faculty member's performance in the other areas shall be based upon individualized criteria negotiated in the faculty member's Annual Plans approved by the Department Chair and the Dean and based upon the following categories. A recommendation for promotion to a higher rank is based upon the professional judgment of the individuals involved in the evaluation process.

The extent to which years spent on leaves of absence will count to fulfill length of service criteria will be determined by mutual agreement between the Provost and the faculty member prior to the Provost's granting of such leaves. Such agreements must be made in writing and placed in the faculty member's personnel file.

B.1.1 For Promotion to Assistant Professor

1. Academic Credentials

To be considered for promotion to Assistant Professor, completion of an appropriate earned doctorate, terminal, or professional degree or other appropriate credentials is necessary. (See Appendix A.)

2. Length of Service

Three years of full-time, ranked teaching experience at Cameron University or at another accredited college or university is required. Promotion may be recommended with a shorter length of service than described above by the department/school personnel committee and/or department chair. Rapid promotion is based upon extraordinary qualifications of the faculty member.

3. Teaching Effectiveness

See Section 4.3.2.1.a for teaching effectiveness criteria

4. Scholarly or Professional Activities

Effective teaching requires active involvement in the intellectual and scholarly developments in the faculty member's area of specialization. To be considered for promotion, the faculty member should give evidence of the following:

- a) Adequate grasp of one's area of specialization;
- b) Continuing efforts to remain abreast of developments in the area of specialization;
- c) Application of current scholarship to teaching;
- d) Membership in appropriate professional organizations; and



- e) Other efforts to continue academic growth.

5. Departmental Service

Faculty involvement in departmental activities besides teaching is required. Departmental service may include, but is not limited to, the following:

- a) Service on departmental committees;
- b) Performance of departmental and/or instructional program administrative duties; and
- c) Development of the departmental or instructional program curriculum and/or courses.

6. University Service¹

Faculty service to the University outside instructional duties may be considered in evaluation for promotion. Such service may include, but is not limited to, the following:

- a) Participation in committees or organizations within the governance structure;
- b) Service on ad hoc or advisory University bodies outside the governance structure;
- c) Performance of special administration functions;
- d) Participation in program and/or curriculum development; and
- e) Service as a representative of the University and external organizations.

7. Community Service²

Community service appropriate for consideration in promotion decisions should be based upon the academic or professional expertise of the faculty member and should reflect favorably upon the University. Such service might include, but is not limited to, the following:

- a) Serving in the faculty member's area of expertise as a consultant, resource person, or researcher;
- b) Giving lectures, serving on panels, performing in creative activities, or otherwise participating in community activities directly related to University functions; and
- c) Serving as the University's designated representative at appropriate community functions.

¹ Activities in these categories may be considered but are not mandatory.

² Ibid.

B.1.2 For Promotion to Associate Professor

1. Academic Credentials

To be considered for promotion to Associate Professor, the faculty member must possess an appropriate doctorate, terminal, or professional degree or other appropriate academic credentials. (See Appendix A.)

2. Length of Service

To be considered for promotion to Associate Professor, the faculty member must have completed four years of full time, satisfactory or higher service at the rank of Assistant Professor and five years of full time, satisfactory or higher service as a faculty member in higher education. Promotion may be recommended with a shorter length of service than described above by the department/school personnel committee and/or Department chair. Rapid promotion is based upon extraordinary qualifications of the faculty member.

3. Teaching Effectiveness

The criteria listed in the section on Assistant Professor shall have been met. Additionally, the faculty member shall have achieved recognition by other faculty and students as a superior teacher.

4. Scholarly or Professional Activities

The criteria required for promotion to Assistant Professor shall have been met. The faculty member shall actively participate in professional organizations and engage in research or other scholarly activities. These might include, but are not limited to the following:

- 1) Publication of books, articles, chapters, essays, reviews, or other scholarly efforts;
- 2) Presentation or publication of original productions or creative works before either scholarly audiences or other appropriate forums;
- 3) Participation in academic conferences, meetings, institutes, or other activities;
- 4) Service on statewide committees;
- 5) Consultation with individuals, groups, or organizations utilizing the faculty member's professional expertise; and
- 6) Innovative applications of technology in support of teaching or research.

5. Departmental Service

The types of service listed in the criteria for Assistant Professor shall be considered. The faculty member shall have served in a leadership capacity in appropriate departmental activities and have, when possible, assumed leadership in the design, development, or implementation of new techniques, strategies, courses,

academic programs, degrees, or other academic endeavors.

6. University Service

The types of service listed in the criteria for Assistant Professor shall be considered. The faculty member shall have assumed positions of leadership in the performance of such service.

7. Student Service

Faculty service to students outside of instructional duties should be considered in evaluation for promotion. Such service may include, but is not limited to, the following:

- a) Participation in department or University recruitment activities;
- b) Sponsorship or directorship of student professional organizations;
- c) Sponsorship of student clubs and social organizations; and
- d) Supervision of other organized student activities.

8. Community Service

Participation in the types of community service listed in the criteria for Assistant Professor may be considered.

B.1.3 For Promotion to Professor

1. Academic Credentials

To be considered for promotion to Professor, completion of an appropriate doctorate, terminal, or professional degree is necessary.

2. Length of Service

To be considered for promotion to Professor, the faculty member must have completed four years of full time, satisfactory or higher service at the rank of Associate Professor and ten years of full time, satisfactory or higher service as a faculty member in higher education. Promotion may be recommended with shorter length of service by the department/school personnel committee and/or department chair. Rapid promotion is based upon extraordinary qualifications of the faculty member.

3. Teaching Effectiveness

The criteria listed in the section on Associate Professor shall have been met. Additionally, the faculty member shall have made outstanding contributions to instructional programs, curriculum, and/or methodologies.

4. Scholarly or Professional Activities



- a) Evidence of research or appropriate scholarly pursuits shall be documented.
- b) The criteria listed in the sections on Associate Professor shall have been met.
- c) In addition, the following should be considered:
 - 1) Receipt of awards, grants, or fellowships;
 - 2) Appointment or election to positions of leadership within state, regional, or national professional organizations; and
 - 3) Other types of recognition within the faculty member's area of specialization.

5. Departmental Service

The criteria listed in the section on Associate Professor shall have been met.

6. University Service

The criteria listed in the section on Associate Professor shall have been met.

7. Student Service

The criteria listed in the section on Associate Professor shall have been met.

8. Community Service

The criteria listed in the section on Associate Professor shall have been met.

B.1.4 For Promotion to Librarian/Assistant Professor

1. Academic Credentials

To be considered to promotion for Librarian/Assistant Professor, a Master's of Library Science from an American Library Association accredited institution and substantial progress toward meeting the academic credential requirement for promotion to Librarian/Associate Professor are necessary.

2. Length of Service

Completion of three years of full-time service as an academic librarian at an accredited institution(s) of higher education is required.

3. Effectiveness in Duties and Responsibilities

The basic quality that must be evident is the ability to perform at a high professional level in a specific area of responsibility and in other related areas that contribute to the achievement of the goals of the University Library and to the educational, research, and service missions of the University.

Areas of library effectiveness shall include, but not be limited to, the following:

- a) Knowledge of the academic library's function and responsibilities;
- b) Command of duties and responsibilities as specified in assigned job description;
- c) Ability to organize and administer duties and responsibilities clearly, logically, and imaginatively;
- d) Ability to positively stimulate colleagues and promote harmonious working conditions; and
- e) Engagement in scholarly activity.

4. Professional Activities

The term "professional activities" refers to activities directly related to the faculty member's profession. Representative professional activities may include, but are not limited to:

- a) Membership in professional organizations; attendance at professional meetings, conventions, conferences, workshops, or institutes; and active participation therein;
- b) Publishing in or editing professional journals or other publications;
- c) Continuing efforts to remain abreast of developments in the areas of specialization; and
- d) Service on local, state, national, or international commissions, advisory boards, or agencies utilizing professional expertise.

5. University Service

Faculty service to the University shall be considered in evaluation for promotion. Such service may include, but not be limited to, the following:

- a) Participation in committees or organizations within the University;
- b) Service on ad hoc or advisory University bodies outside the governance structure;
- c) Performance of special administrative functions; and
- d) Service as a representative of the University to external organizations.

6. Other Types of Service

Contributions by librarians in the areas of departmental service, community service, and student service shall also be considered.

B.1.5 For Promotion to Librarian/Associate Professor

1. Academic Credentials



To be considered for promotion to Librarian/Associate Professor, possession of an earned doctorate in an appropriate discipline or a second master's degree germane to one's duties and responsibilities may be considered. The Provost and the Director of Library Services shall determine the appropriateness of the second master's degree.

2. Length of Service

Six years of full-time service as an academic librarian at an accredited institution(s) of higher education is required. Promotion may be recommended with a shorter length of service by the Library Personnel Committee and/or Director of Library Services. Normally, more rapid promotion is based upon extraordinary qualifications of the faculty member.

3. Effectiveness in Duties and Responsibilities

Promotion to this rank requires documented evidence of outstanding professional performance and substantial accomplishments in fulfilling all obligations of a librarian. In addition, the faculty member shall have achieved recognition by the faculty and administrators as a superior librarian.

4. Scholarly or Professional Activities

Professional activities described in the criteria for Librarian/Assistant Professor shall be considered. In addition, promotion to this rank requires documented evidence of professional performance through:

- a) Publication of books, chapters, essays, or other scholarly efforts and/or;
- b) Presentation of original productions or creative works before either scholarly audiences or other appropriate forums and/or;
- c) Leadership in library conferences, meetings, institutes, or other professional activities.

5. University Services

The type of service listed in the criteria for Librarian/Assistant Professor shall be considered. In addition to such service, the candidate shall have assumed leadership in committees or organizations within the governance structure of the University.

6. Other Types of Service

Contributions by librarians in the areas of departmental service, community service, and student service shall also be considered.

B.1.6 For Promotion to Librarian/Professor

Promotion to this rank shall require a consistently outstanding level of performance and continued excellence in contributions in all areas of library activities.

1. Academic Credentials



To be considered for promotion to Librarian/Professor, an earned doctorate in an appropriate discipline is necessary.

2. Length of Service

Ten years of full-time academic library service at an accredited institution(s) of higher education is required. Promotion may be recommended with a shorter length of service by the Library Personnel Committee and/or Director of Library Services. Normally, more rapid promotion is based upon extraordinary qualifications of the faculty member.

3. Effectiveness in Duties and Responsibilities

The candidate shall have provided a consistently outstanding level of performance.

4. Professional Activities

Professional activities described in the criteria for Librarian/Associate Professor shall be considered. In addition, the following may also be considered:

- a) Receipt of awards, grants, or fellowships; and
- b) Appointments or elected positions of leadership within state, regional, or national library organizations.

5. University Service

The criteria listed for Librarian/Associate Professor shall have been met.

6. Other Types of Service

Contributions by librarians in the areas of departmental service, community service, and student service shall also be considered.

**Cameron University
Sample Faculty Member Evaluation Form:**

| | |
|---|----------------------|
| Faculty Member's Name: | Academic Year: _____ |
| <p>Instructions: Department Chair will assign a value of 1 through 5 for each applicable area in each category. Faculty members will be evaluated for the appropriate rank or for promotion to a new rank. The evaluation form will automatically total the number of areas evaluated and calculate the average score for each category.</p> <p align="center">Definition for Rating to be Applied:</p> <p>Merit Points</p> <p>(5) OUTSTANDING.....Consistently surpasses requirements. Reflects clearly exceptional performance.</p> <p>(4) VERY GOOD.....Reflects substantially superior performance in meeting stated expectations; contributes significantly toward success of department and University.</p> <p>(3) SATISFACTORY.....Fully meets standard performance requirements for this position.</p> <p>(2) MARGINAL.....Performance is below standard position requirements; improvement is expected.</p> <p>(1) UNSATISFACTORY.....Performance shows significant limitation. If the individual is to continue in the position, substantial and prompt improvement is necessary.</p> | |

| CATEGORY 1. EFFECTIVE CLASSROOM TEACHING (Section 4.3.1.2.a) | Rating |
|---|---------------|
| Mastery of one's subject | |
| Ability to develop and utilize effective teaching methods and strategies | |
| Ability to organize subject matter and to present it clearly, logically, imaginatively | |
| Effective assessment of instruction and revision as necessary | |
| Integrity, fairness, and objectivity in grading or otherwise evaluating students | |
| Recognition by other faculty and students as superior teacher | |
| Made outstanding contributions to instructional programs, curriculum and/or methodologies | |
| Other measurement 1.1: | |
| Other measurement 1.2: | |
| Number of Areas Evaluated Category 1: | 0 |
| Average of Evaluation for Category 1: | 0.0% |

| CATEGORY 2. RESEARCH AND CREATIVE/SCHOLARLY ACTIVITIES (Section 4.3.1.2.b) | Rating |
|---|---------------|
| Continuing efforts to remain abreast of developments in the area of specialization | |
| Application of recent scholarship to teaching | |
| Publication of books, articles, chapters, essays, reviews, or other scholarly efforts | |
| Presentation or publication of original productions or creative works before either scholarly audiences or other appropriate forums | |
| Participation in academic conferences, meetings, institutes, or other activities | |
| Consultation with individuals, groups, or organizations utilizing the faculty member's professional expertise | |
| Innovative applications of technology in support of teaching or research | |
| Other measurement 2.1: | |
| Other measurement 2.2: | |
| Number of Areas Evaluated Category 2: | 0 |
| Average of Evaluation for Category 2: | 0.0% |

**Cameron University
Sample Faculty Member Evaluation Form:**

| CATEGORY 3. PROFESSIONAL AND UNIVERSITY SERVICE AND PUBLIC OUTREACH (Section 4.3.1.2.c) | Rating |
|--|---------------|
| Departmental: | |
| Availability for and effectiveness in academic advising and directing of students | |
| Service on departmental committees | |
| Performing departmental and/or instructional program administrative duties | |
| Developing the departmental or instructional program curriculum and/or courses | |
| Service in leadership capacity in appropriate departmental activities | |
| When possible, assumed leadership in the design, development or implementation of new techniques, strategies, courses, academic programs, degrees, or other academic endeavors | |
| University: | |
| Participation in committees or organizations within the governance structure | |
| Service on ad hoc or advisory University bodies outside the governance structure | |
| Performance of special administration functions | |
| Participation in program and/or curriculum development | |
| Service as a representative of Cameron University to external organizations | |
| Assumed positions of leadership in the performance of such service | |
| Profession and Public Outreach: | |
| Service in the faculty member's area of expertise as a consultant, a resource person, or a researcher | |
| Giving lectures, serving on panels, performing in creative activities, or otherwise participating in community activities directly related to University functions | |
| Membership in appropriate professional organizations | |
| Serving as the University's designated representative at appropriate community functions | |
| Service on statewide committees | |
| Student: | |
| Participation in department or University recruitment activities | |
| Sponsorship or directorship of student professional organizations | |
| Sponsorship of student clubs and social organizations | |
| Supervision of other organized student activities | |
| Other measurement 3.1: | |
| Other measurement 3.2: | |
| Number of Areas Evaluated Category 3: | 0 |
| Average of Evaluation for Category 3: | 0.0% |

APPENDIX D

GRADUATE PROGRAMS

D.1 GRADUATE FACULTY REQUIREMENTS

D.1.1 Faculty must meet three criteria in order to be appointed and retained as permanent graduate faculty members. They must have:

- a. An earned doctorate or other appropriate terminal or professional degree from a college or university accredited by a regional accrediting agency;
- b. An appointment at the rank of Assistant Professor or above; and
- c. Conducted specific forms of scholarly activities in the past five years.

In fulfillment of this final standard, faculty must have:

- 1) Published a book, chapter, essay in a book, or monograph;
- 2) Published or have article(s) accepted for publication in juried (refereed) journals;
- 3) Presented one or more papers at juried professional conferences or meetings;
- 4) Reviewed manuscripts or books at the request of journal editors or publishers;
- 5) Obtained one or more grants from external agencies;
- 6) Participated in performing arts or fine arts activities that have been approved under the auspices of peer review;
- 7) Designed curriculum;
- 8) Designed a development project or instructional development project that has been subjected to public or peer review; or
- 9) Demonstrated scholarship throughout their careers and involvement in current scholarship activities relevant to their disciplines.

D.1.2 Temporary appointment to the Graduate Faculty may be made for persons who have the expertise in an area that qualifies them to teach a graduate-level course, which expertise shall be defined by graduate faculty at the department or school level.

D.2 GRADUATE FACULTY SELECTION

Appointments to the Graduate Faculty are approved by the Provost following favorable recommendation of the appropriate department chair, Dean, and the Graduate Council. Appropriate faculty counsel shall be obtained at the department or school level. Temporary members are approved by the Provost following favorable recommendation by the Graduate Council.

D.3 RESPONSIBILITIES OF GRADUATE FACULTY

D.3.1 A permanent member of the Graduate Faculty shall be eligible to:

- a. teach graduate courses;
- b. advise graduate students;
- c. supervise graduate research;
- d. serve on a thesis committee and serve as a thesis director;
- e. be elected to and vote for members of the Graduate Council;
- f. hood Master's degree candidates during Commencement week;
- g. participate in University, school, and department graduate governance; and
- h. serve on graduate advisory committees in the school.

D.3.2 A temporary member of the Graduate Faculty shall be eligible to teach graduate courses subject to the recommendation of the department chair and Dean.

D.4 DUTIES OF THE CHAIR OF THE GRADUATE COUNCIL

D.4.1 Among the duties of the Chair of the Graduate Council shall be

- a. coordinating graduate programs among the respective schools;
- b. serving as the presiding officer of the University-wide graduate faculty and the Graduate Council;
- c. serving as the administrative and communications officer among the Administration, the Graduate Faculty, and the Graduate Council;
- d. working with the academic schools and departments and the Graduate Council in planning new graduate programs and courses, in recommending changes in existing programs and courses, and in preparing schedules of graduate offerings;
- e. making decisions regarding admission to, retention in, and completion of the requirements of graduate study and recommending the conference of graduate degrees;
- f. having principal responsibility for collecting and maintaining appropriate records;
- g. administering University policies, procedures, and regulations regarding graduate programs, courses, and degrees; and
- h. fulfilling other responsibilities as assigned by the Provost.

D.5 GRADUATE COUNCIL

The Graduate Council shall be the body that makes recommendations concerning policies, procedures, and regulations within the University on all matters pertaining to graduate studies.

D.5.1 The Graduate Council shall:

- a. formulate and forward to the Provost recommendations regarding aims, objectives, plans, policies, procedures, and regulations relative to the University's graduate programs;
- b. recommend to the Provost policies, procedures, and standards governing development, evaluation, and modification in graduate curricula, including the addition or deletion of courses and programs;
- c. formulate and forward to the Provost recommendations regarding policies, procedures, and regulations for admission to, retention in, and completion of graduate degree programs;
- d. serve as an appeals committee for actions resulting in the dismissal of a student from the Graduate School;
- e. review and make recommendations to the Provost concerning the periodic evaluation of graduate faculty;
- f. make recommendations and give advice to the Provost on other matters of concern to graduate education at the University; and
- g. create such committees as the Council shall deem appropriate.

D.6 GRADUATE COUNCIL MEMBERSHIP

D.6.1 Elected members shall be chosen as follows:

- a. Each school that offers a graduate course shall be entitled to elect one voting member to the Graduate Council, and each school that offers a graduate degree program shall be entitled to elect an additional voting member to the Graduate Council. The schools shall develop election procedures to insure broad representation of as many academic departments that participate in graduate programs as possible.
- b. Members of the Graduate Faculty may vote for representatives on the Graduate Council.
- c. Members of the Graduate Faculty are eligible for election to membership on the Graduate Council.
- d. Each elected member shall serve for three years with a drawing of lots to determine one-year, two-year, and three-year terms in the initial Graduate Council. This will provide staggered terms of office.

- e. Vacancies caused by resignation, leave, illness, or other circumstances shall be filled by election in the school with the vacancy. The newly-elected member will serve the remainder of the unexpired term.
- f. Elections shall coincide with the elections of the University faculty governance structure.

D.6.2 Graduate Student Members

One graduate student shall be nominated by each Dean of a School with at least one graduate program and shall be confirmed by a majority vote of the Graduate Council. Only graduate students who are officially enrolled in a degree program and one or more courses leading to the completion of that degree shall be eligible. Student members shall serve with voting privileges for one-year terms and may serve for more than one term. The student members shall be pursuing graduate degrees in different schools.

D.6.3 The Chair of the Council

The Provost will appoint the Chair of the Council from the ranks of the Deans of the Schools with at least one graduate program. The Chair of the Council may vote only in the event of a tie vote by the Council.

D.6.4 Attendance

Any member of the Graduate Council who shall miss three meetings in any academic year shall be deemed to have forfeited the office, which shall automatically be vacated. Upon such occurrence, the Chair of the Council shall notify the Dean of the affected school and request that the school's Graduate Faculty elect a new representative.

D.6.5 Administrative Support

The Office of Academic Affairs shall provide such administrative support for the Graduate Council as shall be appropriate.

D.7 GRADUATE COUNCIL MEETINGS

- D.7.1 Meetings shall be held as needed during the year.
- D.7.2 A quorum shall consist of a majority of the voting members of the Council.
- D.7.3 Business of an emergency nature can be brought before the Graduate Council at any meeting if a majority of the voting members present vote to consider the issue.

D.8 GRADUATE COUNCIL ACTIONS

- D.8.1 Each member of the Graduate Council shall be sent a copy of the Council's agenda before its meetings and copies of the Council's minutes afterwards. Permanent minutes and records of the Council shall be maintained by the Chair.
- D.8.2 Members of the Graduate Faculty, Deans of schools, and department chairs participating in graduate programs may, with the permission of the Chair or majority of the Council, offer information in the discussion of business before the Council or offer information for the Council's consideration.



D.8.3 Items of business before the Graduate Council shall be passed if a majority of the voting members present vote favorably.

APPENDIX E

BENEFITS AND GENERAL INFORMATION

E.1 GENERAL INFORMATION

Included in Appendix E are descriptions of benefits provided faculty by Cameron University, together with other general information. Since many of the items, such as group insurance, are highly technical and may change from year to year, the descriptions will be general in nature. Appendix E is therefore informational and not contractual.

E.2 INSURANCE

E.2.1 Group health, accident, and major medical insurance is purchased for all full-time faculty by the University. In addition, faculty may purchase similar insurance for dependents through a payroll deduction plan. A more detailed description of the insurance coverages is available through the Human Resources Office.

E.2.2 Term life insurance is also purchased for all full-time faculty by the University. Faculty may purchase similar insurance for dependents through a payroll deduction plan. A more detailed description of the insurance coverages is available through the Human Resources Office.

E.2.3 The University also purchases long-term disability insurance for all full-time faculty members. The description of insurance coverages will include long-term disability.

E.2.4 In addition, the University maintains other types of insurance that may afford coverages for faculty acting on behalf of the University in the performance of their duties. Specific questions as to these coverages should be addressed to the Human Resources Office.

E.3 OKLAHOMA TEACHERS RETIREMENT SYSTEM

Each year the Board of Regents, acting upon the recommendation of the University administration, determines the amount of the mandatory contribution, if any, that the University will make to the Oklahoma Teachers Retirement System on behalf of individual faculty members.

E.4 PAYROLL CHECKS AND DEDUCTIONS

Payroll checks will be provided by direct deposit. Payroll deductions are allowed in accordance with state statutes, and specific questions concerning them should be addressed to the Human Resources Office. The State Treasurer's office provides a direct deposit service for all employees.

E.5 FACULTY DISCOUNTS

E.5.1 Full-time faculty may enroll in up to two courses during any academic term at one-half of the regular enrollment fee. Further, full-time faculty may enroll in any course offered by the Department of Educational Outreach at one-half the regular fee and may enroll in any non-credit offering of the Department of Educational Outreach at seventy-five percent of the regular fee.

E.5.2 The Cameron University Bookstore grants discounts on textbooks, certain other books (excluding paperbacks and magazines), supplies, and gifts purchased by faculty and their dependents. The Bookstore Manager can provide information on current discounts and

procedures. Free or discounted tickets to University-sponsored events are available for full-time faculty and their dependents.

E.6 COMPUTER SERVICES

Cameron University encourages faculty utilization of computing services for instruction and research. Information Technology Services provides hardware, software, and communications and operational systems, along with consultation training and maintenance services, for instructional and research activities. Some commercial firms also make hardware and software available to faculty at reduced prices. For information, faculty should contact the Information Technology Services.

E.7 OFFICE AND PARKING FACILITIES

An office and reserved parking facilities are provided to all full-time faculty members. Office equipment is not available for personal use and may not be removed from the campus without prior authorization. Faculty are responsible for any University equipment assigned for their use and must surrender the same upon termination of employment. Two reserved parking decals are issued to each full-time faculty member, teaching assistant, graduate assistant, or part-time faculty member without charge. Additional permits may be purchased from the Department of Public Safety.

E.8 TRAVEL

From time to time, faculty may travel in connection with their duties performed on behalf of Cameron University and will be reimbursed for expenses incurred in connection with the travel according to Oklahoma Statutes and University policies. Prior approval is required for all travel and must be requested on University forms. Specific information regarding travel should be sought from the appropriate department chair or from the Business Office.

E.9 COMMUNICATION

E.9.1 Long-distance telephone calls involving University business may be made from telephones that have such clearance. Authorization for long-distance clearance for individual telephones must be requested through the department chair and Dean. Long-distance calls are charged to the billing number of the appropriate academic school or department.

E.9.2 A sub-station of the U.S. Post Office which offers services ordinarily available at regular post offices is maintained in the McMahon Centennial Complex. Outgoing U.S. Mail and campus mail are picked up and delivered twice daily at each academic department.

APPENDIX F

THE APPEAL OF A FINAL GRADE

Only under certain conditions will a formal grade appeal be granted to a student who believes a grade was arrived at improperly or unfairly. The only basis for an appeal is whether the student's final grade was assigned fairly within the grading system adopted by the faculty member. The subjective or qualitative judgment of a faculty member cannot be challenged. For example, a grade received on a paper cannot be appealed. Only factual and objective elements of a student record are within the scope of an appeal.

It must be stressed that an appeals committee will make no effort to establish whether a grading system is academically sound; rather it will attempt to establish whether an instructor's grading practices and procedures were followed consistently and accurately when determining the student's final grade. All other instances of conflicts over grades must be resolved at the departmental levels.

The student who wishes to contest a grade should first make an effort to discuss the matter with the instructor concerned and make every attempt to resolve the problem concerning the disputed grade. If, however, there is no satisfactory resolution, and the student wants to pursue the issue, he should consult the appropriate department chair or the division head if the department chair is directly involved in the grievance, who will invite the instructor to a conference regarding the matter with the student. If the faculty member does not attend the conference, or if it is determined that the grade should remain as recorded, and the student remains dissatisfied, he must initiate a formal request for an appeals hearing prior to the end of the first regular semester following the semester during which the course was taken.

F.1 TO INITIATE A FORMAL APPEAL THE STUDENT SHALL DO THE FOLLOWING:

- F.1.1** Make a written request to obtain a copy of a grade appeals form from the Office of Academic Affairs, and
- F.1.2** Return the completed appeals form to the Office of Academic Affairs, which will send a copy to the instructor, the department chair, and the Chair of the University Academic Appeals Committee.

The Chair of the Academic Appeals Committee will appoint a member of the Academic Appeals Committee to serve as Chair and voting member of the grade appeals committee who hereafter is designated by this title. The Secretary shall be elected from within the grade appeals committee. The committee will serve for one full academic year.

At the beginning of the fall semester of each year, the Chair of the Academic Appeals Committee will appoint the Chair of the grade appeals committee and will, by lot, appoint a committee from the appropriate areas. In addition to the Chair, the committee shall be composed of the following members:

- Two faculty members from Academic Appeals Committee.
- One member from Faculty Senate.
- One member chosen from the faculty-at-large.
- Three members from the Student Government Association.

The Chair of the grade appeals committee will schedule the date, time, and place of the appeals hearing; and the secretary will send a written notification of this information to the student, the faculty member, and the committee members involved. The hearing must be scheduled within 15 class days following the date on which the grade appeals committee Chair received the request by the student for a formal hearing if in the judgment of the Chair

of the grade appeals committee the criteria for a formal appeal have been met. The Chair has the authority to determine if postponements are justified. If he determines that the postponement is not justified, the Chair can proceed with the hearing, even though one or both parties are not present for the hearing. The hearing shall be a closed meeting at the request of either the faculty member or the student involved.

If a student or faculty member of the grade appeals committee is in any way actively involved in the grade appeal, that member shall be declared ineligible to serve and shall be replaced by an alternate representing the same body. Also, any vacancies on the grade appeals committee will be filled in the same way.

Normally, the grade appeals committee will meet when necessary during the fall and spring semesters. However, special meetings during the summer session can be held if deemed necessary by the Chair of the Academic Appeals Committee and/or the Provost.

F.2 PROCEDURES GOVERNING THE APPEAL HEARING AND THE RECOMMENDATIONS

- F.2.1** If the faculty member is no longer associated with Cameron University, then the department chair is authorized to act in his absence. However, the faculty member will be given an opportunity to make written responses before a hearing is scheduled.
- F.2.2** Both the faculty member and the student must be given the opportunity to be present at any time information relating to the appeal is being orally presented to the grade appeals committee.
- F.2.3** Neither the faculty member nor the student may present information which reveals the grades by name of other students unless the written permission of those students has been obtained.
- F.2.4** The student and the instructor will be given an opportunity to personally state their cases, present witnesses and comments, and question the other party or parties and their witnesses, if any.

However, the committee shall have no power to require information which is not voluntarily presented to the committee except the work of the student in the class for which the grade is being appealed.

- F.2.5** A quorum shall consist of five members plus the Chair. Following the presentation of information by all parties involved, the grade appeals committee may, at its option, excuse all parties to the dispute prior to beginning its deliberations.
- F.2.6** The grade appeals committee can recommend either of the following:
 - a.** The grade as given by the faculty member is appropriate and should not be changed.
 - b.** The grade is inappropriate and should be changed to the grade approved by a two-thirds majority vote of committee members present. All committee members present are required to vote. After receiving notice from the Grade Appeals Committee chair, the Registrar will initiate the appropriate procedure for the grade change.

The secretary of the grade appeals committee is responsible for forwarding the written recommendation of the committee to the Provost, the faculty member, the department chair, and the student.



The committee's written recommendation must include grounds for its decision and have the approval of a majority of the members present. All voting members must sign the recommendation, but a minority may attach a statement of reservations or a dissenting opinion.

APPENDIX G

FACULTY GRIEVANCE PROCEDURES FOR CAMERON UNIVERSITY

G.1 POLICY

It is the policy of Cameron University that all full-time and part-time members of the University faculty, including those holding temporary appointments, who have a good faith grievance as defined herein, may follow the grievance procedures for Cameron University. Persons holding a joint appointment as both a University faculty and staff member shall use the grievance procedure germane to the nature of the complaint; e.g., if the grievance is relevant to one's work assignment as a member of the faculty, the faculty grievance procedure shall be utilized.

G.2 DEFINITIONS

G.2.1 Complaint. A complaint is a faculty member's timely informal expression of dissatisfaction with aspects of his/her employment which are outside of his/her control.¹

G.2.2 Grievance. A grievance is a timely formal complaint relating to administrative personnel decisions specifically and directly related to promotion, tenure, work assignments, retirement, safety, or disciplinary actions which has not been resolved to the satisfaction of the faculty member after informal discussion of the complaint through regular administrative channels.

Refer to the Employee Handbook for policies and procedures related to grievances and complaints for harassment, including sexual harassment, and discrimination.

A faculty member who has a grievance may protest decisions relating to his/her case in one of the following two manners: The faculty member may utilize the "Faculty Grievance Procedures for Cameron University" or may pursue an administrative route by appealing to his/her Dean and subsequently to the Provost and the President.

The faculty member shall exercise his/her option of appeal route by notifying, in writing, the Chair of the Faculty Senate, his/her department chair and Dean, and the Provost that a grievance will be pursued and by informing these parties of the procedural route that the faculty member has chosen. The written grievance must state whether the faculty member believes illegal discrimination due to race, color, gender, national origin, religion, age, political beliefs, or qualified disability is involved. Once the faculty member initiates the grievance with the Provost (administrative route) or with the Chair of the Faculty Senate (grievance procedure route), then he may not change to the other route.

Where there is doubt or disagreement about whether a concern involves a grievable topic, the issue shall be conclusively decided by the Provost after consultation with an attorney in the Board of Regents' Office of Legal Counsel.

G.2.3 References to Gender. Any use of grammatical gender references shall be interpreted as applying equally to males and females.

¹Complaints and grievances must be submitted within the time requirements of these procedures.

G.2.4 Faculty Member. For the purpose of creating grievance committee panels only, a faculty member is a full-time employee who holds academic rank at Cameron University and who is not formally assigned to administrative duties as more than 25 percent of his/her job assignment.

G.2.5 Academic Calendar. For the purpose of this document, "Academic Calendar" refers to the time when a University semester or summer session is in session.

G.3 PROCEDURES

G.3.1 Attempts to Resolve Complaints. A complaint should be brought to the attention of the faculty member's immediate unit supervisor, and if it is not resolved at that level, it should be referred to higher administrative levels according to the established procedure of the school. Complaints unresolved administratively that solely involve harassment based on race, ethnicity, or gender, or discrimination because of race, national origin, gender, color, age, religion, disability, or status as a veteran must be filed with the Equal Opportunity Officer. Complaints not related specifically or exclusively to a department may be brought to the attention of the Faculty Senate Chair. Complaints relating to possible grievances that have not been resolved by informal discussion with appropriate administrators may, on the recommendation of the Faculty Senate Chair, be presented to an informal review committee. Complaints related to specific personnel action decisions must be presented to the Chair of the Faculty Senate within 60 calendar days of the date when the faculty member was notified of the action.

G.3.2 Informal Review Committee. The informal review of referred complaints shall normally be of a committee composed of three past Chairs of the Faculty Senate, only one of whom may have primarily administrative duties. The Chair of the Faculty Senate shall choose the committee members by lot from among the former Chairs currently on campus. If an insufficient number are reasonably available, the Faculty Senate Chair may use discretion in making appropriate appointments to the committee. The review committee shall attempt to resolve the referred complaint and shall report to the Chair of the Faculty Senate within 15 working days of its formation (based on the academic calendar). For complaints that involve alleged discrimination, the Equal Opportunity Officer shall be advised and shall normally serve as the fourth member of this review committee. The Chair of the Faculty Senate shall consult with the complainant about the results of the informal review and shall inform the complainant of the opportunity to make a written request for a grievance hearing that must be filed within 15 working days of notification of the results of the internal review (based on the academic calendar).

G.3.3 Grievances. If informal discussion fails to resolve the complaint, or if the Faculty Senate Chair determines that an informal review committee is not appropriate, the complainant may request in writing that the Chair of the Faculty Senate form a grievance committee. This request must be submitted within 15 working days (based on the academic calendar) of either (a) the conclusion of the informal review or (b) the date the Chair declined to select an informal review committee. To insure the rights of the individuals involved, the Chair will provide both the complainant and the person against whom the complaint was made with copies of written policies and procedures relating to the grievance.

G.3.4 Information to be Contained in Written Grievance Request. Any written request for grievance adjudication, regardless of the nature of the grievance, shall not be considered unless it contains the following information: (a) a clear, detailed statement of the grievance and a statement describing the specific supporting evidence; (b) the specific remedial action or relief sought; (c) a brief summary of the results of previous discussion on the issues

involved; (d) a statement of reasons by the complainant for his/her dissatisfaction with previous attempts at resolution of the grievance; (e) a statement that illegal discrimination is, or is not, alleged. To facilitate a review of the grievance, it is strongly suggested that the request be typed, double-spaced, signed, and presented in the sequence stated above.

G.3.5 Formation of a Grievance Committee. Within 10 working days (based on the academic calendar) of the acknowledged receipt of a written request for the formation of a grievance committee, the Chair of the Faculty Senate shall select a grievance committee by random choice from the established panels. Both parties to the grievance shall be notified of the time and place for selection of the grievance committee, and each shall have the right to be present during the selection.

G.3.6 Establishment of Panels for Formal Hearing. Panels from which members of the grievance committee are to be selected shall include all full-time faculty members as follows:

- a. Professors
- b. Associate Professors
- c. Assistant Professors
- d. Ranks below Assistant Professor
- e. Males
- f. Females
- g. Members of Traditionally Under-represented Racial and Ethnic Groups

G.3.7 Composition of a Grievance Committee. The grievance committee shall consist of five members, chosen at random, consisting of one member from each of two panels to which the grievant belongs, and three additional members who must be tenured faculty--one Professor and two Associate Professors--chosen without regard to race or gender. If the grievant belongs to more than two panels, he may select the two panels from which the members are to be chosen. The grievant and the other parties involved in the grievance shall each be allowed to challenge one selection for the committee without showing cause (peremptory challenge) and any other selection for cause. Challenges may be made after a full potential committee has been selected. The Chair of the Faculty Senate shall rule on the validity of challenges for cause. Members of the department involved in the grievance shall not be eligible to serve on the committee.

G.3.8 Grievance Consultant. At any step in the grievance procedures, the Chair of the Faculty Senate or the Equal Opportunity Officer who may become involved if discrimination is alleged, may be requested by either or both parties to the grievance or by the grievance committee to serve as a consultant in an advisory capacity without the power of decision in the grievance matter.

G.4 HEARINGS AND REPORT

G.4.1 Chair. Normally, the Chair of the grievance committee shall be the faculty member with the greatest number of years of service at Cameron University. However, the committee may depart from this procedure for reasons it deems sufficient, provided the Chair is selected

from among the members of the committee. The Chair shall schedule a hearing at the earliest convenient time when all affected parties can be present.

G.4.2 Responsibility for Serving on Committee. All members selected shall be expected to serve on the committee except in cases of illness, necessary absence from the campus, service on a grievance committee in the current or immediately preceding academic year, or other extreme hardship. The Chair of the Faculty Senate shall decide whether a chosen committee member should be excused from service and must replace such a member by the same procedure used for the original selection. Members of the grievance committee shall commit themselves to observe procedures consistent with fairness to all parties concerned; for example, the committee members shall not discuss the case with anyone outside of the hearings and shall not be influenced in making a decision by any consideration other than the evidence presented to them in meetings in which all affected parties are present. In the event of serious illness, necessary absence, or extreme hardship on the part of a member of the grievance committee during the course of the hearing, the Chair of the Faculty Senate may at his/her option or at the request of the grievant select a replacement by the same procedure used to select the original panel. In the event a committee member is replaced in the course of the hearing, his/her successor shall review the record of the proceedings to become familiar with the positions of the parties and their evidence.

G.4.3 Attendance at the Hearings. The grievance committee shall invite the grievant and the person against whom the grievance is filed to all hearings. Attendance at the hearings shall be limited to persons who have an official connection with the case, as determined by the Chair of the grievance committee. The grievant and the person against whom the grievance is filed may each choose to be accompanied by an advisor, a colleague, a friend, or legal counsel. If either party is to be accompanied by legal counsel, the Chair of the committee shall be notified at least five working days prior to the meeting and shall notify the other party as soon as possible. The committee may request legal assistance from the University. Others whose participation in the hearing is considered essential in order to assist the committee in establishing the facts of the case shall appear before the committee where they will remain only long enough to give testimony and to answer questions of committee members. The Chair shall designate a recorder for the proceedings, subject to approval by both principals.

G.4.4 Rules of Procedure for Hearing. The committee and those persons directly involved in the grievance may call witnesses, present statements, and in a structured manner ask questions of each other and of the witnesses, except that only procedural questions may be addressed to committee members after the committee is selected. Although one or both of the principals may be accompanied by a colleague or counsel, the principals shall normally be responsible for presenting their own case. The committee shall have immediate access to all relevant non-confidential documents and other materials but shall consider as evidence only those materials, including testimony, to which all of the principals to the grievance have been afforded access. The grievance committee shall set forth the rules of procedures for the hearing, usually within the guidelines and suggested format set forth below. The Chair may, for good cause and with the concurrence of a majority of the entire committee, authorize deviation from the guidelines or format, in which case the principal parties shall be notified. Guidelines are as follows:

- a.** The grievant shall be heard first in all phases of a grievance hearing and shall be primarily responsible for the presentation of his/her position.

- b.** Counsel or representative may advise the principals but shall not be permitted to testify or cross-examine.
- c.** A reasonable time limit should be established for opening and closing statements and shall be announced prior to or at the outset of the hearing.
- d.** Length of hearing sessions may be established in advance; every effort should be made to conduct the hearing as expeditiously as possible, with equal fairness to both parties.
- e.** The principal parties shall provide the Chair with the names of potential witnesses at least 48 hours prior to the hearing. The Chair shall be responsible for determining the time when the witnesses will appear before the committee. The principal parties shall be responsible for informing their own witnesses of this scheduled appearance.
- f.** After primary witnesses for both parties have been heard, such witnesses may be recalled for additional questioning if requested by either party or by the grievance committee. The committee may call new witnesses whose testimony it deems relevant or helpful.
- g.** All testimony and other evidence pertaining to the grievance shall be held in strict confidence.
- h.** Only evidence relevant to the grievance may be introduced. Questions of relevance shall be decided by the Chair.
- i.** The administration will attempt to secure the cooperation of witnesses and will make available to the committee necessary documents and other evidence within its control. No employee of the University, regardless of position, shall be excluded or excused from appearing before the committee if called, unless good cause can be shown.
- j.** Procedures recommended by the American Association of University Professors are recognized as general guidelines for conducting investigations in connection with renewal or non-renewal of faculty appointments, to the extent that they are in consonance with the procedures stated herein.

G.4.5 Record of Proceedings. A confidential tape recording of the grievance hearings shall be made and will be accessible to the principal parties involved, the committee, the President or his/her designee, and members of the Board of Regents (and authorized representatives of any of the above) on a "need to know" basis. Either party to the grievance may request that the committee endeavor to provide a typed transcript of the testimony. The cost of preparation of such a transcript shall be paid by the party making the request. After the report of the grievance committee has been prepared, the tapes and relevant material will be sealed and preserved by the Office of the President. Such materials shall be destroyed after five years unless one or both parties submits a written request to the President offering acceptable reasons for preserving such documents.

G.4.6 Right to Withdraw Grievance. At any point in the proceedings prior to the time at which the committee reaches its final decision, the grievant may withdraw any portion or all of the grievance with the consent of the committee. In all cases in which the grievance is withdrawn with the consent of the committee, the grievant shall not have the privilege of reopening the same grievance under these grievance procedures at any time in the future.

G.4.7 Procedures for Reviewing Testimony Presented and Reporting Findings. The committee shall prepare its report, specifically citing the evidence upon which its decision was based. The written report will contain (a) a statement of the purpose of the hearing, (b) a description of issues considered, (c) findings of fact, and (d) recommendations. The grievance committee shall make its report to the President or his/her designee with copies to the principals. The Chair of the grievance committee shall inform the Chair of the Faculty Senate that the report and recommendations of the grievance committee have been submitted to the President. If the recommendations are adverse to the grievant, he shall have five working days (based on the academic calendar) from the date the report is submitted to the President within which he may submit in writing for consideration any specific objections he may have regarding the adequacy of the processes used by the committee in arriving at its conclusions. The committee shall make available to the President, upon request, a summary of the testimony and other evidence presented.

G.4.8 Final Decision. The President or his/her designee shall give the final decision in writing to the Chair of the Faculty Senate, the Chair of the grievance committee, the grievant, and the other party involved in the grievance. If the final decision is contrary to the recommendation of the grievance committee, the President shall include a statement specifying the reason for not accepting the recommendations of the committee.

G.4.9 Time Schedule

- a. Filing a Grievance. A person shall have 15 working days (based on the academic calendar) from the date of receiving the recommendations of the informal review committee or of being notified that an informal review committee will not be formed to initiate a written grievance if the complaint has not been resolved to his/her satisfaction.
- b. Formation of a Grievance Committee: A committee shall normally be selected within 10 working days (based on the academic calendar) after a person has filed a timely written request for the formation of the committee.
- c. Hearings and Reporting Findings. Grievances shall receive prompt attention. The hearings and report of the grievance committee shall normally be completed within 30 working days (based on the academic calendar) of the formation of the grievance committee, and the final decision shall be made by the President normally within 10 working days (based on the academic calendar) thereafter.

In any case in which the committee deems these time schedules to be inadequate, the Chair shall notify the principal parties involved in writing of the amended time schedule.

APPENDIX H

FACULTY SENATE CONSTITUTION

Article I. Name

The name of this unincorporated association shall be the Faculty Senate of Cameron University.

Article II. Membership and Officers

- A. The Faculty Senate shall consist of elected members of the Faculty. In order to be eligible for election to the Faculty Senate, a person must be a full-time member of the Faculty, with rank of Professor, Associate Professor, Assistant Professor, or Instructor, or their equivalent as defined by the Faculty Senate with the exception of two members elected from the Supplemental Faculty with adjunct status. Those members of the Faculty whose appointments are more than 50% administrative are excluded from membership in the Faculty Senate.
- B. Each academic department will elect at least one voting representative to the Faculty Senate. Each department with more than 10 full-time ranked faculty will elect a second voting representative. No department will be eligible to have more than two representatives. In addition, the Library will elect a voting representative to the Faculty Senate. Also, Adjunct Faculty members will elect from among their numbers two representatives for each academic year, one who teaches classes during the day and the other at night; these two representatives must work for different departments. The Student Government Association will elect one non-voting representative to the Faculty Senate. Elected members may be recalled at any time by a majority vote of their department. In such case, the department will hold a special election to determine a replacement.
- C. To assure continuity, members of the beginning Faculty Senate shall determine by drawing lots which one-half of the members shall serve for one year, and which one-half for two years. The one-year positions shall become two-year positions at the second annual election.
- D. Deans are not eligible to serve as officers or members of the Faculty Senate but may vote in all Faculty Senate elections.
- E. A Chair, a Chair-Elect, and a Secretary shall each be elected to a one-year term by members of the Faculty in a general election.

Article III. Faculty Senate Functions

- A. The Faculty Senate acts as the official voice of the Faculty as a whole.
- B. The Faculty Senate provides information and advisory recommendations on matters of student academic concern to the President. Such matters may include but not be limited to
 - 1. Admission requirements;
 - 2. Curriculum and courses;
 - 3. Degrees and requirements for degrees;

4. Calendar and schedule; and
 5. Student affairs.
- C.** The Faculty Senate provides advisory recommendations to the President and such other administrators or bodies as may be appropriate on institutional matters of direct faculty concern. Such matters shall include but not be limited to
1. Institutional policies regarding faculty status, including appointments, promotions, granting of tenure, retirement, non-reappointment, and dismissal;
 2. Institutional policies affecting the general welfare, working conditions, and the services performed by and for the faculty;
 3. Institutional policies relating to academic and professional research and other scholarly and creative activities;
 4. University budget; and
 5. Institutional planning.

Article IV. Faculty Senate Duties

The Faculty Senate will hold regular meetings at a set time each month during the academic year. Special meetings may be called by the President, the officers of the Faculty Senate, or a petition signed by at least ten members of the Faculty Senate.

In addition to attentive performance of the functions stated in Article III, the Faculty Senate shall

- A.** Facilitate the flow of information to its various constituencies on matters of student, faculty, and institutional concern;
- B.** Elect, from the membership of the Faculty Senate, the chair and the secretary of each standing committee of the Faculty Senate;
- C.** Create and elect the members of such ad hoc committees as shall seem appropriate to the Faculty Senate.
- D.** Coordinate activities, including the receipt and review of recommendations, of standing committees and ad hoc committees of the Faculty Senate;
- E.** Supervise the election of faculty members to the Faculty Senate, to the various standing committees of the Faculty Senate, and to the University committees; and
- F.** Serve as an advisory body to any individual or group component of Cameron University if deemed appropriate and useful by the Faculty Senate.

Article V. Liaison with the President

The President will present to the September meeting of the Faculty Senate in each academic year a general message on the state of the University in which he will give recommendations for the progress of

the University. At least once a year, the President will provide the Faculty Senate with a report on the state of the University budget.

After each meeting of the Faculty Senate, the Chair will provide in writing to the President of the University a list of all motions approved by the Senate at that meeting. The President will, within 45 calendar days after receipt of a Senate action, inform the Senate of his disposition of a Senate measure. If a Senate measure is disapproved, the President or his representative shall inform the Senate officers of the reasons for the decision. It is noted that at times, confidentiality requirements may limit the extent of complete disclosure.

Article VI. Faculty Senate Standing Committees

A. Academic Standards and Policies Committee

Functions: To formulate or coordinate recommendations and regulations for academic policy and to report to Faculty Senate for consideration recommended interpretations of existing academic policies.

Membership

Chair - Member of Faculty Senate.
Secretary - Member of Faculty Senate.
4 Faculty - Elected members.
Administrative representative appointed by the President (non-voting).

B. Faculty Committee

Functions: To study existing policies and procedures and, if appropriate, develop recommendations to the Faculty Senate for improvements in policies and procedures relating to matters of faculty welfare, including policies relating to management of promotion, salary, rank, tenure, leaves of absence, academic freedom, teaching loads, parking privileges, and any other matter which may affect general faculty morale.

Membership

Chair - Member of Faculty Senate.
Secretary - Member of Faculty Senate.
6 Faculty - Elected members.

C. Fringe Benefits and Retirement Committee

Functions: To review, evaluate, and if appropriate, make recommendations concerning fringe benefits and retirement programs to the Faculty Senate.

Membership

Chair - Member of Faculty Senate.
Secretary - Member of Faculty Senate.
3 Faculty - Elected members.
Vice President for Business and Finance (ex-officio, non-voting).

D. Long-Range Planning Committee

Functions: To make recommendations to the Faculty Senate regarding issues and programs that affect the future planning and development of Cameron University.

Membership

Chair - Member of Faculty Senate
Secretary - Elected from below
3 Faculty - Elected from and by Faculty Senate
1 Member from each school on campus selected by Faculty Senate Chair
Chair-Elect of Faculty Senate
Provost

E. Rules Committee

Functions: To make recommendations to the Faculty Senate regarding the nomination of the chair and secretary of each of the standing committees; to review and recommend the establishment, modification, and termination of the Standing Committees; and to certify the validity of election procedures and results.

Membership

3 Officers of Faculty Senate.
2 Additional members elected from and by Faculty Senate.

Article VII. Amendments

- A.** Proposed amendments to this Constitution may be presented by any member of the Faculty Senate or by any faculty member at any regular or special session of the Faculty Senate. Any such proposed amendment may be amended by majority vote at that same meeting if a quorum is present.
- B.** Any proposed amendment that is either presented to or amended by the Faculty Senate shall not be voted upon at the same meeting at which the amendment is so presented or amended.
- C.** The proposed amendment(s), if approved by a majority of the members of the Faculty Senate, is then submitted to the campus faculty for consideration. The proposed amendment(s) shall be accepted if approved by a 2/3 majority of the campus faculty voting in a special election called for that purpose and then approved by the President.

Article VIII. Ratification Procedure

This constitution will become effective when approved by (1) a 2/3 voting majority of the campus faculty voting in a special election called for that purpose, (2) the President, and (3) the Board of Regents.

SETTLEMENT AGREEMENT

THIS Agreement is made and entered into effective this ___ day of August, 2011, by and between The Oklahoma Department of Mental Health and Substance Abuse Services, an agency of the State of Oklahoma (herein the "Department"), and The Board of Regents of the University of Oklahoma, a constitutional state agency of the State of Oklahoma, acting on behalf of Cameron University (herein referred to as the "University");

WITNESSETH:

WHEREAS, by Warranty Deed dated July 23, 1971, and recorded in the office of the Comanche County Clerk in Book 780, at Page 636 (herein "Deed #1"), the University's predecessor in interest conveyed certain real property and premises located in Comanche County, State of Oklahoma, and more particularly described on the attached Exhibit "A" (herein the "Overall Tract") to the Department's predecessor in interest, for so long as the Overall Tract is used for a Community Mental Health Center, the construction of which must commence within two years of the date of Deed #1, otherwise the Overall Tract to revert to the grantor; and,

WHEREAS, construction of a Community Mental Health Center on the Overall Tract was commenced within two years from the date of Deed #1, thereby satisfying the reversionary clause of Deed #1; and,

WHEREAS, by Warranty Deed dated February 18, 1977, and recorded in the office of the Comanche County Clerk in Book 1010, at Page 190 (herein "Deed #2"), the Department's predecessor in interest conveyed a portion of the Overall Tract to the University's predecessor in interest, said portion being more particularly described on the attached Exhibit "B" and being hereinafter referred to as the "Subject Property," for so long as the Subject Property is used for the Headquarters of the American Choral Directors' Association (herein, the "ACDA"), the construction of which must commence within two years of the date of Deed #2, otherwise the Subject Property to revert to the grantor, its successors and assigns; and,

WHEREAS, construction of the Headquarters for the ACDA was commenced within two years of the date of Deed #2, the Subject Property was thereafter occupied as the Headquarters of the ACDA, but the parties agree that such use and occupancy has now been terminated; and,

WHEREAS, by Quit Claim Deed ("Deed #3") dated April 16, 1977, and recorded in the office of the Comanche County Clerk in Book 1012, at Page 75 ("Deed #3"), the University's predecessor in interest conveyed the Subject Property to the National (sic) Choral Directors' Association, subject, however, to the terms and conditions of Deed #1 and Deed #2; and,

WHEREAS, the parties mutually agree that the intended grantee of Deed #3 was the ACDA; and,

WHEREAS, by Quit Claim Deed dated February 6, 2007, and recorded in the office of the Comanche County Clerk in Book 5258, at Page 106 ("Deed #4"), the University quit claimed all of its right, title and interest in and to the Subject Property to the Department, so long as the Subject Property is used for a Community Mental Health Center, the said use to have commenced

within two years from the date of Deed #4, otherwise title to the Subject Property to revert to the University; and,

WHEREAS, the Department has filed suit to quiet title to the Subject Property in the District Court of Comanche County, Oklahoma, in the case styled "State of Oklahoma ex rel. Department of Mental Health and Substance Abuse Services, Plaintiff, vs. American Choral Directors' Association, et al., Defendant," Case No. CJ-2009-741 (hereinafter the "Litigation"); and,

WHEREAS, the University and the Department desire and intend to settle and resolve their differences with respect to the Litigation and Subject Property, as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, and of the agreements hereinafter set forth, the parties agree as follows:

1. Lease. Upon execution of this Agreement by each party, the parties shall also execute the Surface Lease Agreement whereby the Department leases a portion of the Overall Tract to the University, in the form and substance attached hereto as Exhibit "C".

2. Dismissal. Upon execution of this Agreement by both parties, the Department shall dismiss the University as a party to the Litigation.

3. Covenant to Cooperate. The University agrees to cooperate with the Department, as may be reasonably requested by the Department, as a witness in the Litigation against ACDA, but not in a prosecutorial capacity.

4. Quit Claim Deed from the University. Upon execution of this Agreement by all parties, the University will execute a Quit Claim Deed in favor of the Department with respect to the Subject Property, in substantially the form attached hereto as Exhibit "D", which Quit Claim Deed will be recorded with the offices of the Comanche County Clerk.

5. Costs and Fees. Each party will bear its respective costs and fees incurred in conjunction with the Litigation and the execution and performance of this Agreement.

6. General Provisions.

a. No Admission of Liability. This Agreement is the result of a compromise and settlement of disputed claims among the parties hereto, and neither the statements, agreements nor undertakings set forth herein shall constitute an admission of liability or wrongdoing by any party hereto.

b. Complete Agreement. This Agreement and the Exhibits hereto constitute the entire agreement between the parties with respect to the settlement of the Litigation, and supersede any and all prior negotiations, agreements, arrangements or understandings. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist pertaining to the settlement of the Litigation between the parties. This Agreement is intended to fully and finally dispose of the entire controversy between the parties regarding the Subject Property,

including all claims, counterclaims, or causes of action that are currently asserted, or were capable of assertion between them, in the Litigation.

c. No Coercion or Duress. The decision to execute this Agreement by each party was (i) based solely on such party's respective judgment, belief and knowledge of the facts and allegations which have been made in the Litigation, and (ii) made upon the advice of each party's respective legal counsel.

d. Further Assurances. Each of the parties agrees to execute, or cause his or her respective legal counsel to take such actions and to execute, such other and further documents as may be necessary or appropriate to carry out the intent of this Agreement.

e. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original for all purposes, but all of which shall constitute but one Agreement.

f. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective heirs, personal representatives, successors and assigns.

EXECUTED AND EFFECTIVE as of the date first above written.

THE DEPARTMENT

The Oklahoma Department of Mental Health and Substance Abuse Services

By: _____
Title _____

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

Before me, the undersigned, a Notary Public, within and for said State, on this _____ day of _____, 2011, personally appeared, _____, to me known to be the identical person who subscribed the name of The Oklahoma Department of Mental Health and Substance Abuse Services, the maker thereof to the within and foregoing instrument as its _____ and acknowledged to me that he executed the same as his free, voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes set forth.

Notary Public

My Commission Expires:

THE UNIVERSITY:

The Board of Regents of the University of Oklahoma, a constitutional state agency of the State of Oklahoma, acting on behalf of Cameron University

By: _____
President

STATE OF OKLAHOMA)
) SS:
COUNTY OF COMANCHE)

Before me, the undersigned, a Notary Public, within and for said State, on this _____ day of _____, 2011, personally appeared, _____, to me known to be the identical person who subscribed the name of The Board of Regents of the University of Oklahoma, a constitutional state agency of the State of Oklahoma, acting on behalf of Cameron University the maker thereof to the within and foregoing instrument as its President and acknowledged to me that he executed the same as his free, voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes set forth.

Notary Public

My Commission Expires:

#4699409v1<OKC> -Settlement Agreement 2 2887-004

EXHIBIT "A"
OVERALL TRACT

A portion of the Northwest Quarter (NW/4) of Section Thirty-five (35), Township Two North (22N), Range Twelve East (12E), of the Indian Meridian, in Comanche County, Oklahoma, more particularly described as follows: Beginning at a point sixty feet (60') East of the West

thousand six hundred eleven feet (1,611') South of the North line of Section Thirty-five (35), thence East seven hundred twenty feet (720'), thence South seven hundred seventy-three and four-tenths feet (773.4'), thence North seventy-eight degrees and twenty-four minutes (78°24') West seven hundred thirty-five feet (735'), thence North six hundred twenty-eight and seven-tenths feet (628.7') to the point of beginning, same being eleven and six-tenths (11.6) acres, more or less;

EXHIBIT "B"
SUBJECT PROPERTY

A portion of the Northwest Quarter (NW/4) of Section Thirty-five (35), Township Two (2) North, Range Twelve (12) West of the Indian Meridian, Comanche County, Oklahoma, more particularly described as follows: Beginning at a point sixty (60.00) feet East of the West line of the said Section Thirty-five (35) and one thousand six hundred eleven (1,611.00) feet South of the North line of the said Section Thirty-five (35); thence East a distance of one hundred fifty (150.00) feet; thence South a distance of one hundred fifty (150.00) feet; thence West a distance of one hundred fifty (150.00) feet; thence North a distance of one hundred fifty (150.00) feet to the point of beginning.

EXHIBIT "C"

Surface Lease Agreement

This Lease, made and entered into as of this 1st day of October, 2011, by and between the OKLAHOMA DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES, as Lessor and the Board of Regents of the University of Oklahoma, a constitutional state agency of the State of Oklahoma, acting on behalf of Cameron University, as Lessee:

WITNESSETH:

That said Lessor, in consideration of the covenants and agreements set forth, does hereby lease to said Lessee, its successors and assigns the surface only of the following described property (the "leased premises"):

See attached Exhibit "A"

Lessee, in consideration of the premises, covenants and agrees to pay to the Lessor the amount of One Dollar (\$1.00) per year for each year of the term of this Lease and any renewals thereof, in advance.

Conditions of Lease

1. **Term:** This Lease shall be for a period of ten (10) years beginning October 1, 2011, and ending September 30, 2021. At the expiration of the term of this Lease, or sooner as provided for herein, the Lessee shall give peaceable possession of the leased premises to the Lessor in as good condition as the same now is, original wear and tear and damage by unavoidable casualty alone excepted.
2. **Renewal Options.** Provided no default under this Lease has occurred and is continuing at the time of exercise, Lessee shall have four successive options to renew this Lease on the same terms and conditions for additional terms of ten (10) years each. Lessee shall exercise each option by written notice to Lessor given at least 180 days prior to the expiration of the then-current term; provided, however, that if Lessee fails to exercise any option then all subsequent options to renew shall be void.
3. **Use.** Lessee's use of the leased premises will include, but not be limited to, landscaping and fencing of the leased premises, parking, and other similar uses. Lessee shall not use the leased premises for storage of vehicles, equipment or other personal property.
4. **Enclosures:** Lessee shall be responsible, at no cost to the Lessor, for keeping and maintaining all outside or boundary fences as well as all partition fences within the boundaries of the leased premises in a good state of repair. The Lessor and Lessee shall

mutually agree on all new fences or repairs and replacement materials. Fences will not be removed or added without the written permission of the Department of Mental Health and Substance Abuse Services, and such permission shall not be unreasonable withheld or delayed.

5. **Supervision:** Lessee's use and occupation of the leased premises shall be subject to the general supervision of the Department of Mental Health and Substance Abuse Services only to the extent such supervision shall be required by operation of law; provided, however, the Department of Mental Health and Substance Abuse Services shall not interfere with the peaceable enjoyment and use of the Premises by Lessee.
6. **Maintenance; Improvements.** Lessee shall maintain the leased premises in good condition and repair, and shall be responsible for mowing, litter cleanup and the like. No permanent improvements or buildings shall be constructed on the leased premises without the permission of the Department of Mental Health and Substance Abuse Services, and such permission not to be unreasonably withheld or delayed.
7. **Taxes.** Inasmuch as the leased premises are owned by an agency of the State of Oklahoma, no ad valorem taxes are payable with respect thereto. However, in the event any use, ad valorem or other tax is subsequently imposed upon the leased premises, Lessee shall timely pay such taxes to the taxing authority and provide proof thereof to Lessor.
8. **Liability.** As governmental entities, each party shall be responsible for its own negligent acts and omissions, as governed by the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151, *et seq.*
9. **Termination of Lease:** If the needs of the State require the use of the leased premises prior to the expiration of the term hereof, this Lease may be terminated by written notice to the Lessee at least one hundred eighty (180) days prior to the effective date of termination. In such event, Lessee shall give peaceable possession of the leased premises on or before such termination date without further notice or demand in as good condition as the same now is, original wear and tear and damage by unavoidable casualty alone excepted. Lessee may terminate this Lease at any time upon thirty (30) days prior written notice.
10. **Subleasing:** The Lessee may neither transfer nor assign this Lease, nor sublet any portion of the leased premises without the written permission of the State of Oklahoma, Department of Mental Health and Substance Abuse Services.

LESSOR:

STATE OF OKLAHOMA

Department of Mental Health and Substance Abuse Services

By: _____

Position: _____

State of Oklahoma)

) SS

County of Oklahoma)

Before me, a Notary Public in and for said county and state on this ___ day of _____, 2011, personally appeared _____ to me known to be the identical person who subscribed the name Department of Mental Health and Substance Abuse Services of the State of Oklahoma, to the foregoing instrument, as its Agent, and acknowledges to me that he executed the same free and voluntary act and deed to such Department of Central Services, for the uses and purposes therein set forth.

In witness whereof I have hereunto set my hand and notarial seal on this ___ day of _____, 2011.

Notary Public

My Commission Expires:

LESSEE:

The Board of Regents of the University of Oklahoma,
a constitutional state agency of the State of Oklahoma, acting on
behalf of Cameron University

By: _____
Chairman

State of Oklahoma)
) SS
County of Oklahoma)

Before me, a Notary Public in and for said county and state on this ___ day of _____, 2011,
personally appeared _____ to me known to be the identical person who
subscribed the name The Board of Regents of the University of Oklahoma, a constitutional state
agency of the State of Oklahoma, acting on behalf of Cameron University, to the foregoing
instrument, as its Agent, and acknowledges to me that he executed the same free and voluntary act
and deed to such Department of Central Services, for the uses and purposes therein set forth.

In witness whereof I have hereunto set my hand and notarial seal on this ___ day of _____,
2011.

Notary Public

My Commission Expires:

#4608077v1<OKC> -Surface Lease Agreement 3 2887-004

Landmark Engineering
2505 NE Skyline Place
Lawton, Oklahoma 73507-7151
Telephone: 580-357-2022 Fax 580-357-6405
email: hlseiger@lmkeng.com

Description for Lease
From Taliaferro Center to Cameron

A part of the Northwest quarter of Section 35, T2N, R12W, I.M., Comanche County, Oklahoma, described as follows:

Commencing at the Northwest corner of the Northwest quarter of Section 35, T2N, R12W, I.M., Comanche County, Oklahoma;

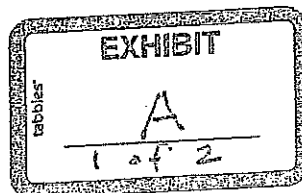
Thence S89°29'08"E (Record=East) a distance of 60.0 feet;
Thence S00°02'31"W (Record=South) a distance of 1611.00 feet, parallel with the west line of the Northwest quarter of said Section 35, to the Point of Beginning;

Thence S89°29'08"E (Record=East) a distance of 150.0 feet to the Point of Beginning;

Thence S89°29'08"E (Record=East) a distance of 570.00 feet;
Thence S00°02'31"W (Record=South) a distance of 773.00 feet;
Thence N78°10'18"W a distance of 143.01 feet;
Thence N00°02'31"E (Record=North) a distance of 594.94 feet;
Thence N89°29'08"W (Record=West) a distance of 430.00 feet;
Thence N00°02'31"E (Record=North) a distance of 150.00 feet, to the Point of Beginning containing 3.92 acres more or less.

This Description was prepared by:

H. Lester Seiger, PE, PLS
Landmark Engineering
August 30, 2010



NW/4, SEC 35,
T2N, R12W, IM

Point of beginning

S89°29'08"E
60.00'

Fnd 1/2"
Rebar

Fnd 1/2"
Rebar

570.00'
S89°29'08"E

Less
and
Except

150.00'
N00°02'31"W

430.00'
N89°29'08"W

Fnd 1/2"
Rebar

Fnd 1/2"
Rebar

Book 5291,
Page
317-319

Fnd 1/2"
Rebar

500°02'31"W

Set 1/2"
Rebar

N00°02'31"E

594.94'

Set 1/2"
Rebar

Set 1/2"
Rebar

N78°10'18"W
143.01'

F Avenue

Exhibit B
.38
Acres

Exhibit
A 1.11
Acres

Set 1/2"
Rebar

Set 1/2"
Rebar

0 200

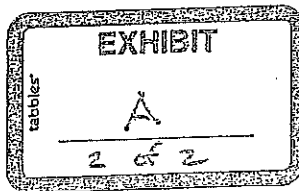


EXHIBIT "D"

QUIT CLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS that the University of Oklahoma Board of Regents ("Grantor"), an agency of the State of Oklahoma, acting on behalf of Cameron University, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, convey and quit claim unto the Department of Mental Health and Substance Abuse Services ("Grantee"), an agency of the State of Oklahoma, its successors and assigns, all right, title, interest and estate of the said Grantor in and to the following described real property, including, without limitation, all right, title and interest therein, if any, acquired by reversion to Grantor pursuant to that certain Warranty Deed dated July 23, 1971, recorded in Book 780, at Page 636, of Comanche County, Oklahoma, that certain Warranty Deed dated February 18, 1977, recorded in Book 1010, at Page 190, of Comanche County, Oklahoma, and/or that certain Quit Claim Deed dated April 16, 1977, recorded in Book 1012, at Page 75, of Comanche County, Oklahoma, to-wit:

A portion of the Northwest Quarter (NW/4) of Section Thirty-five (35), Township Two (2) North, Range Twelve (12) West of the Indian Meridian, Comanche County, Oklahoma, more particularly described as follows: Beginning at a point sixty (60.00) feet East of the West line of the said Section Thirty-five (35) and one thousand six hundred eleven (1,611.00) feet South of the North line of the said Section Thirty-five (35); thence East a distance of one hundred fifty (150.00) feet; thence South a distance of one hundred fifty (150.00) feet; thence West a distance of one hundred fifty (150.00) feet; thence North a distance of one hundred fifty (150.00) feet to the point of beginning,

together with, all and singular, the improvements thereon and the appurtenances thereto belonging, so long as the said real property is used for a community mental health center, the said use to have commenced within two (2) years after the date hereof, otherwise title to the said property shall revert to the said Grantor, its successors and assigns; provided, that no building shall be hereafter constructed on the said premises that does not have an exterior appearance conforming to the general architecture and design of surrounding buildings and structures owned by Cameron University; and, provided further, that no building, street, parking lot, or other structure shall be hereafter constructed or located in a place on the said premises that detracts from the appearance of the Cameron University campus or interferes with or impedes the movement of persons or vehicles in and around the said campus; and, provided further, that no utility lines, utility easements or structures of any kind shall be hereafter constructed on the said premises in a manner creating an unsightly appearance or interfering with the movement of persons or vehicles, operations or functions of Cameron University; and, provided further, that Grantor reserves the right to approve the location of buildings, parking lots and other structures hereafter constructed on the said premises.

To have and to hold the said described premises unto Grantee, its successors and assigns forever, subject to the said reversionary interest hereby reserved in favor Grantor.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed and delivered on ____ day of _____, 2011.

University of Oklahoma Board of Regents, on behalf of Cameron University

By: _____
President

ATTEST:

Secretary

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF _____)

Before me, this undersigned notary public in and for the said County and State, on this ____ day of _____, 2011, personally appeared _____, to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its President, and acknowledged to me that the said execution thereof was a free and voluntary act and deed, and the free and voluntary act and deed of the said maker thereof, the University of Oklahoma Board of Regents, for the purposes and use therein specified.

Notary Public

My Commission Expires:

This instrument is exempt from documentary stamp taxes according to 68 O.S. § 3202(11) as conveyance to which the State of Oklahoma is a party.

#4609424v1<OKC> -Quit Claim Deed 2887-004

Surface Lease Agreement

This Lease, made and entered into as of this 1st day of October, 2011, by and between the OKLAHOMA DEPARTMENT OF MENTAL HEALTH AND SUBSTANCE ABUSE SERVICES, as Lessor and the Board of Regents of the University of Oklahoma, a constitutional state agency of the State of Oklahoma, acting on behalf of Cameron University, as Lessee:

WITNESSETH:

That said Lessor, in consideration of the covenants and agreements set forth, does hereby lease to said Lessee, its successors and assigns the surface only of the following described property (the "leased premises"):

See attached Exhibit "A"

Lessee, in consideration of the premises, covenants and agrees to pay to the Lessor the amount of One Dollar (\$1.00) per year for each year of the term of this Lease and any renewals thereof, in advance.

Conditions of Lease

1. **Term:** This Lease shall be for a period of ten (10) years beginning October 1, 2011, and ending September 30, 2021. At the expiration of the term of this Lease, or sooner as provided for herein, the Lessee shall give peaceable possession of the leased premises to the Lessor in as good condition as the same now is, original wear and tear and damage by unavoidable casualty alone excepted.
2. **Renewal Options.** Provided no default under this Lease has occurred and is continuing at the time of exercise, Lessee shall have four successive options to renew this Lease on the same terms and conditions for additional terms of ten (10) years each. Lessee shall exercise each option by written notice to Lessor given at least 180 days prior to the expiration of the then-current term; provided, however, that if Lessee fails to exercise any option then all subsequent options to renew shall be void.
3. **Use.** Lessee's use of the leased premises will include, but not be limited to, landscaping and fencing of the leased premises, parking, and other similar uses. Lessee shall not use the leased premises for storage of vehicles, equipment or other personal property.
4. **Enclosures:** Lessee shall be responsible, at no cost to the Lessor, for keeping and maintaining all outside or boundary fences as well as all partition fences within the boundaries of the leased premises in a good state of repair. The Lessor and Lessee shall

mutually agree on all new fences or repairs and replacement materials. Fences will not be removed or added without the written permission of the Department of Mental Health and Substance Abuse Services, and such permission shall not be unreasonable withheld or delayed.

5. **Supervision:** Lessee's use and occupation of the leased premises shall be subject to the general supervision of the Department of Mental Health and Substance Abuse Services only to the extent such supervision shall be required by operation of law; provided, however, the Department of Mental Health and Substance Abuse Services shall not interfere with the peaceable enjoyment and use of the Premises by Lessee.
6. **Maintenance; Improvements.** Lessee shall maintain the leased premises in good condition and repair, and shall be responsible for mowing, litter cleanup and the like. No permanent improvements or buildings shall be constructed on the leased premises without the permission of the Department of Mental Health and Substance Abuse Services, and such permission not to be unreasonably withheld or delayed.
7. **Taxes.** Inasmuch as the leased premises are owned by an agency of the State of Oklahoma, no ad valorem taxes are payable with respect thereto. However, in the event any use, ad valorem or other tax is subsequently imposed upon the leased premises, Lessee shall timely pay such taxes to the taxing authority and provide proof thereof to Lessor.
8. **Liability.** As governmental entities, each party shall be responsible for its own negligent acts and omissions, as governed by the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151, *et seq.*
9. **Termination of Lease:** If the needs of the State require the use of the leased premises prior to the expiration of the term hereof, this Lease may be terminated by written notice to the Lessee at least one hundred eighty (180) days prior to the effective date of termination. In such event, Lessee shall give peaceable possession of the leased premises on or before such termination date without further notice or demand in as good condition as the same now is, original wear and tear and damage by unavoidable casualty alone excepted. Lessee may terminate this Lease at any time upon thirty (30) days prior written notice.
10. **Subleasing:** The Lessee may neither transfer nor assign this Lease, nor sublet any portion of the leased premises without the written permission of the State of Oklahoma, Department of Mental Health and Substance Abuse Services.

LESSOR:

STATE OF OKLAHOMA
Department of Mental Health and Substance Abuse Services

By: _____
Position: _____

State of Oklahoma)
) SS
County of Oklahoma)

Before me, a Notary Public in and for said county and state on this ___ day of _____, 2011, personally appeared _____ to me known to be the identical person who subscribed the name Department of Mental Health and Substance Abuse Services of the State of Oklahoma, to the foregoing instrument, as its Agent, and acknowledges to me that he executed the same free and voluntary act and deed to such Department of Central Services, for the uses and purposes therein set forth.

In witness whereof I have hereunto set my hand and notarial seal on this ___ day of _____, 2011.

Notary Public

My Commission Expires:

LESSEE:

The Board of Regents of the University of Oklahoma,
a constitutional state agency of the State of Oklahoma, acting on
behalf of Cameron University

By: _____
President

State of Oklahoma)
) SS
County of Comanche)

Before me, a Notary Public in and for said county and state on this ___ day of _____, 2011,
personally appeared _____ to me known to be the identical person who
subscribed the name The Board of Regents of the University of Oklahoma, a constitutional state
agency of the State of Oklahoma, acting on behalf of Cameron University, to the foregoing
instrument, as its Agent, and acknowledges to me that he executed the same free and voluntary act
and deed to such Department of Central Services, for the uses and purposes therein set forth.

In witness whereof I have hereunto set my hand and notarial seal on this ___ day of _____,
2011.

Notary Public

My Commission Expires:

#4608077v1<OKC> -Surface Lease Agreement 3 2887-004

Landmark Engineering
2505 NE Skyline Place
Lawton, Oklahoma 73507-7151
Telephone: 580-357-2022 Fax 580-357-6405
email: hlseiger@lmkeng.com

Description for Lease
From Tahiaferro Center to Cameron

A part of the Northwest quarter of Section 35, T2N, R12W, I.M., Comanche County, Oklahoma, described as follows:

Commencing at the Northwest corner of the Northwest quarter of Section 35, T2N, R12W, I.M., Comanche County, Oklahoma;

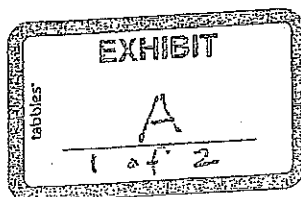
Thence S89°29'08"E (Record=East) a distance of 60.0 feet;
Thence S00°02'31"W (Record=South) a distance of 1611.00 feet, parallel with the west line of the Northwest quarter of said Section 35, to the Point of Beginning;

Thence S89°29'08"E (Record=East) a distance of 150.0 feet to the Point of Beginning;

Thence S89°29'08"E (Record=East) a distance of 570.00 feet;
Thence S00°02'31"W (Record=South) a distance of 773.00 feet;
Thence N78°10'18"W a distance of 143.01 feet;
Thence N00°02'31"E (Record=North) a distance of 594.94 feet;
Thence N89°29'08"W (Record=West) a distance of 430.00 feet;
Thence N00°02'31"E (Record=North) a distance of 150.00 feet, to the Point of Beginning containing 3.92 acres more or less.

This Description was prepared by:

H. Lester Seiger, PE, PLS
Landmark Engineering
August 30, 2010



NW/4, SEC 35,
T2N, R12W, IM

Point of beginning

S89°29'08"E
60.00'

Fnd 1/2"
Rebar

Fnd 1/2"
Rebar

Fnd 1/2"
Rebar

Set 1/2"
Rebar

Less
and
Except
150.00'
N00°02'31"E

570.00'
S89°29'08"E

430.00'
N89°29'08"W

Fnd 1/2"
Rebar

Fnd 1/2"
Rebar

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317-319

Set 1/2"
Rebar

Set 1/2"
Rebar

Set 1/2"
Rebar

Set 1/2"
Rebar

Set 1/2"
Rebar

Set 1/2"
Rebar

Exhibit
A 1.11
Acres

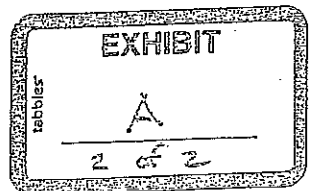
Exhibit B
.38
Acres

N00°02'31"E
594.94'

S80°02'31"W
773.00'

Set 1/2"
Rebar
N78°10'18"
143.01'

F Avenue



0 200



QUIT CLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS that the University of Oklahoma Board of Regents ("Grantor"), an agency of the State of Oklahoma, acting on behalf of Cameron University, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, bargain, sell, convey and quit claim unto the Department of Mental Health and Substance Abuse Services ("Grantee"), an agency of the State of Oklahoma, its successors and assigns, all right, title, interest and estate of the said Grantor in and to the following described real property, including, without limitation, all right, title and interest therein, if any, acquired by reversion to Grantor pursuant to that certain Warranty Deed dated July 23, 1971, recorded in Book 780, at Page 636, of Comanche County, Oklahoma, that certain Warranty Deed dated February 18, 1977, recorded in Book 1010, at Page 190, of Comanche County, Oklahoma, and/or that certain Quit Claim Deed dated April 16, 1977, recorded in Book 1012, at Page 75, of Comanche County, Oklahoma, to-wit:

A portion of the Northwest Quarter (NW/4) of Section Thirty-five (35), Township Two (2) North, Range Twelve (12) West of the Indian Meridian, Comanche County, Oklahoma, more particularly described as follows: Beginning at a point sixty (60.00) feet East of the West line of the said Section Thirty-five (35) and one thousand six hundred eleven (1,611.00) feet South of the North line of the said Section Thirty-five (35); thence East a distance of one hundred fifty (150.00) feet; thence South a distance of one hundred fifty (150.00) feet; thence West a distance of one hundred fifty (150.00) feet; thence North a distance of one hundred fifty (150.00) feet to the point of beginning,

together with, all and singular, the improvements thereon and the appurtenances thereto belonging, so long as the said real property is used for a community mental health center, the said use to have commenced within two (2) years after the date hereof, otherwise title to the said property shall revert to the said Grantor, its successors and assigns; provided, that no building shall be hereafter constructed on the said premises that does not have an exterior appearance conforming to the general architecture and design of surrounding buildings and structures owned by Cameron University; and, provided further, that no building, street, parking lot, or other structure shall be hereafter constructed or located in a place on the said premises that detracts from the appearance of the Cameron University campus or interferes with or impedes the movement of persons or vehicles in and around the said campus; and, provided further, that no utility lines, utility easements or structures of any kind shall be hereafter constructed on the said premises in a manner creating an unsightly appearance or interfering with the movement of persons or vehicles, operations or functions of Cameron University; and, provided further, that Grantor reserves the right to approve the location of buildings, parking lots and other structures hereafter constructed on the said premises.

To have and to hold the said described premises unto Grantee, its successors and assigns forever, subject to the said reversionary interest hereby reserved in favor Grantor.

IN WITNESS WHEREOF, Grantor has caused this instrument to be duly executed and delivered on ____ day of _____, 2011.

University of Oklahoma Board of Regents, on behalf of Cameron University

By: _____
President

ATTEST:

Secretary

ACKNOWLEDGMENT

STATE OF OKLAHOMA)
) SS:
COUNTY OF _____)

Before me, this undersigned notary public in and for the said County and State, on this ____ day of _____, 2011, personally appeared _____, to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its President, and acknowledged to me that the said execution thereof was a free and voluntary act and deed, and the free and voluntary act and deed of the said maker thereof, the University of Oklahoma Board of Regents, for the purposes and use therein specified.

Notary Public

My Commission Expires:

This instrument is exempt from documentary stamp taxes according to 68 O.S. § 3202(11) as conveyance to which the State of Oklahoma is a party.

#4609424v1<OKC> -Quit Claim Deed 2887-004

**Cameron University
FY 2012 Salary Plan
Administrative Positions Greater than \$60,000 (1) and All Faculty**

| <u>Department</u> | <u>Position</u> | <u>Employee</u> | <u>Current Salary</u> | <u>Recommended FY 2012 Annual Salary</u> |
|------------------------------|-----------------------------|---------------------------|-----------------------|--|
| Theatre Arts | Assistant Professor | Eric Abbott | \$42,000 | \$43,680 |
| Communications | Assistant Professor | Stephen Adams | 43,956 | 45,714 |
| Computing & Technology | Associate Professor | Don Aguilar | 65,502 | 68,122 |
| School of Business | Professor | Syed Ahmed | 82,929 | 86,246 |
| Athletic Director | Head Men's Basketball Coach | Wade Alexander | 58,045 | 60,367 |
| Psychology | Associate Professor | Ralph Alexander | 52,502 | 54,602 |
| Communications | Chair | Tony Allison | 73,053 | 75,975 |
| Mathematical Sciences | Professor | Ioannis Argyros | 64,134 | 66,699 |
| English & Foreign Languages | Assistant Professor | Marie-Ginette Baillargeon | 42,000 | 43,680 |
| Art | Assistant Professor | Andrew Baker | 54,000 | 56,160 |
| Criminal Justice & Sociology | Professor | Robert Bausch | 62,000 | 64,480 |
| Education | Instructor | Tanisha Billingslea | 38,542 | 40,084 |
| Library | Assistant Professor | Catherine Blackman | 45,679 | 47,506 |
| School of Business | Instructor | Denise Bowen | 84,000 | 85,680 |
| Mathematical Sciences | Instructor | Calandra Brazile | 33,000 | 34,320 |
| Physical Sciences | Professor | Clinton Bryan | 62,436 | 64,933 |
| Physical Sciences | Professor | Gary Buckley | 81,626 | 84,891 |
| Distance Learning | Associate Vice President | Sylvia Burgess | 94,700 | 98,488 |
| Duncan Campus | Director | Susan Camp | 64,000 | 66,560 |
| English & Foreign Languages | Assistant Professor | William Carney | 42,000 | 43,680 |
| Computing & Technology | Chair | Johnny Carroll | 77,250 | 80,340 |
| Business Office | Controller | Ninette Carter | 79,341 | 82,515 |
| History & Government | Associate Professor | William Catterall | 48,209 | 50,137 |
| Psychology | Assistant Professor | Jenel Cavazos | 46,000 | 46,920 |

(1) Must Have Performance Rating Satisfactory or Above to Receive a Salary Increase.

**Cameron University
FY 2012 Salary Plan
Administrative Positions Greater than \$60,000 (1) and All Faculty**

| <u>Department</u> | <u>Position</u> | <u>Employee</u> | <u>Current Salary</u> | <u>Recommended FY 2012 Annual Salary</u> |
|--------------------------------|-----------------------|--------------------|-----------------------|--|
| History & Government | Instructor | Travis Childs | \$36,000 | \$37,440 |
| Mathematical Sciences | Instructor | Sharon Christensen | 38,003 | 39,523 |
| History & Government | Assistant Professor | Justin Clardie | 42,000 | 43,680 |
| Education | Assistant Professor | Marco Columbus | 46,260 | 48,110 |
| Mathematical Sciences | Instructor | Irene Corriette | 33,000 | 34,320 |
| Music | Assistant Professor | Roy Couch | 42,000 | 43,680 |
| Communications | Assistant Professor | Paul Crandon | 51,000 | 53,040 |
| History & Government | Professor | Suzanne Crawford | 58,406 | 60,742 |
| Physical Sciences | Associate Professor | Paritosh Das | 52,081 | 54,164 |
| Retired Employees | Retired Employee | Don Davis | 104,753 | 108,943 |
| Education | Chair | Jennifer Dennis | 52,558 | 54,660 |
| Computing & Technology | Assistant Professor | Pedro Diaz-Gomez | 60,000 | 62,400 |
| Agriculture | Professor | Jerry Dodd | 74,144 | 77,110 |
| Computing & Technology | Assistant Professor | Jawad Drissi | 58,000 | 60,320 |
| Music | Associate Professor | Alfred Duckett | 60,000 | 62,400 |
| Criminal Justice & Sociology | Assistant Professor | Martha Dudash | 45,895 | 47,731 |
| Information Tech Services - 11 | Systems Administrator | Greg Duncan | 59,740 | 62,130 |
| Biological Sciences | Associate Professor | Michael Dunn | 52,195 | 54,283 |
| Admissions | Director | Zoe DuRant | 61,464 | 63,923 |
| Psychology | Chair | Mary Dzindolet | 64,630 | 67,215 |
| Mathematical Sciences | Assistant Professor | Rebecca Easley | 53,000 | 54,060 |
| Mathematical Sciences | Assistant Professor | Wayne Eby | 46,000 | 47,840 |
| Computing & Technology | Assistant Professor | Michael Estep | 60,000 | 62,400 |
| Theatre Arts | Professor | David Fennema | 66,141 | 68,787 |

(1) Must Have Performance Rating Satisfactory or Above to Receive a Salary Increase.

**Cameron University
FY 2012 Salary Plan
Administrative Positions Greater than \$60,000 (1) and All Faculty**

| <u>Department</u> | <u>Position</u> | <u>Employee</u> | <u>Current Salary</u> | <u>Recommended FY 2012 Annual Salary</u> |
|----------------------------------|--------------------------|------------------|-----------------------|--|
| Agriculture | Chair | Leon Fischer | \$57,704 | \$60,012 |
| Biological Sciences | Associate Professor | Dennis Frisby | 52,674 | 54,781 |
| Biological Sciences | Instructor | Loree Gaines | 37,796 | 39,308 |
| Biological Sciences | Assistant Professor | Ron Gaines | 39,015 | 40,576 |
| Psychology | Associate Professor | John Geiger | 53,190 | 55,318 |
| Education | Associate Professor | Courtney Glazer | 54,558 | 56,740 |
| Asso Vice Pres - Enrollment Mgmt | Associate Vice President | Jamie Glover | 100,000 | 104,000 |
| English & Foreign Languages | Assistant Professor | Bayard Godsave | 42,000 | 43,680 |
| English & Foreign Languages | Instructor | Felicia Godwin | 34,911 | 36,307 |
| School of Business | Associate Professor | Roxanne Gooch | 95,000 | 98,800 |
| Information Tech Services - 11 | Director | Debbie Goode | 89,491 | 93,071 |
| English & Foreign Languages | Instructor | Elizabeth Grooms | 30,000 | 30,600 |
| Communications | Instructor | Jackie Gunn | 32,000 | 32,640 |
| Biological Sciences | Chair | Carla Guthridge | 58,218 | 60,547 |
| Education | Associate Professor | Ramona Hall | 49,177 | 51,144 |
| English & Foreign Languages | Assistant Professor | Susan Hall | 42,000 | 43,680 |
| Administration & Supervision | Interim Director | Robert Hanefield | 67,493 | 70,193 |
| Reach Higher | Assistant Professor | Karen Hardin | 49,005 | 50,965 |
| Education | Assistant Professor | James Hawkins | 46,260 | 48,110 |
| Communications | Associate Professor | James Heflin | 55,006 | 57,206 |
| School of Business | Assistant Professor | Aubree Helvey | 74,000 | 76,960 |
| Mathematical Sciences | Assistant Professor | Greg Herring | 49,000 | 50,960 |
| Computing & Technology | Instructor | Teresa Hickerson | 34,000 | 34,680 |
| School of Business | Assistant Professor | Dwight Hite | 85,000 | 88,400 |

(1) Must Have Performance Rating Satisfactory or Above to Receive a Salary Increase.

**Cameron University
FY 2012 Salary Plan
Administrative Positions Greater than \$60,000 (1) and All Faculty**

| <u>Department</u> | <u>Position</u> | <u>Employee</u> | <u>Current Salary</u> | <u>Recommended FY 2012 Annual Salary</u> |
|-----------------------------------|-------------------------|---------------------|-----------------------|--|
| English & Foreign Languages | Associate Professor | John Hodgson | \$46,680 | \$48,547 |
| Music | Professor | Gregory Hoepfner | 55,318 | 57,531 |
| Vice President - Student Services | Vice President | Jennifer Holland | 90,000 | 100,000 |
| Education | Instructor | Pamela Holland | 34,000 | 35,360 |
| Education | Assistant Professor | Jennifer Holloway | 46,000 | 47,840 |
| English & Foreign Languages | Instructor | Brenda Honeycutt | 39,757 | 41,347 |
| Biological Sciences | Assistant Professor | Tahzeeba Hossain | 46,000 | 46,920 |
| Biological Sciences | Associate Professor | Michael Husak | 54,036 | 56,197 |
| Athletic Director | Director | Jim Jackson | 76,229 | 79,279 |
| History & Government | Chair | Lance Janda | 70,000 | 72,800 |
| History & Government | Associate Professor | Sarah Janda | 49,861 | 51,855 |
| Mathematical Sciences | Professor | Dragan Jankovic | 57,429 | 59,726 |
| Computing & Technology | Assistant Professor | Muhammad Javed | 55,000 | 57,200 |
| Criminal Justice & Sociology | Instructor | Sheri Jenkins Cruz | 40,000 | 41,600 |
| Communications | Professor | Matt Jenkins | 73,069 | 75,992 |
| Psychology | Associate Professor | Ricardo Jerez | 50,680 | 52,707 |
| Computing & Technology | Professor | Abbas Johari | 66,546 | 69,208 |
| Vice President - Univ Advancement | Vice President | Albert Johnson | 95,000 | 100,000 |
| English & Foreign Languages | Assistant Professor | Hardy Jones | 42,000 | 43,680 |
| Communications | Associate Professor | Chris Keller | 51,621 | 53,686 |
| English & Foreign Languages | Chair | Margery Kingsley | 68,259 | 70,989 |
| Theatre Arts | Chair-Theatre Arts Dept | Scott Richard Klein | 62,493 | 64,993 |
| Physical Sciences | Professor | Kurtis Koll | 64,591 | 67,175 |
| Criminal Justice & Sociology | Assistant Professor | Gary Kowaluk | 44,000 | 44,880 |

(1) Must Have Performance Rating Satisfactory or Above to Receive a Salary Increase.

**Cameron University
FY 2012 Salary Plan
Administrative Positions Greater than \$60,000 (1) and All Faculty**

| <u>Department</u> | <u>Position</u> | <u>Employee</u> | <u>Current Salary</u> | <u>Recommended FY 2012 Annual Salary</u> |
|--------------------------------|-----------------------|--------------------------|-----------------------|--|
| Education | Assistant Professor | Frank Kuchta | \$50,000 | \$52,000 |
| Criminal Justice & Sociology | Associate Professor | Maxwell Kwenda | 47,022 | 48,903 |
| Music | Professor | Thomas Labe | 59,000 | 61,360 |
| Music | Chair | James Lambert | 63,959 | 66,517 |
| Psychology | Associate Professor | Antonio Laverghetta | 48,558 | 50,500 |
| Criminal Justice & Sociology | Associate Professor | Su Lee | 46,215 | 48,564 |
| Public Affairs | Senior Director | Josh Lehman | 60,000 | 62,400 |
| Mathematical Sciences | Assistant Professor | Hong Li | 46,000 | 47,840 |
| Art | Associate Professor | Monika Linehan | 51,174 | 53,221 |
| Art | Professor | Katherine Liontas-Warren | 60,000 | 62,400 |
| English & Foreign Languages | Assistant Professor | Yingqin Liu | 42,000 | 43,680 |
| Music | Associate Professor | Earl Logan | 59,095 | 61,459 |
| Music | Assistant Professor | Janice Logan | 45,459 | 47,277 |
| English & Foreign Languages | Professor | Teresa Lubrano | 62,960 | 65,478 |
| School of Business | Associate Professor | Ken Masters | 86,400 | 89,856 |
| Education | Instructor | Kelly McClure | 42,618 | 44,323 |
| English & Foreign Languages | Instructor | George McCormick | 30,000 | 30,600 |
| Biological Sciences | Instructor | Brandon McDonald | 33,000 | 34,320 |
| English & Foreign Languages | Instructor | Theresa McGrath | 31,000 | 32,240 |
| Physical Sciences | Chair | Danny McGuire | 58,893 | 61,249 |
| Information Tech Services - 11 | Network Administrator | Keith McIsaac | 59,740 | 62,130 |
| Retired Employees | Retired Employee | Terral McKellips | 5,507 | 5,728 |
| Art | Chair | Edna McMillan | 50,679 | 52,706 |
| History & Government | Assistant Professor | Jeffrey Metzger | 42,000 | 43,680 |

(1) Must Have Performance Rating Satisfactory or Above to Receive a Salary Increase.

**Cameron University
FY 2012 Salary Plan
Administrative Positions Greater than \$60,000 (1) and All Faculty**

| <u>Department</u> | <u>Position</u> | <u>Employee</u> | <u>Current Salary</u> | <u>Recommended FY 2012 Annual Salary</u> |
|-------------------------------------|---|-------------------|-----------------------|--|
| Mathematical Sciences | Instructor | Barbara Meyers | \$39,000 | \$40,560 |
| Computing & Technology | Associate Professor | Feridoon Moinian | 63,292 | 65,824 |
| History & Government | Assistant Professor | Edris Montalvo | 42,000 | 42,840 |
| Physical Sciences | Assistant Professor | Ramiro Moro | 48,350 | 50,284 |
| English & Foreign Languages | Professor | John Morris | 62,875 | 65,390 |
| Physical Sciences | Professor | Elizabeth Nailey | 75,259 | 78,269 |
| Library | Professor | Judy Neale | 72,041 | 74,923 |
| Education | Instructor | Cova Newman | 37,271 | 38,762 |
| Criminal Justice & Sociology | Chair | Jonathan Odo | 74,000 | 76,960 |
| School of Business | Dean | Oris Odom | 135,000 | 140,400 |
| Institutional Research & Assessment | Director | Karla Oty | 80,000 | 88,000 |
| Reach Higher | Assistant Professor | Mary Penick | 53,895 | 56,051 |
| Registrar | Registrar | Linda Phillips | 68,350 | 71,084 |
| Library | Associate Professor | Barbara Pickthorn | 55,441 | 57,659 |
| Vice President - Business & Finance | Vice President | Glen Pinkston | 152,040 | 158,880 |
| Physical Sciences | Instructor | Mark Polson | 42,140 | 43,826 |
| Communications | Associate Professor | Ronald Price | 52,055 | 54,137 |
| Regents' Office | Vice President for Univ. Governance (2) | Chris Purcell | 211,304 | 219,756 |
| Education | Assistant Professor | Sherry Reynolds | 46,192 | 48,040 |
| KCCU | Director of Broadcasting | Ted Riley | 72,500 | 75,400 |
| Education | Associate Professor | Lynda Robinson | 54,000 | 56,160 |
| School of Business | Assistant Professor | Pamela Rogers | 85,000 | 88,400 |
| President's Office | President (2) | Cynthia Ross | 259,200 | 269,568 |
| English & Foreign Languages | Instructor | Aaron Rudolph | 35,000 | 36,400 |
| Psychology | Assistant Professor | Joanni Sailor | 46,000 | 47,840 |

(1) Must Have Performance Rating Satisfactory or Above to Receive a Salary Increase.

(2) Salary Increase Recommended by Board of Regents' Chairman.

**Cameron University
FY 2012 Salary Plan
Administrative Positions Greater than \$60,000 (1) and All Faculty**

| <u>Department</u> | <u>Position</u> | <u>Employee</u> | <u>Current</u> | <u>Recommended</u> |
|-----------------------------------|---------------------|--------------------|----------------|------------------------------|
| | | | <u>Salary</u> | <u>FY 2012 Annual Salary</u> |
| English & Foreign Languages | Instructor | Misael Santiago | \$35,099 | \$36,503 |
| Communications | Instructor | Daniel Schabot | 42,000 | 43,680 |
| Health & Physical Education | Instructor | David Schmahl | 40,000 | 40,800 |
| Health & Physical Education | Instructor | Terry Shannon | 40,000 | 40,800 |
| Library | Instructor | Jason Smith | 41,000 | 42,640 |
| Computing & Technology | Instructor | Kenneth Smith | 47,446 | 49,344 |
| Library | Instructor | Kim Smith | 41,000 | 42,640 |
| Library | Instructor | Mandi Smith | 43,000 | 44,720 |
| Education | Associate Professor | Michelle Smith | 49,680 | 51,667 |
| School of Business | Assistant Professor | Ali Soylyu | 78,000 | 81,120 |
| History & Government | Professor | Mark Stegmaier | 59,535 | 61,916 |
| Retired Employees | Retired Employee | John Sterling | 4,022 | 4,183 |
| School of Business | Associate Professor | Theunis Steyn | 85,000 | 88,400 |
| School of Business | Professor | Abdulhamid Sukar | 81,265 | 84,516 |
| Mathematical Sciences | Professor | Mohammad Tabatabai | 72,066 | 74,949 |
| Physical Sciences | Assistant Professor | Hui Tan | 46,000 | 47,840 |
| English & Foreign Languages | Professor | Vivian Thomlinson | 61,560 | 64,022 |
| CETES | Director | Arun Tilak | 65,000 | 67,600 |
| School of Business | Instructor | Gregory Treadwell | 56,568 | 58,831 |
| Music | Assistant Professor | Kirsten Underwood | 46,459 | 48,317 |
| Dean - School of Liberal Arts | Dean | Von Underwood | 100,000 | 104,000 |
| Dean - Sch of Ed & Behavioral Sci | Dean | Ronna Vanderslice | 125,000 | 130,000 |
| English & Foreign Languages | Instructor | Paul Vantine | 32,827 | 34,140 |
| Physical Sciences | Professor | Keith Vitense | 61,462 | 63,920 |

(1) Must Have Performance Rating Satisfactory or Above to Receive a Salary Increase.

**Cameron University
FY 2012 Salary Plan
Administrative Positions Greater than \$60,000 (1) and All Faculty**

| <u>Department</u> | <u>Position</u> | <u>Employee</u> | <u>Current Salary</u> | <u>Recommended FY 2012 Annual Salary</u> |
|-----------------------------|-----------------------|--------------------|-----------------------|--|
| History & Government | Professor | Richard Voeltz | \$58,790 | \$61,142 |
| Communications | Associate Professor | Justin Walton | 49,395 | 51,371 |
| Library | Associate Professor | Wensheng Wang | 46,558 | 48,420 |
| Art | Professor | Benson Warren | 65,262 | 67,872 |
| School of Business | Assistant to the Dean | Mark Washburn | 80,000 | 81,600 |
| Education | Instructor | Gabriele Wethern | 34,000 | 35,360 |
| Music | Professor | Hyunsoon Whang | 77,100 | 80,184 |
| Agriculture | Assistant Professor | Frankie White | 55,802 | 58,034 |
| Education | Instructor | Stephanie White | 40,960 | 42,598 |
| Retired Employees | Retired Employee | Edward Williams | 8,962 | 9,321 |
| Academic Research | Director | Anton Wohlers | 52,558 | 54,660 |
| Computing & Technology | Associate Professor | Linda Wright-Smith | 64,499 | 67,079 |
| Retired Employees | Retired Employee | Valree Wynn | 2,340 | 2,434 |
| Biological Sciences | Instructor | Corry Yeuroukis | 32,000 | 32,640 |
| Mathematical Sciences | Instructor | Larry Young | 32,000 | 33,280 |
| Library | Director | Sherry Young | 82,494 | 87,794 |
| Mathematical Sciences | Instructor | Sheila Youngblood | 32,000 | 32,640 |
| English & Foreign Languages | Instructor | Kim Younger | 34,782 | 36,173 |
| Computing & Technology | Associate Professor | Chao Zhao | 67,855 | 70,569 |

Note: This salary plan does not apply to adjunct instructional rates, faculty overload rates, and department chair stipends. The plan does apply to other stipends. The percentage increase for eligible stipends will be equivalent to the percentage increase recommended in salary.

(1) Must Have Performance Rating Satisfactory or Above to Receive a Salary Increase.



Okahoma Higher Education Employee Insurance Group (OKHEEIG)
 2012 Monthly Premiums
 For Active Employees



Oklahoma Higher Education
Employee Insurance Group

| HEALTH INSURANCE RATES | Employee | Spouse | Child | Children | Spouse + Child/ren |
|-------------------------------|------------------------------|-----------------------------|--------------------------------|--|-------------------------------|
| BLUE CROSS PPO HIGH OPTION | 472.80** | 496.40 | 189.10 | 378.20 | 874.70 |
| BLUE CROSS PPO BASIC OPTION | 356.20** | 374.00 | 142.40 | 284.90 | 658.90 |
| BCBSOK DENTAL RATES | | | | | |
| Employee | Employee + Spouse | Employee + Child | Employee + Children | Employee + Spouse + Child/ren | |
| Blue Care Traditional | 37.90 | 77.70 | 53.00 | 68.30 | 108.00 |
| VISION SERVICE PLAN | | | | | |
| Employee | Employee + Spouse | Employee + Child | Employee + Children | Employee + Spouse + Child/ren | |
| VSP Choice | 6.36 | 12.72 | 12.46 | 13.60 | 21.72 |

** Paid by Cameron University

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

For the Period Ended June 30, 2011 with Comparative Totals for the Period Ended June 30, 2010

| | (1) | (2) | (3) | (4) | (5) | (6) |
|---|------------------------------|--|----------------------------|-----------------------------|---------------------------------|---|
| | Original Annual Budget | Current Revised Annual Budget | Current Y-T-D Actual | Previous Y-T-D Actual | Percent of Current Budget | Percent of Previous Yr. Current Budget |
| Revenues: | | | | | | |
| State Appropriations | 21,133,212 | 21,133,212 | 21,583,883 | 21,383,377 | 102.1% | 96.6% |
| ARRA Funds | 1,526,641 | 1,526,641 | 1,526,641 | 1,756,359 | 100.0% | 100.0% |
| Tuition & Fees | 16,802,155 | 16,802,155 | 17,346,125 | 17,089,893 | 103.2% | 119.3% |
| Grants, Contracts, & Reimbursements | 773,046 | 773,046 | 758,804 | 581,058 | 98.2% | 77.8% |
| Endowment Income | 535,400 | 535,400 | 469,576 | 0 | 87.7% | 0.0% |
| Other Sources | 242,750 | 242,750 | 343,826 | 193,704 | 141.6% | 111.5% |
| Total Revenues | 41,013,204 | 41,013,204 | 42,028,855 | 41,004,391 | 102.5% | 103.3% |
| Budgeted Reserve | 1,097,016 | 1,097,016 | | | | |
| Budgeted Resources | 42,110,220 | 42,110,220 | | | | |
| Expenditures by Function: | | | | | | |
| Instruction | 23,737,134 | 23,737,134 | 21,752,827 | 19,813,251 | 91.6% | 87.2% |
| Research | 105,522 | 105,522 | 90,191 | 95,882 | 85.5% | 92.0% |
| Public Service | 380,489 | 380,489 | 380,753 | 351,456 | 100.1% | 93.9% |
| Academic Support | 2,532,927 | 2,532,927 | 2,456,350 | 1,847,421 | 97.0% | 86.6% |
| Student Services | 4,238,369 | 4,238,369 | 4,237,428 | 4,204,222 | 100.0% | 100.0% |
| Institutional Support | 4,553,175 | 4,553,175 | 4,885,503 | 5,191,312 | 107.3% | 119.6% |
| Operation & Maint of Plant | 6,302,604 | 6,302,604 | 7,918,173 | 7,033,277 | 125.6% | 106.7% |
| Scholarships & Fellowships | 260,000 | 260,000 | 259,532 | 20,000 | 99.8% | 10.0% |
| Total Expenditures | 42,110,220 | 42,110,220 | 41,980,757 | 38,556,821 | 99.7% | 94.8% |
| Current Revenues Over/(Under) | 0 | 0 | 48,098 | 2,447,570 | | |
| Expenditures by Organizational Area: | | | | | | |
| Academic Affairs: | | | | | | |
| School of Business | 2,289,952 | 2,292,952 | 2,320,992 | 2,229,324 | 101.2% | 93.2% |
| School of Education & Behavioral Sciences | 3,656,022 | 3,656,022 | 3,403,514 | 3,581,533 | 93.1% | 101.8% |
| School of Liberal Arts | 6,495,681 | 6,495,681 | 6,981,180 | 6,242,555 | 107.5% | 99.7% |
| School of Science & Technology | 5,641,188 | 5,641,188 | 5,526,709 | 5,032,393 | 98.0% | 103.1% |
| Other Instructional Expense | 5,654,291 | 5,651,291 | 3,520,432 | 2,727,446 | 62.3% | 50.8% |
| Research | 105,522 | 105,522 | 90,191 | 95,822 | 85.5% | 92.0% |
| Broadcast & Media Svcs | 380,489 | 380,489 | 380,753 | 351,456 | 100.1% | 93.9% |
| Libraries | 1,540,453 | 1,540,453 | 1,470,688 | 1,493,806 | 95.5% | 86.1% |
| Academic Support | 916,687 | 916,687 | 915,643 | 286,208 | 99.9% | 42.3% |
| Ancillary Support | 75,787 | 75,787 | 70,019 | 67,407 | 92.4% | 89.6% |
| Athletics | 941,342 | 941,342 | 1,015,445 | 934,359 | 107.9% | 102.7% |
| Admissions/Records | 957,361 | 957,361 | 993,478 | 1,290,137 | 103.8% | 91.2% |
| Student Services | 2,339,666 | 2,339,666 | 2,228,505 | 1,979,726 | 95.2% | 108.7% |
| Fiscal Operations | 878,789 | 878,789 | 961,212 | 1,046,662 | 109.4% | 108.1% |
| Executive Management | 1,662,255 | 1,662,255 | 1,871,458 | 2,537,869 | 112.6% | 166.1% |
| Development | 864,946 | 864,946 | 881,529 | 444,082 | 101.9% | 48.8% |
| Scholarships & Fellowships | 260,000 | 260,000 | 259,532 | 200,000 | 99.8% | 100.0% |
| General University | 7,449,789 | 7,449,789 | 9,089,477 | 8,016,036 | 122.0% | 106.5% |
| Total Expenditures/Area | 42,110,220 | 42,110,220 | 41,980,757 | 38,556,821 | 99.7% | 94.8% |

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

For the Period Ended June 30, 2011 with Comparative Totals for the Period Ended June 30, 2010

| | (1) | (2) | (3) | (4) | (5) | (6) |
|---|------------------------------|--|----------------------------|-----------------------------|---------------------------------|---|
| | Original Annual Budget | Current Revised Annual Budget | Current Y-T-D Actual | Previous Y-T-D Actual | Percent of Current Budget | Percent of Previous Yr. Current Budget |
| Revenues: | | | | | | |
| Federal Grants & Contracts | 12,054,544 | 14,555,685 | 13,179,077 | 11,934,725 | 90.5% | 89.7% |
| State & Local Grants & Contracts | 2,879,366 | 2,154,964 | 867,527 | 938,681 | 40.3% | 52.3% |
| Private Grants & Contracts | 1,075,558 | 1,984,923 | 2,378,434 | 2,222,336 | 119.8% | 99.4% |
| Total Revenues | 16,009,468 | 18,695,572 | 16,425,038 | 15,095,743 | 87.9% | 87.1% |
| Expenditures by Function: | | | | | | |
| Instruction | 297,571 | 377,243 | 217,403 | 266,098 | 57.6% | 61.2% |
| Research | 143,366 | 183,366 | 80,897 | 96,801 | 44.1% | 34.5% |
| Public Service | 526,848 | 535,320 | 403,471 | 557,257 | 75.4% | 78.2% |
| Academic Support | 16,284 | 16,284 | 13,449 | 18,342 | 82.6% | 100.7% |
| Student Support | 968,165 | 968,232 | 786,410 | 798,367 | 81.2% | 79.8% |
| Institutional Support | 2,432,231 | 2,304,020 | 134,718 | 16,574 | 5.8% | 1.0% |
| Scholarships | 11,625,003 | 14,311,107 | 14,286,312 | 13,183,354 | 99.8% | 99.9% |
| Total Expenditures by Function | 16,009,468 | 18,695,572 | 15,922,660 | 14,936,794 | 85.2% | 86.1% |
| Current Revenues Over/(Under) Expenditures | 0 | 0 | 502,378 | 158,949 | | |
| Expenditures by Organizational Area: | | | | | | |
| Student Support | 476,524 | 476,591 | 393,385 | 414,415 | 82.5% | 83.4% |
| Upward Bound | 378,484 | 384,956 | 280,510 | 324,114 | 72.9% | 77.0% |
| Talent Search | 428,670 | 428,670 | 351,825 | 334,125 | 82.1% | 79.1% |
| AHEC Grant | 119,619 | 123,119 | 116,191 | 224,912 | 94.4% | 86.2% |
| N A S A - OU | 23,964 | 48,098 | 25,329 | 22,307 | 52.7% | 42.1% |
| OUHSC | 2,200 | 42,200 | 39,459 | 64,427 | 93.5% | 58.9% |
| NSF - Kamali | 11,622 | 11,622 | 11,622 | 0 | 100.0% | 0.0% |
| Comanche Nation Tribal College | 46,252 | 46,252 | 12,190 | 28,748 | 26.4% | 57.5% |
| OK-LSAMP (Louis Stokes) | 39,011 | 39,011 | 23,268 | 21,701 | 59.6% | 46.4% |
| MIRP - Tilak | 129,657 | 129,657 | 31,537 | 6,814 | 24.3% | 5.3% |
| ROA Oxidative - Tan | 7,939 | 7,939 | 6,912 | 0 | 87.1% | 0.0% |
| ASSECT - Kamali | 20,349 | 20,349 | 13,788 | 0 | 67.8% | 0.0% |
| SWOSU-EDA | 0 | 0 | 0 | 3,419 | 0.0% | 68.4% |
| Oklahoma Humanities | 5,000 | 3,500 | 3,491 | 6,424 | 99.7% | 91.0% |
| Summer Science Academy | 14,233 | 84,433 | 58,143 | 57,792 | 68.9% | 74.7% |
| ReachHigher Assessment | 9,907 | 9,907 | 0 | 11,093 | 0.0% | 52.8% |
| Western OK State College | 92,152 | 109,930 | 49 | 216 | 0.0% | 0.3% |
| No Child Left Behind Title II | 9,078 | 9,078 | 3,516 | 922 | 38.7% | 9.2% |
| Dev Interdis Proj-K.Oty | 3,129 | 3,129 | 2,630 | 0 | 84.0% | 0.0% |
| MTRC | 0 | 17,923 | 11,276 | 4,526 | 62.9% | 76.4% |
| U S Fish & Wildlife | 5,002 | 14,402 | 0 | 0 | 0.0% | 0.0% |
| FHLBank Econ. Dev. | 20,175 | 20,175 | 291 | 0 | 1.4% | 0.0% |
| Small Business | 8,359 | 11,374 | 1,292 | 5 | 11.4% | 0.1% |
| Simulation Training Tech | 48,000 | 48,000 | 45,934 | 0 | 95.7% | 0.0% |
| Other Grants | 806 | 3,806 | 2,081 | 26,898 | 54.7% | 79.4% |
| Federal Workstudy | 178,505 | 178,505 | 149,433 | 190,812 | 83.7% | 106.0% |
| General University | 2,305,828 | 2,111,839 | 52,198 | 9,768 | 2.5% | 0.6% |
| Student Aid | 11,625,003 | 14,311,107 | 14,286,312 | 13,183,354 | 99.8% | 99.9% |
| Total Expenditures by Org Area | 16,009,468 | 18,695,572 | 15,922,660 | 14,936,794 | 85.2% | 86.1% |

Statement of Revenues and Expenditures - Auxiliary Enterprise Summary

For the Period Ended June 30, 2011 with Comparative Totals for the Period Ended June 30, 2010

| | (1) | (2) | (3) | (4) | (5) | (6) |
|-------------------------------------|------------------------------|--|----------------------------|-----------------------------|---------------------------------|---|
| | Original Annual Budget | Current Revised Annual Budget | Current Y-T-D Actual | Previous Y-T-D Actual | Percent of Current Budget | Percent of Previous Yr. Current Budget |
| Revenues: | | | | | | |
| Student Activities | 1,091,780 | 1,091,780 | 1,230,910 | 1,320,847 | 112.7% | 130.7% |
| Misc Auxiliaries | 1,622,780 | 1,622,780 | 2,063,661 | 2,623,284 | 127.2% | 169.2% |
| Housing System | 3,089,554 | 3,089,554 | 3,462,529 | 2,877,527 | 112.1% | 97.7% |
| Facility Fee | 1,407,330 | 1,407,330 | 1,668,321 | 1,331,430 | 118.5% | 118.7% |
| Cultural and Scholastic Lecture Fee | 150,525 | 150,525 | 303,911 | 240,842 | 201.9% | 149.1% |
| Total Revenues | 7,361,969 | 7,361,969 | 8,729,332 | 8,393,930 | 118.6% | 123.7% |
| Expenditures: | | | | | | |
| Student Activities | 1,165,988 | 1,165,988 | 1,261,393 | 1,204,961 | 108.2% | 122.8% |
| Misc Auxiliaries | 1,526,280 | 1,526,280 | 1,433,775 | 5,032,606 | 93.9% | 354.3% |
| Housing System | 3,308,540 | 3,308,540 | 3,995,941 | 3,575,727 | 120.8% | 111.3% |
| Facility Fee | 1,230,333 | 1,231,333 | 1,016,048 | 1,161,775 | 82.5% | 86.2% |
| Cultural and Scholastic Lecture Fee | 121,250 | 121,250 | 245,748 | 220,303 | 202.7% | 134.3% |
| Total Expenditures | 7,352,391 | 7,353,391 | 7,952,905 | 11,195,372 | 108.2% | 157.1% |
| Current Revenues Over/(Under) | | | | | | |
| Expenditures | 9,578 | 8,578 | 776,427 | (2,801,442) | | |
| Transfers In / (Out) | 0 | 0 | (227,747) | (101,479) | | |
| Prior Year Carry Over | 3,741,788 | 3,741,788 | 3,742,187 | 6,650,360 | | |
| Fund Balance | 3,751,366 | 3,750,366 | 4,290,867 | 3,747,439 | | |

Statement of Revenues and Expenditures - Student Activities

For the Period Ended June 30, 2011 with Comparative Totals for the Period Ended June 30, 2010

| | (1) | (2) | (3) | (4) | (5) | (6) |
|---|------------------------------|--|----------------------------|-----------------------------|---------------------------------|---|
| | Original Annual Budget | Current Revised Annual Budget | Current Y-T-D Actual | Previous Y-T-D Actual | Percent of Current Budget | Percent of Previous Yr. Current Budget |
| Revenues: | | | | | | |
| Student Activity Fee | 1,083,780 | 1,083,780 | 1,195,511 | 1,181,924 | 110.3% | 117.8% |
| Ticket Sales | 8,000 | 8,000 | 6,119 | 6,815 | 76.5% | 97.4% |
| Other | 0 | 0 | 29,280 | 132,108 | 0.0% | -0.0% |
| Total Revenues | 1,091,780 | 1,091,780 | 1,230,910 | 1,320,847 | 112.7% | 130.7% |
| Expenditures: | | | | | | |
| Collegian | 35,000 | 35,000 | 14,982 | 38,984 | 42.8% | 111.4% |
| Art | 10,500 | 10,500 | 13,914 | 15,405 | 132.5% | 154.1% |
| Communications | 35,000 | 35,000 | 38,128 | 31,904 | 108.9% | 91.2% |
| Music | 22,900 | 22,900 | 24,350 | 34,804 | 106.3% | 158.9% |
| Theatre | 23,000 | 23,000 | 39,979 | 32,700 | 173.8% | 163.5% |
| Cheerleaders | 7,700 | 7,700 | 6,713 | 30,636 | 87.2% | 437.7% |
| Pep Band | 7,000 | 7,000 | 5,176 | 7,367 | 73.9% | 105.2% |
| Intramurals | 3,000 | 3,000 | 4,518 | 2,595 | 150.6% | 103.8% |
| Biological Science | 2,500 | 2,500 | 2,373 | 1,610 | 94.9% | 64.4% |
| Physical Science | 3,500 | 3,500 | 1,791 | 1,649 | 51.2% | 52.1% |
| Agriculture | 4,200 | 4,200 | 8,204 | 803 | 195.3% | 20.1% |
| Student Government | 12,000 | 12,000 | 12,962 | 18,154 | 108.0% | 151.3% |
| Student Activities - Lawton | 147,588 | 147,588 | 147,760 | 61,662 | 100.1% | 228.4% |
| Student Activities - Duncan | 6,000 | 6,000 | 5,828 | 5,368 | 97.1% | 89.5% |
| SGA Organization | 1,500 | 1,500 | 0 | 0 | 0.0% | 0.0% |
| Career Services | 2,500 | 2,500 | 1,914 | 1,878 | 76.6% | 134.1% |
| Theatre Rental Fees | 4,850 | 4,850 | 7,151 | 6,882 | 147.4% | 158.2% |
| Honors Program | 3,650 | 3,650 | 1,642 | 3,625 | 45.0% | 99.3% |
| Military Science | 9,000 | 9,000 | 8,802 | 5,966 | 97.8% | 85.2% |
| SWAHEC | 1,000 | 1,000 | 535 | 0 | 53.5% | 0.0% |
| Orientation / Aggie Ambassadors | 7,500 | 7,500 | 10,085 | 4,729 | 134.5% | 63.1% |
| CU/TV | 10,000 | 10,000 | 2,563 | 7,921 | 25.6% | 79.2% |
| Mathematical Science | 0 | 0 | 2,143 | 2,248 | 0.0% | 0.0% |
| School of Business | 250 | 250 | 0 | 479 | 0.0% | 0.0% |
| School of Education | 0 | 0 | 1,067 | 453 | 0.0% | 0.0% |
| Computing & Technology | 8,000 | 8,000 | 9,034 | 7,131 | 112.9% | 101.9% |
| Criminal Justice & Sociology | 500 | 500 | 442 | 186 | 88.4% | 37.2% |
| English | 3,000 | 3,000 | 0 | 2,914 | 0.0% | 83.3% |
| Library | 0 | 0 | 169 | 204 | 0.0% | 0.0% |
| Athletics | 779,350 | 779,350 | 875,247 | 850,566 | 112.3% | 120.8% |
| Other | 15,000 | 15,000 | 13,921 | 26,138 | 92.8% | 67.6% |
| Total Expenditures | 1,165,988 | 1,165,988 | 1,261,393 | 1,204,961 | 108.2% | 122.8% |
| Current Revenues Over/(Under) Expenditures | (74,208) | (74,208) | (30,483) | 115,886 | | |
| Transfers In / (Out) | 0 | 0 | (38,232) | 0 | | |
| Prior Year Carry Over | 329,379 | 329,379 | 329,379 | 213,493 | | |
| Fund Balance | 255,171 | 255,171 | 260,664 | 329,379 | | |

Statement of Revenues and Expenditures - Misc Auxiliary

For the Period Ended June 30, 2011 with Comparative Totals for the Period Ended June 30, 2010

| | (1) | (2) | (3) | (4) | (5) | (6) |
|---|------------------------------|--|----------------------------|-----------------------------|---------------------------------|---|
| | Original Annual Budget | Current Revised Annual Budget | Current Y-T-D Actual | Previous Y-T-D Actual | Percent of Current Budget | Percent of Previous Yr. Current Budget |
| Revenues: | | | | | | |
| Collegian Advertising | 9,500 | 9,500 | 31,655 | 11,204 | 333.2% | 124.5% |
| Camps | 150,600 | 150,600 | 164,886 | 199,605 | 109.5% | 148.4% |
| Auxiliary Operations | 126,000 | 126,000 | 12,765 | 114,631 | 10.1% | 69.7% |
| Telephone | 18,000 | 18,000 | 11,363 | 29,643 | 63.1% | 152.0% |
| KCCU Radio | 380,500 | 380,500 | 347,154 | 468,644 | 91.2% | 139.2% |
| Educational Outreach | 10,000 | 10,000 | 79,553 | 99,077 | 795.5% | 396.3% |
| Academic Initiatives | 82,600 | 82,600 | 0 | 0 | 0.0% | 0.0% |
| Library Photocopy | 11,500 | 11,500 | 8,141 | 9,773 | 70.8% | 93.1% |
| Carpool / Bus | 208,200 | 208,200 | 260,350 | 227,411 | 125.0% | 108.5% |
| Maintenance Service | 43,900 | 43,900 | 76,587 | 47,053 | 174.5% | 110.7% |
| Merchandising | 4,500 | 4,500 | 3,019 | 10,520 | 67.1% | 350.7% |
| Concessions | 13,200 | 13,200 | 10,275 | 12,650 | 77.8% | 117.7% |
| Sports Publications | 8,500 | 8,500 | 9,378 | 10,301 | 110.3% | 206.0% |
| Athletics | 0 | 0 | 42,455 | 0 | 0.0% | 0.0% |
| Printing Services | 325,420 | 325,420 | 324,212 | 312,455 | 99.6% | 90.8% |
| University Farm | 26,500 | 26,500 | 91,281 | 24,591 | 344.5% | 0.0% |
| Private Gifts | 0 | 0 | 55,868 | 742,779 | 0.0% | 0.0% |
| Investment Income | 0 | 0 | 126,174 | 77,331 | 0.0% | 274.5% |
| Bond Proceeds | 0 | 0 | 141,915 | 0 | 0.0% | 0.0% |
| Rental Income | 4,860 | 4,860 | 4,291 | 4,545 | 88.3% | 0.0% |
| Student Health Insurance | 194,000 | 194,000 | 253,000 | 192,994 | 130.4% | 113.7% |
| Other | 5,000 | 5,000 | 9,339 | 28,077 | 186.8% | 86.8% |
| Total Revenues | 1,622,780 | 1,622,780 | 2,063,661 | 2,623,284 | 127.2% | 169.2% |
| Expenditures: | | | | | | |
| Collegian Advertising | 9,500 | 9,500 | 21,152 | 9,302 | 222.7% | 120.0% |
| Camps | 146,925 | 146,925 | 51,157 | 216,728 | 34.8% | 173.1% |
| Telephone | 15,500 | 15,500 | 4,723 | 17,721 | 30.5% | 14.4% |
| Auxiliary Operations | 88,500 | 88,500 | 76,696 | 103,400 | 86.7% | 126.2% |
| KCCU | 380,500 | 380,500 | 309,535 | 485,065 | 81.3% | 144.0% |
| University Farm | 29,200 | 29,200 | 51,678 | 24,603 | 177.0% | 109.3% |
| Educational Outreach | 10,000 | 10,000 | 5,150 | 8,803 | 51.5% | 51.8% |
| Academic Initiatives | 54,000 | 54,000 | 69,545 | 50,513 | 128.8% | 0.0% |
| Library Photocopy | 13,000 | 13,000 | 3,111 | 28,348 | 23.9% | 270.0% |
| Postage | 0 | 0 | 0 | 415 | 0.0% | 20.8% |
| Carpool / Bus | 197,855 | 197,855 | 234,764 | 282,206 | 118.7% | 152.9% |
| Maintenance Service | 35,600 | 35,600 | 25,355 | 108,522 | 71.2% | 394.6% |
| Merchandising | 3,000 | 3,000 | 6,762 | 2,943 | 225.4% | 98.1% |
| Student Services Photocopy | 0 | 0 | 0 | 918 | 0.0% | 918.0% |
| Concessions | 19,100 | 19,100 | 10,253 | 17,133 | 53.7% | 107.1% |
| Sports Publications | 7,700 | 7,700 | 10,671 | 7,165 | 138.6% | 143.3% |
| Business Office Photocopy | 0 | 0 | 0 | 59 | 0.0% | 23.6% |
| Athletics | 0 | 0 | 48,434 | 0 | 0.0% | 0.0% |
| Printing Services | 293,450 | 293,450 | 209,155 | 224,021 | 71.3% | 82.5% |
| Student Health Insurance | 203,500 | 203,500 | 244,596 | 194,877 | 120.2% | 107.5% |
| Rental Property | 1,350 | 1,350 | 7,445 | 0 | 551.5% | 0.0% |
| HEOC | 6,000 | 6,000 | 32,926 | 0 | 548.8% | 0.0% |
| Textbook Sales | 0 | 0 | 0 | 6,996 | 0.0% | 1399.2% |
| Centennial Building Projects | 10,000 | 10,000 | 5,000 | 3,213,020 | 50.0% | 0.0% |
| Other | 1,600 | 1,600 | 5,667 | 29,848 | 354.2% | 728.0% |
| Total Expenditures | 1,526,280 | 1,526,280 | 1,433,775 | 5,032,606 | 93.9% | 354.3% |
| Current Revenues Over/(Under) Expenditures | 96,500 | 96,500 | 629,886 | (2,409,322) | | |
| Transfers In / (Out) | 0 | 0 | (143,484) | (117,126) | | |
| Prior Year Carry Over | 2,144,915 | 2,144,915 | 2,144,915 | 4,676,615 | | |
| Fund Balance | 2,241,415 | 2,241,415 | 2,631,317 | 2,150,167 | | |

Statement of Revenues and Expenditures - Housing System

For the Period Ended June 30, 2011 with Comparative Totals for the Period Ended June 30, 2010

| | (1) | (2) | (3) | (4) | (5) | FY (6) |
|-------------------------------|------------------------------|--|----------------------------|-----------------------------|---------------------------------|---|
| | Original Annual Budget | Current Revised Annual Budget | Current Y-T-D Actual | Previous Y-T-D Actual | Percent of Current Budget | Percent of Previous Yr. Current Budget |
| Revenues: | | | | | | |
| Cafeteria | 948,150 | 948,150 | 1,006,831 | 913,344 | 106.2% | 111.7% |
| Vending | 42,750 | 42,750 | 52,773 | 51,895 | 123.4% | 103.3% |
| Bookstore | 245,000 | 245,000 | 256,614 | 258,822 | 104.7% | 110.1% |
| Shepler Center | 505,139 | 505,139 | 748,467 | 449,752 | 148.2% | 92.6% |
| Cameron Village | 1,143,411 | 1,143,411 | 1,212,751 | 999,634 | 106.1% | 86.0% |
| Other Housing | 205,104 | 205,104 | 185,093 | 204,080 | 90.2% | 105.2% |
| Total Revenues | 3,089,554 | 3,089,554 | 3,462,529 | 2,877,527 | 112.1% | 97.7% |
| Expenditures: | | | | | | |
| Cafeteria | 1,104,050 | 1,104,050 | 1,131,589 | 1,113,432 | 102.5% | 132.7% |
| Vending | 29,500 | 29,500 | 24,889 | 52,306 | 84.4% | 179.7% |
| Bookstore | 52,500 | 52,500 | 33,047 | 49,955 | 62.9% | 68.7% |
| Shepler Center | 850,350 | 850,350 | 1,301,676 | 975,501 | 153.1% | 109.7% |
| Cameron Village | 1,090,745 | 1,090,745 | 1,302,679 | 1,211,820 | 119.4% | 105.3% |
| Other Housing | 181,395 | 181,395 | 202,061 | 172,713 | 111.4% | 74.3% |
| Total Expenditures | 3,308,540 | 3,308,540 | 3,995,941 | 3,575,727 | 120.8% | 111.3% |
| Current Revenues Over/(Under) | | | | | | |
| Expenditures | (218,986) | (218,986) | (533,412) | (698,200) | | |
| Transfers In / (Out) | 0 | 0 | 622,590 | 596,174 | | |
| Prior Year Carry Over | 284,838 | 284,838 | 284,838 | 386,864 | | |
| Fund Balance | 65,852 | 65,852 | 374,016 | 284,838 | | |

Statement of Revenues and Expenditures - Facility Fee

For the Period Ended June 30, 2011 with Comparative Totals for the Period Ended June 30, 2010

| | (1) | (2) | (3) | (4) | (5) | FY | (6) |
|---|------------------------------|--|----------------------------|-----------------------------|---------------------------------|----|---|
| | Original Annual Budget | Current Revised Annual Budget | Current Y-T-D Actual | Previous Y-T-D Actual | Percent of Current Budget | | Percent of Previous Yr. Current Budget |
| Revenues: | | | | | | | |
| Facility Fee | 1,384,830 | 1,384,830 | 1,527,279 | 1,313,248 | 110.3% | | 117.8% |
| Other | 22,500 | 22,500 | 141,042 | 18,182 | 626.9% | | 279.7% |
| Total Revenues | 1,407,330 | 1,407,330 | 1,668,321 | 1,331,430 | 118.5% | | 118.7% |
| Expenditures: | | | | | | | |
| Fitness Center | 263,170 | 263,170 | 339,525 | 333,857 | 129.0% | | 132.0% |
| Fitness Center Repair/Maint | 16,500 | 16,500 | 31,229 | 13,886 | 189.3% | | 61.7% |
| Shepler Renovation | 325,000 | 325,000 | 13,819 | 308,444 | 4.3% | | 0.0% |
| MCC Operations | 525,663 | 526,663 | 618,609 | 464,672 | 117.5% | | 0.0% |
| McMahon Centennial Complex | 100,000 | 100,000 | 12,866 | 40,916 | 12.9% | | 0.0% |
| Total Expenditures | 1,230,333 | 1,231,333 | 1,016,048 | 1,161,775 | 82.5% | | 86.2% |
| Current Revenues Over/(Under) Expenditures | 176,997 | 175,997 | 652,273 | 169,655 | | | |
| Transfers In / (Out) | 0 | 0 | (668,621) | (580,527) | | | |
| Prior Year Carry Over | 965,898 | 965,898 | 966,298 | 1,377,170 | | | |
| Fund Balance | 1,142,895 | 1,141,895 | 949,950 | 966,298 | | | |

Statement of Revenues and Expenditures - Cultural and Scholastic Lecture

For the Period Ended June 30, 2011 with Comparative Totals for the Period Ended June 30, 2010

| | (1) | (2) | (3) | (4) | (5) | (6) |
|---------------------------------|------------------------------|--|----------------------------|-----------------------------|---------------------------------|---|
| | Original Annual Budget | Current Revised Annual Budget | Current Y-T-D Actual | Previous Y-T-D Actual | Percent of Current Budget | Percent of Previous Yr. Current Budget |
| Revenues: | | | | | | |
| Cultural and Lecture Fee | 150,525 | 150,525 | 165,987 | 131,325 | 110.3% | 117.8% |
| Other | 0 | 0 | 137,924 | 109,517 | 0.0% | 219.0% |
| Total Revenues | 150,525 | 150,525 | 303,911 | 240,842 | 201.9% | 149.1% |
| Expenditures: | | | | | | |
| PAC | 50,000 | 50,000 | 77,134 | 60,691 | 154.3% | 121.4% |
| Plus Program | 6,250 | 6,250 | 8,040 | 9,215 | 128.6% | 0.0% |
| Cultural and Scholastic Lecture | 20,000 | 20,000 | 17,069 | 45,425 | 85.3% | 504.7% |
| Festival Year | 20,000 | 20,000 | 81,848 | 3,243 | 409.2% | 16.2% |
| Concerts and Lectures | 25,000 | 25,000 | 26,557 | 24,628 | 106.2% | 70.4% |
| Public Policy Forum | 0 | 0 | 1,537 | 0 | 0.0% | 0.0% |
| History and Government Lectures | 0 | 0 | 744 | 0 | 0.0% | 0.0% |
| CU@SC - Duncan | 0 | 0 | 20,531 | 0 | 0.0% | 0.0% |
| Fall Concert Series | 0 | 0 | 12,288 | 77,101 | 0.0% | 0.0% |
| Total Expenditures | 121,250 | 121,250 | 245,748 | 220,303 | 202.7% | 134.3% |
| Current Revenues Over/(Under) | | | | | | |
| Expenditures | 29,275 | 29,275 | 58,163 | 20,539 | | |
| Prior Year Carry Over | 16,758 | 16,758 | 16,757 | (3,782) | | |
| Fund Balance | 46,033 | 46,033 | 74,920 | 16,757 | | |

Cameron University
 Summary of Reserves
 For the Period Ending June 30, 2011

Schedule 4CU

DISCRETIONARY RESERVES

| <u>Type/Source of Reserve</u> | | | |
|---|-----------|--|------------|
| <i>Education & General Part I</i> | | | 7,901,720 |
| <i>Education & General Part II</i> | | | |
| Excess Indirect Cost | | | 934,672 |
| <i>Auxiliary Enterprises</i> | | | |
| Student Activities | 260,664 | | |
| Less Working Capital | 239,023 | | 21,641 |
| Miscellaneous Auxiliary | 2,631,317 | | |
| Less Working Capital | 1,894,892 | | 736,425 |
| Facility Fee | 949,950 | | |
| Less Working Capital & Other Commitments | - | | 949,950 |
| <i>Plant Funds Balances</i> | | | |
| Section 13/New College | | | 1,943,950 |
| Section 13 Offset | | | 341,858 |
| Total Discretionary Reserves and Plant Funds Balances | | | 12,830,216 |

CUMULATIVE TOTAL PROFESSIONAL FEES FOR WORK
COMPLETED BY ON-CALLS THROUGH THE FOURTH QUARTER
OF FISCAL YEAR 2010-2011

For the Norman Campus:

| <u>Firm Name</u> | <u>Total Fees</u> |
|---|-------------------|
| Architect In Partnership, P.C. | \$ 14,670 |
| Cardinal Engineering, Inc. | 88,708 |
| Crafton, Tull, Sparks & Associates, Inc. | 13,377 |
| Cyntergy AEC | 3,500 |
| Frankfurt-Short-Bruza Associates, P.C. | 82,625 |
| Garver, LLC | 800 |
| Kirkpatrick Forest Curtis PC | 7,819 |
| Smith Roberts Baldischwiler, LLC | 12,935 |
| Studio Architecture, PC | 97,200 |
| The McKinney Partnership Architects, P.C. | <u>37,508</u> |
| Total, Norman Campus | 359,142 |

For the Health Sciences Center, Oklahoma City:

| <u>Firm Name</u> | <u>Total Fees</u> |
|--|-------------------|
| Frankfurt-Short-Bruza Associates, P.C. | 9,000 |
| Kirkpatrick Forest Curtis PC | 10,299 |
| PSA Consulting Engineers, Inc. | 3,838 |
| Rees Associates, Inc. | 26,500 |
| Smith Roberts Baldischwiler, LLC | 3,750 |
| The Benham Companies, LLC | 54,506 |
| ZRHD, P.C. | <u>20,080</u> |
| Total, Health Sciences Center, Oklahoma City | 127,973 |

For OU-Tulsa:

| <u>Firm Name</u> | <u>Total Fees</u> |
|--|-------------------|
| Cyntergy AEC | 12,770 |
| Kinslow, Keith & Todd, Inc. | 30,000 |
| The Benham Companies, LLC | 13,070 |
| Wallace Engineering – Structural Consultants, Inc. | <u>3,200</u> |
| Total, OU-Tulsa | 59,040 |

| | | |
|---------------------|--|-----------|
| | | \$546,155 |
| Total, All Campuses | | |

QUARTERLY REPORT OF PURCHASES – ALL
April 1st 2011 – June 30th 2011

| <u>Item</u> | <u>Description</u> | <u>Campus-Department</u> | <u>Vendor</u> | <u>Award Amount</u> | <u>Explanation/Justification</u> |
|-------------|--------------------|---|------------------------------------|---------------------|--|
| I. | | PURCHASE OBLIGATIONS FROM \$50,000 TO \$250,000 | | | |
| | Norman Campus | | | | |
| 1 | Equipment | KGOU | Broadcast Connection Inc. | 85,843 | Broadcast Antenna and Accessories |
| 2 | Equipment | Athletics | Binswanger Glass | 67,900 | Glass doors for Lloyd Noble Center |
| 3 | Equipment | Athletics | Mansfield Media Solutions LLC | 73,839 | Televisions for Club Level at Gaylord Family Oklahoma Memorial Stadium |
| 4 | Service | Southwest Center for Human Relations | Production Presentation Technology | 119,989 | Audio Visual Services |
| 5 | Supply | Landscape Services | Green Side Up | 175,000 | Sod |
| 6 | Equipment | Information Technology | SKC Communication Products LLC | 112,095 | Audio Visual Equipment |
| 7 | Furniture | Athletics | L&M Office Furniture Inc. | 120,880 | Furniture |
| 8 | Service | Facilities Management | Texas Independent Elevator Co LLC | 56,851 | Elevator repair |
| 9 | Furniture | Anne and Henry Zarrow School of Social Work | Vater's Office Interior Systems | 73,312 | Furniture |
| 10 | Furniture | Anne and Henry Zarrow School of Social Work | Spaces, Inc. | 160,630 | Furniture |
| 11 | Furniture | Anne and Henry Zarrow School of Social Work | Workplace Resource of OKC | 186,097 | Furniture |
| 12 | Furniture | Athletics | Scott Rice | 95,619 | Furniture |

| | | | | | |
|----|-------------------------------|---|--------------------------------------|---------|--|
| 13 | Furniture | Oklahoma Memorial Union | American Seating Company | 107,547 | Auditorium Chairs |
| 14 | Equipment | Information Technology | Qwest | 249,335 | Network Equipment |
| 15 | Service | OU Outreach | Staplegun Design, Inc. | 75,000 | Production Services for TV/Radio Advertising |
| 16 | Service | Facilities Management | Dane & Associates Electric Co. | 54,464 | Electrical Services for Nielsen Hall |
| 17 | Furniture | Anne and Henry Zarrow School of Social Work | Scott Rice Inc. | 99,367 | Furniture |
| 18 | Furniture | Anne and Henry Zarrow School of Social Work | Scott Rice Inc. | 53,474 | Furniture |
| 19 | Furniture | Department of Chemistry and Biochemistry | Workplace Resource of OK | 60,624 | Furniture |
| 20 | Equipment | Landscape Services | Enid New Holland | 78,655 | Utility Vehicle |
| 21 | Service | Facilities Management | Oklahoma Roofing and Sheetmetal Inc. | 360,203 | Roof Replacement for Merrick Computing Center |
| 22 | Service | Graduation Office | Onstage Systems | 59,400 | Stage Installation for Commencement 2011 |
| 23 | Service | Office of the Vice President of Research | MacHill Construction | 95,000 | Metal Building Construction at Kessler Farm Field Labs |
| | Health Sciences Center Campus | | | | |
| 24 | Software | Information Technology | Fishnet Security, Inc. | 86,775 | License Renewal |
| 25 | Equipment | Family Medicine Clinic | Sonosite Inc. | 62,185 | Digital Ultrasound System |

| | | | | | |
|----|-----------|---|--------------------------------|---------|---|
| 26 | Equipment | College of Allied Health | SKC Communication Products LLC | 53,878 | Video Conferencing Equipment |
| 27 | Equipment | Office of the Provost | SKC Communication Products LLC | 113,532 | Audio Visual Equipment for the West Side Lecture Hall Basic Sciences Education Building |
| 28 | Equipment | Office of the Provost | SKC Communication Products LLC | 136,658 | Audio Visual Equipment for the East Side Lecture Hall Basic Sciences Education Building |
| 29 | Equipment | Peggy and Charles Stephenson Oklahoma Cancer Center | Surgical Advantage | 175,445 | Medical Equipment |
| 30 | Furniture | Department of Pediatrics | Scott Rice | 105,468 | Furniture |
| 31 | Equipment | Information Technology | Chickasaw Telecom Inc. | 113,864 | Telecom Equipment |
| 32 | Equipment | Department of Ophthalmology | M & S Technologies Inc. | 168,341 | Pediatric Video Display System |
| 33 | Equipment | College of Pharmacy | Sympatec Inc. | 82,042 | Laser Diffraction Sensor |
| 34 | Supply | Peggy and Charles Stephenson Oklahoma Cancer Center | EMG Graphic Systems, Inc. | 187,805 | Interior Signage |
| 35 | Equipment | Peggy and Charles Stephenson Oklahoma Cancer Center | Dell Mkt LP | 122,982 | Computers |
| 36 | Equipment | Information Technology | SKC Communication Products LLC | 108,550 | Telecom Equipment |
| 37 | Equipment | Peggy and Charles Stephenson Oklahoma Cancer Center | Med Electronics Inc. | 60,030 | Medical Equipment |
| 38 | Software | Information Technology | Accuvant, Inc. | 60,617 | Software Renewal |

| | | | | | |
|-----|---|--|----------------------------------|---------|------------------------------|
| 39 | Equipment | Site Support/Steam & Chilled Water Plant | Federal Services, LLC | 139,211 | Boiler Controls |
| | Tulsa Campus | | | | |
| 40 | Furniture | Department of Pediatrics | Scott Rice | 59,868 | Furniture |
| 41 | Software | Information Technology | Fishnet Security | 144,000 | Firewall Software & Hardware |
| 42 | Equipment | Telecommunication Interoperability Lab | ID Quantique SA | 183,681 | Laboratory Equipment |
| 43 | Equipment | Telecommunication Interoperability Lab | Magiq Technology Incorporated | 140,000 | Laboratory Equipment |
| II. | SOLE SOURCE PROCUREMENTS FROM \$50,000 TO \$250,000 Competition Not Applicable | | | | |
| | Norman Campus | | | | |
| 44 | Service | Financial Services | Floyd Law Firm | 61,000 | Bond Counsel Fees |
| 45 | Equipment | Department of Chemical, Biological and Materials Engineering | Netsch Instruments North America | 116,088 | Gas Chromatograph |
| 46 | Equipment | Department of Chemical, Biological and Materials Engineering | Perkin Elmer | 104,699 | Spectrometer |
| 47 | Software | University Libraries | Chemical Abstracts Services | 132,750 | Subscription Renewal |
| 48 | Equipment | Office of the Vice President of Research | Illumina Inc. | 125,000 | Gene Analysis System |
| 49 | Equipment | Sam Noble Museum of Natural History | Steel Fixture Manufacturing | 92,103 | Cabinets |

| | | | | | |
|----|-------------------------------|--|--|---------|-------------------------------|
| 50 | Equipment | Huston Huffman Center | Advanced Exercise Equipment Inc. | 66,330 | Treadmills |
| 51 | Supply | Office of the Vice President of Research | Roche Diagnostics Corp. | 60,000 | Microarrays |
| 52 | Software | Bizzell Library | Wiley Interscience Inc. | 75,898 | Electronic Subscription |
| 53 | Software | Bizzell Library | Proquest LLC | 60,000 | Electronic Subscription |
| 54 | Equipment | Oklahoma Geological Survey | IRIS Consortium | 73,700 | Transportable Array Stations |
| 55 | Equipment | Department of Chemical, Biological and Materials Engineering | Mettler-Toledo Autochem Inc. | 78,450 | Research Equipment |
| 56 | Service | Administrative and Executive Affairs | Capitol Decisions Inc. | 180,000 | Representation Services |
| | Health Sciences Center Campus | | | | |
| 57 | Equipment | OU Physicians Faculty Clinic – OB/GYN Clinic | MediWatch PLC | 79,440 | Urogynecological System |
| 58 | Equipment | Peggy and Charles Stephenson Oklahoma Cancer Center | Bridge Industries II, Inc. | 69,500 | Receptacles and Carts |
| 59 | Service | College of Medicine | Association of American Medical Colleges | 56,146 | Institutional Membership Fees |
| 60 | Service | Parking and Transportation Services | Federal APD, Inc. | 97,920 | Parking Gate Maintenance |
| 61 | Software | OU Physicians | GE Healthcare IITS USA Corporation | 76,300 | Claims Software |

| | | | | | |
|----|-----------|---|-------------------------|--------|------------------------|
| 62 | Service | College of Pharmacy | GE Healthcare | 63,510 | Equipment Maintenance |
| 63 | Equipment | Department of Ophthalmology | Carl Zeiss Meditec Inc. | 60,655 | Patient Imaging System |
| 64 | Service | College of Pharmacy | Covance Laboratories | 71,000 | Research Studies |
| 65 | Service | Department of Psychiatry and Behavior Sciences | Juliet M. Vogel | 60,000 | Professional Services |
| 66 | Service | Peggy and Charles Stephenson Oklahoma Cancer Center | Amri Studio Inc. | 69,164 | Wall Mural |

REGENTS' FUND
ANNUAL FINANCIAL REPORT
June 30, 2011

EXECUTIVE SUMMARY

Highlights from the Regents' Fund Quarterly Financial Report for the year ended June 30, 2011 are presented below for information only.

ALL FUNDS

- As of June 30, 2011, the Regents' Fund consisted of 226 individual funds with a combined net market value of approximately \$110.6 million, a \$2.4 million (2.2%) increase from June 30, 2010.

CONSOLIDATED INVESTMENT FUND (CIF)

- Cash and investments held by the CIF at June 30, 2011, had a market value of approximately \$83.7 million, a \$12.9 million (18.2 %) increase from June 30, 2010. Of the \$83.7 million, \$750,000 was held locally for working capital purposes, and \$82.9 million was managed by Adams Hall Asset Management LLC, Investment Management Fiduciary.
- During the year ended June 30, 2011, the CIF realized a total return of 22.3%, which trailed the blended benchmark of 22.8% by 50 basis points.
- During the five (5) years ended June 30, 2011, the CIF realized a total return of 5.2%, which exceeded the blended benchmark of 4.4% by 80 basis points.
- During the ten (10) years ended June 30, 2011, the CIF realized a total return of 5.4%, which exceeded the blended benchmark of 4.5% by 90 basis points.

SHORT-TERM INVESTMENT FUND (STIF)

- Cash and investments held by the STIF at June 30, 2011, had a market value of approximately \$22.6 million, a \$15.8 million (41.1%) decrease from June 30, 2010.
- During the year ended June 30, 2011, the STIF realized a total return of 3.1%, which exceeded the 91-day Treasury Bill rate of 0.2% by 290 basis points.
- During the five (5) years ended June 30, 2011, the STIF realized a total return of 4.1%, which exceeded the 91-day Treasury Bill rate of 2.0% by 210 basis points.
- During the ten (10) years ended June 30, 2011, the STIF realized a total return of 3.3%, which exceeded the 91-day Treasury Bill rate of 2.0% by 130 basis points.

INTERMEDIATE-TERM INVESTMENT FUND (ITIF)

- Cash and investments held by the ITIF at June 30, 2011, had a market value of approximately \$6.6 million, a \$252,000 (4.0%) increase from June 30, 2010.
- During the year ended June 30, 2011, the ITIF realized a total return of 4.3%, which exceeded the 2-Year Treasury Note rate of 2.9% by 140 basis points.

REGENTS' FUND
ANNUAL FINANCIAL REPORT
June 30, 2011

As of June 30, 2011, the Regents' Fund consisted of 226 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 semi-annual 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.

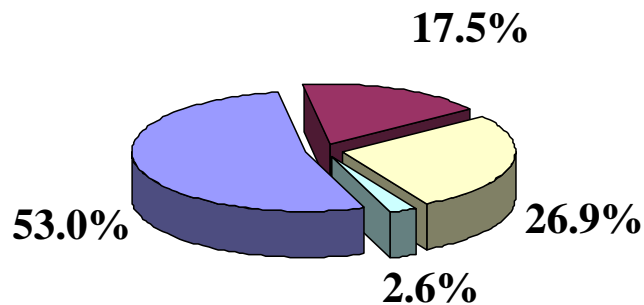
II. Market Value

The total net market value of the Regents' Fund at June 30, 2011 was approximately \$110.6 million, a \$2.4 million (2.2%) increase from June 30, 2010.

III. Consolidated Investment Fund

- **Asset Allocation**

Cash and investments held by the CIF at June 30, 2011, had a market value of approximately \$83.7 million, a \$12.9 million (18.2 %) increase from June 30, 2010. Of the \$83.7 million, \$750,000 was held locally for working capital purposes, and \$82.9 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.

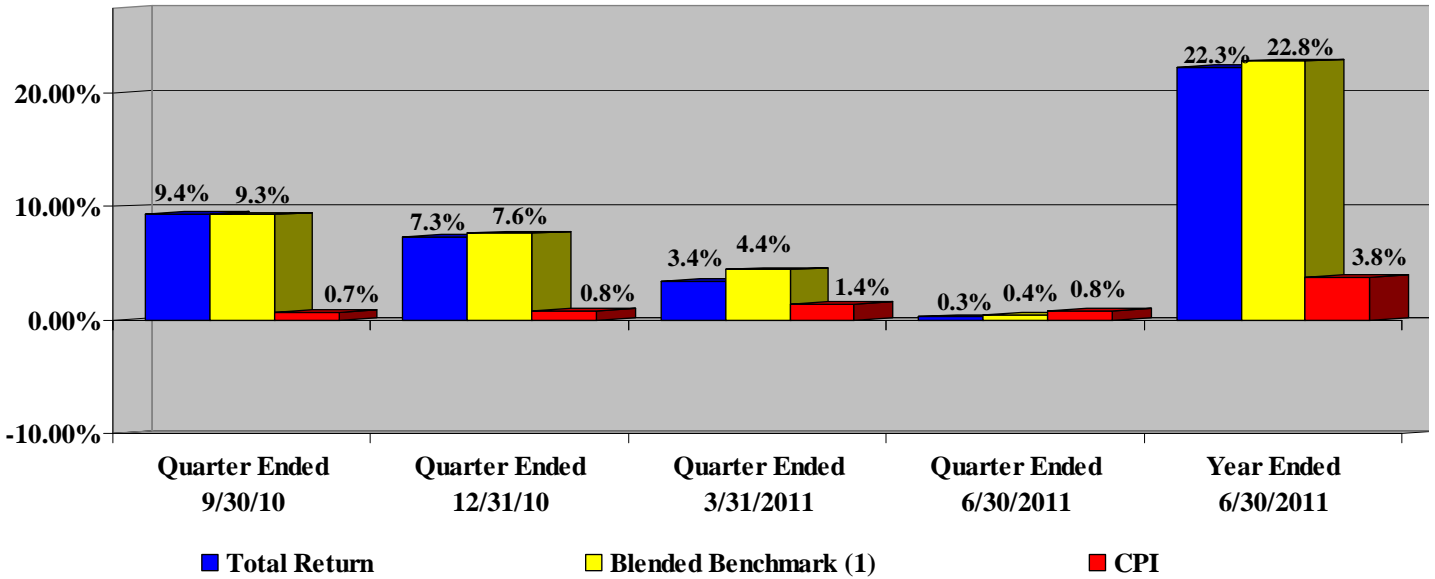


■ U.S. Equity ■ International Equity ■ Fixed Income ■ Cash

• **CIF Performance**

- As illustrated below, the total return on the CIF for the year ended June 30, 2011 of 22.3% trailed the blended benchmark of 22.8% by 50 basis points.

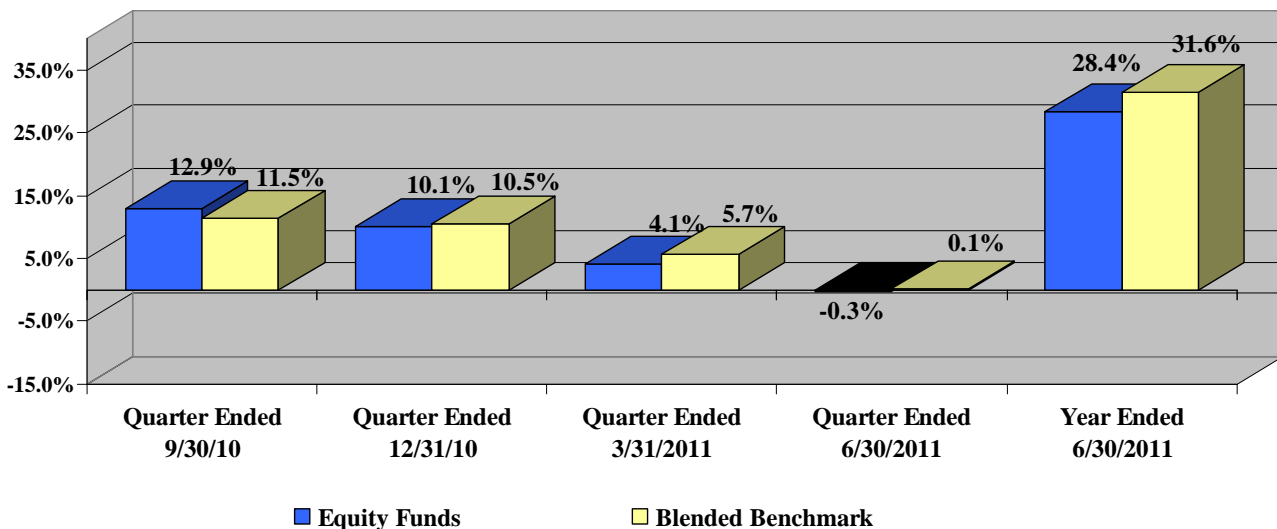
Total CIF



(1) The blended benchmark is a composite of indices represented by the Russell 3000, the Salomon Bros. 91-day Treasury Bill, the Barclays Capital Intermediate Government Bond Index, and the MSCI EAFE Equity Index.

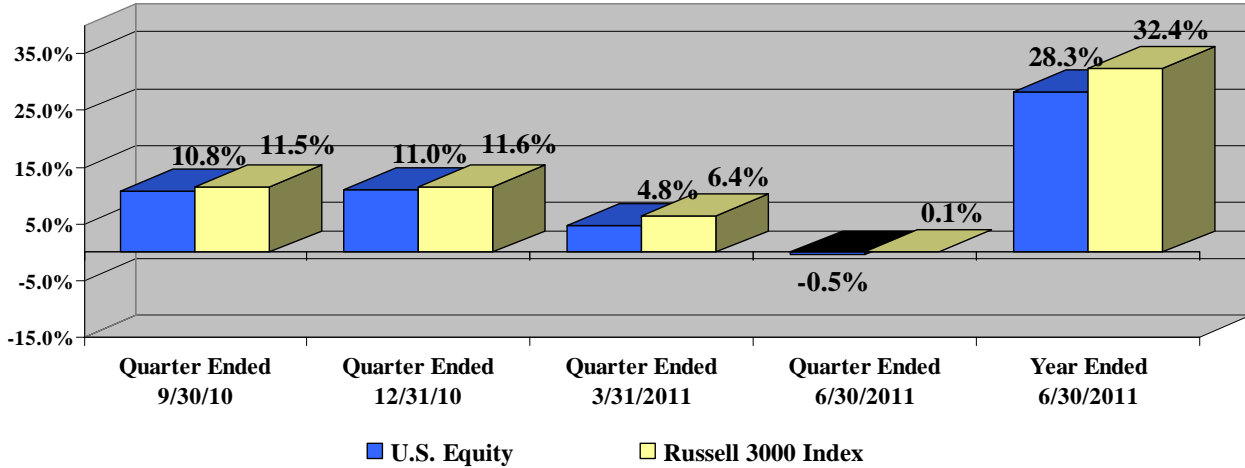
- The Total Equity return for the year ended June 30, 2011 of 28.4% trailed the blended benchmark of 31.6% by 320 basis points.

CIF Equity Funds



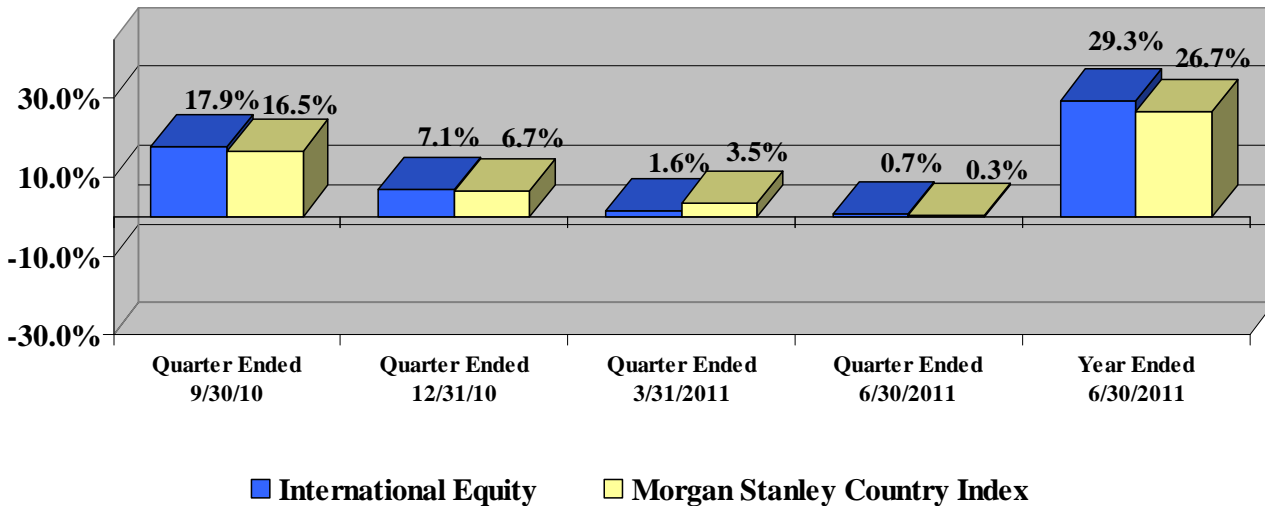
- The US Equity return for the year ended June 30, 2011 of 28.3% trailed the Russell 3000 Index of 32.4% by 410 basis points.

CIF U.S. Equity Funds



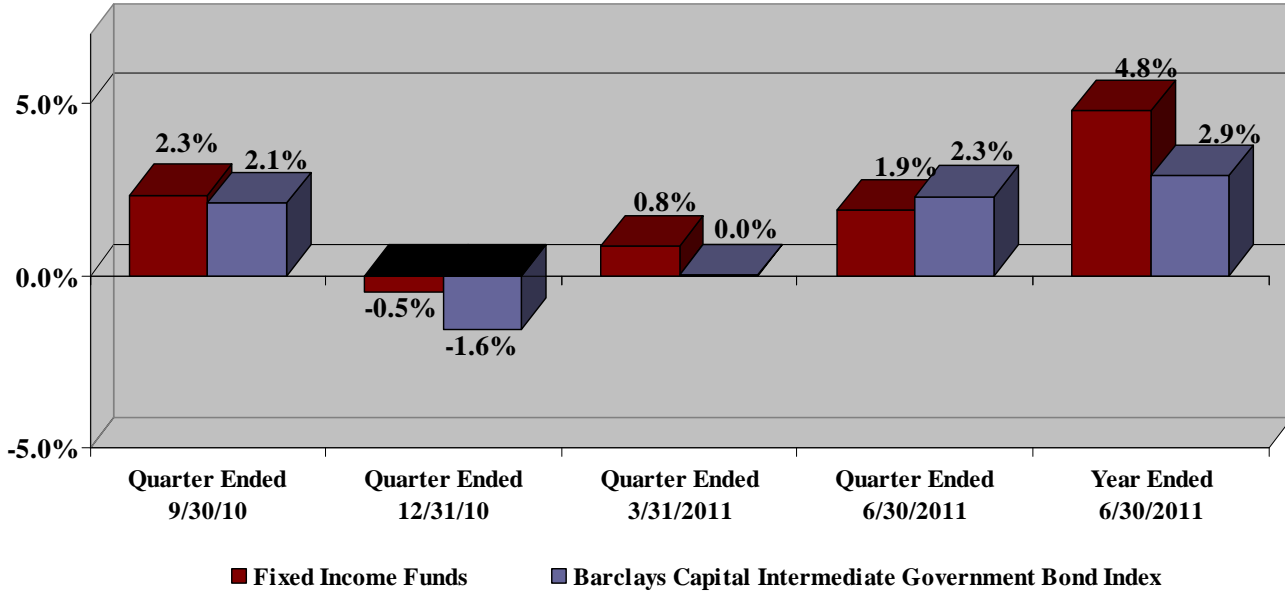
- The International Equity return for the year ended June 30, 2011 of 29.3% exceeded the MSCI Benchmark of 26.7% by 260 basis points.

CIF International Equity Funds



- The Fixed Income return for the year ended June 30, 2011 of 4.8% exceeded the Barclays Capital Intermediate Government Bond Index of 2.9% by 190 basis points.

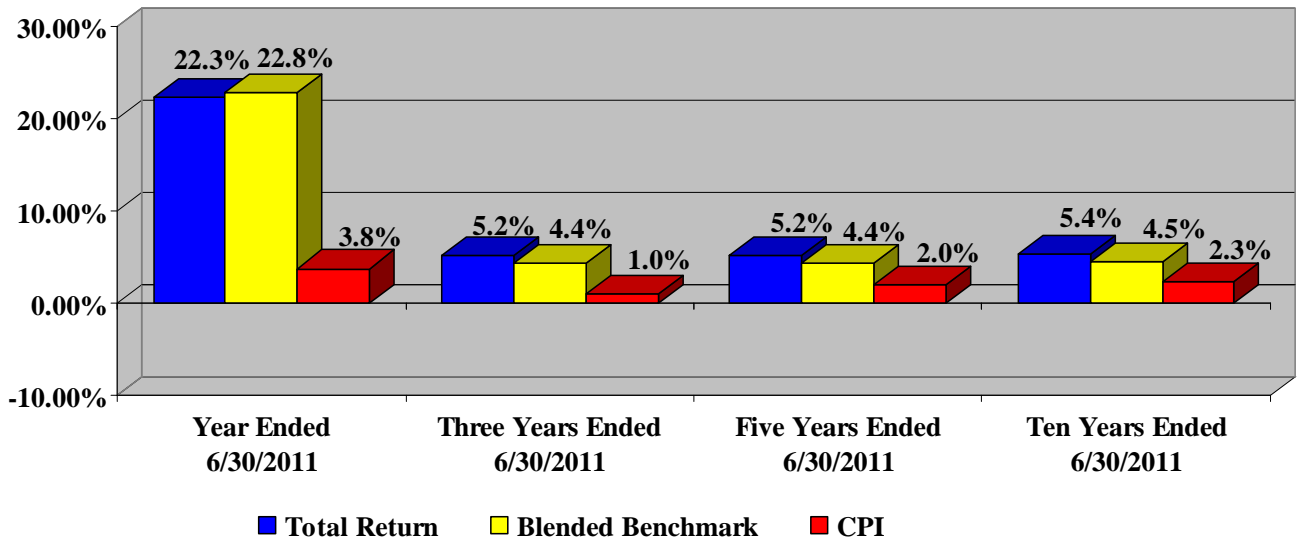
CIF Fixed Income Funds



- **Historical Performance (1, 3, 5, and 10 Years)**

- In accordance with the Regents’ Fund “Statement of Investment Policy,” returns for one, three, five and ten years are presented below.
- Adams Hall Asset Management LLC has served as the Regents’ Fund Investment Management Fiduciary since July 1, 2000. During Adams Hall tenure, the CIF has returned 3.5%, which exceeds the blended benchmark of 3.2%.
- During the ten years ended June 30, 2011, the net assets of the CIF increased by approximately \$40.5 million, which represents an annualized increase of 6.8%.

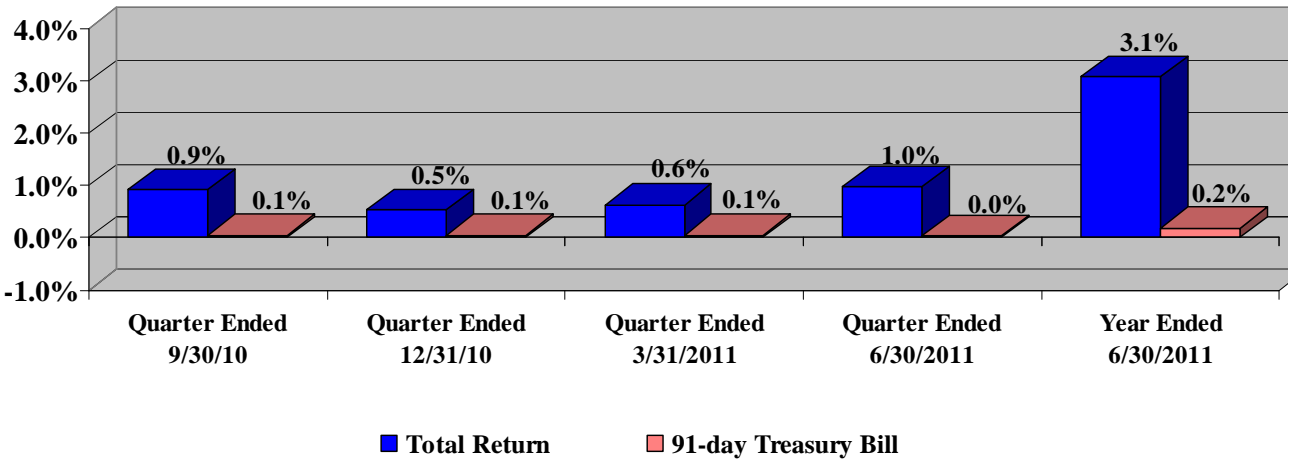
Total CIF



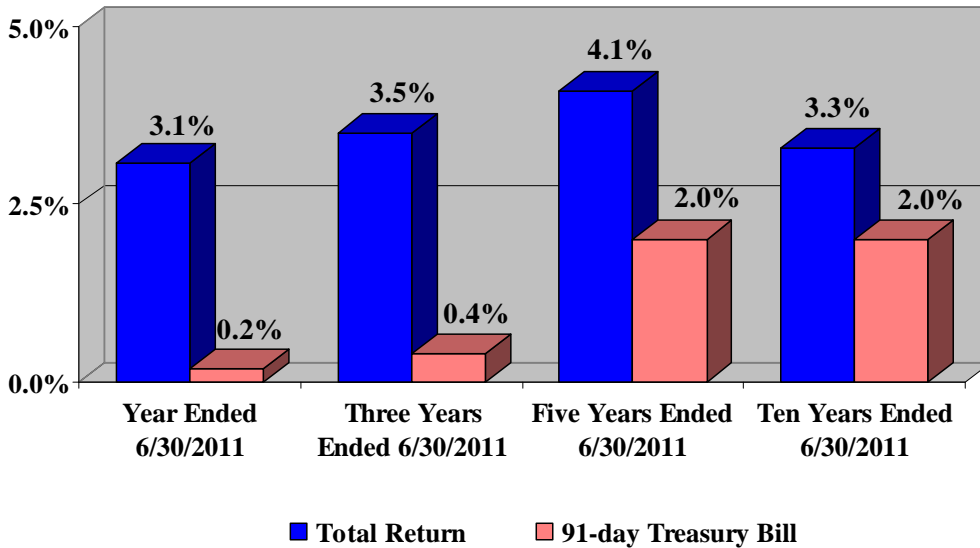
IV. Short Term Investment Fund Performance

- The market value of the STIF at June 30, 2011 was approximately \$22.6 million, a \$15.8 million (41.1%) decrease from June 30, 2010.
- As indicated below, the total return on the STIF for the year ended June 30, 2011 of 3.1% exceeded the 91-day Treasury Bill rate of 0.2% by 290 basis points.

Total STIF



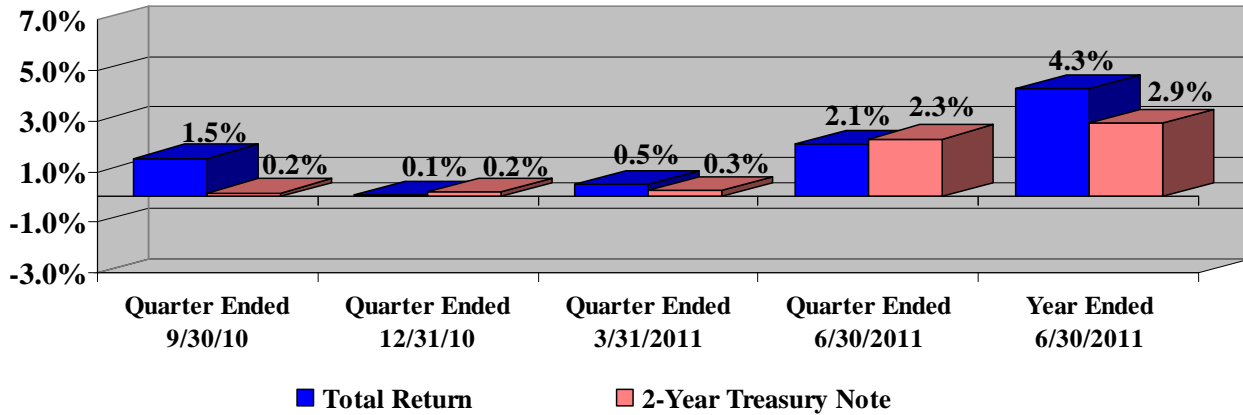
- Returns for one, three, five and ten years are presented below.



V. Intermediate Term Investment Fund Performance

- The market value of the ITIF at June 30, 2011 was approximately \$6.6 million, a \$252,000 (4.0%) increase from June 30, 2010.
- As indicated below, the total return on the ITIF for the year ended June 30, 2011 of 4.3% exceeded the 2-Year Treasury Note rate of 2.9% by 140 basis points.

Total ITIF



VI. Revenues and Expenditures

During the year ended June 30, 2011, recognized revenues of \$24.0 million exceeded expenditures of \$21.6 million resulting in a net increase to market value of approximately \$2.4 million. This increase is primarily attributable to investment earnings and appreciation on investments.

| Revenues | 2011 | 2010 |
|---------------------------------|---------------------|---------------------|
| Investment Income | \$ 15,254,294 | \$ 8,142,558 |
| Cash Gifts | 7,320,344 | 23,163,676 |
| Interest | 1,139,275 | 1,442,103 |
| Oil and Gas Royalties | 246,499 | 142,753 |
| Other Income | 71,036 | 92,279 |
| Total Revenues | <u>24,031,448</u> | <u>32,983,369</u> |
| Expenditures | | |
| Athletic Department Support | 16,138,383 | 23,635,283 |
| Departmental Support | 2,045,370 | 1,506,597 |
| Academic Enhancement Allocation | 1,601,121 | 1,629,725 |
| Scholarships | 1,362,536 | 1,096,257 |
| Investment Fees | 196,406 | 166,327 |
| Operating Support | 139,734 | 134,230 |
| Other Expenditures | 116,150 | 91,275 |
| Total Expenditures | <u>21,599,700</u> | <u>28,259,695</u> |
| Net Change in Market Value | <u>\$ 2,431,748</u> | <u>\$ 4,723,674</u> |

VII. Cash Gifts and Athletic Contributions

The following cash gifts and athletic contributions were received during the year ended June 30, 2011.

| | |
|---|--------------|
| • Athletic Seating Priorities Program | \$ 5,100,963 |
| • A gift from the Linda Lee Wallace Revocable Trust for the sole benefit and use of the Kessler Farm Field Laboratory | 400,000 |
| • A gift from the Rath Foundation for the benefit of the Rath Chair in Management at the Price College of Business | 395,078 |
| • A gift from the Linda Lee Wallace Revocable Trust for the sole benefit and use of the Kessler Farm Field Laboratory | 394,424 |
| • An additional gift from Rod C. Roberts to further support eminently qualified industry leaders and professionals in the role of adjunct or clinical faculty in the Energy Management Program of the Price College of Business | 250,000 |
| • A gift from the OU Medical Center for the benefit of the HSC General Support Fund | 112,500 |
| • A gift from Rod C. Roberts to support eminently qualified industry leaders and professionals in the role of adjunct or clinical faculty in the Energy Management Program of the Price College of Business | 100,000 |
| • A gift from the Estate of Marcella A. Peck to establish the Marcella A. Peck Scholarship Fund | 100,000 |
| • A gift from James and Jeannie Dodson for the benefit of the James & Jeannie Dodson Endowed Scholarship Fund | 100,000 |
| • A gift from the Oklahoma Energy Resources Board (OERB) for the benefit of the OERB Scholarship Fund for Energy Management | 62,000 |
| • 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 Dodson Foundation, Inc. to further support the Rath Dodson Scholarship Fund | 40,560 |
| • Share of Executive Education Partnership Program for the benefit of the College of Business Support Fund | 38,167 |
| • A gift from Newman's Own Foundation for the benefit of the General Student Loan Fund | 25,000 |

| | |
|--|----------------------------|
| • A gift from the Oklahoma Energy Resources Board (OERB) for the benefit of the OERB Scholarship Fund for Geology and Geophysics | 18,500 |
| • A gift from the Anne & Henry Zarrow Foundation for the benefit of the OU General Scholarship Fund | 15,000 |
| • A gift from Stephen C. Pugh for the benefit of the Vice President for Development Support Fund | 10,000 |
| • A gift from Plains All American for the benefit of Career Services | 10,000 |
| • A gift from Virginia L. Kanaly for benefit of the E. Deane Kanaly Lecture Series Fund for the Price College of Business | 10,000 |
| • A gift from T-K Production Company for benefit of the Energy Management Industry Partners Fund for the Price College of Business | 10,000 |
| • Various gifts under \$10,000 | 78,152 |
| TOTAL CASH GIFTS AND ATHLETIC CONTRIBUTIONS | <u><u>\$ 7,320,344</u></u> |

QUARTERLY FINANCIAL ANALYSIS
For the year ended June 30, 2011

EXECUTIVE SUMMARY

Highlights from the Quarterly Financial Analysis (QFA) for the year ended June 30, 2011 are presented below for information only. For more detailed information, see the QFA report that was provided separately to the Regents prior to the September meeting.

ALL FUNDS, COMBINED

- Total available revenues of \$1.75 billion exceeded expenditures of \$1.63 billion resulting in a net increase of \$116.5 million.

NORMAN CAMPUS

- Total available revenues of \$915.4 million exceeded expenditures of \$869.9 million, resulting in a net increase of \$45.5 million.
- Education and General revenues of \$482.8 million exceeded expenditures of \$444.8 million, resulting in a net increase of \$38.0 million.
- Auxiliary enterprise revenues of \$199.8 million exceeded expenditures of \$199.1 million, resulting in a net increase of \$700,000.
- Service unit revenues of \$145.4 million exceeded expenditures of \$97.0 million, resulting in a net increase of \$48.4 million.
- Regents' Fund revenues of \$24.0 million exceeded expenditures of \$21.6 million, resulting in a net increase of \$2.4 million.
- All Other revenues of \$55.7 million exceeded expenditures of \$51.4 million, resulting in a net increase of \$4.3 million.

HEALTH SCIENCES CENTER

- Total available revenues of \$830.7 million exceeded expenditures of \$759.7 million, resulting in a net increase of \$71.0 million.
- Education and General revenues of \$186.2 million exceeded expenditures of \$161.8 million, resulting in a net increase of \$24.4 million.
- Auxiliary enterprise revenues of \$11.0 million exceeded expenditures of \$10.0 million, resulting in a net increase of \$1.0 million.
- Service unit revenues of \$36.3 million exceeded expenditures of \$35.2 million, resulting in a net increase of \$1.1 million.
- Professional Practice Plan (PPP) revenues of \$404.6 million exceeded expenditures of \$362.2 million, resulting in a net increase of \$42.4 million.
- All Other revenues of \$42.9 million trailed expenditures of \$45.2 million, resulting in a net decrease of \$2.3 million.

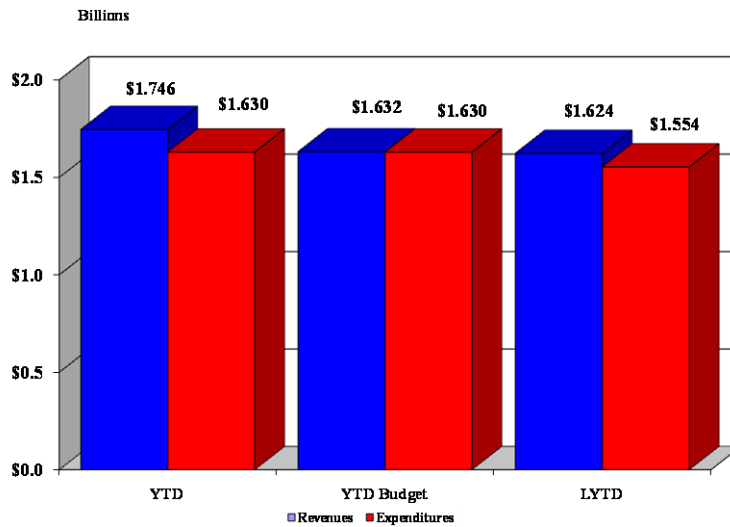
**QUARTERLY FINANCIAL ANALYSIS
for the year ended June 30, 2011**

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 \$1.75 billion (107.0% of budget) exceeded expenditures of \$1.63 billion (100.0% of budget) resulting in a net increase of \$116.5 million. [See page 1 of the QFA.]

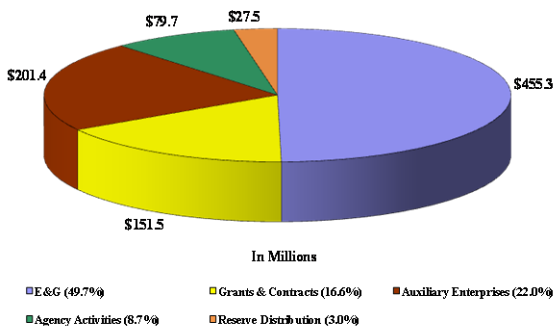


ALL FUNDS, BY CAMPUS

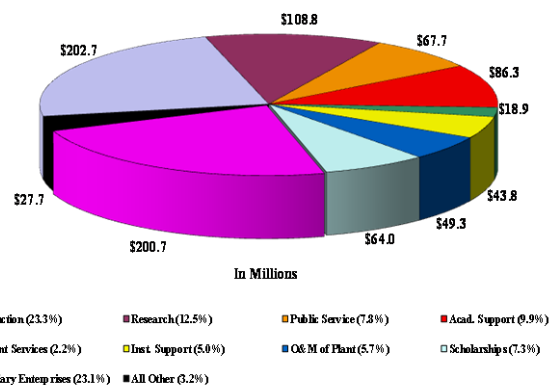
Norman Campus

Revenues and prior year carry forward of \$915.4 million (105.5% of budget) exceeded expenditures of \$869.9 million (100.5% of budget) resulting in a net increase of \$45.5 million. [See page 2 of the QFA.]

Revenues



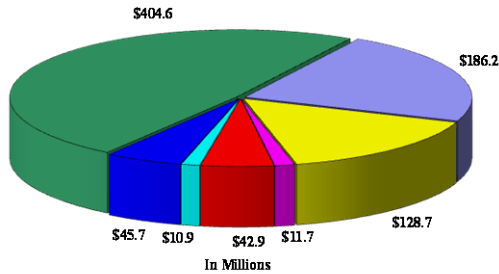
Expenditures



Health Sciences Center

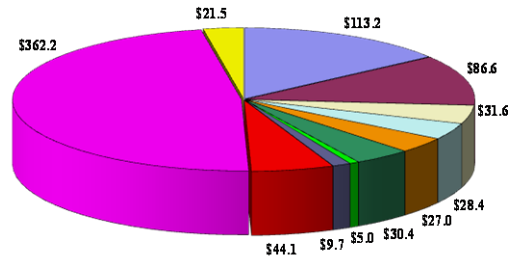
Revenues of \$830.7 million (108.7% of budget) exceeded expenditures of \$759.7 million (99.4% of budget) resulting in a net increase of \$71.0 million. [See page 9 of the QFA.]

Revenues



- E&G (22.4%)
- Grants & Contracts (15.5%)
- Auxiliary Enterprises (1.4%)
- Agency Activities (5.2%)
- Ext. Service Units (1.3%)
- Residency Program (5.5%)
- PPP (48.7%)

Expenditures



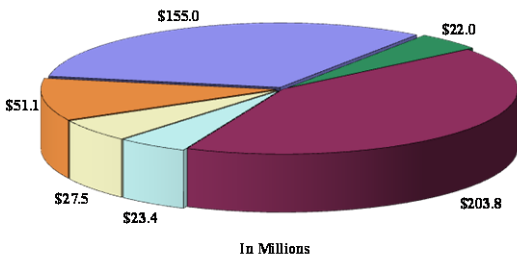
- Instruction (14.9%)
- Research (11.4%)
- Public Service (4.2%)
- Acad. Support (3.7%)
- Inst. Support (3.5%)
- O&M of Plant (4.0%)
- Scholarships (0.7%)
- Ext. Service Units (1.3%)
- Residency Program (5.8%)
- PPP (47.7%)
- Other (2.8%)

EDUCATIONAL & GENERAL

Norman Campus

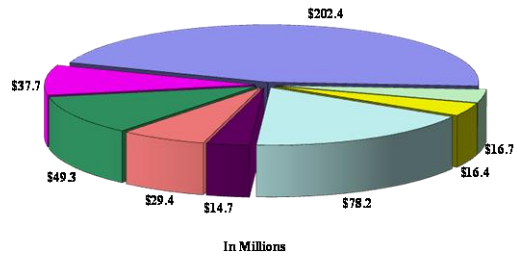
Revenues and prior year carry forward of \$482.8 million (100.5% of budget) exceeded expenditures of \$444.8 million (92.6% of budget) resulting in a net increase of \$38.0 million. [See page 3 of the QFA.]

Revenues



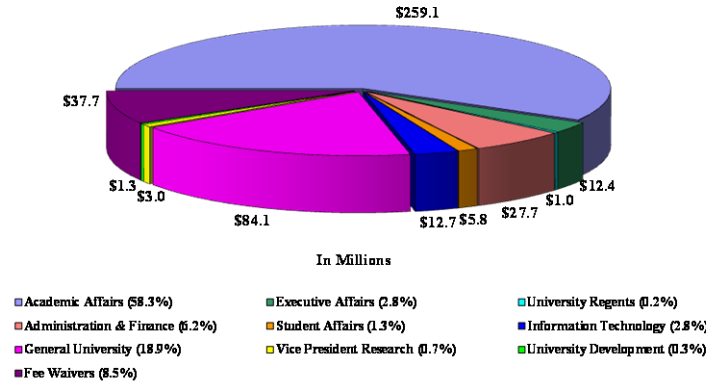
- State Appropriations (32.1%)
- Tuition & Fees (42.2%)
- Reserve Distribution (5.7%)
- Gifts, Grants & Contracts (4.6%)
- Sales & Service of Educ. Activities (4.8%)
- Other Sources (10.6%)

Expenditures By Function



- Instruction (45.5%)
- Academic Support (17.6%)
- O&M of Plant (11.1%)
- Research (3.7%)
- Student Services (3.3%)
- Scholarships (8.5%)
- Public Service (3.7%)
- Institutional Support (6.6%)

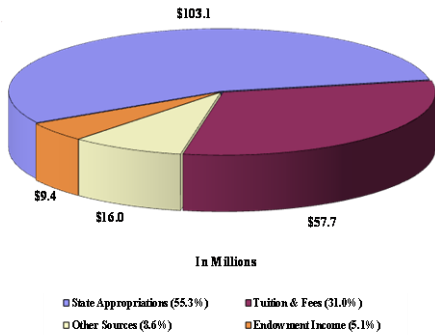
Expenditures by Organizational Area



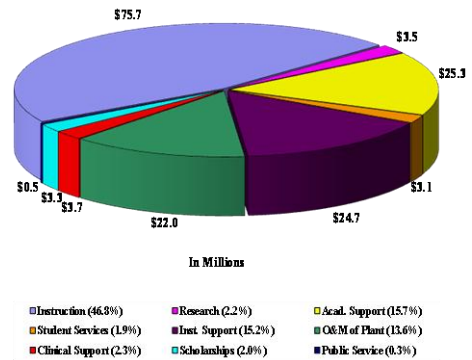
Health Sciences Center

Revenues of \$186.2 million (101.4% of budget) exceeded expenditures of \$161.8 million (88.1% of budget) resulting in a net increase of \$24.4 million. [See page 10 of the QFA.]

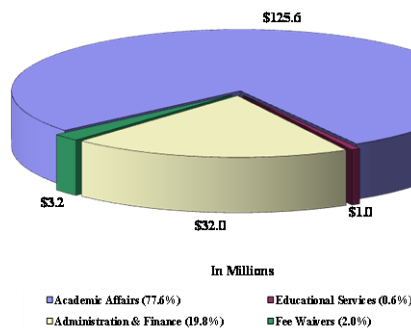
Revenues



Expenditures by Function



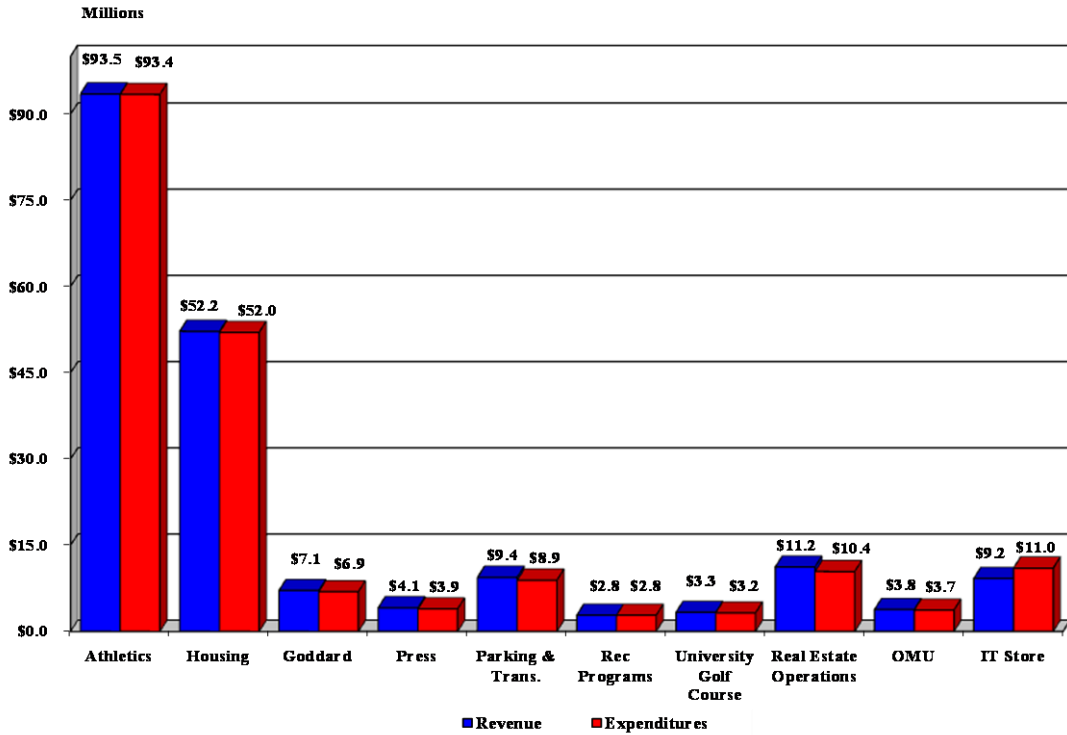
Expenditures by Organizational Area



AUXILIARY ENTERPRISES

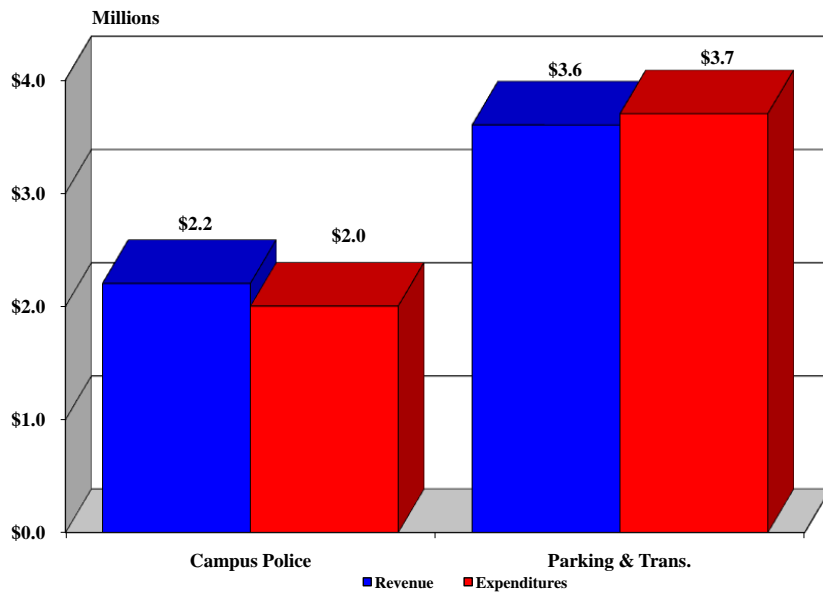
Revenues and expenditures for major auxiliary enterprises (year-to-date revenues of \$2.0 million or more) are detailed below. [See page 5 of the QFA.]

Norman



Health Sciences Center

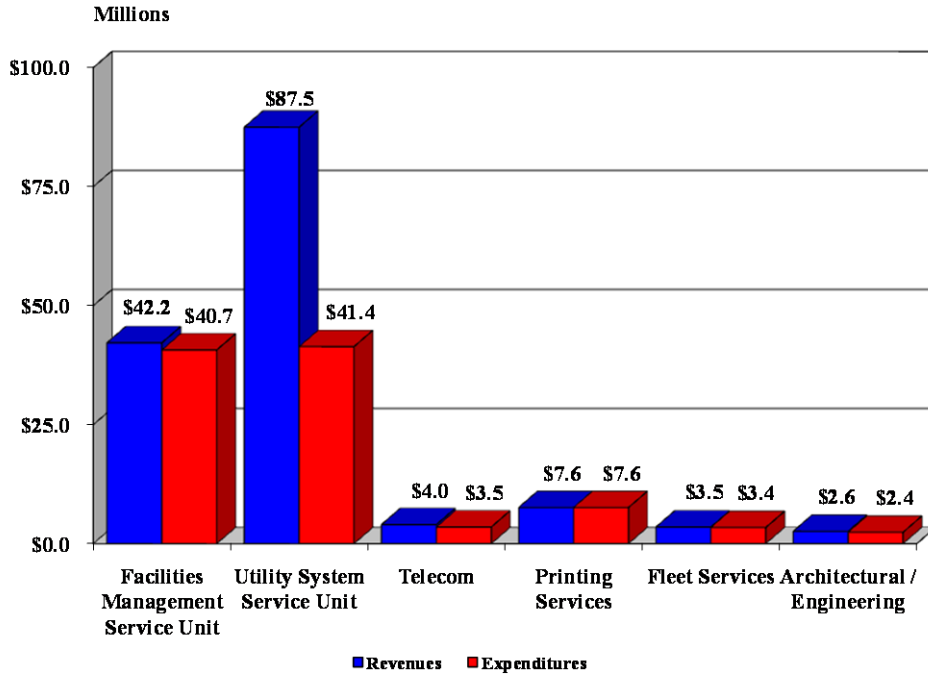
[See page 12 of the QFA.]



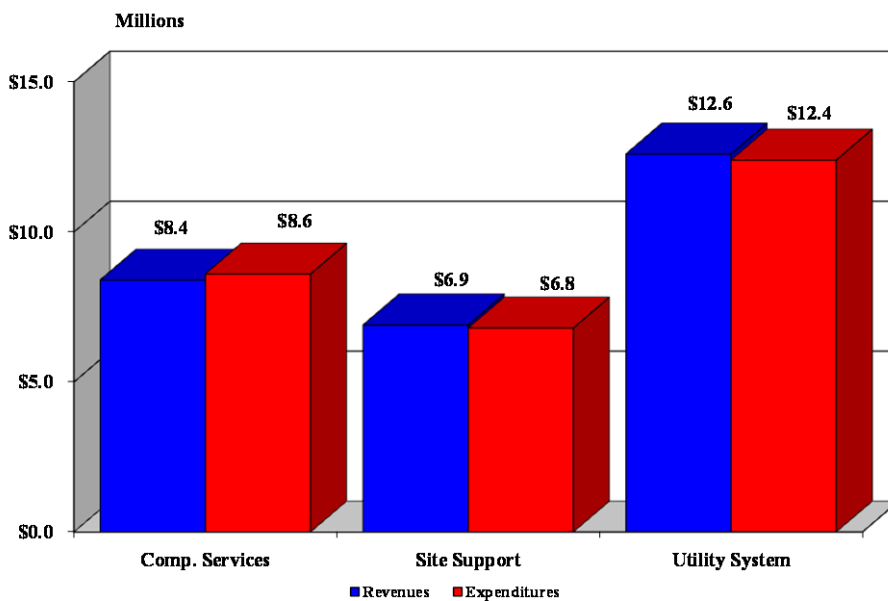
SERVICE UNITS

Revenues and expenditures for major service units (year-to-date revenues of \$2.0 million or more) are detailed below.

Norman [See page 6 of the QFA.]



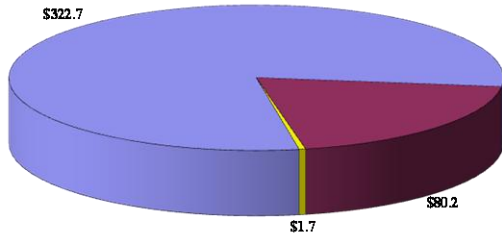
Health Sciences Center [See page 13 of the QFA.]



Professional Practice Plan (PPP)

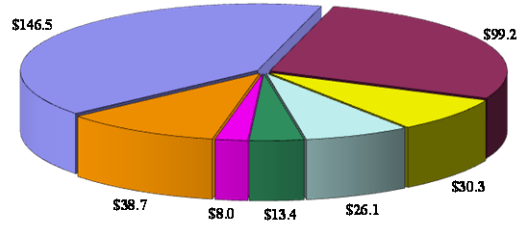
PPP revenues of \$404.6 million (117.6% of current budget) exceeded expenditures of \$362.2 million (105.3% of budget) resulting in a net increase of \$42.4 million. [See page 14 of the QFA.]

Revenues



In Millions
 ■ Professional Fees (79.8%) ■ Other Sources (19.8%) ■ Interest Income (0.4%)

Expenditures

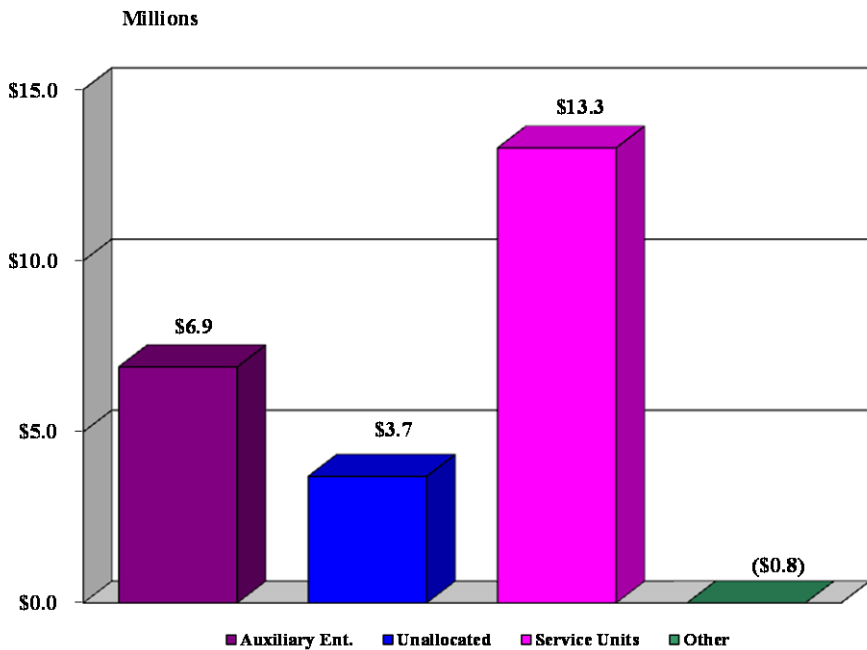


In Millions
 ■ Salaries & Fringe (40.4%) ■ Supplements (27.4%) ■ Supplies (8.4%)
 ■ Contractual (7.2%) ■ Prof. & Tech. Fees (3.7%) ■ Insurance Premiums (2.2%)
 ■ Other (10.7%)

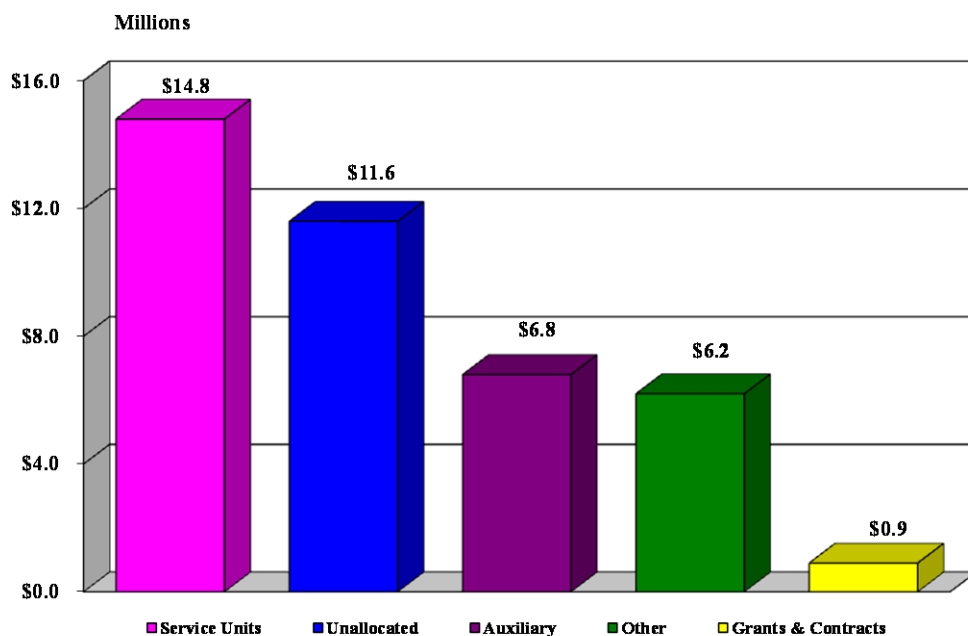
RESERVES

Discretionary reserves for the Norman Campus and the Health Sciences Center totaled \$23.1 million and \$40.3 million, respectively, at June 30, 2011. [See page 16 of the QFA.]

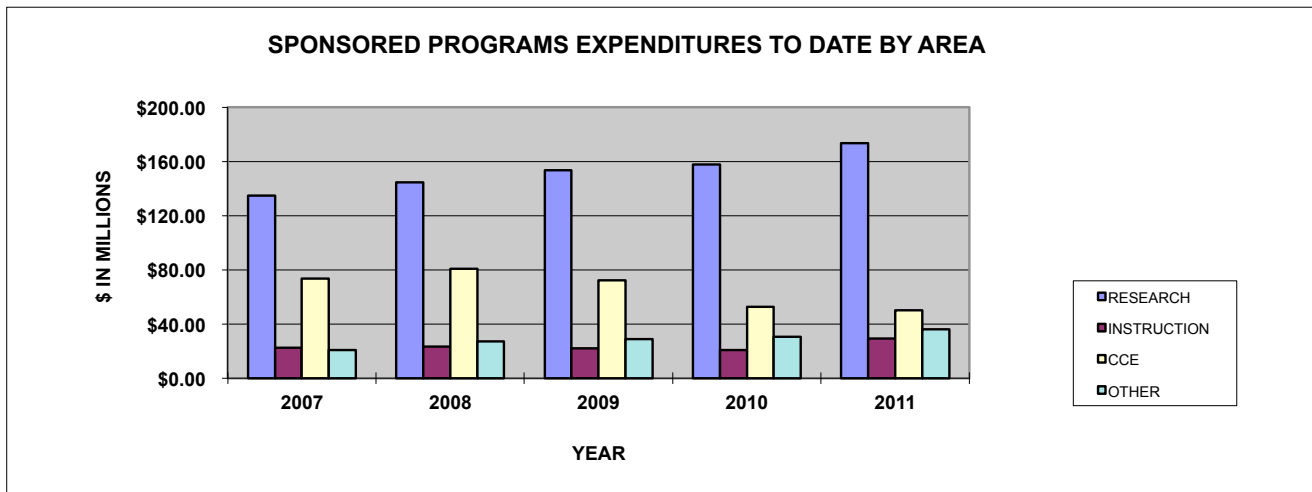
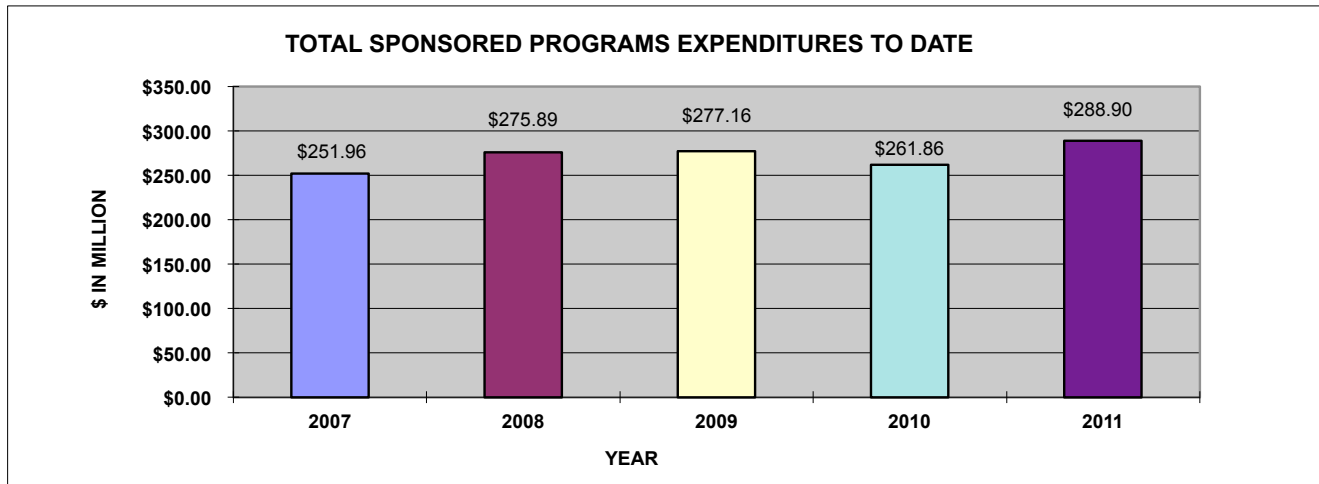
Norman Campus



Health Sciences Center

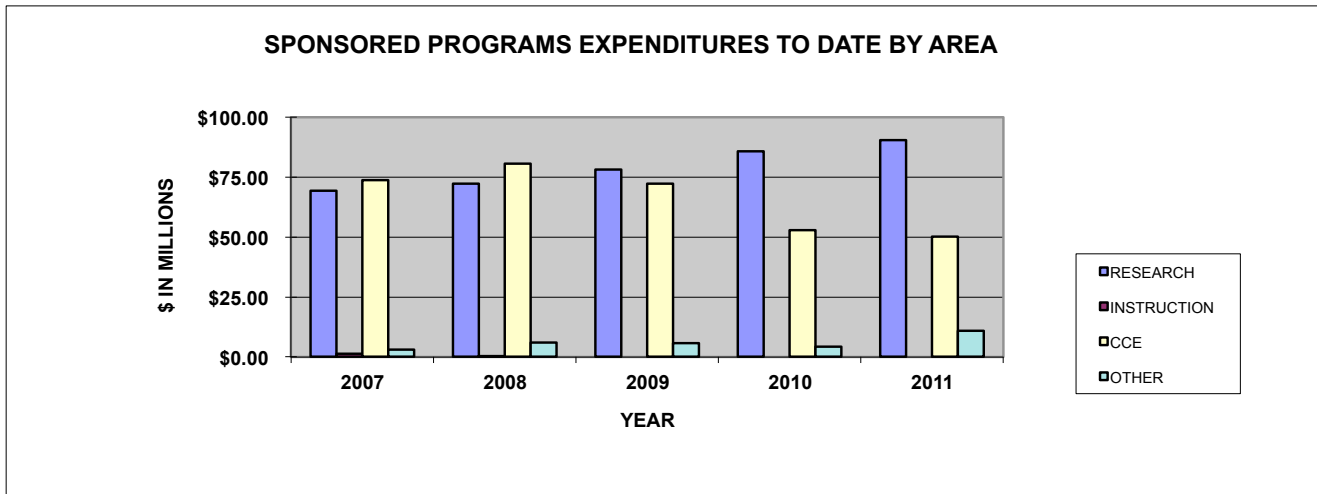
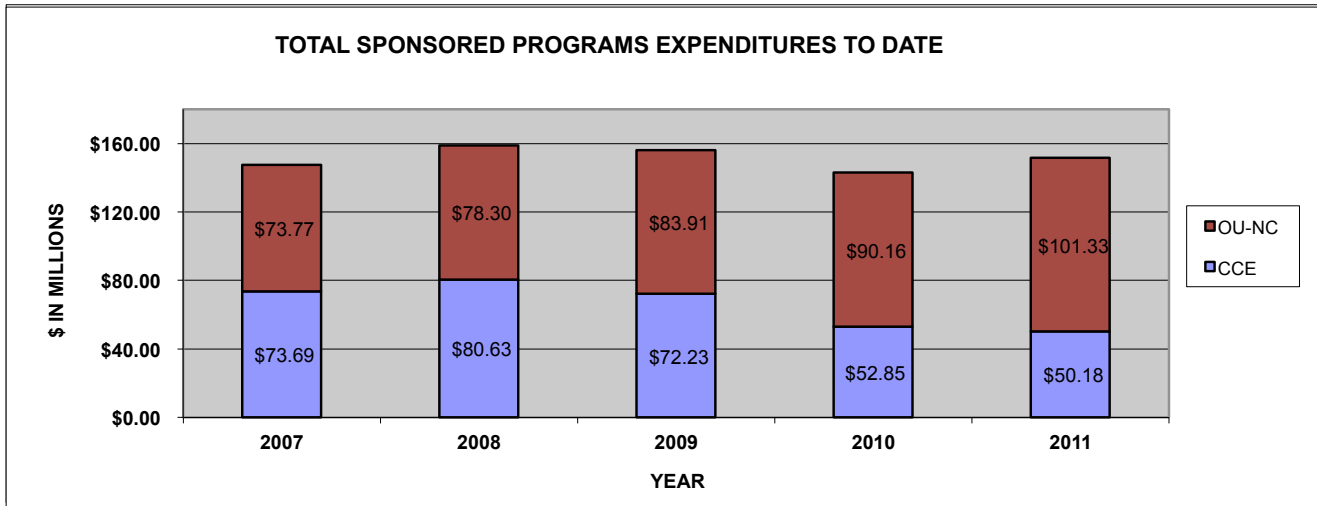


HEALTH SCIENCES CENTER AND NORMAN CAMPUS



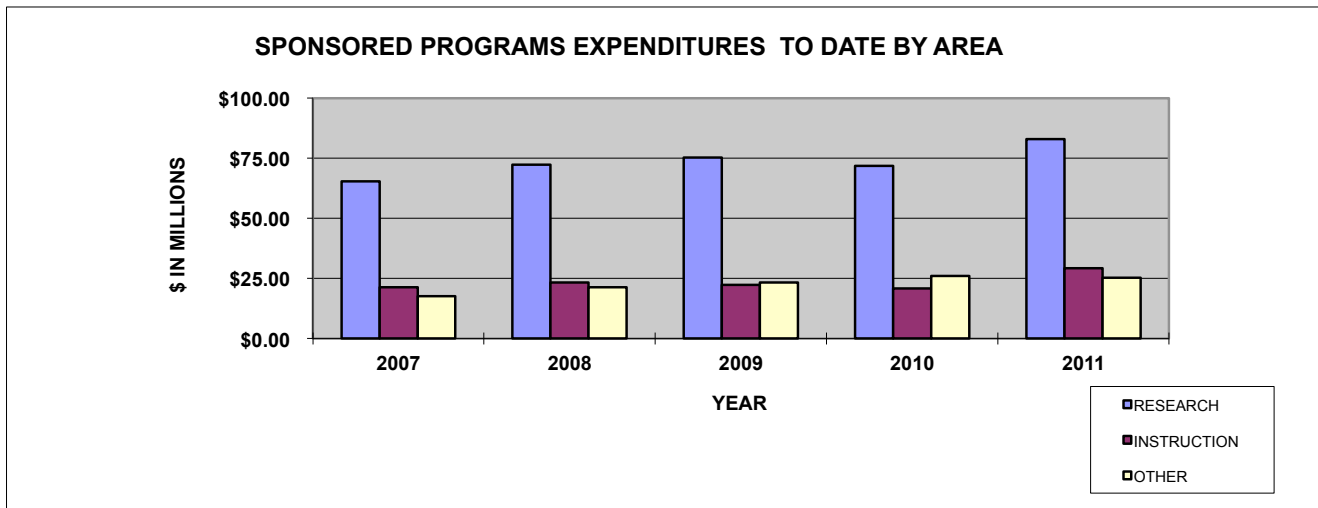
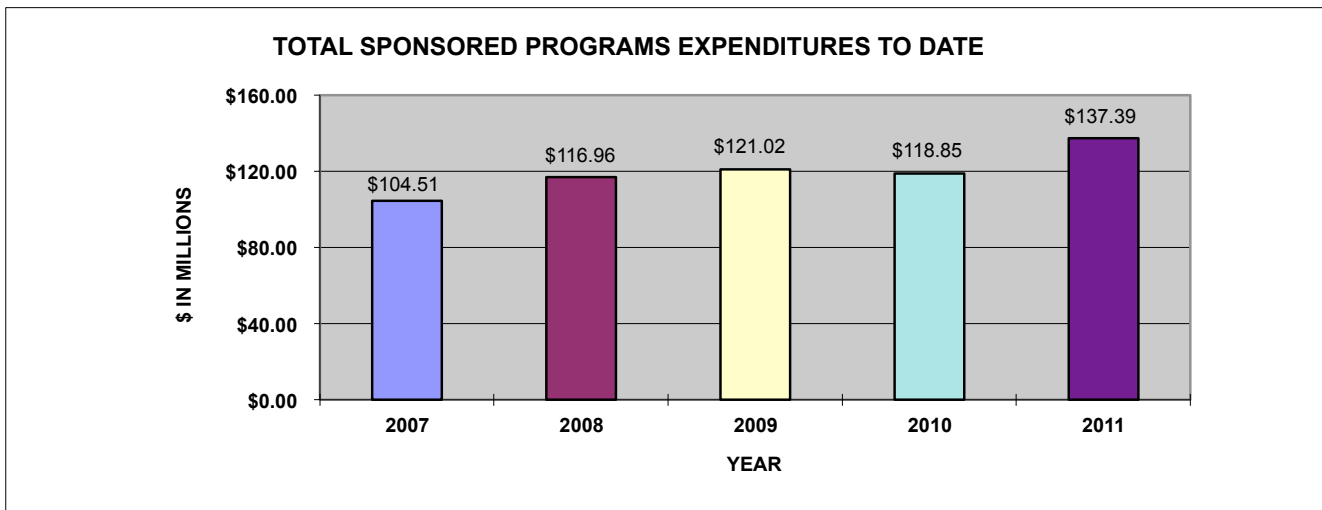
| | FY 2011 YEAR | YEAR %CHANGE | FY 2010 YEAR | 2011 JUNE | MONTH %CHANGE | 2010 JUNE |
|--------------|-----------------------|-----------------|-----------------------|----------------------|------------------|----------------------|
| RESEARCH | \$ 173,316,407 | 9.92% | \$ 157,670,594 | \$ 21,182,044 | 14.78% | \$ 18,454,354 |
| INSTRUCTION | \$ 29,228,542 | 40.49% | \$ 20,804,376 | \$ 6,091,156 | 217.80% | \$ 1,916,658 |
| CCE | \$ 50,184,029 | -5.04% | \$ 52,848,633 | \$ 4,124,273 | 0.26% | \$ 4,113,402 |
| OTHER | \$ 36,172,776 | 18.47% | \$ 30,534,239 | \$ 1,512,853 | -47.96% | \$ 2,907,221 |
| TOTAL | \$ 288,901,754 | 10.33% | \$ 261,857,842 | \$ 32,910,326 | 20.15% | \$ 27,391,635 |

NORMAN CAMPUS



| | FY 2011 YEAR | YEAR %CHANGE | FY 2010 YEAR | | 2011 JUNE | MONTH %CHANGE | 2010 JUNE |
|--------------|-----------------------|-----------------|-----------------------|--|----------------------|------------------|----------------------|
| RESEARCH | \$ 90,442,043 | 5.46% | \$ 85,761,619 | | \$ 10,311,479 | -1.49% | \$ 10,467,809 |
| INSTRUCTION | \$ - | - | \$ - | | \$ - | - | \$ - |
| CCE | \$ 50,184,029 | -5.04% | \$ 52,848,633 | | \$ 4,124,273 | 0.26% | \$ 4,113,402 |
| OTHER | \$ 10,883,669 | 147.48% | \$ 4,397,851 | | \$ 295,223 | 18.26% | \$ 249,637 |
| TOTAL | \$ 151,509,741 | 5.94% | \$ 143,008,103 | | \$ 14,730,975 | -0.67% | \$ 14,830,848 |

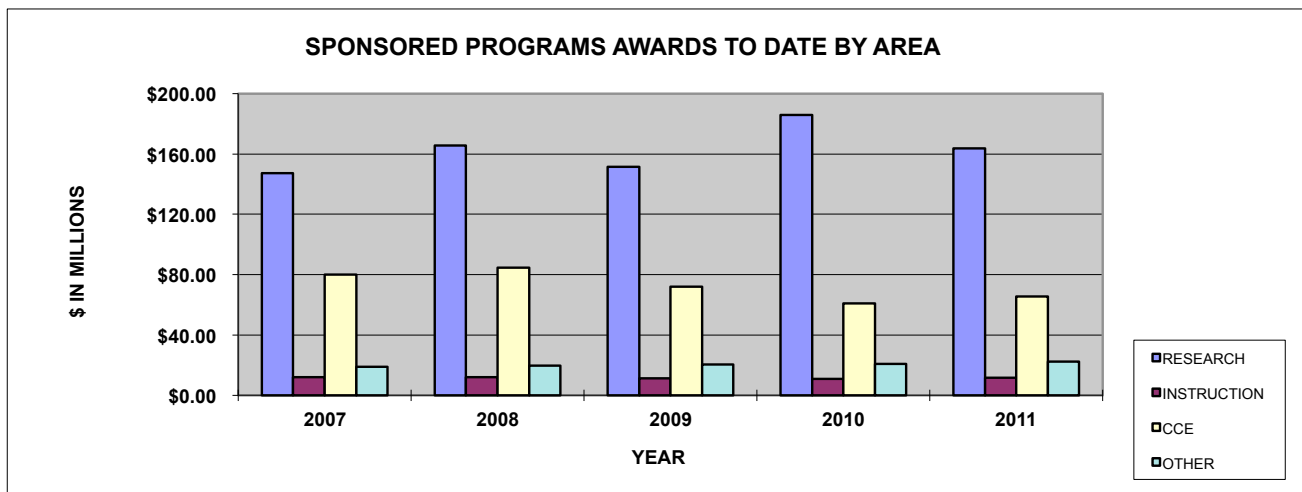
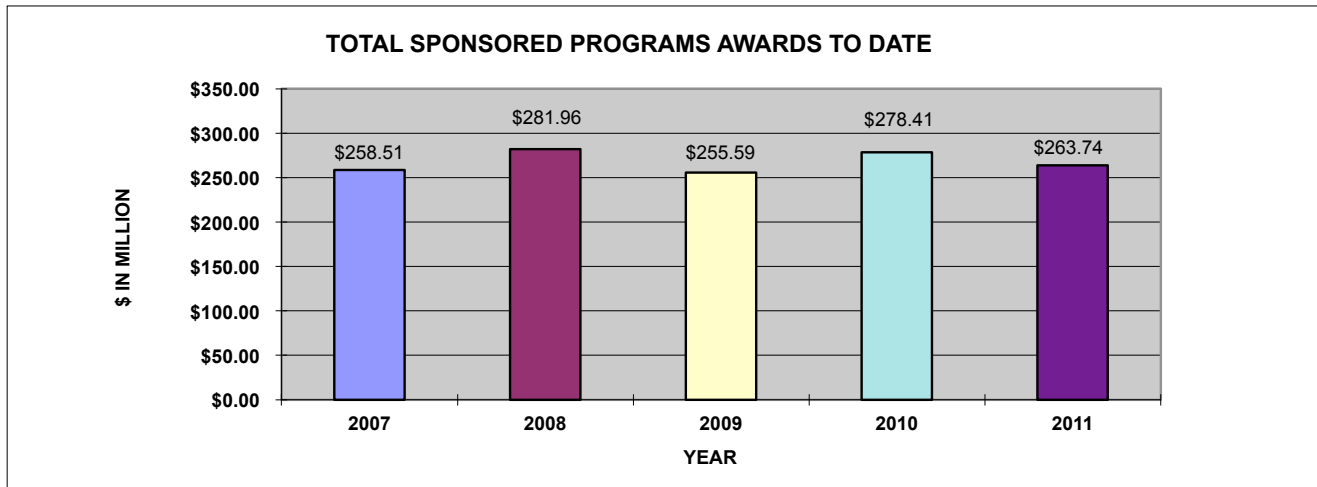
HEALTH SCIENCES CENTER



| | FY 2011 YEAR | YEAR %CHANGE | FY 2010 YEAR | | 2011 JUNE | MONTH %CHANGE | 2010 JUNE |
|--------------|-----------------------|-----------------|-----------------------|--|----------------------|------------------|----------------------|
| RESEARCH | \$ 82,874,364 | 15.25% | \$ 71,908,975 | | \$ 10,870,565 | 36.11% | \$ 7,986,545 |
| INSTRUCTION | \$ 29,228,542 | 40.49% | \$ 20,804,376 | | \$ 6,091,156 | 217.80% | \$ 1,916,658 |
| OTHER | \$ 25,289,107 | -3.24% | \$ 26,136,388 | | \$ 1,217,630 | -54.18% | \$ 2,657,584 |
| TOTAL | \$ 137,392,013 | 15.60% | \$ 118,849,739 | | \$ 18,179,351 | 44.73% | \$ 12,560,787 |

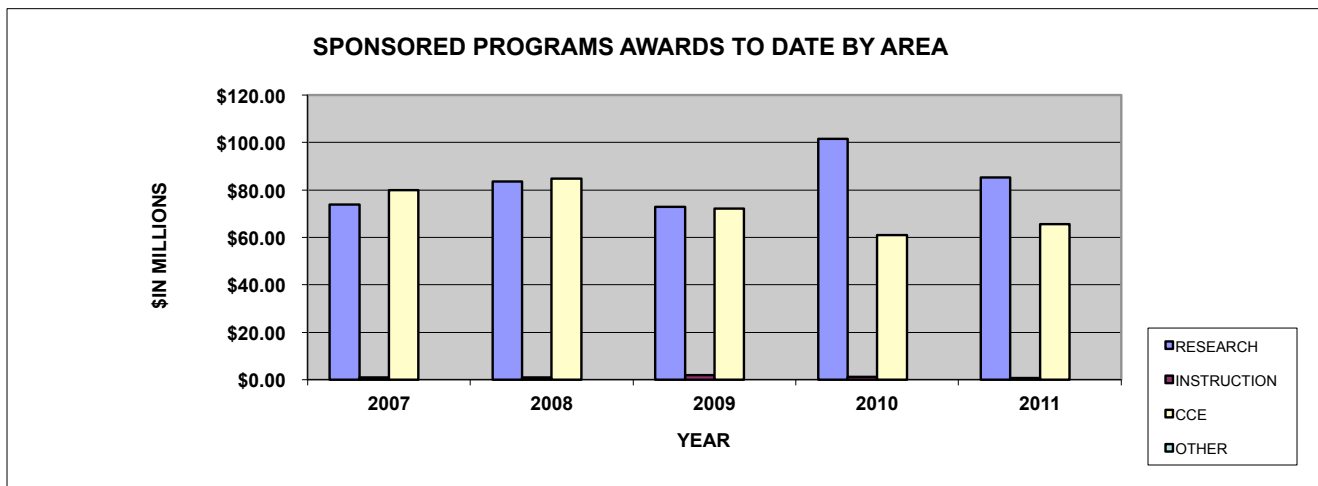
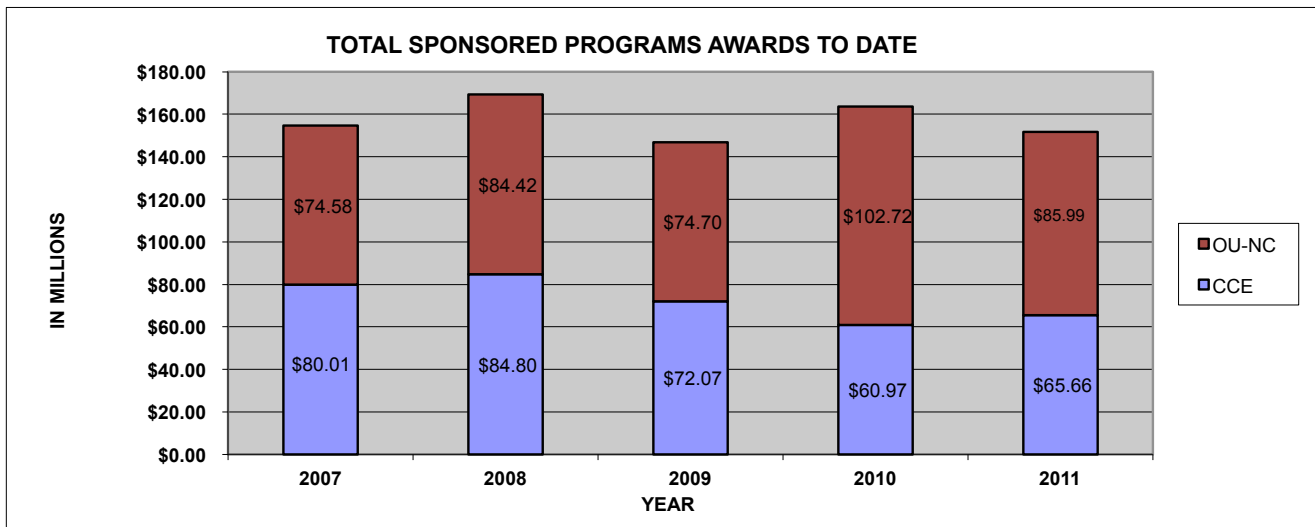
HEALTH SCIENCES CENTER

NORMAN CAMPUS AND HEALTH SCIENCES CENTER



| | FY 2011 YEAR | YEAR %CHANGE | FY 2010 YEAR | 2011 JUNE | MONTH %CHANGE | 2010 JUNE |
|--------------|-----------------------|-----------------|-----------------------|----------------------|------------------|----------------------|
| RESEARCH | \$ 163,892,032 | -11.85% | \$ 185,927,743 | \$ 16,189,406 | -40.56% | \$ 27,237,226 |
| INSTRUCTION | \$ 11,857,659 | 9.53% | \$ 10,825,895 | \$ - | -100.00% | \$ 1,148,000 |
| CCE | \$ 65,661,275 | 7.70% | \$ 60,967,014 | \$ 5,017,748 | 640.57% | \$ 677,552 |
| OTHER | \$ 22,333,675 | 7.93% | \$ 20,691,949 | \$ 8,412 | -99.46% | \$ 1,547,446 |
| TOTAL | \$ 263,744,641 | -5.27% | \$ 278,412,601 | \$ 21,215,566 | -30.69% | \$ 30,610,224 |

NORMAN CAMPUS



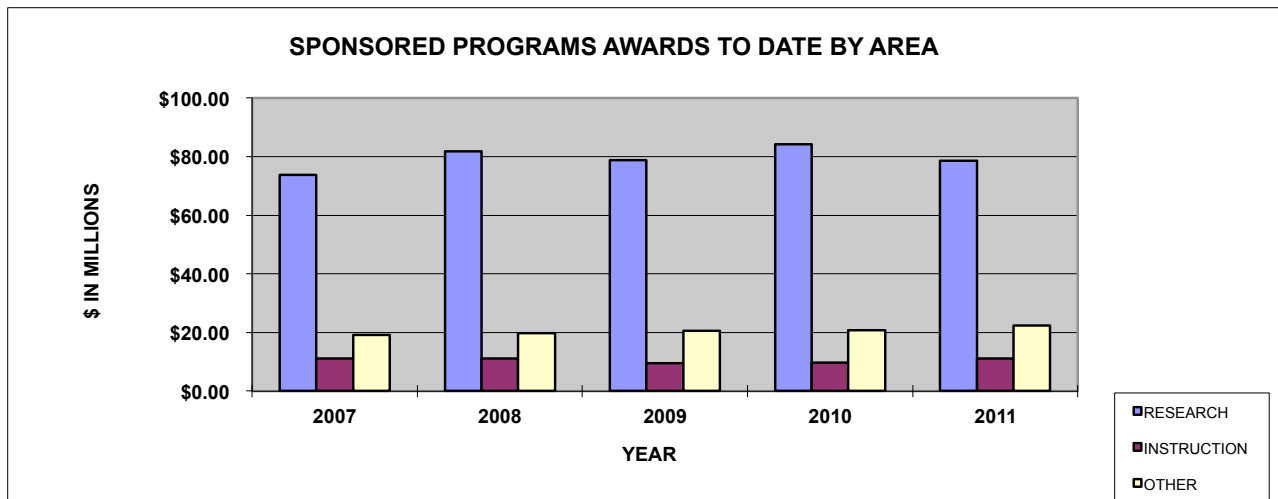
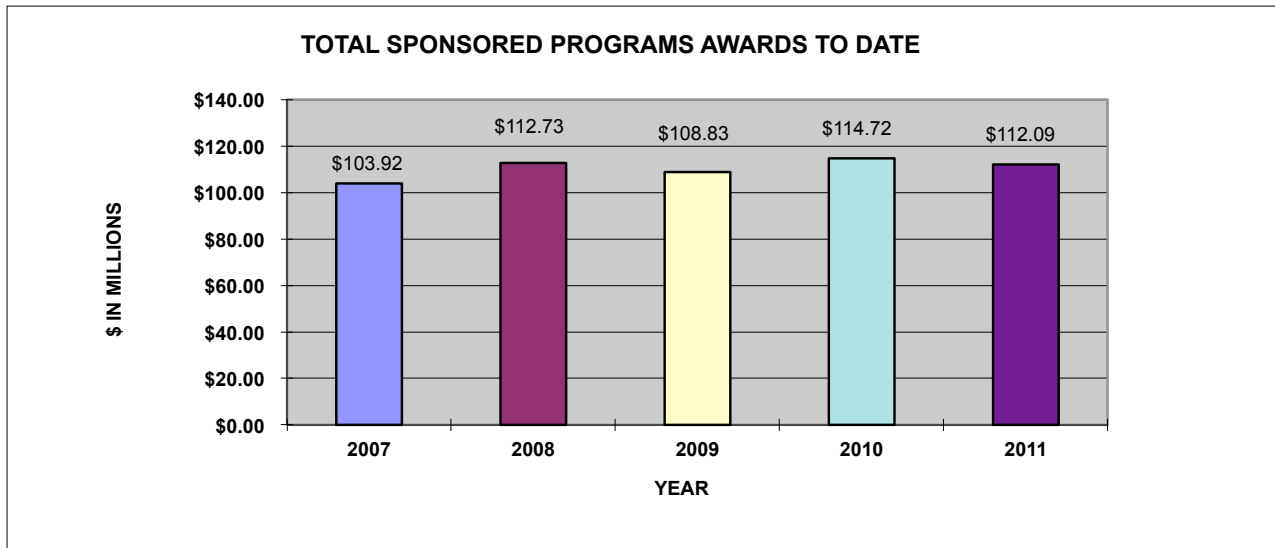
| | FY 2011 YEAR | YEAR %CHANGE | FY 2010 YEAR | 2011 JUNE | MONTH %CHANGE | 2010 JUNE |
|--------------|-----------------------|---------------|-----------------------|----------------------|---------------|----------------------|
| RESEARCH | \$ 85,280,886 | -16.09% | \$ 101,629,411 | \$ 7,860,599 | -40.51% | \$ 13,212,308 |
| INSTRUCTION | \$ 708,152 | -35.32% | \$ 1,094,930 | \$ - | - | \$ - |
| CCE | \$ 65,661,275 | 7.70% | \$ 60,967,014 | \$ 5,017,748 | 640.57% | \$ 677,552 |
| TOTAL | \$ 151,650,313 | -7.36% | \$ 163,691,355 | \$ 12,878,347 | -7.28% | \$ 13,889,860 |

NORMAN CAMPUS

**NORMAN CAMPUS
REPORT OF CONTRACTS AWARDED (OVER \$250K)
MAY and JUNE 2011**

| AWD # | AGENCY | TITLE | VALUE | PERIOD | PI(S) |
|--------------|-----------------------------------|--|--------------------|---------------|---------------------------|
| 115403000 | NP-EDC | Southwest Regional Expert Team (SWRET) | \$1,307,405 | 12 Mons. | Biscoe, B. - CCE CSSWPC |
| 115206200 | OK-DHS | IT Help Desk FY11 | \$1,042,165 | 12 Mons. | Funston, B. - CCE CSCPM |
| 115206300 | OK-DHS | Abuse & Neglect Hotline FY12 | \$647,516 | 12 Mons. | Funston, B. - CCE CSCPM |
| 115205900 | OK-DHS | OSIS FY12 | \$1,629,150 | 12 Mons. | Funston, B. - CCE CSCPM |
| 115206100 | OK-DHS | OK DHS Live! FY12 | \$884,778 | 12 Mons. | Funston, B. - CCE CSCPM |
| 115205300 | OK-HEAL | OSDH Workforce Development FY11 | \$302,137 | 12 Mons. | Funston, B. - CCE CSCPM |
| 115206000 | OK-DHS | OK City Contact Center (Dial) FY12 | \$773,481 | 12 Mons. | Funston, B. - CCE CSCPM |
| 112049 | US DHHS | Biomechanical Measurement and Modeling of Normal and Diseased Middle Ear | \$351,734 | 12 Mons. | Gan, R. - AME |
| 110301 | US DHHS | Human Intestinal Microbial Ecologies of Indigenous communities | \$317,285 | 12 Mons. | Lewis, C. - Anth |
| 110298 | Conoco Phillips | Unconventional Shale Gas Consortium | \$400,000 | 24 Mons. | Sondergeld, C. - PGE |
| 110298 | EnCana | Unconventional Shale Gas Consortium | \$400,000 | 24 Mons. | Sondergeld, C. - PGE |
| 110298 | Pioneer Natural Resources Company | Unconventional Shale Gas Consortium | \$400,000 | 24 Mons. | Sondergeld, C. - PGE |
| 110298 | Reliance Energy | Unconventional Shale Gas Consortium | \$400,000 | 24 Mons. | Sondergeld, C. - PGE |
| 110298 | Total Fina Elf E&P USA, Inc. | Unconventional Shale Gas Consortium | \$399,975 | 24 Mons. | Sondergeld, C. - PGE |
| 110263 | Un of Neb - Lincoln | Languages and Literacies of the Americas | \$254,771 | 47 Mons. | Tamulevich, A. - OU Press |
| TOTAL | 15 | | \$9,510,397 | | |

HEALTH SCIENCES CENTER



| | FY 2011 YEAR | YEAR %CHANGE | FY 2010 YEAR | 2011 JUNE | MONTH %CHANGE | 2010 JUNE |
|--------------|-----------------------|-----------------|-----------------------|---------------------|------------------|----------------------|
| RESEARCH | \$ 78,611,146 | -6.75% | \$ 84,298,332 | \$ 8,328,807 | -40.61% | \$ 14,024,918 |
| INSTRUCTION | \$ 11,149,507 | 14.58% | \$ 9,730,965 | \$ - | -100.00% | \$ 1,148,000 |
| OTHER | \$ 22,333,675 | 7.93% | \$ 20,691,949 | \$ 8,412 | -99.46% | \$ 1,547,446 |
| TOTAL | \$ 112,094,328 | -2.29% | \$ 114,721,246 | \$ 8,337,219 | -50.14% | \$ 16,720,364 |

HEALTH SCIENCES CENTER

HEALTH SCIENCES CENTER**REPORT OF CONTRACTS AWARDED (OVER \$250K)**

MAY 2011

| AWARD NO. | AGENCY | TITLE | VALUE | PERIOD | PI(S) |
|------------------|--|--|------------------|---------------|--|
| 20071270 | National Eye Institute | Compacted DNA Nanoparticles for Ocular Therapy | 329,625 | 24 mos. | Naash,Muna Cell Biology |
| 20071515 | National Heart, Lung and Blood Institute | Reactive Nitrogen Species and Accelerated Artheroscleros | 362,588 | 34 mos. | Zou,Ming-Hui Molecular Medicine |
| 20072396 | Natl Inst Allergy & Infectious Diseases | Haemophilus Influenzae Iron/Heme Regulon | 293,696 | 48 mos. | Stull, Terrence Pediatrics - Administration |
| 20092243 | National Cancer Institute | G Proteins and Their Receptors in Tumor Cell Metastasis | 268,470 | 36 mos. | Dhanasekaran,Natarajan Stephenson Cancer Center |
| 20100788 | Sarah Cannon Research Institute | Research Site Development and Services | 1,717,500 | 25 mos. | McMeekin,Scott Stephenson Cancer Center |
| 20110005 | National Heart, Lung and Blood Institute | Biologic Evaluation of Liposome-Encapsulated Hemoglobin | 370,000 | 48 mos. | Awasthi,Vibhudutta Pharmaceutical Sci Sponsored |
| TOTALS: | 6 | | 3,341,879 | | |

HEALTH SCIENCES CENTER**REPORT OF CONTRACTS AWARDED (OVER \$250K)**

JUNE 2011

| AWARD NO. | AGENCY | TITLE | VALUE | PERIOD | PI(S) |
|------------------|--|--|------------------|---------------|--|
| 20062348 | National Eye Institute | Regulation of Scleral and Remodeling in Myopia | 315,412 | 36 mos. | Wiechmann,Jody Ann Cell Biology |
| 20062351 | National Center for Research Resources | Development of SPF Baboon Colony | 655,385 | 36 mos. | White,Gary Lynn Comparative Medicine |
| 20070739 | Natl Ctr Minority Health & Health Dispar | Oklahoma Center for American Indian Diabetes Health Disp | 1,226,485 | 12 mos. | Henderson,Joseph Neil Medicine portion of OCAIDHD |
| 20070780 | National Heart, Lung and Blood Institute | Systemic Events in Clostridium Difficile Assoc Disease | 364,204 | 33 mos. | Ballard,Jimmy D. Micro&Immun Grants/SPNSR funds |
| 20072033 | National Center for Research Resources | Baboon Research Resource Program | 1,167,883 | 12 mos. | White,Gary Lynn Comparative Medicine |
| 20080795 | National Heart, Lung and Blood Institute | AMPK as a Redox Sensor and Modulator | 366,250 | 36 mos. | Zou,Ming-Hui Molecular Medicine |
| 20081297 | National Eye Institute | A New Pathogenic Mechanism for Diabetic Retinopathy | 351,600 | 24 mos. | Ma,Jian-Xing Physiology |
| 20090017 | Department of the Army | The Role Neuropiliand and Vascular Endothelien Growth Fa | 437,414 | 24 mos. | Saban,Ricardo Physiology |
| 20090027 | National Heart, Lung and Blood Institute | Autoimmune Determinants of Human Cardiac Myosin | 659,377 | 34 mos. | Cunningham,Phina M Micro&Immun Grants/SPNSR funds |
| 20100788 | Sarah Cannon Research Institute | Research Site Development and Services | 391,527 | 37 mos. | McMeekin,Scott Stephenson Cancer Center |
| 20101054 | National Heart, Lung and Blood Institute | Prevention of High Fat Diet-Induced Vascular Injury | 370,000 | 22 mos. | Zou,Ming-Hui Molecular Medicine |
| 20111496 | Maruho Co., Ltd. | A Randomized, Placebo-Controlled, Double-Blind, Parallel | 277,560 | 37 mos. | Allen,Pamela Dermatology |
| TOTALS: | 12 | | 6,583,097 | | |

4.11—BUYING AND SELLING GOODS AND SERVICES

4.11.1—POLICY

The University's legal capacity to acquire goods and services from others in exchange for payment, and to provide goods and services to others in exchange for revenue, originates with the Board of Regents. University funds are budgeted on an annual basis, and these budgets are approved by the Board of Regents. The Board of Regents recognizes that this is a large institution with sizeable annual cash flow, and realizes that substantial authority must be delegated.

4.11.2—BUYING GOODS AND SERVICES

The University purchases a substantial volume of goods and services. Except in certain limited situations, University employees shall acquire these goods and services through an open and competitive process aimed at fairness to interested suppliers and best value for the University. Competition allows for the use of new technology in communications and of prior competitive history. Existing contracts established by cooperative associations and state and federal entities that meet the criteria for formal competitive process may be considered competitively bid. University departments are encouraged to request and receive assistance from the Purchasing Department for all purchases, regardless of the dollar amount.

4.11.3—PURCHASES THAT MUST BE PROCESSED THROUGH THE PURCHASING DEPARTMENT

Generally, the dollar amount of a purchase determines whether it must be processed through the Purchasing Department. The dollar limitations are on a per-transaction basis and are not cumulative. However, certain purchases, regardless of dollar amount, must be processed through the Purchasing Department:

- 1) If the purchase involves a contractual document of any kind, or if it is a type of product or service that would reasonably involve a contractual document, it must be signed and approved as provided by Board of Regents' Policy. The College of Continuing Education is authorized to review contractual documents related to conferences and seminars it holds or coordinates pursuant to its mission. The reason for contract review is to avoid obligating the University to any terms or conditions that may conflict with the State Constitution, statutes, or case law; and to avoid binding the University to any duties or liabilities against its best interests. Examples of purchases that must be processed through the Purchasing Department include:
 - Leases
 - Use Licenses (such as for software, intellectual property)
 - Services
- 2) Purchases involving radioactivity (to ensure appropriate regulatory authorities are involved).
- 3) Purchases involving a laboratory animal (to ensure appropriate regulatory authorities are involved).
- 4) Purchases involving space maintenance or minor construction (to ensure that Physical Plant Facilities Management/Site Support can exercise appropriate oversight).
- 5) Purchases involving any other special product or service that requires prior approval from a University department with special responsibility and authority over such product or service.

Because of their extreme importance to the University, purchases of air charter services (such as for athletic teams or other groups) must be processed through the Purchasing Department. The preeminent issues are the health, safety and welfare of University students and employees, the reliability of aircraft, and the reliability and quality of services. Secondary issues are overall value of services and an efficient

competitive process. The Purchasing Director shall be responsible for conducting the process. Qualified air charter companies will be identified using stringent standards. Identified companies will be asked to provide offers for air services. The process and award will be conducted competitively and in a manner that fully addresses all vital issues. When the cost of a single air service contract exceeds the purchase authority granted to the President, the President, with the concurrence of the Norman Campus Committee of the Board of Regents, is authorized to make fast track decisions up to \$300,000 if the decision is essential to fulfilling program requirements or if the decision will be to the University's advantage economically.

Unless otherwise exempt, purchases exceeding \$50,000 must be processed through the Purchasing Department. If competition is required, it must be conducted formally. Splitting orders to avoid this dollar limit is prohibited. A professional buyer from the Purchasing Department must place any resulting order.

Unless otherwise exempt, purchases above \$5,000 and not exceeding \$50,000 must be processed through the Purchasing Department. ~~If competition is required, it must be conducted formally.~~ Splitting orders to avoid this dollar limit is prohibited. Competition may be conducted by the ordering department and the results submitted to the Purchasing Department, which may rely on such results, or conduct further competition. A professional buyer from Purchasing Department must place any resulting order.

4.11.4—PURCHASES THAT ARE NOT REQUIRED TO BE PROCESSED THROUGH THE PURCHASING DEPARTMENT

Because of their unique or peculiar nature, the following types of purchases do not require formal competition or processing by the Purchasing Department. The dollar limits are on a per-transaction basis and are not cumulative.

- Purchases by University departments from University Auxiliary Enterprises, Service Units, or other University units engaged in the resale of products or services in accordance with their mission.
- Purchases up to \$50,000 of legal, medical, accounting, consulting, architectural, engineering, interior design, appraisal, landscape design, real estate agency, or similar professional services, only when such services are ordered by executive level officers of the University pursuant to University-wide matters of importance, and only when such services represent discrete short-term engagements with specific terminal objectives. Purchases of professional services shall be coordinated in advance with the applicable University department; e.g. legal service shall be coordinated with the Office of Legal Counsel.
- Purchases up to \$50,000 of those products or services available through the contracts maintained in the University's electronic marketplace.
- Such other purchases as may be identified by the Vice Presidents for ~~Administrative Affairs~~ Administration & Finance and approved by the President.

Because they are covered by separate policies and procedures, the following types of purchases do not typically require processing by the Purchasing Department. The dollar limits are on a per-transaction basis and are not cumulative. However, the requirement for competition may still apply, and the requirement for processing by another University department may apply.

- Individual travel costs (airfare, hotel, ground transportation, conference registrations, etc.) by employees attending conferences, seminars, and the like pursuant to official University business (governed by separate policies on travel reimbursement).
- Architectural, engineering, construction, design consultants, and construction management services related to major real property construction and renovation of University capital assets (such services shall be secured be accordance with applicable law).

Unless they are otherwise governed, restricted, or addressed by ~~University policy~~ Board of Regents' Policy, purchases of \$5,000 or less do not require competition or processing by the Purchasing Department, although competition is recommended. Splitting orders to take advantage of this dollar limit is prohibited. The ordering department shall ensure that such purchases meet all other requirements including, but not limited to legality, availability of funding, and whether the purchase is allowable, as in the case of a sponsored grant or contract.

4.11.5—PURCHASES THAT REQUIRE THE ASSISTANCE AND REVIEW OF THE PURCHASING DEPARTMENT

To ensure effective and efficient mission accomplishment, the Purchasing Department, in meeting the requirement for a professional buyer to place an order, may establish for University departments orders that specify time frames, dollar limits, and product/service categories. Such orders may be established in response only to mission-critical needs that cannot otherwise be met timely or that cannot otherwise benefit from the direct involvement of the Purchasing Department. Such orders permit University departments to place orders with vendors, up to the specified dollar limits. Departmental requests for such orders shall be communicated in writing and approved by an administrative officer of the department/school/administrative office before being forwarded to the Purchasing Department. The Purchasing Department shall maintain a list of such orders and provide such list to the appropriate Vice President for ~~Administrative Affairs~~ Administration & Finance no less frequently than quarterly. The Purchasing Department shall continually review such orders for need and shall audit their usage for compliance with the principles of competition, fairness, and best value. The Purchasing Department may terminate any such order when the need for it no longer exists, if there is evidence of noncompliance, or for similar reasons.

4.11.6—PURCHASES FROM AUXILIARY ENTERPRISES AND SERVICE UNITS

University Auxiliary Enterprises and Service Units offer various products and services for sale. Examples are food services, printing services, and maintenance and repair of working spaces. Any excess of revenues over expenses generated by these entities is used to ensure future operations, renew and replace plant and equipment, and contribute back to the University's education and research missions through Presidential priorities. When a University department purchases such products or services, the University department must allow the related Auxiliary Enterprise or Service Unit first opportunity at the transaction. Such purchases may be awarded to outside vendors only upon sufficient justification or upon refusal by the Auxiliary Enterprise or Service Unit.

4.11.7—SUBMITTING PURCHASES TO THE BOARD OF REGENTS FOR APPROVAL AND REPORTING OTHER PURCHASES

Separate and apart from the policies and procedures governing competition and processing by the Purchasing Department, the following conditions govern those purchases that must be submitted to the Board of Regents for prior approval, those purchases that must be reported to the Board of Regents at least quarterly, and those purchases that are exempt from either the approval or reporting requirements. The dollar limitations are on a per-transaction basis and are not cumulative.

- Purchases over \$250,000 must be submitted to the Board of Regents for prior approval; sole source purchases in this category must be identified as such; changes that would increase the financial obligation of the University by more than 15% must be submitted to the Board of Regents for approval.
- Purchases above \$50,000 but not exceeding \$250,000 must be reported to the Board of Regents at least quarterly; sole source purchases in this category must be reported separately and identified as such.

- Any agreement or obligation that would establish or make policy for the University, or would otherwise involve substantial or significant expenditures must be submitted to the Board of Regents for approval.
- Purchases of air charter services must be reported to the Board of Regents at the meeting of next earliest opportunity.
- Purchases by University departments from University Auxiliary Enterprises or Service Units are exempt from the approval and reporting requirements.
- Purchases of products, services, and utilities for resale, including minor operating supplies consumed in the resale process, by University Auxiliary Enterprises or Service Units or other University units engaged in the resale of products or services in accordance with their mission, are exempt from the approval and reporting requirements.
- 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.
- Subcontract and subrecipient agreements and the related orders issued pursuant to sponsored grants or contracts that have been ratified by the Board of Regents are exempt from the approval and reporting requirements.
- Purchases of property designated as surplus by federal agencies, state agencies, county governments, municipalities, school districts, other institutions of higher education, and similar bodies are exempt from the approval and reporting requirements.
- Payments to federal agencies, state agencies, county governments, municipalities, school districts, other institutions of higher education, and similar bodies for products and services in situations that cannot reasonably be subjected to the competitive process are exempt from the approval and reporting requirements.

4.11.8—SOLE SOURCE PURCHASES

The following policy regarding sole source purchases explains why a particular action may not be subject to competition. However, it does not affect the criteria governing when a purchase must be processed through the Purchasing Department. Other than the requirement for competition, sole source purchases are subject to the same policies and procedures set forth above.

A sole source purchase is any purchase which, by the specifications needed by the requestor or by the specific restrictions imposed by a funds provider, restricts the action to one supplier or to one brand name. The sole source determination and justification shall not be based upon personal or professional preference of the requestor. Justification shall be objective rather than subjective.

A major component of a sole source purchase is the determination of fairness of price. Even though a material, service or supplier may truly fit the conditions of sole source, the requestor shall demonstrate that the related price is fair and reasonable.

Any requestor or buyer who knowingly executes a sole source purchase when, in fact, it is not one, may be subject to administrative action.

The Purchasing Director is responsible for developing and maintaining the specific guidelines and forms necessary for requestors to document and justify proposed sole source purchases, and has the authority to challenge and deny requested actions that lack sufficient justification. The completed and executed forms shall be an integral part of the procurement file, available for inspection and audit by appropriate authorities.

4.11.9—~~INVENTORY~~ PROPERTY CONTROL AND CAPITALIZATION OF CERTAIN PURCHASES, GIFTS OR OTHER ACQUISITIONS

In addition to the policies and procedures governing the acquisition of products and services, the following requirements apply to certain purchases, gifts or other acquisitions.

Capital assets coming under the control of a University department, whether through purchase, gift or otherwise, shall be recorded in the University's inventory system. Additionally, capital assets that are movable shall be tagged. If a movable capital asset is transferred from one location to another, the transferring department shall report such movement to the appropriate inventory control office, and the new location shall be recorded in the system.

For purposes of this policy, a capital asset is one that meets the federal useful life and cost criteria specified in the Office of Management and Budget Circular A-21, as may be amended or ~~superseded~~ superseded.

The President or President's designee may impose inventory controls above and beyond those required in OMB circular A-21, as may be amended or ~~superseded~~ superseded.

4.11.10—ACQUISITION OF SURPLUS PROPERTY

The following University officers are authorized to sign contractual documents and enter into negotiations as necessary in the acquisition of surplus property from federal agencies, state agencies, county governments, municipalities, school districts, other institutions of higher education, and similar bodies:

- President
- Vice Presidents for ~~Administrative Affairs~~ Administration & Finance
- Controllers
- Assistant Controllers
- Purchasing Director
- ~~Assistant~~ Purchasing Director's Designee

4.11.11—DEMONSTRABLE EMERGENCY

The President shall have authority to approve a financial decision up to \$300,000 in the case of a demonstrable emergency.

4.11.12—SELLING GOODS AND SERVICES

The University provides a substantial volume of goods and services for compensation. To protect and preserve the University's interests and ensure that it remains in compliance with all applicable laws and regulations, related contractual documents must be processed through the University's Legal Counsel Office and any other appropriate office (for example, Grants and Contracts Administration, the Controller, Public Affairs). Such contractual documents should be signed only after all appropriate and required reviews and approvals have been completed. Only an individual to whom the President has delegated the appropriate authority to sign contractual documents in the nature of the document in question may sign the document. Each document involving annual revenues of \$125,000 or more shall be submitted to the Board of Regents for ratification. Additionally, if the agreement would establish or make policy for the University, or would otherwise involve a substantial service to be performed by the University, it must be submitted to the Board of Regents for approval.

Separately, the selling or disposing of excess or obsolete University property shall be carried out in all respects in compliance with governing laws and regulations. Examples of such property are, without limitation, desks, chairs, equipment, furniture, and vehicles. Only appropriate departmental authority (such as vice president, dean, or department head) may declare property as excess or obsolete. The Vice Presidents of Administration & Finance of each campus shall establish the detailed procedures necessary

to ensure that University property is sold or disposed of properly. The detailed procedures shall specifically address and require the complete and irreversible destruction of data on any device (e.g., computers, copiers, printers, PDAs, pads, etc.) that may contain such data.

(RM, 5-10-73, pp. 12157 61, amended 6-13/14-73, 7-26-73, 11-8-73, 12-13-73, 6-13-74, 1-9-75, 9-1-77, 2-8-79, 12-18-80, 9-7-88, 12-7-88, 5-17-89, 6-14-90, 3-7-91, 7-18-91, 12-4-92, 3-29-00, 1-27-04; 6-23-04, p. 29151; 6-23/24/25-08, p. 31291)

The University of Oklahoma
STUDENT ALCOHOL POLICY

All campus-affiliated student organizations and all students who are currently enrolled at the University of Oklahoma or are pre-enrolled for subsequent semesters and have ~~either~~ attended the institution for at least one semester in the current or past academic year are responsible for following federal, state and local laws, the Student Rights and Responsibilities Code of ~~Responsibilities and Conduct~~, and the Student Alcohol Policy.

- (1) All fraternities, sororities, and residence halls shall be dry. Alcoholic beverages will not be allowed inside fraternity houses, sorority houses and OU residence halls or on the grounds surrounding them. Fraternity officers and members will sign an agreement to abide by this policy, which will be strongly enforced. Enforcement for campus alcohol violations and punishments has been increased.
- (2) To curtail alcohol abuse on and off campus, the ~~the~~ University has adopted a mandatory, minimum “3 Three Strikes” policy. The first alcohol violation, whether off campus or on campus, automatically will result in appropriate parent/guardian notification and further alcohol education. A second ~~offense violation~~ will also automatically carry parent/guardian notification and an appropriate sanction. A third violation will result in automatic suspension from the ~~the~~ University for a minimum of one semester. Parents/guardians will be informed of this policy at the time their son or daughter enrolls at OU.
- (3) Events ~~at which~~ where alcohol is served, ~~that which~~ are sponsored by campus-affiliated student organizations, shall be restricted to only Friday nights and Saturday nights.
- (4) Transportation to and from off-campus parties sponsored by campus-affiliated student organizations shall include designated drivers or public transportation provided by the sponsoring group.
- (5) Alcohol education programs have been expanded and all entering undergraduate students, age 22 and under, are required to complete these programs to remain in good standing. In addition, upon joining a fraternity or sorority, new members will participate in a ~~the~~ University-approved alcohol education program before their new member program begins.
- (6) An anonymous, confidential hotline has been established where violations of the anti-hazing and dry fraternity, sorority and residence hall policies may be reported.
- (7) All fraternity and sorority recruitment events are alcohol-free. In addition, regulations have been established for IFC fraternities to regulate summer recruitment activities. These regulations include: mandatory registration of recruitment-related facilities, notification one calendar week prior to recruitment events, and open invitations to IFC and University representatives to attend any recruitment activities.
- (8) Campus-affiliated student organizations are required to present a plan annually for organizationally-sponsored events prior to any activities ~~at which~~ where alcohol is served.
- (9) Fraternity and Sorority Student Life has enhanced the University’s statement on prohibited hazing activities. Fraternity and sorority officers will sign a pledge to abide by this policy and report violations. It will also be provided to new members who will sign a statement promising to report violations. This statement on prohibited hazing activities will also be given to the new members’ parents/guardians, who will be urged to report any violations.
- (10) The University has established a formal relationship with licensed alcohol counselors for immediate student referrals.
- (11) The University has established the SafeRide program that ~~includes a voucher system~~ is contracted with ~~a~~ local public transportation ~~company~~ companies to provide safe rides to discourage drinking and driving.
- (12) Because of the critical student health and safety issues, any conflicting policy or process will be waived.

- (13) *This Section was relocated to the Three Strikes Policy, Sanctions, Individual Sanctions*
- (14) *This Section was relocated to the Three Strikes Policy, Sanctions, Individual Sanctions*

**The University of Oklahoma
THREE STRIKES POLICY**

Definition of a Strike

A “strike” is the University’s official recognition of a student’s or organization’s violation of the University’s ~~alcohol policy~~ Student Alcohol Policy. Nothing herein shall waive a student’s right to due process. A strike is a final University disciplinary action ~~which that~~ finds the accused guilty of an alcohol-related ~~offense violation~~. A student or organization may be charged with an alcohol-related violation based on the following:

1. A conviction, deferred sentence, or a plea that has the effect of conviction of an alcohol-related ~~offense violation~~ of which the University is made aware;¹ or
2. A University finding or allegation that a student or organization may have committed an alcohol-related violation prohibited by the Student Rights and Responsibilities Code. Such violations include, but are not limited to, the conduct prohibited by Title 16 of the Student Rights and Responsibilities Code of Conduct, the Student Alcohol Policy, incident reports and citations. Upon notification of the foregoing, or any other violation reasonably related to alcohol, the University may charge the student pursuant to the Student Rights and Responsibilities Code and the student shall be entitled to an appropriate hearing as defined by the Student Rights and Responsibilities Code. Whether by decision of an appropriate disciplinary body, administrative official, or by a negotiated settlement, any final University disciplinary action resulting in a finding of guilt for an alcohol-related violation shall be considered a strike.²

Reporting Mechanisms

The University may act on any reliable information it receives. Although not an exhaustive list, the University may be notified of prohibited conduct in the following ways:

1. A police report from the University of Oklahoma Police Department;
2. A police report from the Norman Police Department;
3. Reports from other law enforcement or security agencies that are received by the University;
4. Notification by a University official that an alcohol violation occurred; or
5. Any other information deemed reliable by the University that comes to the attention of a University official.

Once notified of alleged prohibited conduct, ~~the University, upon notification,~~ may investigate the information received to determine if the conduct constitutes a violation prior to taking action. Nothing herein shall waive a student’s right to due process.

The University strongly supports and encourages any student seeking transportation assistance in the event he/she cannot safely operate a motor vehicle. Further, the

¹ Alcohol violations offenses and misconduct shall include, but shall not be limited to, minor in possession; public intoxication; manufacture, use or possession of false identification; driving under the influence, driving while intoxicated, actual physical control and involvement in a crime while under the influence. Student Affairs, by and through the Student Conduct Office, shall determine if a charge is alcohol-related; however, the final determination shall be made by an appropriate disciplinary body or administrative official.

² A final disciplinary action shall be a decision to which no further right of appeal exists in the Student Rights and Responsibilities Code.

University strongly supports and encourages students seeking medical and/or mental health care in the event of alcohol-related illness or other concerning behavior related to alcohol use. To ensure students prioritize their own safety and health, However, the University shall not utilize information received based on the student's seeking or accessing that a student has sought or accessed medical / mental health treatment nor based on the student's seeking or accessing or the SafeRide program as a basis upon which to initiate disciplinary action or as evidence in any disciplinary proceeding.

**The University of Oklahoma
THREE STRIKES POLICY
SANCTIONS**

INDIVIDUAL SANCTIONS:

The following sanctions are mandatory minimum sanctions for alcohol violations. Based on the severity of the infraction, the University reserves the right to impose any appropriate additional sanction(s). Any offense violation by an individual student remains part of the individual's record until graduation. If a student is suspended after the 3rd offense strike and is readmitted to the University of Oklahoma, the student is readmitted with 2 strikes.

1st Offense Strike

- Parent/Guardian notification via return receipt certified mail.
- \$75.00 administrative fee.
- Satisfactorily complete a defined alcohol education program.
- Censure. The notation of Censure shall be removed upon graduation from the University of Oklahoma subject to completion of disciplinary sanctions.

2nd Offense Strike

- Parent/Guardian notification via return receipt certified mail with a follow-up telephone call.
- \$150.00 administrative fee.
- Satisfactorily complete an approved alcohol counseling program.
- Satisfactorily complete 20 hours of approved community service.
- Disciplinary probation. The notation of Disciplinary probation shall be removed upon graduation from the University of Oklahoma subject to completion of disciplinary sanctions.

3rd Offense Strike

- Parent/Guardian notification via return receipt certified mail with a follow-up telephone call.
- Automatic suspension.

(The following sections, Deferred Strike and Removal of Individual Strike, have been relocated from the Student Alcohol Policy:)

Deferred Strike

~~However,~~ The following individual alcohol offenses violations shall be entitled to an automatic deferred first strike: minor in possession and/or public intoxication ~~and~~. In other similar, limited circumstances ~~at the discretion of the University Vice President for Student Affairs,~~ at his/her sole discretion, may grant a deferral for a first strike. A first strike based on a Driving Under the Influence (DUI) incident is not eligible for deferral. A deferred first strike will not be considered an "offense" "violation" and will not be maintained as a disciplinary record of the University; ~~However,~~ if unless the student receives commits another alcohol offense violation of any nature, within the 12-month period of deferral. In such event, the deferral of the first strike shall be revoked and the second alcohol offense violation shall be considered a second strike. To qualify

for the ~~deferral and~~ ultimate removal of the deferred first strike, the student must not ~~receive~~ commit any other alcohol ~~offense violation~~ for a period of 12 months from the date of the ~~qualifying deferred first strike offense~~ the student is found responsible by the University for the deferred alcohol offense violation. Moreover, students are only entitled to one deferred strike during their attendance at the University.

Removal of Individual Strike

A student who ~~have~~ has received a first strike may ~~at any time~~ request that the strike and the record be removed from ~~their~~ his/her student file ~~providing~~ provided the student meets the relevant eligibility criteria and provides documents evidencing the following criteria. This request must be made in writing to the Student Conduct Officer. In order to be eligible to request to have the strike and the record removed from ~~their~~ his/her student file at the University, the student must present documentation of the following ~~documentation~~:

- (1) it has been one year since the ~~disposition of the offense, whether by deferral, conviction, or negotiated settlement with the University~~ student was found responsible by the University for an alcohol violation;
- ~~(2) the student has not received any additional strikes under the University system within the specified period of time based on their negotiated settlement with the University;~~
- (2) the student has not received any additional charges or alcohol related ~~offense~~ violations on or off campus; ~~since receiving the alcohol offense at issue the student was found responsible by the University for the alcohol violation at issue;~~
- (3) the student timely completed all agreed-upon sanctions required by the University ~~and the court having jurisdiction over the matter, if applicable.~~

Removal of the strike is at the sole discretion of the University Vice President ~~of~~ for Student Affairs or his/her designee. Additionally, this opportunity for a student to have a first strike removed from ~~their~~ his/her University record does not apply to DUIs ~~and~~, applies only to charges under the University's Three Strike Policy, and in no way limits any other available action by the University; including, but not limited to, any violation of the Student Rights and Responsibilities Code of Responsibilities and Conduct. Moreover, a student is only entitled to one strike removal during his/her attendance at the University.

ORGANIZATIONAL SANCTIONS:

Organizational sanctions will be administered based on the possession and use of alcohol in an organization's residence facility or the illegal or prohibited use of alcohol at an organizational event.

Before imposing an organizational sanction, as opposed to solely an individual sanction, the University will consider the entirety of the circumstances surrounding the organizational event, including, but not limited to, whether:

- (1) the alcohol violation was endorsed, sponsored, sanctioned, enabled, furthered, or funded, in whole or in part, by the organization, its officers, or the officers of its local, state, or national organization acting with actual or apparent authority, and any of them knew or should have known of the alcohol violation and they took insufficient action to prevent or cease the violation; or
- (2) the alcohol violation occurred on property owned, leased, rented or occupied by the organization, and the officers of the organization took insufficient action to prevent or cease an alcohol violation they knew or should have known existed; or
- (3) alcohol is located in the organization's campus or campus-affiliated residence facility (e.g. fraternity/sorority chapter houses), unless otherwise exempted; or

- (4) regardless of its location, the alcohol violation occurred at an event or any gathering of two or more individuals of the organization conducted in furtherance of the mission, or purpose of the organization, including any event, program or ceremony; or
- (5) the alcohol violation occurred at any gathering utilizing the organization's name or logo, or ~~which that~~ was advertised by the organization; or
- (6) the alcohol violation occurred at any gathering of two or more individuals that would typically be in furtherance of the organization's activities, but is designed to circumvent these rules.

The Vice President ~~of~~ for Student Affairs has the discretion to determine whether, based on the criteria above and the totality of the circumstances, the alcohol violation occurred at an organization event and warrants an organizational sanction.

Any ~~offense-violation~~ by the group remains part of the organization's "3 Three Strikes" record for a period of three calendar years, unless the organization requests and the University grants removal of an eligible first strike in accordance with the Student Alcohol Policy, below.

1st ~~Offense~~ Strike

- At the discretion of the University and after considering all relevant information, the University will impose a minimum administrative fee of \$500.00 or a per capita rate of \$1.00 to \$20.00 based on the organization's membership at the time of the ~~offense violation~~, ~~which ever~~ whichever is more appropriate.
- 100% of the organization's membership must complete a defined alcohol education program.
- An aggregate community service requirement for the organization of 10-25 hours per capita based on the organization's membership at the time of the ~~offense-violation~~. It is at the discretion of the University as to whether pledges or associate members will be included in fulfilling the requirements of the sanction.
- Censure: A written reprimand for violation of specified regulations, including the possibility of more severe disciplinary sanctions in the event of the finding of a violation of any University regulation within a stated period of time. This type of action does not create new restriction for the organization.

2nd ~~Offense~~ Strike

- At the discretion of the University and after considering all relevant information, the University will impose a minimum administrative fee of \$1,000.00 or a per capita rate of \$5.00 to \$20.00 based on the organization's membership at the time of the ~~offense violation~~, ~~which ever~~ whichever is more appropriate.
- 100% of the organization's membership must complete a defined alcohol education program.
- An aggregate community service requirement for the organization of 10 to 25 hours per capita based on the organization's membership at the time of the ~~offense violation~~. It is at the discretion of the University as to whether pledges or associate members will be included in fulfilling the requirements of this sanction.
- Disciplinary Probation: Exclusion from participation in privileged or extracurricular University activities set forth in the notice for a period of time specified. Other conditions of the probation may apply to any other activities of the organization in the University community, except those ~~which that~~ would affect organization's academic pursuits.

3rd ~~Offense~~ Strike

- At the discretion of the University and after considering all relevant information, the University will impose a minimum administrative fee of \$1,500.00 or a per capita rate of \$10.00 to \$20.00 based on the organization's membership at the time of the ~~offense violation~~, ~~which ever~~ whichever is more appropriate.

- 100% of the organization's membership must complete a defined alcohol education program.
- An aggregate community service requirement for the organization of 10 to 25 hours per capita based on the organization's membership at the time of the ~~offense~~ violation. It is at the discretion of the University as to whether pledges or associate members will be included in fulfilling the requirements of this sanction.
- Organizational Suspension: The organization will be suspended for a minimum of one year. University approval is required before the organization will be reinstated.

Removal of Organizational Strike

An organization that has received a first strike may request that the strike and the record be removed from its file provided the organization meets the relevant eligibility criteria and provides documents evidencing the following criteria. This request must be made in writing to the Student Conduct Officer. In order to be eligible to request to have the strike and the record removed from its file at the University, the organization must present the following documentation:

- (1) it has been one year since the organization was found responsible by the University for an alcohol violation;
- (2) the organization has not received any additional charges or alcohol related violations on or off campus, since receiving the alcohol violation at issue;
- (3) the organization timely completed and exceeded all sanctions required by the University.

Removal of an organizational strike is at the sole discretion of the University Vice President for Student Affairs. Additionally, this opportunity for an organization to have a first strike removed from its University record applies only to charges under the University's Three Strikes Policy and in no way limits any other available action by the University including, but not limited to, any violation of the Student Rights and Responsibilities Code.

If removal of the strike is granted, the Organization cannot request the removal of another strike for a period of three calendar years from the date the strike is removed. Organizations are not eligible for deferred strikes.

EQUAL OPPORTUNITY POLICY

This University in compliance with all applicable federal and state laws and regulations does not discriminate on the basis of race, color, national origin, sex, sexual orientation, genetic information, age (40 or older), religion, disability, political beliefs, or status as a veteran in any of its policies, practices, or procedures. This includes but is not limited to admissions, employment, housing, financial aid, and educational services.

UNIVERSITY'S STATEMENT OF COMMITMENT TO AFFIRMATIVE ACTION

The University of Oklahoma, recognizing its obligation to guarantee equal opportunity to all persons in all segments of University life, reaffirms its commitment to the continuation and expansion of positive programs which reinforce and strengthen its affirmative action policies. This commitment stems not only from compliance with federal and state equal opportunity laws but from a desire to ensure social justice and promote campus diversity. The University will continue its policy of fair and equal employment practices for all employees and job applicants without insidious discrimination on the basis of race, color, national origin, sex, sexual orientation, genetic information, age, religion, political beliefs, disability or status as a veteran. The University will maintain a critical and continuing evaluation of its employment policies, programs and practices. Each budget unit bears a responsibility for constructive implementation of this Plan, and whenever possible, to the overall progress toward employment opportunity and participation in all University programs and activities. Our commitment to the concept of affirmative action requires sincere and cooperative efforts throughout all levels of our employment structure. We will continue to strive to reach the goals of fair and equal employment opportunities for all.

NON-DISCRIMINATION POLICY

Diversity is one of the strengths of our society as well as one of the hallmarks of a great university. The University supports diversity and is committed to maintaining employment and educational settings that are multicultural, multiracial, multiethnic, and all-inclusive. Respecting differences is one of the University's missions.

The University does not discriminate or permit discrimination by any member of its community against any individual based on race, color, religion, political beliefs, national origin, age (40 or older), sex (see Sexual Assault, Discrimination and Harassment policy <http://www.ou.edu/home/misc.html>), sexual orientation, genetic information, disability, or veteran status in matters of admissions, employment, financial aid, housing or services in educational programs or activities the University operates.

University policy also prohibits retaliation against a person for filing a complaint of discrimination or harassment under this policy or other applicable federal, state or local laws. This policy also prohibits retaliation against any person who assists someone with a complaint of discrimination or harassment or who participates in any manner in an investigation or resolution of a complaint of discrimination or harassment.

I. **Definitions:**

- A. **Discrimination:** Discrimination, including harassment, is defined as conduct directed at a specific individual or group of identifiable individuals that subjects the individual or group to treatment that adversely affects their employment or education, or access to institutional benefits, on account of race, color, religion, political beliefs, national origin, sex (see Sexual Assault, Discrimination and Harassment policy <http://www.ou.edu/home/misc.html>), sexual orientation, genetic information, age (40 or older), disability, veteran status.
- B. **Harassment:** Harassment as a form of discrimination is defined as verbal or physical conduct that is directed at an individual or a group because of race, color, sex (see Sexual Assault, Discrimination and Harassment policy <http://www.ou.edu/home/misc.html>), sexual orientation, genetic information, religion, political beliefs, national origin, age (40 or older), disability, or veteran status when such conduct is sufficiently severe, pervasive and objectively offensive so as to have the purpose or effect of unreasonably interfering with an individual's or group's academic or work performance or of creating a hostile academic or work environment viewed by examining a totality of the circumstances from the standpoint of a reasonable person with the same characteristics as the purported recipient of the harassing conduct.
- C. **Reasonable Accommodation:** Please refer to Section 5.24 of the Staff Handbook regarding disability and reasonable accommodations. Also see www.drc.ou.edu.

D. Retaliation: Retaliation includes attempting to penalize or taking any form of adverse action against a person because of his or her filing of a complaint of discrimination or harassment and/or participating or assisting in any manner with an investigation or resolution of a complaint of discrimination or harassment. Adverse action includes, but is not limited to, making threats, intimidation, reprisals or any other adverse action relating to employment, academic or institutional benefits.

II. Education and Training

The University requires volunteers who will be providing volunteer services for four (4) or more days within a calendar year to take the following educational-training courses on an annual basis, and all other employees must take the course at least once during their career, usually within the first week of service at the University. Employees may be required to be recertified on demand. Failure to have a certification of this required training may result in appropriate disciplinary action. Students are advised and trained periodically through the Office of Student Affairs.

III. Intentionally False Reports

Individuals who make reports that are later found to have been intentionally false or made maliciously without regard for truth may be subject to disciplinary action up to and including termination or expulsion. This provision does not apply to reports made in good faith, even if the facts alleged in the report cannot be substantiated by an investigation.

IV. Free Speech and Academic Freedom

Members of the University community enjoy significant free speech protections guaranteed by the First Amendment of the United States Constitution. This policy is intended to protect members of the University community from discrimination not to regulate protected speech. No provision of this policy shall be interpreted to prohibit conduct that is legitimately related to course content, teaching methods, scholarship, or public commentary of an individual or faculty member or the educational, political, artistic or literary expression of students in classrooms and public forums. However, freedom of speech and academic freedom are not limitless and do not protect speech or expressive conduct that violates federal or state anti-discrimination laws.

V. Complaints

Any individual who at the time of the actions complained of was employed by the University or was an applicant for University employment or was enrolled as a student or an applicant for admission at the University may file a complaint with the Equal Opportunity Office/Title IX Coordinator (EOO) for review and investigation regarding complaints against University students, faculty, staff or those third parties utilizing University services or third parties on University premises:

- For Norman Campus and Norman campus extension programs, Room 102 Evans Hall (405) 325-3546;
- for Health Sciences Center campus and HSC campus extension programs: 405-271-2110, Room 113 Service Center.

Such complaints should be brought within 365 calendar days of the alleged discriminatory events.

VI. Additional Avenues of Recourse

In addition to filing a complaint under the University's Nondiscrimination Policy, individuals may have additional reporting and legal options depending on the circumstances. Examples of other potential avenues of redress include:

*Equal Employment Opportunity Commission (www.eeoc.gov)

*U.S. Department of Justice (www.justice.gov)

*U.S. Department of Education, Office of Civil Rights (www2.ed.gov/ocr)

* Oklahoma Human Rights Commission (www.ok.gov/ohrc/)

*Local law enforcement including University of Oklahoma Police Department (www.ou.edu/oupd/)

Filing internal complaints does not satisfy any potential timing and reporting requirements otherwise required by the above entities or by law.

INVESTIGATIVE PROCESS FOR INTERNAL COMPLAINTS UNDER THE NONDISCRIMINATION POLICY

I. Who May Utilize this Procedure

Despite anything to the contrary provided in other University policies or procedures, the grievance procedure embodied herein governs all grievances (with the exception of grievances concerning sexual assault, discrimination and harassment which are governed by separate policy located at <http://www.ou.edu/home/misc.html>) filed with the University Equal Opportunity Officer/Title IX Coordinator (EOO) and shall be available to any person who, at the time of the acts complained of was employed by the University of Oklahoma, or is or was an applicant for employment or was enrolled as a student or an applicant for admission at the University. However, if the complainant initiates litigation or files a complaint with any state or federal agency, with respect to the issues presented to the EOO, any grievance under these procedures may be dismissed or stayed in the EOO's discretion as duplicative. The University EOO may, in his or her discretion, dismiss a grievance if he/she determines the person filing the complaint is not entitled to use this procedure.

II. Filing of Complaint

Persons who have complaints alleging discrimination based upon race, color, national origin, sex, sexual orientation, genetic information, age (40 or older), religion, political beliefs, disability, or status as a veteran (together, "discrimination and harassment or retaliation"), may file their complaints in writing with the EOO.

Complainants who exercise their right to use this procedure agree to accept its conditions as outlined. Where multiple issues exist (i.e. racial harassment and violation of due process or grade appeal), the complainant must specify all of the grounds of the grievance that the complainant should have reasonably known about at the time of filing. A grievance filed under this procedure normally may not be filed under any other University grievance procedure. Depending on the nature of the issues involved, the complainant will be advised by the EOO about the appropriate procedure(s) to follow (e.g. applicable disciplinary policies and procedures for that campus). Parties to the complaint, including the respondent and/or the complainant may obtain the advice of any advisor/attorney at his/her own expense; however, advisors and attorneys may not be present during any meetings or hearings during this process.

The EOO may modify these procedures at any time as deemed appropriate for compliance with federal, state, local law or applicable guidance.

III. Timing of Complaint

Generally, any complaint should be filed with the EOO within 365 calendar days of the act of alleged discrimination or harassment. The EOO may reasonably extend this and all other time periods, and may, in his or her discretion, dismiss a grievance if the person is

not entitled to use this procedure. Nothing herein should be construed to extend or restrict a person's right to file charges, lawsuits or claims with any other agency, law enforcement or court, and individuals are encouraged to ensure their rights have not expired through these other avenues. Further, to the extent the complainant's allegations involve criminal activity, the EOO may refer such matters to local law enforcement.

IV. Administrative Action

- A. The University recognizes its obligation to address incidents of discrimination and harassment on campus when it becomes aware of their existence even if no complaints are filed; therefore, the University reserves the right to take appropriate action unilaterally under this procedure.
- B. With respect to students, the University Vice President for Student Affairs and Dean of Students or other appropriate persons in authority may take immediate administrative or disciplinary action deemed necessary for the welfare or safety of the University community.
- C. With respect to employees, upon a determination at any stage in the investigation or grievance procedure that the continued performance of either party's regular duties or University responsibilities would be inappropriate, the proper executive officer may suspend or reassign said duties or responsibilities or place the individual on leave of absence pending the completion of the investigation or grievance procedure.

V. Withdrawal of Complaint

The complainant may withdraw the complaint at any point during the investigation; however, the EOO may determine in his or her discretion that the issues raised warrant further investigation despite the complainant's desire to withdraw the complaint.

VI. Confidentiality of Proceedings and Records

The University's ability to investigate may be limited if a complainant insists his or her name not be disclosed to the alleged perpetrator. The University must weigh such requests for confidentiality against its duty to provide a safe and nondiscriminatory environment. Investigators and those involved with the investigation are individually charged to preserve confidentiality with respect to any matter investigated or heard. A breach of the duty to preserve confidentiality is considered a serious offense and may subject the offender to appropriate disciplinary action. Parties and witnesses are also admonished to maintain confidentiality with regard to these proceedings, and if they are University employees, failure to maintain said confidentiality may result in appropriate disciplinary action. Furthermore, federal law prohibits retaliation against those who file complaints, and the University will take responsive action if such retaliation occurs, up to and including termination and/or expulsion.

Except with respect to hearings before the Faculty Appeals Board or an applicable student disciplinary procedure, all records involving discrimination or harassment, upon disposition of a complaint, shall be transmitted to and maintained by the EOO as confidential records except to the extent disclosure is permitted/required by applicable law or University policy. The University shall inform complainants if it is unable to ensure confidentiality.

VII. Proceedings

A. Investigation

Upon receipt of a complaint, the EOO will notify the complainant, via email, of his/her receipt of the complaint and is empowered to investigate the charge, to interview the parties and others, and to gather any evidence he or she deems pertinent. The investigation and findings should be completed within 60 calendar days of receipt of the complaint, or as soon as practical.

The EOO shall render his or her decision on a case-by-case basis based upon the evidence as a whole, the totality of the circumstances, and the context in which the alleged incident(s) occurred, utilizing a preponderance of the evidence standard, i.e. the facts complained of are more likely true than not.

Upon completion of the investigation, the EOO is authorized to take the following actions:

- 1. Satisfactory Resolution**—The matter is resolved to the satisfaction of the University and the complainant. If a resolution satisfactory to the University and the complainant is reached through the efforts of the EOO, he or she shall prepare a written statement indicating the resolution. At that time, the investigation and the record shall be closed.
- 2. Dismissal**—The EOO finds that no policy violation occurred and dismisses the complaint, giving written notice of said dismissal to each party involved. Within 15 business days of the date of the notice of dismissal, the complainant may appeal said dismissal in writing to the Equal Opportunity Office by requesting a hearing. If no appeal is filed within the 15 business-day period, the case is considered closed.
- 3. Determination of Impropriety**
 - a. The EOO makes a finding of impropriety and notifies the parties of the decision and may recommend any action to be taken. Either party may appeal said determination in writing to the EOO within 15 business days of the date of the notice of determination, and the

issue proceeds to an appellate review as described below. If no appeal is filed within the 15 business-day period, the case is considered closed.

- b. In the case of a complaint against a faculty member, the EOO may determine that the evidence is sufficiently clear and serious, warranting the immediate commencement of formal proceedings as provided in the Abrogation of Tenure, Dismissal before Expiration of a Term Appointment, and Severe Sanctions sections of the *Faculty Handbook*. If the President concurs with the finding of the EOO, the case may be removed from the grievance proceedings contained herein and further action in the case shall be governed by the Abrogation of Tenure, Dismissal before Expiration of a Term Appointment, and Severe Sanctions section in the *Faculty Handbook*; otherwise, this policy and procedure shall apply.
- c. In the case of a complaint against a student, where impropriety is found (if not earlier referred to the Student Conduct Office for action), the matter shall be referred to the Student Conduct Office for appropriate action under the Student Code.

B. Hearing

1. Request for an Appellate Hearing

- a. Unless otherwise noted above, either party may request, in writing, a hearing within 15 business days of the issuance of the EOO's finding and the request must contain the particular facts upon which the appeal is based as well as the identity of the appropriate respondent(s). The EOO's staff or the University's designee, where the EOO is the respondent, shall immediately provide a copy of the request to the proper respondent(s).

Where the EOO's decision is favorable to the initial complainant, and the alleged perpetrator appeals the finding, the EOO shall defend his or her report and findings, and the initial complainant shall be a witness in the appellate proceedings, rather than a "respondent." In this type of appeal, all references to "respondent" in the appellate procedures shall refer to the EOO and/or relevant members of the University administration. In such cases, an appropriate University official/employee shall be identified by the administration to manage the appeals process and the Equal Opportunity Office shall only be involved as the respondent.

- b. Typically, only unresolved complaints following an investigation may result in a hearing before a panel selected from the membership of the Committee on Discrimination and Harassment, as described below. For the Norman campus, faculty-versus-faculty grievances with multiple issues are heard by the Faculty Appeals Board. For all campuses, grievances against students may, in the EOO's discretion, be heard by the appropriate hearing body as set forth in the disciplinary policies and procedures applicable to each campus. The request for a hearing is to be addressed to the Equal Opportunity Office.
- c. If a hearing is requested, the respondent's written response to the request for a hearing must be sent to the Equal Opportunity Office's staff or the University's designee within ten (10) business days of receiving notice that a hearing has been requested. The Equal Opportunity Office staff or University designee shall provide immediately a copy of the response to the party requesting the hearing.

2. Selection of a Hearing Panel

Within ten (10) business days following receipt of the written request for a hearing, the Equal Opportunity Office staff or the University's designee shall initiate the process to determine the members of the hearing panel.

a. Panel

A five-member hearing panel will be chosen by the parties to the complaint from the following groups:

- on the Health Sciences Center campus and for HSC-based programs at the Tulsa campus, the 24-member Committee on Discrimination and Harassment;
- on the Norman campus and for Norman-based programs on the Tulsa campus, from the 16-member Committee on Discrimination and/or from the 50-member Faculty Appeals Board.

b. Committee on Discrimination

A committee on discrimination and harassment shall be established on each campus and comprised of staff members, students, and faculty in the following groupings:

- on the Health Sciences Center campus and for HSC-based Tulsa campus programs, eight (8) staff members appointed by the Staff Senate, eight (8) students appointed by the HSC

Student Government Association, and eight (8) faculty members appointed by the Faculty Senate.

- on the Norman campus and for Norman-based Tulsa campus programs, eight (8) staff members with five (5) of those members appointed by Staff Senate and the remaining three (3) members appointed by the President, and eight (8) student members with five (5) members appointed by UOSA and the three (3) remaining members appointed by the President, and eight (8) faculty members, with faculty representation being selected from the entire pool of the Faculty Appeals Board.

The terms of appointment shall be for three (3) years with initial terms of one (1), two (2), and three (3) years in each category to provide the staggered membership, except that each student shall be appointed for a one-year term.

c. Process of Panel Selection

The Equal Opportunity Office staff or University designee shall contact the parties informally to select the panel. The complainant and the respondent will select five (5) names each from the list of pool members provided by the Equal Opportunity Office staff or University designee. The names will be listed in rank order with name number one (1) on each list being the preferred panelist.

The Equal Opportunity Office staff or the University's designee will contact the individuals in the order selected. The first two (2) names on each list available to serve will make up the hearing panel.

Those individuals selected will choose a fifth name from the entire pool to serve as a panel member and chair. If the individuals selected for the panel cannot agree on the fifth name or who shall serve as chair, the Equal Opportunity Office staff or University designee shall appoint the fifth panel member and chair.

Either party to the complaint may ask the Equal Opportunity Office staff or the University's designee to disqualify any member of the hearing panel. Such requests will be in writing and show sufficient grounds for removal. Furthermore, no panelist shall be expected to serve if he or she feels that a conflict of interest exists. Replacements shall be selected in the same manner as the original panel.

3. Orientation Conference

Within ten (10) business days of receiving notice of service on the appellate panel, or sooner if feasible, the chair shall convene the hearing panel for an orientation and discussion of the grievance, and a decision as to whether there exist adequate grounds for a prehearing. A member of the Equal Opportunity Office staff and/or the University's designee shall be present during the orientation conference, where he or she will provide each panel member with a copy of the hearing guidelines, the written complaint, the request for a hearing, the written response, and the EOO's report.

Only panel members shall be present during the discussion of whether a prehearing is warranted. If the panel agrees by a majority vote that adequate grounds for a prehearing conference do not exist in its reasonable discretion, then they shall notify the Equal Opportunity Office staff or University designee, who in turn, shall notify the parties. The panel's services shall be concluded and the EOO's findings shall be final.

The appropriate executive officer shall render his or her decision and notify the parties and the EOO within ten (10) business days of receipt of the panel's decision. Either party may appeal the Executive Officer's decision in writing to the President within ten (10) business days of the notification of the decision. If the President does not act within ten (10) business days of the request, the executive officer's decision is final.

4. Prehearing

If the panel determines that a prehearing is advisable, the chair of the hearing panel shall schedule a time for a prehearing, which can be contemporaneous with the orientation conference, but in no event no later than ten (10) business days after the orientation conference. Only panel members may be present during the prehearing. During the prehearing, the hearing panel shall discuss the EOO's report and the respective respondent's response documents and all relevant materials, and determine whether a formal hearing is warranted.

In order to determine whether a formal hearing is warranted, the appellant bears the burden of demonstrating through the written appeal, that the EOO's report is erroneous and a hearing would alter the findings because (a) there is additional evidence to be presented that was not available at the time of the investigation that may alter the EOO's findings, or (b) the investigation's findings are not supported by the evidence. Based on this review and analysis, the hearing panel, within its reasonable discretion and by majority vote, shall determine whether a formal hearing is warranted. The finding a formal hearing is warranted does not necessarily imply the EOO's findings are erroneous. The hearing panel shall notify the parties and the EOO of its decision within five (5) business days of the prehearing.

If the panel decides at its prehearing that there is no basis for a formal hearing, it shall report the determination in writing to the Equal Opportunity Office staff/University designee, who in turn, shall notify the proper executive officer with a copy to the President. There shall be no further appeal of the EOO's decision by the complainant/appellant if the finding is that no formal hearing is warranted. Within five (5) business days of the determination, the executive officer shall render his or her decision on the matter in writing and notify the parties and the EOO and President of his/her decision. Either party may appeal the Executive Officer's decision in writing to the President within ten (10) business days of notice of the decision. If the President does not act within ten (10) business days of the appeal, the Executive Officer's decision is final.

5. Formal Hearing

If the hearing panel determines a formal hearing is warranted, the chair will schedule the formal hearing to be held within 30 calendar days of the decision of the need for a formal hearing. The chair shall immediately notify the parties and the Equal Opportunity Office.

The hearing panel procedures shall be established with reference to the Hearing Guidelines provided by the Equal Opportunity Office or the University's designee at the orientation conference, and as determined by the chair in consultation with the Equal Opportunity Officer/Title IX Coordinator and/or University Legal Counsel, and shall provide that the parties may present relevant evidence.

The chair shall notify the parties of the date, time, and location of the hearing, along with other relevant information concerning the hearing process. Parties are responsible for giving such notice to their witnesses. The hearing shall be scheduled to reasonably ensure that the complainant, respondent, and essential witnesses are able to participate. However, the chair shall ultimately determine all relevant scheduling requirements. The parties shall present their own cases. No advisors or counsel may be present in the hearing.

The appellant bears the burden of proving by a preponderance of the evidence that the report, or its result (a) is unsupported by any evidence, or (b) is arbitrary and capricious, or (c) would be altered by new evidence not previously available. The parties may call relevant witnesses to testify and may cross-examine witnesses called by the other party. The hearing shall be closed unless all parties agree to an open hearing. Audiotape recordings of the proceedings shall be arranged by the chair and paid for by the University. Copies of the recording will not be provided. Transcripts may be charged to the requesting party; the original version of the recording shall remain the property of the University.

If the matter is resolved to the satisfaction of all parties prior to completion of the hearing, a written statement shall indicate the agreement recommended by the parties and the statement shall be signed and dated by each party and by the chair. The recommendation will be referred to the EOO, who in turn, shall immediately notify the appropriate executive officer for final determination. The executive officer shall notify the parties of his/her final determination within five (5) business days of notification of the agreed resolution. Assuming the executive officer agrees with the resolution, the matter shall be closed. To the extent the executive officer disagrees with the resolution, he/she may render his/her decision and notify the parties. Any party may appeal the decision in writing to the President with a copy to the EOO and all other parties. The President shall render a decision within five (5) business days of notice of the appeal.

C. Findings and Recommendations

In the event that no solution satisfactory to the parties is reached prior to the completion of the hearing, the hearing panel shall determine by majority vote whether the relevant decisions should be upheld or modified and shall render its findings and recommendations within ten (10) business days of the hearing (unless the hearing panel determines that because of unforeseen circumstances additional time is needed) and notify the Equal Opportunity Office staff/University designee, who in turn, shall notify immediately the proper executive officer with copies to the President.

D. Executive Officer's Decision

Within 15 business days of receipt of the hearing panel's findings and recommendations, the proper executive officer shall inform the complainant and the respondent of the findings of the hearing panel and the executive officer's decision. A copy of the executive officer's decision shall be immediately transmitted to the chair of the hearing panel, with copies to the President and the EOO.

E. Appeal to the President

The executive officer's decision may be appealed to the President within ten (10) business days of the executive officer's decision. If the President does not act to change the decision of the executive officer within ten (10) business days of receiving the appeal, the decision of the executive officer shall become final under the executive authority of the President. The University Equal Opportunity Officer/Title IX Coordinator can be contacted for more information:

- for Norman campus and for Norman-based Tulsa campus programs, Room 102, Evans Hall, Ph: (405) 325-3546;
- for Health Sciences Center campus and for HSC-based Tulsa campus programs, Room 113, Service Center, Ph: (405) 271-2110.

SEXUAL ASSAULT, DISCRIMINATION AND HARASSMENT POLICY

COMPLAINTS INVOLVING SEXUAL ASSAULT, DISCRIMINATION AND HARASSMENT

The University is committed to creating and maintaining a community where all persons who participate in University programs and activities can work and learn together in an atmosphere free from all forms of harassment, exploitation, or intimidation. The University condemns discrimination based on sex, sexual harassment, sexual assault, and sexual misconduct. Any such activity committed by a member of the University community may subject the individual to University sanctions as well as civil and criminal penalties.

This policy covers unwelcome conduct of a sexual nature. Consensual romantic relationships between members of the University community are subject to other University policies. See Section 5.23 of the Staff Handbook (hr.ou.edu/documents/files/handbook.pdf), and Section 3.2.9 of the Regents' Policy Manual as well as the respective campuses Faculty Handbooks.

I. DEFINITIONS

Sexual Misconduct offenses include, but are not limited to sexual harassment/discrimination, non-consensual sexual intercourse (or attempts to commit same), non-consensual sexual contact (or attempts to commit same), sexual coercion, and sexual exploitation.

A. **Sex Discrimination** includes sexual harassment and is defined as conduct directed at a specific individual or a group of identifiable individuals that subjects the individual or group to treatment that adversely affects their employment or education, or institutional benefits, on account of sex. It may include acts of verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex-stereotyping, even if those acts do not involve conduct of a sexual nature.

B. **Sexual Harassment:** Sexual harassment is a form of sex discrimination. Sexual harassment is unwelcome and discriminatory speech or conduct undertaken because of an individual's gender that is so severe, pervasive and objectively offensive that it has the systematic effect of unreasonably interfering with or depriving someone of educational, institutional, or employment access, benefits, activities, or opportunities.

1. **Hostile Environment Sexual Harassment** includes conduct that is sufficiently severe, pervasive and objectively offensive that it alters the conditions of education or employment or institutional benefits of a reasonable person with the same characteristics of the victim of the harassing conduct. Whether conduct is harassing is based upon examining a totality of circumstances, including but not limited to:

- a. the frequency of the conduct;
- b. the nature and severity of the conduct;
- c. whether the conduct was physically threatening;
- d. whether the conduct was deliberate, repeated humiliation based upon sex;
- e. the effect of the conduct on the alleged victim's mental or emotional state from the perspective of a reasonable person;
- f. whether the conduct was directed at more than one person;
- g. whether the conduct arose in the context of other discriminatory conduct;
- h. continued or repeated verbal abuse of a sexual nature, such as gratuitous suggestive comments and sexually explicit jokes; and
- i. whether the speech or conduct deserves constitutional protections.

2. **Quid Pro Quo Sexual Harassment** exists when individuals in positions of authority over the complainant:

- a. make unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature; and
- b. indicate, explicitly or implicitly, that failure to submit to or the rejection of such conduct will result in adverse educational or employment action or where participation in an educational program or institutional activity or benefit is conditioned upon the complainant's submission to such activity.

C. **Retaliation** is any attempt to penalize or take an adverse employment, educational or institutional benefit action, including but not limited to making threats, intimidation, reprisals or other adverse action, against a person because of participation in a complaint or the investigation of discrimination, sexual harassment or sexual misconduct.

D. **Sexual Violence** means physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent. A number of acts fall into the category of sexual violence, including rape, sexual assault, sexual battery, sexual misconduct and sexual coercion.

1. **Non-Consensual Sexual Intercourse** is defined as, however slight, any sexual intercourse or penetration of the anal, oral, vaginal, genital opening of the victim, including sexual intercourse or penetration by any part of a

person's body or by the use of an object, by one person to another without consent or against the victim's will. This definition includes rape and sexual assault, sexual misconduct, and sexual violence.

2. **Non-Consensual Sexual Contact** is any intentional touching of the victim's intimate body parts (primarily genital area, groin, inner thigh, buttock or breast), however slight whether clothed or unclothed, with any object or body part, without consent. It also includes the touching of any part of a victim's body using the perpetrator's genitalia and/or forcing the victim to touch the intimate areas of the perpetrator. This definition includes sexual battery and sexual misconduct.
3. **Sexual Coercion** is the act of using pressure (including physical pressure, verbal pressure or emotional pressure), alcohol, medications, drugs, or force to have sexual contact against someone's will or with someone who has already refused. This includes rape, sexual assault, sexual exploitation and sexual misconduct.

E. Sexual Exploitation

Sexual exploitation occurs when a person takes non-consensual, unjust or abusive sexual advantage of another for his/her own advantage or benefit, or to benefit or advantage anyone other than the one being exploited, and that behavior may not otherwise constitute one of the other sexual misconduct offenses.

Examples of sexual exploitation include, but are not limited to:

1. non-consensual video or audio-taping of any form of sexual activity;
2. going beyond the boundaries of consent (such as letting a person or people hide in the closet to watch you having consensual sex your partner's knowledge or consent);
3. engaging in non-consensual voyeurism, such as observing sexual acts or body parts of another from a secret vantage point.

F. Consent

Consent is the act of willingly and verbally agreeing to engage in sexual contact or conduct. Individuals who consent to sex must be able to understand what they are doing. Under this policy, "No" always means "No," and the absence of "No" may not mean "Yes".

1. Consent is informed, knowing and voluntary. Consent is active, not passive. Silence, in and of itself, cannot be interpreted as consent. Consent can be

- given by words or actions, as long as those words or actions create mutually understandable permission regarding the conditions of sexual activity.
2. Consent to one form of sexual activity cannot imply consent to other forms of sexual activity.
 3. Previous relationships or consent does not imply consent to future sexual acts.
 4. Consent cannot be procured by use of physical force, compelling threats, intimidating behavior, or coercion. Coercion is unreasonable pressure for sexual activity.
 5. In order to give effective consent, one must be of legal age and have the capacity to consent. Incapacity may result from mental disability, intellectual disability, unconsciousness, age, or use of alcohol, drugs, medication, and/or other substances.
 6. Use of alcohol, medications, or other drugs will not excuse behavior that violates this policy.

II. Duty to Report Sexual Harassment

Any member of the University community may report conduct that could constitute sexual harassment/sex discrimination/sexual misconduct under this policy. Additionally, supervisors, managers and other designated employees are responsible for taking all appropriate action to prevent sexual assault, discrimination and harassment, to correct it when it occurs, and to promptly report it to the Sexual Misconduct Officer or Equal Opportunity Officer/Title IX Coordinator (“EOO”) or other appropriate University official. Failure to do so may result in disciplinary action up to and including termination.

A. Sexual Misconduct Officer

The Sexual Misconduct Officer has primary responsibility for investigations, education and training associated with this Policy and for such other duties as assigned by the EOO, and reports directly to the EOO. For complaints concerning actions governed by this Policy:

- for the Norman campus or Norman-campus based programs offered at other locations (e.g. Tulsa Schusterman and Norman-based programs), please contact: the Sexual Misconduct Officer at: (405) 325-3546, Cate Center Building, Building 4, 338 Cate Center, Rooms 480-481.
- for Oklahoma City Health Sciences Center based programs, please contact the Sexual Misconduct Officer, at (405) 271-2110, Room 113 Service Center, Oklahoma City, Oklahoma.

B. Education and Training, Counseling Services and Interim Measures

The University requires volunteers who will be providing volunteer services for (four) 4 or more days within a calendar year to take the following educational-training courses on an annual basis, and all other employees must take the course

at least once during their career, usually within the first week of service at the University. Employees may be required to be recertified on demand. Failure to have a certification of this required training may result in appropriate disciplinary action. Students are advised and trained periodically through the Office of Student Affairs.

For students, the University offers:

*Training on sexual harassment/discrimination/violence, which is included in its mandatory alcohol training program.

*Informational website and brochures devoted to educating students www.ou.edu/sexualmisconduct

*Training (Step in, Speak Out) prevention workshop

With respect to cases of sexual harassment and sexual misconduct, the University offers services to the victim and will engage in a discussion concerning appropriate interim measures, e.g. class transfers, housing options, etc.

C. Intentionally False Reports

Individuals who make reports that are later found to have been intentionally false or made maliciously without regard for truth may be subject to disciplinary action up to and including termination or expulsion. This provision does not apply to reports made in good faith, even if the facts alleged in the report cannot be substantiated by an investigation.

D. Free Speech and Academic Freedom

Members of the University community enjoy significant free speech protections guaranteed by the First Amendment of the United States Constitution. This policy is intended to protect members of the University community from discrimination and is not designed to regulate protected speech. No provision of this policy shall be interpreted to prohibit conduct that is legitimately related to course content, teaching methods, scholarship, or public commentary of an individual faculty member or the educational, political, artistic or literary expression of students in classrooms and public forums. However, freedom of speech and academic freedom are not limitless and do not protect speech or expressive conduct that violates federal or state anti-discrimination laws.

INVESTIGATIVE PROCESS FOR INTERNAL COMPLAINTS UNDER THE SEXUAL ASSAULT, DISCRIMINATION AND HARASSMENT POLICY

I. Who May Utilize this Procedure

Grievances concerning sexual harassment, sex discrimination, sexual assault/misconduct or violations of the Consensual Sexual Relationship Policy should be filed with the Sexual Misconduct Officer. Additionally, such claims may also be filed with the University Equal Opportunity Officer/Title IX Coordinator or his/her designee (collectively referred to as the "Sexual Misconduct Officer"). This procedure is available to any person who, at the time of the acts complained of was employed by the University of Oklahoma, or is or was an applicant for employment or was enrolled as a student or an applicant for admission at the University. The Sexual Misconduct Officer may, in his or her discretion, dismiss a grievance if he/she determines the person filing the complaint is not entitled to use this procedure.

II. Filing of Complaint

Persons who have complaints alleging sex discrimination, sexual harassment, sexual assault/misconduct or under the Consensual Sexual Relations Policy may file their complaints in writing with the Sexual Misconduct Officer.

Complainants who exercise their right to use this procedure agree to accept its conditions as outlined. Where multiple issues exist (i.e. sexual harassment and violation of due process or grade appeal), the complainant must specify all of the grounds of the grievance that the complainant should have reasonably known about at the time of filing. A grievance filed under this procedure may normally not be filed under any other University grievance procedure. Depending on the nature of the issues involved, the Sexual Misconduct Officer will advise the complainant about the appropriate procedure(s) to follow (e.g. applicable disciplinary policies and procedures for that campus). Parties to the complaint, including the respondent and/or the complainant may obtain the advice of any advisor/attorney at his/her own expense; however, advisors and attorneys may not be present during any meetings or hearings.

The Sexual Misconduct officer in consultation with the Equal Opportunity Officer may modify these procedures at any time as deemed appropriate for compliance with federal, state, local law or applicable guidance.

III. Timing of Complaint

Generally, any complaint should be filed with the Sexual Misconduct Officer within 365 calendar days of the act of alleged sexual discrimination, harassment or misconduct. The Sexual Misconduct Officer may reasonably extend this and all other time periods, and may, in his or her discretion, dismiss a grievance if the person is not entitled to use this procedure. Nothing herein should be construed to extend or restrict a person's right to file charges, lawsuits or claims with any other agency, law enforcement or court, and

individuals are encouraged to ensure their rights have not expired through these other avenues. Further, to the extent the complainant's allegations involve criminal activity, the Sexual Misconduct Officer may refer such matters to local law enforcement.

IV. Administrative Action

- A. The University recognizes its obligation to address incidents of sexual assault, discrimination and harassment on campus when it becomes aware of their existence even if no complaints are filed; therefore, the University reserves the right to take appropriate action unilaterally under this procedure, including but not limited to altering housing arrangements, issuing no-contact orders, modification of course-schedules, etc.
- B. With respect to students, the University Vice President for Student Affairs and Dean of Students or other appropriate persons in authority may take immediate administrative or disciplinary action deemed necessary for the welfare or safety of the University community.
- C. With respect to employees, upon a determination at any stage in the investigation or grievance procedure that the continued performance of either party's regular duties or University responsibilities would be inappropriate, the proper executive officer may suspend or reassign said duties or responsibilities or place the individual on leave of absence pending the completion of the investigation or grievance procedure.

V. Withdrawal of Complaint

The complainant may withdraw the complaint at any point during the investigation; however, the Sexual Misconduct Officer may determine in his or her discretion that the issues raised warrant further investigation despite the complainant's desire to withdraw the complaint.

VI. Confidentiality of Proceedings And Records

The University's ability to investigate may be limited if a complainant insists his or her name not be disclosed to the alleged perpetrator. The University must weigh such requests for confidentiality against its duty to provide a safe and nondiscriminatory environment. Investigators and those involved with the investigation are individually charged to preserve confidentiality with respect to any matter investigated or heard. A breach of the duty to preserve confidentiality is considered a serious offense and may subject the offender to appropriate disciplinary action. Parties and witnesses are also admonished to maintain confidentiality with regard to these proceedings, and if they are University employees, failure to maintain said confidentiality may result in appropriate disciplinary action. Furthermore, federal law prohibits retaliation against those who file complaints, and the University will take responsive action if such retaliation occurs, up to and including termination and/or expulsion.

Except with respect to hearings before the Faculty Appeals Board or an applicable student disciplinary procedure, all records involving discrimination or harassment, upon disposition of a complaint, shall be transmitted to and maintained by the Equal Opportunity Office as confidential records except to the extent disclosure is permissible or required by applicable law or University policy. It should be noted that under the Family Educational Rights to Privacy Act and the Clery Act that final disciplinary actions shall be reported to the complainant as well as reported in accordance with the Clery Act reporting requirements. Further, to the extent the disciplinary action directly affects the complainant (e.g. a no-contact order), that information may be provided. The University shall inform complainants if it is unable to ensure confidentiality.

VII. Proceedings

A. Investigation

Upon receipt of a complaint, the Sexual Misconduct Officer will notify complainant via email of the receipt of the complaint and is empowered to investigate the charge, to interview the parties and others, and to gather any evidence he or she deems pertinent. The investigation and findings should be completed within 60 calendar days of receipt of the complaint, or as soon as practical.

Once the Sexual Misconduct Officer has gathered the information, he/she shall discuss his/her findings with the other Equal Opportunity Officer for a determination whether sufficient grounds exist to issue a finding of impropriety and/or to refer the matter to the appropriate disciplinary panels (e.g. referral to the Faculty Appeals Board with respect to claims against faculty members, referral to the Student Conduct Office for student misconduct charges, or advising the appropriate executive officer of any findings and recommendations regarding employees and third parties).

At all times, through the proceedings, the original complainant shall have all rights afforded to the charged individual.

B. Decision

After the joint EOO consultation, the Sexual Misconduct Officer shall render a decision on a case-by-case basis based upon the evidence as a whole, the totality of the circumstances, and the context in which the alleged incident(s) occurred, utilizing a preponderance of the evidence standard, i.e. the facts complained of are more likely true than not.

Upon completion of the investigation, the Sexual Misconduct Officer is authorized to take the following actions:

1. **Satisfactory Resolution**—The matter is resolved to the satisfaction of all parties. Provided, however, there will be no direct mediation between the parties. If a resolution satisfactory to the parties is reached, the Sexual Misconduct Officer shall prepare a written statement indicating the resolution. At that time, the investigation and the record shall be closed.
2. **Dismissal**—The Sexual Misconduct Officer finds that no policy violation occurred and dismisses the complaint, giving written notice of said dismissal to each party involved. Within 15 business days of the date of the notice of dismissal, either party may appeal said dismissal in writing to the Equal Opportunity Office by requesting a hearing. If no appeal is filed within the 15 business-day period, the case is considered closed.
3. **Determination of Impropriety**
 - a. The Sexual Misconduct Officer makes a finding of impropriety and notifies the parties of the decision and may recommend any action to be taken (e.g. referral to Student Affairs for student misconduct charges, disciplinary action with respect to faculty and/or staff, and/or referral to the Faculty Appeals Board). To the extent referral to another hearing body occurs (e.g. referral to student misconduct or Faculty Appeals Board, any appeal of the Sexual Misconduct Officer's decision may be heard during the referred hearing. To the extent the recommended action involves disciplinary measures without a hearing (e.g. staff disciplinary measures or actions involving third parties), either party may appeal said determination in writing to the Equal Opportunity Office within 15 business days of the date of the notice of determination and the issue proceeds to an appellate review as described below. If no appeal is filed within the 15 business-day period, the case is considered closed.
 - b. In the case of a complaint against a faculty member, the Sexual Misconduct Officer may determine that the evidence is sufficiently clear and serious, warranting the immediate commencement of formal proceedings as provided in the Abrogation of Tenure, Dismissal before Expiration of a Term Appointment, and Severe Sanctions sections of the *Faculty Handbook*. If the President concurs with the finding of the Sexual Misconduct Officer, the case may be removed from the grievance proceedings contained herein and further action in the case shall be governed by the Abrogation of Tenure, Dismissal before Expiration of a Term Appointment, and Severe Sanctions section in the *Faculty Handbook*; otherwise, this policy and procedure shall apply.

In the case of a complaint against a student, where sufficient evidence of impropriety is found (if not earlier referred to the Student Conduct Office for action), the matter shall be referred to the Student Conduct Office for appropriate action under the Student Rights and Responsibilities Code.

C. Appeal of the Sexual Misconduct Officer's Findings

1. Request for an appeal

- a. Where the matter is not otherwise referred to other University procedures for review and action, either party may request, in writing, a hearing within five (5) business days of the decision and the request must contain the particular facts upon which the appeal is based as well as the identity of the appropriate respondent(s). The Equal Opportunity Office staff or the University's designee, where the Sexual Misconduct Officer is the respondent, shall provide a copy of the request to the proper respondent(s).

Where the decision is favorable to the initial complainant, and the alleged perpetrator appeals the finding, the Sexual Misconduct Officer shall defend his or her report and findings, and the initial complainant shall be a witness in the appellate proceedings, rather than a "respondent". In this type of appeal, all references to "respondent" in the appellate procedures shall refer to the Sexual Misconduct Officer and/or relevant members of the University administration. Provided, however, the initial complainant shall be entitled to all rights and procedures available to any party during the appeal process and shall be included in the definition of parties.

An appropriate University official/employee shall be identified by the administration to manage the appeals process and the Equal Opportunity Office shall only be involved as the respondent.

- b. Typically, only unresolved complaints following an investigation may result in a hearing before a panel selected from the membership of the Committee on Discrimination and Harassment as described below. For the Norman campus, faculty-versus-faculty grievances with multiple issues are heard by the Faculty Appeals Board. For all campuses, grievances against students may, in the Sexual Misconduct Officer's discretion, be heard by the appropriate hearing body as set forth in the disciplinary policies and procedures applicable to each campus. The request for a hearing is to be addressed to the Equal Opportunity Office.

c. If a hearing is requested, the respondent's written response to the request for a hearing must be sent to the EOO's staff or the University's designee within five (5) business days of receiving notice that a hearing has been requested. A copy of the response shall be given to the party requesting the hearing. The initial complainant may likewise provide a written response within this timeline if he/she is not the appellant.

2. Selection of a Hearing Panel

Within five (5) business days following receipt of the written request for a hearing, the Equal Opportunity Office staff or the University's designee shall contact the parties informally and initiate the process to determine the members of the hearing panel.

a. Panel

A five (5) member hearing panel will be chosen by the parties to the complaint from the following groups:

- * on the Health Sciences Center campus and for HSC-based programs at the Tulsa campus, the 24-member committee on discrimination and harassment;

- *on the Norman campus and for Norman-based programs on the Tulsa campus, from the 16-member committee on discrimination with faculty representation from the 50-member Faculty Appeals Board. Provided, however, students may not sit on sexual assault/misconduct/harassment hearing panels or their appellate panels.

b. Process of Panel Selection

The Equal Opportunity Office staff or University designee shall contact the parties informally to select the panel. The complainant and the respondent, with input from the initial complainant, will select five (5) names each from the pool, excluding students. The names will be listed in rank order with name number one (1) on each list being the preferred panelist.

The Equal Opportunity Office staff or the University's designee will contact the individuals in the order selected. The first two (2) names on each list of who is available to serve will make up the hearing panel.

Those individuals selected will choose a fifth name from the entire pool to serve as a panel member and who will serve as chair. If the individuals forming the panel cannot agree on the fifth name and/or his or her service

as chair, the Equal Opportunity staff or University designee shall appoint the fifth name and the chair.

Any party to the complaint may ask the Equal Opportunity Office staff or the University's designee to disqualify any member of the hearing panel. Such requests will be in writing and show sufficient grounds for removal. Furthermore, no panelist shall be expected to serve if he or she feels that a conflict of interest exists. Replacements shall be selected in the same manner as the original panel.

3. Orientation Conference

Within ten (10) business days of receiving notice of service on the appellate panel, or sooner if feasible, the chair shall convene the hearing panel for an orientation and discussion of the grievance and a decision as to whether there exist adequate grounds for a prehearing. A member of the Equal Opportunity Office staff and/or the University's designee shall be present during the orientation conference, where he or she will provide each panel member with a copy of the hearing guidelines, the written complaint, the request for a hearing, the written responses, and the Sexual Misconduct Officer's report.

However, only panel members shall be present for any discussions regarding whether a prehearing should be held. If the panel agrees by a majority vote that adequate grounds for a prehearing conference do not exist in its reasonable discretion, then it shall notify the Equal Opportunity Office staff/University designee, who in turn, shall notify immediately the appropriate executive officer. The panel's services shall be concluded and the Sexual Misconduct Officer's findings shall be final.

The appropriate executive officer shall render his or her decision and notify the parties and the Equal Opportunity Office staff within five (5) business days of the panel's notification of its decision. Any party may appeal the executive officer's decision in writing to the President within five (5) business days of notice of the decision. If the President does not act within five (5) business days of the request, the executive officer's decision is final.

4. Prehearing

If the panel determines that a prehearing is advisable, the chair of the hearing panel shall schedule a time for a prehearing, which can be contemporaneous with the orientation conference, but in no event no later than five (5) business days after the orientation conference. Only panel members may be present during the prehearing or any discussions. During the prehearing, the hearing panel shall discuss the Sexual Misconduct Officer's report and the response documents and all relevant materials, and shall determine by a majority vote whether a formal hearing is warranted.

Whether a formal hearing is warranted shall be within the panel's discretion and based on the appellant's written appeal. To determine whether a formal hearing is warranted, the panel should base its decision on whether the appellant has proven by a preponderance of the evidence that (a) there was insufficient evidence, utilizing a preponderance of the evidence standard, to support the Sexual Misconduct Officer's decision; or (b) additional evidence not previously available exists that would have altered the Sexual Misconduct Officer's findings. Based on this review and analysis, the hearing panel within its reasonable discretion and by majority vote shall determine whether a formal hearing is warranted, and shall immediately notify the parties and the Equal Opportunity Office of its decision. A determination that a formal hearing is warranted does not necessarily imply the Sexual Misconduct Officer's decision was erroneous.

If, however, the panel decides at its prehearing that there is no basis for a formal hearing, it shall immediately report the determination in writing to the Equal Opportunity Office staff, who in turn, shall immediately notify the proper executive officer with a copy to the President. There shall be no further appeal of the Sexual Misconduct Officer's decision by the complainant/appellant where the panel determines no formal hearing is warranted.

Within five (5) business days of notice of the panel's decision, the executive officer shall render a decision on the matter and notify the parties, the Equal Opportunity Office staff and the President of the decision.

Any party may appeal the executive officer's decision in writing to the President within five (5) business days of notice of the decision. If the President does not act within five (5) business days of the appeal to him/her, the executive officer's decision is final.

5. Formal Hearing

If the hearing panel determines a formal hearing is warranted, the chair will schedule the formal hearing to be held within 30 calendar days of its decision to hold a formal hearing. The chair shall immediately notify the Equal Opportunity Office staff, who in turn, shall notify the parties of the date, time and location of the formal hearing.

The hearing panel procedures shall be established with reference to the Hearing Guidelines provided by the Equal Opportunity Office staff or the University's designee at the orientation conference, and as determined by the chair in consultation with the Equal Opportunity Office and/or University Legal Counsel. Any party shall be entitled to present relevant evidence as determined by the hearing panel.

The chair shall notify the parties of the date, time, and location of the hearing, along with other relevant information concerning the hearing process. Parties are responsible for giving such notice to their witnesses. The hearing shall be scheduled to reasonably ensure that the complainant, respondent, and essential witnesses are able to participate. However, the chair may ultimately schedule all relevant deadlines and hearings. The parties shall present their own cases. No advisors or counsel may be present in the hearing.

At the formal hearing, the appellant bears the burden of proving by a preponderance of the evidence that the report, or its result (a) is unsupported by any evidence, or (b) would have been altered by the new evidence that was not previously available.

The parties may call relevant witnesses to testify. However, the parties may not cross-examine one another. The parties may submit questions to the hearing panel for the panel to ask each party, if relevant, as determined in the panel's discretion. The hearing shall be closed unless all parties agree to an open hearing. Audiotape recordings of the proceedings shall be arranged by the chair and paid for by the University. Copies of the recording will not be provided. Transcripts may be charged to the requesting party; the original version of the recording shall remain the property of the University.

If the matter is resolved to the satisfaction of all parties prior to completion of the hearing, a written statement shall indicate the agreement recommended by the parties and the statement shall be signed and dated by each party and by the chair. The recommendation will be referred immediately to the Equal Opportunity Office staff, who in turn, shall immediately notify the appropriate executive officer for final determination. The executive officer shall notify the parties of his/her final determination within five (5) business days of notification of the agreed resolution. Assuming the executive officer agrees with the resolution, the matter shall be closed. To the extent the executive officer disagrees with the resolution, he/she may render his/her decision and immediately notify the parties. Any party may appeal the decision in writing to the President with a copy to the EOO and all other parties. The President shall render a decision within five (5) business days of notice of the appeal.

A. Findings and Recommendations

In the event that no solution satisfactory to the parties is reached prior to the completion of the hearing, the hearing panel shall determine by majority vote whether the relevant decisions should be upheld or modified and shall notify the Equal Opportunity Office staff of its findings and recommendations within five (5) business days of the hearing (unless the hearing panel determines that because of unforeseen circumstances additional time is needed). The Equal Opportunity Office staff will

immediately notify the proper executive officer with copies to the President.

B. Executive Officer's Decision

1. Appellate Times

Within five (5) business days of receipt of the hearing panel's findings and recommendations, the proper executive officer shall inform the complainant and the respondent of the findings of the hearing panel and the executive officer's decision as permitted by applicable law. A copy of the executive officer's decision shall be immediately transmitted to the chair of the hearing panel, with copies to the President and the Equal Opportunity Office staff.

2. Appeal to the President

Any party (including the original complainant) may appeal the executive officer's decision to the President within five (5) business days of the decision. If the President does not act to change the decision within five (5) business days of receiving the appeal, the executive officer's decision shall be final under the executive authority of the President.

THE UNIVERSITY OF OKLAHOMA
Student Rights and Responsibilities Code
2011-2012

I. Overview and Mission

The purpose of the Student Rights and Responsibilities Code (referred to as the “Code” or “this Code”) is to establish specific student rights and responsibilities while maintaining an environment conducive to the University of Oklahoma’s mission. The processes and procedures of this Code establish and enforce standards of conduct through educational experiences, fostering student learning and development while maintaining student retention.

II. Authority and Jurisdiction

The Board of Regents of the University of Oklahoma is charged in the Constitution of the State of Oklahoma with governing the University, and nothing in this Code prevents the Board of Regents from establishing or amending rules or procedures in order to fulfill its responsibility. In collaboration with the appropriate University official, the University Vice President for Student Affairs has day-to-day responsibility for disciplinary matters and maintenance of records of all actions taken. The University Vice President for Student Affairs shall be vested with the authority to establish and operate a Student Conduct Office. The respective campus Director of Student Conduct shall work in collaboration with appropriate University officials, but shall report to the University Vice President for Student Affairs (“UVPSA”) for the operation of the Student Conduct Office (“Student Conduct”).

This Code and the Procedures shall be effective beginning September 19, 2011.

III. Student Rights

Students of the University of Oklahoma are guaranteed certain rights by the Constitutions of the United States and the State of Oklahoma and the University of Oklahoma Student Association. Those documents are controlling and any questions of student rights must be decided on the language contained in those documents. Among other rights, the following apply:

1. The student has the right to form, join and participate in any student organization or group without regard to race, color, national origin, sex, sexual orientation, genetic information, age (40 or older), religion, disability, political beliefs or status as a veteran. <http://www.ou.edu/home/eoo.html> and <http://www.ou.edu/home/misc.html>.
 2. The student has the right to pursue his/her education as long as he/she meets the University’s applicable academic standards and observes applicable laws and policies.
 3. The student has the right to certain procedural due process, including notice and an opportunity to be heard.
 4. The student has the right to request appropriate action from the administration for any violation of right guaranteed by this Code.
 5. The student has the right not to be charged twice by the Student Conduct Office for one incident.
 6. The student has the right to establish and/or disseminate publications free from any censorship or other official action controlling editorial policy or content in accordance with University policies.
 7. The student has the right to invite and hear any person of his/her choice on any subject of his/her choice subject to applicable regulations and/or University policy.
 8. The student has the right to use campus facilities, subject to regulations governing the facility. http://www.ou.edu/content/studentaffairs/services/policies_and_forms.Html
<http://www.ouhsc.edu/policy/>
 9. The student has the right of assembly to demonstrate, inform, or protest, in accordance with University policy.
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10. The student has the right to be secure in his/her possessions, against invasion of privacy, and unreasonable search and seizure.

IV. Student Conduct Proceedings

Procedures under this Code are attached as Appendix A and available at: <http://studentconduct.ou.edu/>. In collaboration with the appropriate University official, the UVPSA or other appropriate administrative official vested with such authority, has discretion to take various actions under this Code for violations of law or University policy. *Such actions are separate from civil, criminal or licensure proceedings that may relate to the same incident.* Proceedings under the Code may be carried out prior to, simultaneously with, or following civil, criminal or licensure proceedings, at the discretion of the University.

The University will initiate the appropriate process under the Code within 365 calendar days from the date that a University employee discovers the act. Provided, however, the appropriate process shall be initiated immediately upon receipt of findings from the University's Equal Opportunity Office. In addition to any proceedings described in the Student Conduct Procedures (see Appendix A, the "Procedures")), the University may take any of the following actions:

A. Direct Administrative Action

In collaboration with the appropriate University official, the UVPSA or other appropriate administrative official vested with such authority, may immediately take Direct Administrative Action, which he/she deems necessary for the welfare or safety of the University Community; to maintain order on the campus and preserve the orderly functioning of the University; to stop or prevent interference in any manner with the public or private rights of others on University premises; to stop or prevent actions that threaten the health or safety of any person; or stop or prevent actions that destroy or damage property of the University, its students, faculty, staff, or guests.

Any student so affected may be entitled to a hearing as outlined in the Procedures, attached as Appendix A and available at: <http://studentconduct.ou.edu/>

B. Disciplinary Hold and Disciplinary Stop

While conduct proceedings are pending, the University may place a disciplinary hold on the student's records, which prohibits the student from registering for classes until the conduct process, including any review procedure, if requested, is complete. The University may also place a disciplinary hold if a student fails to complete assigned sanctions, which has the same impact on a student's records and registration as described above. If a disciplinary hold is placed, the hold will not be removed until the student satisfactorily completes all sanctions.

The University may place a disciplinary stop on a student's record if a student is suspended as part of the sanctions, prohibiting a student from being admitted to or registering for classes at any campus governed by the Board of Regents of the University of Oklahoma. A disciplinary stop shall remain in effect until the suspension period is over, the student has complied with all conditions, has reapplied and been readmitted.

V. Advisors

The disciplinary process is an administrative, not a legal proceeding. Nonetheless, if a student wishes to consult an advisor, the UOSA General Counsel, or other advisors as may be provided by the University, advises students free of charge; or a student may hire a private advisor or attorney (collectively referred to as "advisors") at his/her own expense. Direct participation of the student is essential to the

educational and/or remedial nature of the conduct process; therefore, the student must be present and actively engaged throughout the process, and the role of any advisor is limited as described below.

Except as required by Oklahoma law with respect to expulsion proceedings and as outlined in the Procedures, attached as Appendix A and available at: <http://studentconduct.ou.edu/>, the advisor is limited to counseling the student and may not be present, act or speak for the student, participate directly in any hearing or meetings, cross-examine witnesses, or otherwise disrupt or delay the proceedings. Hearings and meetings, etc. will be scheduled based on student availability not advisor availability. With respect to expulsion proceedings, only licensed attorneys are permitted to represent parties. Attorneys may be present in hearings only when specifically permitted by this Code and the Procedures. Any advisor not complying with this section will be removed from the process at the discretion of the Director of Student Conduct or appropriate hearing Chair, in accordance with Appendix A.

VI. Student Responsibilities

Enrollment in the University creates special obligations beyond those attendant upon membership in general society. In addition to the requirement of compliance with all applicable laws and regulations, the student assumes the obligation to comply with all applicable University and College regulations.

It is the responsibility of all students who are potential parties or witnesses to an alleged violation of the Code to participate in the conduct process. Students have a duty to cooperate and discuss the incident with appropriate University officials, adhere to stated deadlines, attend scheduled meetings, provide documentation as requested and participate in all proceedings. Failure to meet these duties may result in a decision being made without the benefit of the student's participation, or may result in a student being charged with failing to comply with the direction of a University official.

Prohibited Conduct

These definitions include, but are not limited to, the following:

1. Abusive conduct: Unwelcome conduct that is sufficiently severe and pervasive that it alters the conditions of education or employment and creates an environment that a reasonable person would find intimidating, harassing or humiliating. These circumstances could include the frequency of the conduct, its severity, and whether it is threatening or humiliating. This includes physically abusing a person or holding a person against his or her will. Simple teasing, offhanded comments and isolated incidents (unless extremely serious) will not amount to abusive conduct.
 2. Alcohol violations: Possessing, using, providing, manufacturing, distributing, or selling alcoholic beverages on or off campus in violation of law or University policies.
 3. Arson: The willful setting fire to or burning of a structure or its contents or the property of another.
 4. Dishonesty: Manufacturing, possessing, providing, making, or using false information or omitting relevant information to University officials or on University applications, forging, altering or misusing a University record or document, initiating a false report, and knowingly using or possessing forged, altered or false documents or records.
 5. Disruption or obstruction of a University activity: Interference with, obstruction or disruption of University activities such as teaching, research, recreation, meetings, public events and disciplinary proceedings.
 6. Drug violations: Possessing, using, providing, manufacturing, distributing, or selling drugs or drug paraphernalia in violation of law or University policies. This includes the use or possession of prescription drugs other than by the person prescribed or for a purpose other than what was prescribed.
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7. Ethical or professional code violations, violation of licensure board rules and regulations, state and federal laws, and/or other applicable regulatory or privileges issues: as defined by the student's College or professional association or licensure board, as may be applicable to the student(s), or applicable laws or regulations.
 8. Failing to abide by or complete a University sanction in a satisfactory manner: Failure to adhere to sanctions or engaging in other prohibited conduct while on disciplinary probation or suspension.
 9. Failure to comply with the direction of a University official who is performing his or her duties.
 10. Failure to keep records up to date: Failing to keep Admissions and Records notified of current school and/or permanent directory information, including email information.
 11. Hazing: Any action or situation that recklessly or intentionally endangers the mental or physical health, safety, or welfare of an individual for the purpose of initiation, participation, admission into or affiliation with any organization at the University, as defined by Oklahoma or federal law.
 12. Interfering with, obstructing or disrupting police or fire responses: Tampering with, impairing, disabling, or misusing fire protection systems such as smoke detectors, fire extinguishers, sprinklers, or alarms; failing to evacuate during a fire alarm; resisting arrest; failing to abide by the directions of police or fire personnel.
 13. Mental harassment: Intentional conduct that is so extreme and outrageous that a reasonable person would not tolerate it.
 14. Misuse of computing facilities: Misusing computer labs and equipment as well as technology resources including the Internet, University networks, computer software, data files belonging to others, email addresses and accounts belonging to others, University databases and violating University Information Technology computing policies. The University's Computer Use Policy is found at http://www.ou.edu/committees/itc/policy/Acceptable_Use_of_Information_Resources.html
<http://it.ouhsc.edu/policies/AcceptableUse.asp>
 15. Misuse or defacement of University property: Damage to or misuse of equipment, property, furniture, facilities and buildings belonging to the University.
 16. Misuse or defacement of property belonging to another.
 17. Retaliation: Taking any adverse action against a person because of, or in retaliation for, the person's reporting of a crime or violation of University policy, or in assisting in such a claim.
 18. Sexual Misconduct: Violating the University of Oklahoma Sexual Assault, Discrimination, and Harassment Policy, found at:
<http://www.ou.edu/home/misc.html>
 19. Stalking: Willfully, maliciously, and repeatedly following or harassing another person in a manner that would cause a reasonable person to feel frightened, intimidated, threatened, harassed, or molested.
 20. Theft: Possessing property that is known or should have been known to be stolen, taking property without the consent of the owner, even with intent to return the property, or obtaining property by false pretenses.
 21. Unauthorized entry or exit or attempted entry or exit: Entering or exiting or attempting to do the same without authority or consent with respect to University facilities, property belonging to another and fraternity and sorority houses.
 22. Violation of local, state, federal law or University regulation or policy.
 23. Weapons violations, possession of weapons, firearms, explosives, fireworks, ammunition or
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incendiary devices on campus: Actual or constructive possession or control of any weapon, including but not limited to air pistols, air rifles, lock blades, fixed blades, knives with a blade longer than four inches, blackjacks, metal knuckles, chemical substances, bombs, or any other device found to be a violation of this Code by Student Conduct. Instruments designed to look like any of the above are included in this prohibition.

VII. Sanctions

In collaboration with the appropriate University official, the UVPSA, or other appropriate administrative official vested with such authority, may issue the following sanctions in accordance with the procedures established for each campus, including an order, by agreement of the parties or by a default decision. Sanctions not on this list may be issued when deemed appropriate by the University.

1. Verbal Warning: A verbal notice that the behavior was inappropriate.
 2. Written Warning: A written statement that the behavior was inappropriate, which will remain on the student's University disciplinary record for a specified period of time or until the student meets certain conditions.
 3. Disciplinary Probation: A written statement that the behavior was inappropriate and should subsequent violations occur, the University will take more serious conduct action up to and including suspension or expulsion. This can include exclusion from University affiliated entities, including student organization activities for a period of time or until the student meets certain conditions. Disciplinary probation will remain on the student's disciplinary record for a specified period of time or until the student meets specified conditions.
 4. Educational Sanctions: A specific number of hours of community service, completion of a reflection or research paper, attending a class, program or lecture, attending counseling, or other actions.
 5. Restitution: Repayment for damages or misappropriation of property. This may include monetary compensation or other related service(s), such as cleaning or restoration.
 6. Administrative Fee: Administrative fees for educational programs and presentations as well as policy related administrative costs, which are assessed directly to the student's Bursar account. A financial stop may be placed on the student's record if the student fails to pay the administrative fee by the due date. This stop may prevent the student from registering for future terms or adding or dropping courses.
 7. University-Owned Housing Reassignment or Termination: Reassignment to another University-owned housing unit, exclusion from certain University-owned properties or termination of the student's housing agreement.
 8. Administrative Trespass: Denial of access to all or a portion of campus, except for limited periods and specific activities with the permission of the appropriate University official, as designated by the University Vice President for Student Affairs or other appropriate administrative official vested with such authority. Should the student enter campus without written permission, the appropriate University official or the campus police may take action.
 9. Suspension: Exclusion from the University and all campuses governed by the Board of Regents of the University of Oklahoma for a specific period of time or until the student meets certain conditions, following which the student may be permitted to re-enroll or apply for readmission to the University, as applicable.
 10. Expulsion: Exclusion from the University and all campuses governed by the Board of Regents of the University of Oklahoma for an indefinite period of time, a record of which remains on file permanently.
 11. Restriction or Denial of University Services. Restricted from use or denial of specified University services, including participation in University activities.
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12. Delayed Conferral of Degree. Delay of issuance of a student's diploma for a specified period of time or until the student meets certain conditions.
13. Strike: The University's official recognition of a student's or organization's violation of the University of Oklahoma's Norman Campus Alcohol Policy.

VIII. Review of the Student Conduct Code

In collaboration with the appropriate University official, the UVPSA, or other appropriate administrative official vested with such authority, and each campus Provost will appoint a committee of at least five (5) persons including the respective Directors of Student Conduct and the presidents of each campus student association to review and revise the Code every three (3) years, or sooner, if needed. The Committee will solicit input from representatives of the legislative bodies of each campus, and campus student associations as needed. Any changes to this Code required for compliance with applicable federal, state, local law, applicable regulations, or University policy shall be made automatically.

IX. Definitions

1. Acceptance of responsibility: The charged student agrees that his or her behavior constitutes a violation of the Code. A charged student who admits responsibility is ordinarily deemed to admit to the facts as alleged and as modified by any investigation that has occurred. Acceptance of responsibility will be taken into account in the assessment of sanctions. Full and frank acceptance will be given the most consideration.
 2. Day: Unless otherwise noted, day refers to a University business day.
 3. Institution or University Includes the OU Norman campus, the OU Health Sciences Center campus and the OU Tulsa Schusterman Campus.
 4. Notice: The University deems notice provided when a communication is sent to a student's University email account, or, where certified mail is required by law, the delivery date of the mail.
 5. Preponderance of the Evidence: A fact is more likely true than not. This shall be the standard of proof used in all conduct proceedings under this Code.
 6. Reporting Party: means any person who submits a charge/report alleging that a student violated this Code. In cases of sexual misconduct, the reporting party shall refer to the alleged recipient of the misconduct.
 7. Student: includes all persons: eligible and taking courses at the University, either full-time or part-time, pursuing undergraduate, graduate, professional, or continuing education; and those who are not enrolled for a particular term but who are academically eligible to enroll. Additionally, the Code applies to all University of Oklahoma students enrolled through University programs who are studying online, abroad or at other locations.
 8. Student Conduct Officer: An employee of Student Conduct who has the responsibility for conducting any meeting, review or hearing.
 9. Student organization: includes a group that has fully complied with the requirements for registration and recognition by Student Affairs as a University student organization.
 10. University official: includes any person employed by the University performing assigned job responsibilities, whether full or part-time.
 11. University property: Equipment, objects, land, buildings and facilities in possession of or owned, used or controlled by the University or funded in whole or in part with University or University of Oklahoma Foundation funds.
 12. University regulation or policy: includes regulations and policies set forth by the College of the student's enrollment, the University, including those promulgated by the Board of Regents of the University of Oklahoma, or by the Oklahoma State Regents for Higher Education.
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APPENDIX A

THE UNIVERSITY OF OKLAHOMA
Student Rights and Responsibilities Code
PROCEDURES

2011-2012

I. Overview

The University will administer the Student Rights and Responsibilities Code (“the Code”) according to the following procedures, except as noted and effective beginning September 19, 2011. All cases under this Code will include a Student Conduct Notice and require a Mandatory Meeting between the student and the Student Conduct Office (“Student Conduct”).

If a case is not resolved at the Mandatory Meeting (as discussed below), a case could, assuming deadlines and conditions are met, advance to a hearing. Depending on the type of charge and/or sanction involved, differing procedures for the hearing and selection of panel members may apply. However, all cases not resolved at the Mandatory Meeting go before a hearing panel (the “Hearing Panel”). The Hearing Panel’s hearings fall within one (1) of two (2) categories: (A) general charges, and (B) sexual misconduct charges. For any charge involving a sanction of expulsion, additional procedural safeguards apply. At the conclusion of the hearing and findings, either party may seek an appeal on the written record before an Appellate Panel. Either party may appeal the finding of the Appellate Panel in writing to the Vice President for Student Affairs (“UVPSA”), who in collaboration with the appropriate University official vested with authority over the relevant area, shall render a decision on the written record, and whose decision is final. However, differing appellate options are available in expulsion cases.

The respective campus Director of Student Conduct or the Chair of the Hearing Panel may extend or accelerate existing timelines, as well as establish and enforce additional deadlines not stated in these procedures as necessary for prompt and effective case resolution. Further, the UVPSA in collaboration with Legal Counsel and the respective campus Provost and the respective campus Director of Student Conduct may modify these procedures at any time, as a whole or on a case-by-case basis where necessary to comply with applicable law, regulation, guidance or as deemed appropriate.

II. Commencement of a Conduct Process

Student Conduct may initiate the conduct process on the basis of information received from any source, including but not limited to an individual, a University official, a residence hall official or a law enforcement agency. Upon receipt of such information, the appropriate Director of Student Conduct may review the allegations and decide whether they fall within the jurisdiction of the Code and whether conduct proceedings should occur. Student Conduct may (A) initiate conduct proceedings by sending the student a Student Conduct Notice; (B) resolve the situation through an informal resolution process; or (C) dismiss the charge.

Student Conduct shall promptly forward allegations of a violation of the University’s Sexual Assault, Discrimination, and Harassment Policy in writing to the University’s Sexual Misconduct Officer (“SMO”). The SMO will investigate any such claims and make a report to the Director of Student Conduct on the respective campus, who will be responsible for filing any applicable charges under the Code.

A. Student Conduct Notice

When Student Conduct initiates conduct proceedings, it sends a Student Conduct Notice to the student who is the subject of the report or complaint via the student's University email address. Notice to the student will be considered furnished once a Student Conduct Notice complying with the following is delivered to the student’s University email account or where certified mail is required by law, the delivery date of the mail.

The Student Conduct Notice shall include:

1. A description of the alleged misconduct;
2. A citation to the Code provisions that are alleged to have been violated;
3. A brief explanation of the Student Conduct process; and
4. An explanation that the student must set up an administrative review meeting (Mandatory Meeting) with the conduct officer within five (5) days, or such shorter time as the Director of Student Conduct specifies.

Likewise, a “no contact” order shall be deemed sufficient if delivered via the student’s University email address or as otherwise required by law. If a “no contact” order is issued, it is the responsibility of the student not to have any contact with the individual(s) named, directly or through third parties, as specified in the order. Failure to comply with this order may result in additional disciplinary action.

B. Mandatory Meeting

Student Conduct will meet with the charged student to explain the conduct process, answer any questions the charged student may have, and allow the charged student an opportunity to respond to the allegations contained in the Student Conduct Notice. The charged student may be advised by an advisor or attorney (collectively referred to as “advisors”) of his or her choosing prior to the meeting, but no advisors shall be present at the meeting.

When the Director of Student Conduct of the respective campus determines that prompt action is essential (e.g., during University orientation, toward the end of the semester, the student is nearing graduation, or there is substantial concern for the health, safety, or welfare of a member of the University community as with a Direct Administrative Action), the Director of Student Conduct may require that the charged student meet within one (1) day of receipt of the Student Conduct Notice if the student resides on campus, or two (2) days if the charged student resides off campus. The University may give notice in these cases by the telephone number provided in oZone, PeopleSoft or by the student’s University email address.

If, during the Mandatory Meeting, the charged student agrees that his or her behavior constitutes a violation of the Code, Student Conduct will discuss with the charged student the violation and any relevant circumstances. After considering any additional information the charged student has presented, Student Conduct shall determine sanctions. If the charged student disagrees with the finding of Student Conduct, the student may request a hearing in writing within two (2) days of the Mandatory Meeting, as applicable.

C. Failure to Respond / Default

If the charged student does not schedule or attend a Mandatory Meeting by the date specified in the notice, or fails to follow instructions or submit requested documentation or information within a reasonable specified amount of time, Student Conduct may decide the outcome of the case in the charged student’s absence. In such cases, the student, by failing to respond or participate, shall be in default and will have waived any right to further process under this Code.

III. Hearing Panel Process

A Hearing Panel pool shall be established annually on each of the University’s three (3) main campuses, comprised of members appointed by the UVPSA and the respective Provosts upon the recommendation of the applicable faculty senate Chair, staff senate Chair, and student body president. Each pool shall consist of at least ten (10) faculty members, ten (10) staff members and ten (10) students from

representatives of each campus, and specific representatives may also be appointed from professional schools where a violation of an ethical or professional code is alleged. Each member of the pool shall serve a two-year term and may be reappointed or removed at any time. All members of each pool will receive general hearing training along with specialized training regarding sexual misconduct and expulsion cases.

Upon need for a hearing, the UVPSA or his/her designee shall schedule and select a Hearing Panel randomly from the appropriate pool. If the charges involve sexual misconduct, no appointed panel member may be a student. Generally, the hearing procedures noted below apply to all hearings except as required for sexual misconduct and/or cases involving expulsion as noted below.

- A. Each Hearing Panel shall consist of three (3) members; one (1) of whom must be a student, except in cases involving the Sexual Assault, Discrimination, and Harassment Policy, in which case, no student may sit on the Hearing Panel. One (1) faculty or staff member of the Hearing Panel will serve as the Chair and shall be responsible for management of the Hearing Panel.
- B. Student Conduct shall train the Hearing Panel pool at least annually. Any Hearing Panel member who believes he or she is unable to be an objective participant for a given hearing is expected to remove herself/himself for that particular hearing.
- C. In all aspects of these procedures with respect to sexual misconduct cases where rights are provided to the “reporting party,” the reporting party is the alleged survivor. The Director of Student Conduct for the respective campus, the charged student, and the reporting party (in sexual misconduct cases) has the opportunity to object to the composition of the Hearing Panel based upon any panel member’s inability to be an objective participant for the matter. The UVPSA shall make a final determination in any case where there is timely objection to and disagreement as to whether a panel member should be removed.
- D. Upon receipt of the request for hearing by the charged student, Student Conduct shall request the UVPSA appoint a Hearing Panel within five (5) days of the charged student’s request. If an appointed member cannot serve on a particular panel in a timely fashion, the UVPSA may fill the vacant position with another member of the pool. Once appointed, the Hearing Panel shall immediately elect a Chair for the hearing. The Chair of the Hearing Panel will notify the student of the applicable hearing procedure, the date and location of the hearing, and all relevant timelines. Any party who fails to submit information or exchange information as required by the deadline(s) will be barred from presenting that information in the hearing.
- E. The Chair of the Hearing Panel has the authority to preside at all hearings, to keep order throughout the hearing process, to exercise control over the hearing for efficiency and relevancy, and to determine all relevant timelines including any appropriate extension. The Chair may exclude from the proceedings any person who disrupts the hearing process or who fails to adhere to the Chair’s rulings. The hearing shall continue in the removed person’s absence. Further, the Hearing Panel cannot guarantee the participation of any person. Students and employees are expected to participate as reasonably requested in conduct proceedings as a responsibility of membership in the University community and failure to do so may result in disciplinary action.
- F. The Hearing Panel shall consider the allegations in the Student Conduct Notice, the charged student’s response to those allegations, any applicable reporting party statements (in sexual misconduct cases), and any relevant documents or statements. The Hearing Panel will not hear arguments about the legality or justification of any provision under which a charge is brought or the legality of the procedures. Technical departures from the hearing procedure will not

invalidate a decision, recommendation or proceeding unless they have prevented a fair determination of the issues.

- G. Student Conduct, the reporting party (in sexual misconduct cases) and the charged student, as provided by applicable law, will receive a copy of any materials submitted to the Hearing Panel and that the Hearing Panel accepts as relevant.
- H. Each party, including the reporting party in sexual misconduct cases, will be allowed to give a five (5) minute opening statement and a five (5) minute closing statement. After the opening statements, the Hearing Panel may provide the University and the charged student (and the reporting party in sexual misconduct cases) an opportunity to present their respective positions, including the presentation of documents and witness testimony. Each party shall also be given the opportunity to cross-examine witnesses presented by the other. However, in sexual misconduct cases, the charged student and reporting party may not cross-examine one another directly. In expulsion cases involving sexual misconduct, the attorneys may cross-examine the charged student and reporting party. In any sexual misconduct case where an individual is not represented by an attorney or an advisor, the individual may request that the Hearing Panel pose cross-examination questions. The Chair shall ask those questions the Hearing Panel deems relevant. The Hearing Panel may also directly question any individuals (including the charged student) and will consider any relevant documents presented.
- I. The Hearing Panel will make determinations about the facts and the credibility of those providing information and determine by majority vote whether the charged student has violated the Code. If the Hearing Panel finds that the charged student is responsible for violating the Code, the Hearing Panel shall consider any aggravating or mitigating circumstances timely presented to them in assigning sanctions. The Chair of the Hearing Panel will notify the charged student and appropriate University officials of the decision in writing and in accordance with the procedures noted below.
- J. All student conduct proceedings are closed. The University may audiotape any conduct proceeding, which will be the official record of the proceedings, and will be kept pursuant to the University's Records Retention policy, found at:
<http://www.ou.edu/content/dam/AdminFinance/documents/Records%20Retention%20Policy%20Intro%20Dec%202010.pdf>
- K. The standard of proof required to show a violation of the Code is by a preponderance of the evidence contained in the record, *i.e.* the evidence must demonstrate that it is more likely true than not that the conduct occurred.
- L. Unless otherwise noted in expulsion cases, technical rules of evidence and procedures applicable to civil and criminal court cases do not apply to hearings. The Hearing Panel may consider any information it deems relevant.
- M. If procedural questions arise during the hearing process, the Hearing Panel may consult with the Office of Legal Counsel.
- N. For possible Sanctions, see the Code, Section VII.

IV. Types of Hearings

A. Administrative Review Hearings: Administrative Review Hearings heard by the Hearing Panel involve any charge not involving sexual misconduct or expulsions.

1. Within ten (10) days of the formation of the Hearing Panel, the Chair shall notify the parties of the relevant details and schedule the Administrative Review Hearing, which should typically occur no later than thirty (30) days after the formation of the Hearing Panel. Student Conduct and the charged student shall exchange the names of any persons they believe have relevant information and all relevant documents no later than five (5) days prior to the Administrative Review Hearing.
2. In accordance with these Procedures, the charged student may be advised by an advisor of his or her choosing prior to the Administrative Review Hearing, but no advisor shall be present at the Administrative Review Hearing or in any meetings.
3. If the student is found responsible for violating the Code, the Hearing Panel will consider any aggravating or mitigating circumstances and assign sanctions. The Hearing Panel will notify the charged student and appropriate University officials of the decision in writing via email to the student's University email address within five (5) days of the Administrative Review Hearing.
4. Either party may appeal the decision as noted in Section V below.

B. Sexual Misconduct Hearings: The Hearing Panel shall utilize the Sexual Misconduct Hearing procedures in cases involving sexual misconduct, or the violation of the University's Sexual Assault, Discrimination, and Harassment Policy. The Sexual Assault, Discrimination and Harassment Policy, which is available at:

<http://www.ou.edu/home/misc.html>

1. The Director of Student Conduct for the respective campus shall represent the University, and, due to the nature of the proceedings, indirectly represent the reporting party. However, Student Conduct's role is to ensure the best interests of the University community are represented. In accordance with these Procedures, any party may be advised by an advisor of his or her choosing prior to the hearing, but no advisor shall be present at the hearing or in any meetings.
2. Within five (5) days of the formation of the Hearing Panel, the Chair of the Hearing Panel shall notify the charged student, the reporting party and Student Conduct of the date of the hearing, which shall be set no later than fifteen (15) days from the date of the notice to the parties. The notice shall also include the location of the hearing, the panel composition and any additional Hearing Panel procedures and deadlines for objecting to the panel's composition and for exchanging information such as the names of any persons or documents to be presented (typically five (5) days prior to the hearing).
3. The reporting party shall have any rights afforded to the charged student should the reporting party wish to actively participate in the process. Generally, the reporting party becomes a witness in the proceedings rather than a party initiating or defending the charges. However, to the extent the reporting party wishes to submit objections, present evidence, or identify witnesses outside the context of Student Conduct's role,

the reporting party may directly participate in the process.

4. The Hearing Panel may question any witness at the hearing.
5. *Hearing Panel members and Student Conduct officers shall be the only persons permitted to question the reporting party and the charged student. The Chair may pose any questions he/she deems relevant as requested by the reporting party or charged student for cross-examination of one another. At no time shall the reporting party or charged student address one another directly.*
6. After deliberations, the Chair of the Hearing Panel will notify the charged student and appropriate University officials of the decision in writing via email to the charged student's University email address within five (5) days of the hearing. To the extent permitted or required by law, the Chair of the Hearing Panel will also notify the reporting party of any findings that affect the reporting party to the reporting party's email address within five (5) days of the hearing.
7. Any party may appeal the decision as provided in Section V below.

C. Additional Procedural Safeguards Regarding Expulsion: In addition to the Hearing Panel Process procedures noted in Section III above, additional procedural safeguards shall be implemented when the University seeks expulsion of the charged student. With respect to expulsion cases that also involve sexual misconduct or a violation of the Sexual Assault, Discrimination and Harassment Policy, the procedures noted in Sections III, and IVB above apply in addition to these expulsion hearing safeguards. In expulsion cases, including those arising out of Direct Administrative Actions, the additional hearing procedures of this Section IVC and the Oklahoma Administrative Procedures Act, 75 O.S. §250 et seq. ("APA") shall apply. To the extent any policy or procedure conflicts with the APA applicable to the University proceeding, the APA shall govern.

1. When expulsion is sought, the Director of Student Conduct for the respective campus shall represent Student Conduct (with the assistance of University counsel if the charged student is represented by an attorney and Student Conduct requests assistance). Upon notification that the University may seek to expel the charged student (i.e. after determination of sanctions following the Mandatory Meeting), the charged student, and reporting party in sexual misconduct cases, is entitled to one *licensed attorney* of his or her choosing at his or her expense.
2. Generally, the reporting party in sexual misconduct cases is merely a witness and is indirectly represented by Student Conduct, and not a party to the proceeding. However, to the extent the reporting party wishes to do so, he/she may hire an attorney of his or her own choosing. The attorney for the reporting party may only participate on behalf of the reporting party, and shall not take the place of Student Conduct.
3. If the charged student, or reporting party in sexual misconduct cases, chooses to be represented by an attorney, that attorney may act for and on his or her behalf in all further conduct proceedings. The charged student (or reporting party in cases of sexual misconduct where the reporting party wishes to engage an attorney) must notify the Hearing Panel and Student Conduct immediately of this engagement. In no event no later than ten (10) days (or such other timeline as determined by the Chair) prior to the hearing. Any attorney who represents a charged student, or reporting party in sexual misconduct cases, must be currently licensed to practice law by the Supreme Court of Oklahoma, as required under the APA.
4. The Chair shall provide a notice to the charged student, the reporting party and Student

Conduct within five (5) days of the formation of the panel. The notice shall include: (a) a statement of the time, date (generally within fifteen (15) days of the notice), place and nature of the hearing; (b) a statement of the legal authority and jurisdiction under which the hearing is to be held; (c) a reference to the particular sections of the statutes and rules involved; and (d) a short and plain statement of the matters asserted.

5. In cases involving potential expulsion, the Director of Student Conduct for the respective campus, the reporting party or his/her attorney in sexual misconduct cases, and the charged student or his or her attorney may each present persons whom they believe have relevant information and cross-examine each other's witnesses. Each examination and cross-examination shall last no longer than ten (10) minutes, unless the Hearing Panel allows additional time.
6. Although the reporting party's (in sexual misconduct cases) and charged student's attorneys may cross-examine any witness, at no time shall the charged student personally cross-examine the reporting party or vice versa. If the charged student or reporting party is representing him/herself, he/she may provide questions to the Hearing Panel for purposes of cross-examination. The Chair of the Hearing Panel shall ask those questions the Hearing Panel deems relevant. At no time may the reporting party, in sexual misconduct cases, be excluded from the hearing even where exclusion of witnesses is requested and permitted by the Chair.
7. The Hearing Panel shall recognize and apply the applicable rules of evidence and privilege as provided in the APA. The record shall include: (a) all pleadings, motions and intermediate rulings; (b) evidence received or considered at the individual proceeding; (c) a statement of matters officially noticed; (d) questions and offers of proof, objections and rulings thereon; (e) proposed findings and exceptions; (f) any decision, opinion, or report by the Chair; and (g) all other evidence or data submitted to the Hearing Panel to which all parties have had access.
8. In cases involving expulsion, the decision of the Hearing Panel shall include findings of fact and conclusions of law, stated separately, along with a statement of facts that support each decision. The Hearing Panel will notify the charged student, his or her attorney as permitted by law, and appropriate University officials of the decision in writing, via certified mail, return receipt requested, within five (5) days of the hearing. To the extent permitted or required by law, the Chair of the Hearing Panel will also notify the reporting party of any findings which affect the reporting party to the reporting party's email address and to his/her attorney within five (5) days of the hearing.
9. Oral proceedings shall be electronically recorded and retained as provided in Section III above. Copies of the recording shall be provided by the University at the request of the charged student, the reporting party (in sexual misconduct cases) and Student Conduct. Costs for transcription shall be borne by the requesting party. Parties to the proceeding (including the reporting party in sexual misconduct cases) may have the proceedings transcribed by a court reporter at their own expense.
10. In accordance with the APA, before the Hearing Panel's decision is considered a final agency order, in addition to the notification requirements noted in Section IV C(7), the Chair shall transmit the record to the UVPSA within five (5) days of the hearing. Within five (5) days of receipt of the record, the UVPSA shall serve the charged student, the reporting party (in sexual misconduct cases) and Student Conduct with his or her proposed final decision (which may affirm or modify the Hearing Panel's decision, or remand the proceedings to the Hearing Panel for additional action), and notify all relevant persons and attorneys of the date of a meeting on the matter which shall not be scheduled any earlier than fifteen (15) days after the UVPSA serves notice of the proposed ruling. Notification shall be via certified mail, return receipt requested or personally to each party and his/her attorney of record.
11. The UVPSA's proposed order shall be in writing and include findings of fact and conclusions of law, separately stated. At the meeting, the charged student, the reporting

party (in sexual misconduct cases) and/or their attorneys, and Student Conduct shall be afforded an opportunity to present briefs and oral arguments concerning the proposed order. Within five (5) days of the conclusion of the meeting, the UVPSA shall, in collaboration with the appropriate University official vested with authority over the pertinent area, issue his/her final determination and notify the parties and attorneys. The UVPSA's decision is final. The parties may waive by stipulation compliance with this Section IV C(8) and instead proceed through the Appellate Review process noted in Section V below.

- V. Appellate Review.** Except in cases of expulsion where appeals are governed by Section IV C(8) above or where the parties have otherwise agreed, Student Conduct, the charged student, and the reporting party in sexual misconduct cases may appeal the findings of the Hearing Panel within five (5) days of notice of the decision. The appeal shall be in writing and submitted to Student Conduct and the opposing party.
- A. Upon request for an appeal from a hearing, Student Conduct shall immediately request that the UVPSA appoint a three-person Appellate Panel to review the appeal. The Appellate Panel shall be comprised of members of the general Hearing Panel pool, provided that no student may serve on an Appellate Panel convened to hear an appeal of a sexual misconduct case. Student Conduct immediately shall transmit all relevant documents, evidence and transcripts to the Appellate Panel for its review.
 - B. Upon formation, the Appellate Panel shall select a Chair from among its members. The Appellate Panel may confer in person or by telephonic means to render its decision. The Appellate Panel shall issue any decision in writing. The Appellate Panel shall give deference to the Hearing Panel's decision and shall render its decision based solely on the written record.
 - 1. The Appellate Panel shall have the authority to:
 - a. Affirm the initial decision.
 - b. Find that improper procedures were used that significantly prejudiced the University or student. In this case, the Appellate Panel can refer the case back to the Hearing Panel with a recommendation on how to correct the procedures. In any new hearing, the Hearing Panel may make a new decision on the case. The University or the student may then submit another request for review to the Appellate Panel.
 - c. Reduce or increase the sanction, if the Appellate Panel determines that the sanction imposed was too severe or too lenient, given the nature of the violation and/or the circumstances. A sanction should not be increased or decreased unless there is compelling justification to do so. Merely disagreeing with the decision of the Hearing Panel is not a compelling justification.
 - d. Find that (i) the University or the student has presented information that would have been material to the outcome of the case, had the information been presented at the hearing, and (ii) the information was not known and could not reasonably have been known to the person appealing at the time of the original hearing. In this event, the Appellate Panel will refer the case back to the Hearing Panel for reconsideration in light of the new information.
 - C. The Appellate Panel shall render its decision by majority vote, and notify the parties (including the reporting party in sexual misconduct cases where permitted) via email, within five (5) days of receipt of all the relevant documents from Student Conduct.
 - D. Within five (5) days receipt of the Appellate Panel's decision, the charged student, the reporting party in sexual misconduct cases, and Student Conduct may appeal, in writing, the Appellate Panel's decision to the UVPSA. The appellant shall provide a copy of the appeal to Student

Conduct and the Chair of the Appellate Panel. The Appellate Panel shall transmit the record and its findings to the UVPSA immediately upon notice of appeal from any party. The UVPSA shall in collaboration with the appropriate University official, base a decision on the record and shall notify the parties, including the reporting party in sexual misconduct cases, where appropriate, of the decision within five (5) days of receipt of the request for appeal and receipt of the record. The UVPSA's decision is final. If the UVPSA does not act within five (5) days of the request for appeal and receipt of the record, the decision of the Appellate Panel is final.

STATEMENT OF PURPOSE

The Norman Campus Faculty Handbook is a compilation of the University's major policies regarding faculty and academic matters, along with policies and information on the University's facilities and general organization. Several other sources, such as the Administration and Finance Guide to Services at www.ou.edu/aa, the Staff Handbook at www.hr.ou.edu/handbook/default.asp the Student Code at www.ou.edu/studentcode/OUStudentCode.pdf, the Regents' Policy Manual at www.ou.edu/web/landing/university_administration.html, plus college and departmental policies, also provide useful resources for University policies and procedures.

The information contained in this online handbook is continually updated and will be automatically updated to comply with applicable federal, state and local law. Print copies of the Handbook are made available for the convenience of the university community, but users should check the online version of the Handbook for more current information: www.ou.edu/provost/pronew/content/fhbmenu.html.

FACULTY HANDBOOK

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3.9

FACULTY APPEALS AND GRIEVANCES -- NORMAN CAMPUS

(B) COMPLAINT

(1) Filing of Complaint (See also Section h)

Individuals or units having complaints are encouraged to raise them with their department head/chair, academic dean, administrative supervisor, or where applicable with the University Equal Opportunity Officer. The University Ombudsperson serves as a resource on University grievance procedures/policies and provides an opportunity for neutral resolution and mediation. Persons having complaints are encouraged to seek informal resolution through regular administrative channels or through mediated resolution with the Ombudsperson. Provided, however, complaints alleging violations of the Sexual Assault, Discrimination and Harassment Policy or the Consensual Sexual Relations Policy must be referred directly to the Sexual Misconduct Officer.

Complaints unresolved administratively or through the Ombuds service solely involving harassment based on race, ethnicity, or sex or discrimination because of race, national origin, sex, sexual orientation, genetic information, color, age, religion, disability, , political beliefs, or status as a veteran must be filed with the University Equal Opportunity Officer. (See Section 3.9.2 et. seq. for University Equal Opportunity policies and procedures.) Complaints solely involving due process or academic freedom must be filed with the Faculty Appeals Board (“FAB”) Chair.

In the case of a dean's dismissal from the position of dean, the individual or faculty member(s) affected may appeal the decision to the president.

(Regents, 6-22-81)

For the procedures regarding faculty grievances against deans, directors, and chairs, refer to Section 2.8.

The complainant is responsible for stating in writing and in full particularity the grounds upon which the alleged grievance is based. The grounds for the alleged grievance may not be changed after the filing of the complaint with the FAB Chair or the University Equal Opportunity Officer. The Ombudsperson may assist the complainant in identifying and clarifying grounds for a complaint. Where more than one type of complaint is present (e.g. sexual harassment and violation of due process), the complainant must specify all the grounds of the grievance of which the complainant should have reasonably known at the time of filing. A copy of the harassment or discrimination complaint must be sent to the University Equal Opportunity Officer for investigation. A grievance with multiple grounds is heard by one hearing committee, which hears all aspects of a particular

grievance. Once an investigation is completed, any appeal of the investigation shall normally follow the University Equal Opportunity Office appellate standards found at: for Nondiscrimination Policy violations: <http://www.ou.edu/home/eoo.html> and for violations of the Sexual Assault, Discrimination and Harassment Policy or the Consensual Sexual Relationship Policy through: <http://www.ou.edu/home/misc.html>. If, however, severe sanctions may be involved, the process of this section shall apply. The FAB Chair and University Equal Opportunity Officer will discuss and determine the appropriate appeals process under which such a grievance will be heard. The respondent will have 30 calendar days from receipt of the complaint to respond in writing to the FAB Chair or the FAB Chair will refer any complaint of discrimination/sexual misconduct to the University Equal Opportunity Officer. Where the Equal Opportunity Officer or Sexual Misconduct Officer finds impropriety sufficient for initiation of severe sanctions, the Provost may file a complaint with the Faculty Appeals Board. Where less than severe sanctions arise from the findings, the faculty member may appeal the officer's decision through its appellate process. If unsatisfied with the result from that process, the faculty member may file a complaint regarding the action or inaction taken as a result of those findings through this process.

With respect to any hearings involving violations of the Sexual Assault, Discrimination and Harassment Policy or the Consensual Sexual Relations Policy, the original complainant shall have all rights afforded to the charged faculty member under these proceedings. Further, the FAB Chair shall be authorized to modify these proceedings where necessary to comply with federal, state, local law or applicable guidance.

(2) Timing of Complaint

If a complaint cannot be resolved administratively or through the Ombuds service, it must be filed with the FAB Chair or University Equal Opportunity Officer within 180 calendar days from the date on which the faculty member, unit, or body knows or reasonably should know of the alleged violation or incident giving rise to a grievance. (Note 1). All other time periods may be extended by mutual agreement of the parties involved or by the FAB Chair, Hearing Chair, or University Equal Opportunity Officer (as appropriate) for good cause.

Note 1: Calendar days are any day, Sunday through Saturday, regardless of class sessions or holidays.

(3) Withdrawal of Complaint

The complainant may withdraw the complaint at any point prior to the adjournment of the formal hearing by notifying in writing the party with whom the complaint was originally filed. Once withdrawn, the same complaint may not be resubmitted under any grievance procedure.

(4) Confidentiality of Proceedings and Records

Investigators and members of the Hearing Committee are charged individually to preserve confidentiality with respect to any matter investigated or heard. A breach of the duty to preserve confidentiality is considered a serious offence and will subject the offender to appropriate disciplinary action. Parties and witnesses also are admonished to maintain confidentiality with regard to these proceedings.

Except for those cases in which grievances go to a hearing and as otherwise required by law, all records of administrative investigation with regard to discrimination, sexual harassment, and/or racial and ethnic harassment shall be transmitted to and maintained by the University Equal Opportunity Officer as confidential records. All records of administrative investigation for other grievances will be held by the administrator involved as confidential records except as otherwise required by law.

(5) Faculty Appeals Board

- (a) The FAB is a standing body that responds to matters of tenure abrogation, dismissal, other severe sanctions, alleged violations of academic freedom or academic due process, and other grievances unresolved through administrative or informal procedures. Because of the extraordinary importance and the range of such issues, the FAB shall be empowered to appoint ad hoc hearing committees to assist in the conduct of its affairs. The FAB considers matters brought before it.
- (b) The FAB on the Norman Campus shall consist of 50 members, to four-year staggered terms by the Faculty Senate from among all full-time tenured faculty whose duties are primarily non-administrative.
- (c) The FAB shall elect annually a chair-elect from among those who are in their third year of service. The chair-elect will serve as chair the following year. Membership on the Board is not disqualification for service on University Councils.

All members of the FAB are eligible for re-election. Terms of service shall begin September 1 and end August 31 except that if a hearing is in progress at this time, any retiring member of the FAB who is on the Hearing Committee shall be continued on the Hearing Committee until the case in process is closed. If a member of the FAB ceases to be a full-time member of the faculty, or if his or her duties become primarily administrative, the Faculty Senate shall elect a replacement to complete the term; but if the change in the Board member's status occurs during service on a Hearing Committee, the Board member shall continue to serve on the Hearing Committee until the conclusion of the case unless either the complainant or respondent objects, in which case the FAB member shall be replaced by another member of the FAB chosen by the procedure prescribed for the original selection of the Hearing Committee.

(6) Pre-Hearing Process

(b) Pre-Hearing

Within 10 classroom days of the deadline for the respondent's written response to the complaint (see Section 3.9.1 b), the Chair of the Hearing Committee will schedule an orientation/pre-hearing.

- (1) The Chair of the FAB will orient the Hearing Committee. If the grievance specifies harassment because of race, ethnicity, or sex or discrimination because of race, national origin, sex, sexual orientation, genetic information, color, age, religion, disability, political beliefs or status as a

veteran, the University Equal Opportunity Officer also will present his/her finding on the matter to the Hearing Committee.

(7) Formal Hearing Process

Notwithstanding, the following regulations shall apply to the hearing:

- (1) Both complainant and respondent shall have the right to be present and be accompanied by a personal adviser or an attorney, or both, throughout the hearing. The Hearing Committee also shall have the right to have its legal adviser present throughout the hearing. Attorneys may be present to advise witnesses; however, in no case will the attorney representing a witness participate in the case. Attorneys should facilitate and not control the process.
- (2) The hearing shall be closed unless all principals in the case agree that it be open.
- (3) The Hearing Committee shall proceed by considering the statement of grounds for grievances already formulated and the response written before the time of the hearing. If any facts are in dispute, the testimony of witnesses and other evidence concerning the matter shall be received.
- (4) Both parties or their advisers or attorneys shall have the right to present, examine, and cross-examine witnesses. Provided, however, where the matter involves sexual misconduct or sexual harassment claims, no party may directly cross-examine the other. Rather, the party may submit questions to the panel for panel to inquire or the advisors/attorneys may conduct the cross-examination.
- (5) Where complainant exhausted his/her appeals process through the Office of Equal Opportunity, the complainant may only challenge the action taken, not the findings of the Equal Opportunity Officer or Sexual Misconduct Officer.
- ~~(5)~~ (6) The President's Office shall make available to the Hearing Committee Chair such authority as it possesses to require the presence of witnesses, and it shall bear any reasonable cost attendant upon the appearance of participating witnesses at the hearing.
- ~~(6)~~ (7) The principle of confrontation shall apply throughout the hearing, and the complainant shall bear the burden of proof, which shall be by a preponderance of the evidence.
- (7) (8) An audio recording of the hearing will be made. The recording will be arranged by the Hearing Committee Chair. The full cost of the audio recording shall be borne by the University; transcripts may be requested and will be charged to the requesting party.
- ~~(8)~~ (9) The full text of the findings and the conclusions of the Hearing Committee shall be made available in identical form and at the same time to the President's Office and the principals in the case.

~~(9)~~ (10) The Committee may proceed to its findings, conclusions, and recommendations without having the record of the hearings transcribed, or it may request a transcript of the hearings if it feels its decision would be aided thereby.

~~(40)~~ (11) The President may attend the hearing or may designate a representative.

3.9.2

DISCRIMINATION POLICY (OTHER THAN SEXUAL OR RACIAL/ETHNIC HARASSMENT)

~~The University has a policy of internal adjudication in matters relating to alleged discrimination. Any faculty member, staff member, or student, including without restriction, those on temporary or part-time status, who believes that he or she has been discriminated or retaliated against should file a complaint under the Grievance Procedure For Equal Opportunity.~~

~~Any attempt to penalize or retaliate against a person for filing a complaint or participating in the investigation of a complaint of discrimination and/or harassment will be treated as a separate and distinct violation of University policy.~~

~~To Contact the University Office of Equal Opportunity:—~~

| | |
|---------------------------------|--|
| Norman Campus | Health Sciences Center Campus |
| Room 102, Evans Hall | Room 113, Service Center Building |
| 325-3546 | 271-2110 |

~~(Regents 7-22-81, 9-17-81, 9-9-82, 6-27-95, 1-14-97, 1-27-04)~~

3.9.2

Nondiscrimination Policy and Sexual Assault, Discrimination, and Harassment Policy and Grievance Procedure

The University, in compliance with all applicable federal and state laws and regulations, does not discriminate on the basis of race, color, national origin, sex, sexual orientation, genetic information, age (40 or older), religion, disability, political beliefs, or status as a veteran in any of its policies, practices, or procedures. This includes but is not limited to admissions, employment, housing, financial aid, and educational services. Please refer to the University's Equal Opportunity Office's policies and procedures for a more detailed explanation and complaint procedure: for the Nondiscrimination Policy: <http://www.ou.edu/home/eoo.html> and for the Sexual Assault, Discrimination and Harassment Policy: <http://www.ou.edu/home/eoo.html>. Or, contact the Equal Opportunity Office directly at: 405-325-3546, Norman Campus and Norman-based Tulsa campus programs: Room 102, Evans Hall and/or the Sexual Misconduct Officer at (405) 325-3546: Cate Center Building, Building 4, Rooms 480-481.

3.9.3

~~RACIAL AND ETHNIC HARASSMENT POLICY~~

~~(A) — INTRODUCTION~~

~~Diversity is one of the strengths of our society as well as one of the hallmarks of a great university. The University of Oklahoma supports diversity and therefore is committed to maintaining employment and educational settings which are multicultural, multiethnic and multiracial. Respecting cultural differences and promoting dignity among all members of the University community are responsibilities each of us must share.~~

~~Racial and ethnic harassment is a growing concern across American college campuses. It has taken various forms, from criminal acts (assault and battery, vandalism, destruction of property) to anonymous, malicious intimidation, most often directed toward persons whose race or ethnicity is readily identifiable. In employment, racial/ethnic harassment is race discrimination which interferes with an employee's ability to perform his or her duties or creates a hostile or intimidating work environment, prohibited by law under Title VII of the Civil Rights Act of 1964. In the educational context, racial/ethnic harassment is race discrimination which interferes with students' opportunities to enjoy the educational program offered by the University, prohibited by law under Title VI of the Civil Rights Act of 1964.~~

(B) POLICY STATEMENT

~~Principles of academic freedom and freedom of expression require tolerance of the expression of ideas and opinions which may be offensive to some, and the University respects and upholds these principles. The University also adheres to the laws prohibiting discrimination in employment and education. The University recognizes that conduct which constitutes racial/ethnic harassment in employment or educational programs and activities shall be prohibited and is subject to remedial or corrective action as set forth in this policy. This policy is premised on the University's obligation to provide a nondiscriminatory environment which is conducive to employment and learning. The University will vigorously exercise its authority to protect employees and students from harassment by agents or employees of the University, students, and visitors or guests. Specifically,~~

~~Agents or employees of the University, acting within the scope of their official duties, shall not treat an individual differently on the basis of race, color, or national origin in the context of an employment or educational program or activity without a legitimate nondiscriminatory reason, so as to interfere with or limit the ability of the individual to participate in or benefit from the services, activities or privileges provided by the University; and,~~

~~The University shall not subject an individual to different treatment on the basis of race by effectively causing, encouraging, accepting, tolerating or failing to correct a racially hostile environment of which it has notice.~~

The text below is approved Regents Policy for the Norman Campus but is printed in its entirety only in the Norman Campus Faculty Handbook.

(C) REMEDIES OR CORRECTIVE ACTIONS

~~Violations of this policy shall result in corrective action(s) or remedy(ies) designed to reestablish an employment or educational environment which is conducive to work or learning. Corrective actions or remedies will include disciplinary action directed by the executive officer having responsibility for the offender, where appropriate. Remedies or corrective actions will be tailored to redress the specific problem and may range from apologies, mandatory attendance at specific training programs, reprimands, suspension, demotion, to expulsion or termination. Remedies or~~

~~corrective actions shall be based upon the facts and circumstances of each case and shall be in accordance with the terms and guidelines of the applicable campus grievance procedures.~~

~~Violations of this policy by students will be considered as violations of the Student Code and subject student offenders to the remedy(ies) and corrective action(s) provided by the Code.~~

(D) — ADMINISTRATIVE ACTION

~~The University recognizes its obligation to address incidents of racial/ethnic harassment on campus when it becomes aware of their existence even if no complaints are filed, therefore, the University reserves the right to take appropriate action unilaterally under this policy.~~

~~With respect to students, the University Vice President for Student Affairs and Dean of Students or other appropriate persons in authority may take immediate administrative or disciplinary action which is deemed necessary for the welfare or safety of the University Community. Any student so affected must be granted due process including a proper hearing. Any hearing involving disciplinary suspension or expulsion shall be conducted by a campus disciplinary council in accordance with the applicable student handbook. Students who receive lesser administrative or disciplinary action may request a review of the action by the University Vice President for Student Affairs and Dean of Students. Such requests must be in writing and filed within seven calendar days following the summary action. The University Vice President for Student Affairs and Dean of Students will issue a written determination to the student within three working days following the date the request is received.~~

~~With respect to employees, upon a determination at any stage in the investigation or grievance procedure that the continued performance of either party's regular duties or University responsibilities would be inappropriate, the proper executive officer may suspend or reassign said duties or responsibilities or place the individual on leave of absence with or without pay, pending the completion of the investigation or grievance procedure.~~

(E) — RETALIATION

~~Threats or other forms of intimidation or retaliation against complaining witnesses, other witnesses, any reviewing officer, or any review panel shall constitute a separate violation of this policy which may be subject to direct administrative action.~~

(F) — COMPLAINT PROCESS

~~The complaint procedures delineated herein apply to all students, faculty, staff, guests or visitors. Complaints alleging violation of the racial and ethnic harassment policy will be reviewed and investigated by the appropriate University office. Complaints may be resolved informally or may proceed through the applicable formal complaint proceedings. Complaints may be filed in the following manner:~~

~~(1) — Complaints against students or student organizations, faculty or staff, or contractors working on University premises shall be filed with the Office of Equal Opportunity for review and investigation. The University Equal Opportunity Officer, or his or her designee, may assist in the informal resolution of the complaint or in processing a complaint through the applicable campus procedures.~~

~~(2) — Complaints against visitors or guests should be directed to the Campus Police Department on the campus where the incident occurred. The Campus Police will forward informational copies of all reports and inquiries dealing with discrimination, harassment or hate crimes to the Office of Equal Opportunity.~~

~~(G) — RESPONSIBLE OFFICIAL~~

~~The University Equal Opportunity Officer is charged with the responsibility for administering this policy. The Office of Equal Opportunity will serve as a repository for all records of complaints, investigative reports, and remedies/corrective actions in connection with this policy. The University Equal Opportunity Officer is the overall coordinator of all university activities dealing with discrimination in employment or education.~~

~~To contact the Equal Opportunity Office:~~

| | |
|---------------------------------|---|
| Norman Campus | Health Sciences Center Campus |
| Room 102, Evans Hall | Room 113 Service Center Building |
| 325-3546 | 271-2110 |

~~— (Regents, 12-19-90, 6-13-91, 7-9-27-95, 1-14-97, 1-26-99, 3-29-00, 1-27-04)~~

3.9.4

SEXUAL HARASSMENT/SEXUAL ASSAULT POLICY

~~(A) — STATEMENT~~

~~The University explicitly condemns sexual harassment of students, staff, and faculty. Sexual harassment is unlawful and will subject those who engage in it to University sanctions as well as civil and criminal penalties.~~

~~When criminal action is pursued in addition to an administrative grievance under this policy, the Office of Equal Opportunity will coordinate its investigative actions with the University or local law enforcement authorities to ensure that criminal prosecution is not jeopardized. The University Equal Opportunity Officer may defer administrative action at the request of University or local law enforcement authorities pending completion of the criminal investigation. Where review by the University Equal Opportunity Officer or other university executive officer determines that immediate administrative action is necessary for the safety, health and well being of the campus community, such action may be taken in advance of resolution of criminal charges.~~

~~Since some members of the University community hold positions of authority that may involve the legitimate exercise of power over others, it is their responsibility to be sensitive to that power. Faculty and supervisors in particular, in their relationships with students and subordinates, need to be aware of potential conflicts of interest and the possible compromise of their evaluative capacity. Because there is an inherent power difference in these relationships, the potential exists for the less powerful person to perceive a coercive element in suggestions regarding activities outside those appropriate to the professional relationship. It is the responsibility of faculty and staff to behave in such a manner that their words or actions cannot reasonably be perceived as sexually coercive, or abusive. Sexual harassment also can involve relationships among equals as when repeated advances, demeaning verbal behavior, or offensive physical contact interfere with an individual's ability to work and study productively.~~

~~The University is committed to providing an environment of study and work free from sexual harassment and to insuring the accessibility of appropriate grievance procedures for addressing all complaints regarding sexual harassment. The University reserves the right, however, to deal administratively with sexual harassment issues whenever becoming aware of their existence. Records of all complaints, except for hearings before the Faculty Appeals Board, shall be transmitted to and maintained by the University Equal Opportunity Officer as confidential records.~~

~~The University encourages victims to report instances of sexual assault or other sex offenses, either forcible or non-forcible. In addition to internal grievance procedures, victims are encouraged to file complaints or report with Campus Police or local law enforcement agencies by telephoning 911 as soon as possible after the offense occurs in order to preserve evidence necessary to the proof of criminal offenses. The Campus Police Department is available to assist victims in filing reports with other area law enforcement agencies.~~

~~The text below is approved Regents Policy for the Norman Campus but is printed in its entirety only in the Norman Campus Faculty Handbook.~~

~~(B) DEFINITION OF SEXUAL HARASSMENT~~

~~Sexual harassment shall be defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature in the following context:~~

- ~~(1) when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic standing, or~~
- ~~(2) when submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting such individual, or~~
- ~~(3) when such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive working or academic environment.~~

~~(C) EXAMPLES OF PROHIBITED CONDUCT~~

~~Conduct prohibited by this policy may include, but is not limited to:~~

- ~~(1) Unwelcome sexual flirtation; advances or propositions for sexual activity.~~
- ~~(2) Continued or repeated verbal abuse of a sexual nature, such as suggestive comments and sexually explicit jokes.~~
- ~~(3) Sexually degrading language to describe an individual.~~
- ~~(4) Remarks of a sexual nature to describe a person's body or clothing.~~

- ~~(5) — Display of sexually demeaning objects or pictures.~~
- ~~(6) — Offensive physical contact, such as unwelcome touching, pinching, and/or brushing the body.~~
- ~~(7) — Coerced sexual intercourse.~~
- ~~(8) — Sexual assault.~~
- ~~(9) — Rape, date or acquaintance rape, or other sex offenses, forcible or non-forcible.~~
- ~~(10) — Actions indicating that benefits will be gained or lost based on response to sexual advances.~~

~~(D) — RETALIATION~~

~~Any attempt to penalize or retaliate against a person for filing a complaint or participating in the investigation of a complaint of sexual harassment will be treated as a separate and distinct violation of University policy.~~

~~(E) — SANCTIONS~~

~~Appropriate disciplinary action may include a range of actions up to and including dismissal and/or expulsion.~~

~~(F) — COMPLAINT PROCEDURE~~

~~Complaints alleging a violation of the Sexual Harassment/Sexual Assault Policy shall be handled in accordance with the Grievance Procedure For Equal Opportunity.~~

To contact the University Office of Equal Opportunity:

| | |
|---------------------------------|---|
| Norman Campus | Health Sciences Center Campus |
| Room 102, Evans Hall | Room 113 Service Center Building |
| 325-3546 | 271-2110 |

~~—(Regents, 9-27-95, 1-14-97, 1-27-04)~~

3.9.5

CONSENSUAL SEXUAL RELATIONSHIPS POLICY

~~(A) — RATIONALE~~

~~The University's educational mission is promoted by professionalism in faculty-student relationships. Professionalism is fostered by an atmosphere of mutual trust and respect. Actions of faculty members and students that harm this atmosphere undermine professionalism and hinder fulfillment of the University's educational mission. Trust and respect are diminished when those in positions of authority abuse, or appear to abuse, their power. Those who abuse, or appear to abuse, their power in such a context violate their duty to the University community.~~

~~Faculty members exercise power over students, whether in giving them praise or criticism, evaluating them, making recommendations for their further studies or their future employment, or conferring any other benefits on them. Amorous relationships between faculty members and students are wrong when the faculty member has professional responsibility for the student. Such situations greatly increase the chances that the faculty member will abuse his or her power and sexually exploit the student. Voluntary consent by the student in such a relationship is suspect, given the fundamentally asymmetric nature of the relationship. Moreover, other students and faculty may be affected by such unprofessional behavior because it places the faculty member in a position to favor or advance one student's interest at the expense of others and implicitly makes obtaining benefits contingent on amorous or sexual favors. Therefore, the University will view it as unethical if faculty members engage in amorous relations with students enrolled in their classes or subject to their supervision, even when both parties appear to have consented to the relationship.~~

~~As with faculty, staff may also be in a position to exert authority and control over students. Staff, too, must be conscious of the potential for abuse of power inherent in their relationships with students. Students rely on staff for assistance and guidance in dealing with issues such as scheduling of classes, financial aid, tutoring, housing, meals, employment, educational programs, social activities, and many other aspects of University life. Those who deal with students are expected to provide them with support and positive reinforcement. Staff who would deal with students in a sexual manner abuse, or appear to abuse, their power and violate their duty to the University community.~~

The text below is approved Regents Policy for the Norman Campus but is printed in its entirety only in the Norman Campus Faculty Handbook.

(B) — DEFINITIONS

~~As used in this policy, the terms "faculty" or "faculty member" mean all those who teach at the University, and include graduate students with teaching responsibilities and other instructional personnel. The terms "staff" or "staff members" mean all employees who are not faculty, and include academic and non-academic administrators as well as supervisory personnel. The term "consensual sexual relationship" may include amorous or romantic relationships, and is intended to indicate conduct which goes beyond what a person of ordinary sensibilities would believe to be a collegial or professional relationship.~~

(C) — POLICY

(1) Faculty/Student Relationships

(a) — Within the Instructional Context

~~It is considered a serious breach of professional ethics for a member of the faculty to initiate or acquiesce in a sexual relationship with a student who is enrolled in a course being taught by the faculty member or whose academic work (including work as a teaching assistant) is being supervised by the faculty member.~~

(b) — Outside the Instructional Context

~~Sexual relationships between faculty members and students occurring outside the instructional context may lead to difficulties. Particularly when the faculty member and student are in the same academic unit or in units that are academically allied, relationships that the parties view as consensual may appear to others to be exploitative. Further, in such situations the faculty member may face serious conflicts of interest and should be careful to distance himself or herself from any decisions that may reward or penalize the student involved. A faculty member who fails to withdraw from participation in activities or decisions that may reward or penalize a student with whom the faculty member has or has had an amorous relationship will be deemed to have violated his or her ethical obligation to the student, to other students, to colleagues, and to the University.~~

~~(2) Staff/Student Relationships~~

~~Consensual sexual relationships between staff and students are prohibited in cases where the staff member has authority or control over the student. A staff member who fails to withdraw from participation in activities or decisions that may reward or penalize a student with whom the staff member has or has had an amorous relationship will be deemed to have violated his or her ethical obligation to the student, to other students, to colleagues, and to the University.~~

~~(D) COMPLAINT PROCEDURE~~

~~Complaints alleging a violation of the Consensual Sexual Relationships Policy shall be handled in accordance with the Grievance Procedure For Equal Opportunity.~~

~~To contact the Affirmative Action Office:~~

| | |
|---------------------------------|---|
| Norman Campus | Health Sciences Center Campus |
| Room 102, Evans Hall | Room 113 Service Center Building |
| 325-3546 | 271-2110 |

~~(Regents, 9-27-95, 1-14-97, 1-27-04, 6-23-04)~~

3.9.6

GRIEVANCE PROCEDURE FOR EQUAL OPPORTUNITY

(A) WHO MAY USE PROCEDURE

~~The grievance procedure embodied herein shall be available to any person who, at the time of the acts complained of, was employed by, was an applicant for employment, or was enrolled as a student at the University.~~

The text below is approved Regents Policy for the Norman Campus but is printed in its entirety only in the Norman Campus Faculty Handbook.

(B) FILING OF COMPLAINT

~~Persons who have complaints alleging discrimination based upon race, color, national origin, sex, age, religion, political beliefs, disability or status as a veteran or complaints alleging sexual harassment, consensual sexual relationships, retaliation, or racial and ethnic harassment (together, "discrimination and harassment or retaliation") may file their complaints in writing with the University Equal Opportunity.~~

~~Complainants who exercise their right to use this procedure agree to accept its conditions as outlined. Where multiple issues exist, (i.e. sexual harassment and violation of due process or grade appeal), the complainant must specify all of the grounds of the grievance of which the complainant should have reasonably known at the time of filing. A grievance filed under this procedure may normally not be filed under any other University grievance procedure. Depending on the nature of the issues involved, the complainant will be advised by the University Equal Opportunity Officer or his/her designee about the appropriate procedure(s) to utilize.~~

~~(C) — TIMING OF COMPLAINT~~

~~Any complaint must be filed with the University Equal Opportunity Officer within 180 calendar days of the act of alleged discrimination or harassment. The University Equal Opportunity Officer may reasonably extend all other time periods.~~

~~(D) — ADMINISTRATIVE ACTION~~

~~(1) — The University recognizes its obligation to address incidents of discrimination and harassment on campus when it becomes aware of their existence even if no complaints are filed, the University reserves the right to take appropriate action unilaterally under this procedure.~~

~~(2) — With respect to students, the University Vice President for Student Affairs and Dean of Students or other appropriate persons in authority may take immediate administrative or disciplinary action that is deemed necessary for the welfare or safety of the University Community. Any Norman Campus student so affected must be granted due process including a proper hearing. A campus disciplinary council, in accordance with Title 13, Section 1.2. of the Student Code, shall conduct any hearing involving disciplinary suspension or expulsion. Lesser administrative or disciplinary action may be appealed to the University Vice President for Student Affairs and — Dean of Students. Such requests must be in writing and filed within seven calendar days following the summary action. The University Vice President for Student Affairs and Dean of Students will issue a written determination to the student within three working days following the date the request is received.~~

~~(3) — With respect to employees, upon a determination at any stage in the investigation or grievance procedure that the continued performance of either party's regular duties or University responsibilities would be inappropriate, the proper executive officer may suspend or reassign said duties or responsibilities or place the individual on leave of absence pending the completion of the investigation or grievance procedure.~~

~~(E) — WITHDRAWAL OF COMPLAINT~~

~~The complainant may withdraw the complaint at any point prior to the adjournment of a formal hearing.~~

(F) — CONFIDENTIALITY OF PROCEEDINGS AND RECORDS

~~Investigators and members of the Hearing Panel are individually charged to preserve confidentiality with respect to any matter investigated or heard. A breach of the duty to preserve confidentiality is considered a serious offense and will subject the offender to appropriate disciplinary action. Parties and witnesses also are admonished to maintain confidentiality with regard to these proceedings.~~

~~All records, involving discrimination or harassment, upon disposition of a complaint, shall be transmitted to and maintained by the University Equal Opportunity Officer as confidential records except to the extent disclosure is required by law.~~

(G) — PROCEEDINGS

(1) — Investigation

~~Upon receipt of a complaint, the University Equal Opportunity Officer is empowered to investigate the charge, to interview the parties and others, and to gather any pertinent evidence. The investigation should be completed within 60 calendar days of receipt of the complaint, or as soon as practical. If a time period is extended for more than 10 calendar days, the University Equal Opportunity Officer will provide written or oral notice of reason for extension to all parties involved. The investigator shall prepare a record of the investigation.~~

~~In arriving at a determination of a policy violation, at any stage of the proceedings, the evidence as a whole and the totality of the circumstances and the context in which the alleged incident(s) occurred shall be considered. The determination will be made from the facts on a case by case basis.~~

~~Upon completion of the investigation, the University Equal Opportunity Officer is authorized to take the following actions:~~

(a) — Satisfactory Resolution

~~Resolve the matter to the satisfaction of the University and both the complainant and the respondent. If a resolution satisfactory to the University and both parties is reached through the efforts of the Officer, he or she shall prepare a written statement indicating the resolution. At that time the investigation and the record thereof shall be closed.~~

(b) — Dismissal

~~Find that no policy violation occurred and dismiss the complaint, giving written notice of said dismissal to each party involved. Within 15 calendar days of the date of the notice of dismissal, the complainant may appeal said dismissal in writing to the University Equal Opportunity Officer by requesting a hearing according to the provisions of Section G.2. If no appeal is filed within the 15 calendar day period, the case is considered closed.~~

(c) — Determination of Impropriety

~~(1) — Make a finding of impropriety and notify the parties of the action to be taken. Either party has the right to appeal said determination in writing within 15 calendar days of the date of notice of determination to the University Equal~~

~~Opportunity Officer by requesting a hearing according to the provisions of Section G.2. If no appeal is filed within the 15 calendar day period, the case is considered closed.~~

~~(2) — In the case of a complaint against a faculty member, the administrative investigator may determine that the evidence is sufficiently clear and serious so as to warrant the immediate commencement of formal proceedings as provided in the Abrogation of Tenure, Dismissal before Expiration of a Tenure Track or Renewable Term Appointment, and Severe Sanctions section of the Faculty Handbook. If the President concurs with the administrator's finding, the case may be removed at the option of the accused from the grievance proceedings contained herein and further action in the case shall be governed by the Abrogation of Tenure, Dismissal Before Expiration of a Tenure Track or Renewable Term Appointment, and Severe Sanctions section in the Faculty Handbook. Otherwise, this policy and procedure shall apply.~~

~~(2) — Hearing~~

~~(a) — Request for a Hearing~~

~~(1) — Appeals and complaints unresolved following an investigation may result in a hearing before a hearing panel selected from the membership of the Committee on Discrimination and Harassment as described below. For the Norman campus, faculty versus faculty grievances with multiple issues are heard by the Faculty Appeals Board. The request for a hearing is to be addressed to the University Equal Opportunity Officer.~~

~~(2) — The request for a hearing must contain the particular facts upon which the policy violation allegation is based as well as the identity of the appropriate respondent(s). The University Equal Opportunity Officer shall give a copy of the request to the proper respondent(s).~~

~~(3) — The respondent's written response to the request for a hearing must be sent to the University Equal Opportunity Officer within 10 calendar days of receiving notice that a formal hearing has been requested. A copy of the response shall be given to the party requesting the hearing.~~

~~(b) — Selection of a Hearing Panel~~

~~Within 10 calendar days following receipt of the written request for a hearing, the University Equal Opportunity Officer shall initiate the process to determine the members of the Hearing Panel.~~

~~A five member hearing panel will be chosen by the parties to the complaint from: on the Health Sciences Center, the twenty four (24) member Committee on Discrimination and Harassment; and on the Norman Campus, from the sixteen (16) member Committee on Discrimination and/or the fifty (50) member Faculty Appeals Board. A Committee on Discrimination and Harassment shall be established on each campus and composed of: on the Health Sciences Center, eight (8) staff members, eight (8) students, and eight (8) faculty members; and on the Norman Campus, eight (8) staff members and eight (8)~~

~~student members, with faculty representation being selected from the Faculty Appeals Board. On the Norman Campus, five (5) staff will be appointed by the Staff Senate and five (5) students will be appointed by UOSA; the President will appoint three (3) staff and three (3) students. At the Health Sciences Center, eight (8) faculty will be appointed by the Faculty Senate, eight (8) staff members appointed by the Staff Senate, and eight (8) students by the Student Government Association. The terms of appointment shall be for three (3) years with initial terms of 1, 2, and 3 years in each category to provide the staggered membership, except that each student shall be appointed for a one-year term.~~

~~The selection process shall be in the following manner: the complainant and the respondent alternately select (5) names each from the pool. The names will be listed in rank order with name number one (1) on each list being the preferred panelist. The University Equal Opportunity Office staff will contact the individuals in the order selected. The first two names on each list that are available to serve will make up the Hearing Panel. Those selected choose a fifth name from the pool to serve as chair. If the four panelists cannot agree on the fifth, the names of five additional Committee members will be drawn by lottery. Each panelist will strike one name off the list of five names. The remaining person shall be the fifth panelist. Either party to the complaint may ask the University Equal Opportunity Officer to disqualify any member of the Hearing Panel. Such requests will be in writing and show sufficient grounds for removal. Furthermore, no panelist shall be expected to serve if he/she feels that a conflict of interest exists. Replacements shall be selected in the same manner as the original panel.~~

~~(c) — Orientation Conference~~

~~Within 10 calendar days of receiving notification, or as soon as practical, the Chair shall convene the Hearing Panel for an orientation and discussion of the grievance and a decision as to whether there exist adequate grounds for an informal hearing. The University Equal Opportunity Officer shall be present during the orientation conference. Each panel member shall be given a copy of the hearing guidelines, written complaint, the request for a hearing, and the written response.~~

~~(d) — Informal Hearing~~

~~If the Hearing Panel determines that adequate grounds for an informal hearing exist, the Chair shall convene the Hearing Panel for an informal hearing. The parties involved will be present at the informal hearing. No witnesses will be heard.~~

~~At all meetings, each party may be accompanied by an adviser. In the event that a party chooses to be advised by an attorney he/she may do so at his/her expense. If an adviser is used, the name of the person so assisting must be furnished to the Panel and the other party 10 calendar days in advance of the informal hearing. Advisers may advise their clients at the informal hearing but may not directly address the Hearing Panel.~~

~~If the Panel decides at its informal hearing that there is no basis for a hearing, it shall report the determination in writing to the proper Executive Officer with a copy to the President and the University Equal Opportunity Officer. The Executive Officer shall tender his or her decision on the matter in writing to each of the parties involved in the informal proceedings.~~

~~e) — Formal Hearing~~

~~In the event that the hearing panel determines the need for a formal hearing, the Chair will convene the panel and the parties for a formal hearing.~~

~~The hearing panel procedures shall be established with reference to the Hearing Guidelines and shall provide that the parties may present all of the evidence that they consider germane to the determination. Further, the parties may call witnesses to testify and may cross-examine witnesses called by the other party. The hearing shall be closed unless all principals in the case agree to an open hearing. Audio tape recordings of the proceedings shall be arranged by the Chair and paid for by the University. Transcripts may be charged to the requesting party. In cases of alleged sexual assault on students, the accuser and the accused are entitled to the same opportunities to have others present during a campus disciplinary proceeding and both shall be informed of the outcome.~~

~~The Chair of the Hearing Panel shall notify the parties of the date, time and location of the formal hearing. Parties are responsible for giving such notice to their witnesses. The hearing shall be scheduled to reasonably ensure that the complainant, respondent, and essential witnesses are able to participate.~~

~~In the event the matter is resolved to the satisfaction of all parties prior to completion of the formal hearing, a written statement shall indicate the agreement recommended by the parties and shall be signed and dated by each party and by the Chair. The recommendation will be referred to the appropriate Executive Officer for final determination.~~

~~(3) — Panel's Findings and Recommendations~~

~~In the event that no solution satisfactory to the parties is reached prior to the completion of the hearing, the Panel shall make its findings and recommendations known to the proper executive officer, with copies to the President of the University and the University Equal Opportunity Officer. The Panel's report, with its findings and recommendations, shall be prepared and properly transmitted within seven (7) calendar days after conclusion of the hearing.~~

~~(4) — Executive Officer's Decision~~

~~Within 15 calendar days of receipt of the Hearing Panel's findings and recommendations, the proper executive officer shall inform the complainant and the respondent of the findings of the Hearing Panel and the officer's decision. A copy of the officer's decision shall be transmitted to the Chair of the Hearing Panel, with copies to the President of the University and the University Equal Opportunity Officer. In the event the allegations are not substantiated, reasonable steps in consultation with the accused may be taken to restore that person's reputation.~~

~~(5) — Appeal to the President~~

~~The Executive Officer's decision may be appealed to the President within 15 calendar days of being notified of prospective action or of action taken, whichever is earlier. If the President does not act to change the decision of the Executive Officer within 15 calendar days of receiving the appeal, the decision of the Executive Officer shall become final under the executive authority of the President.~~

To contact the University Office of Equal Opportunity:

| | |
|----------------------|----------------------------------|
| Norman Campus | Health Sciences Center Campus |
| Room 102, Evans Hall | Room 113 Service Center Building |
| 325-3546 | 271-2110 |

(Regents, 9-27-95, 1-14-97, 1-26-99, 1-27-04, 6-23-04)

3.9.3

CONSENSUAL SEXUAL RELATIONSHIPS POLICY

(A) RATIONALE

Consensual amorous, dating, or sexual relationships have inherent risks when they occur between a faculty member, supervisor, or other member of the University community and any person over whom he or she has a professional responsibility. As noted in the Sexual Assault, Discrimination and Harassment Policy, the risks include a student or subordinate's feeling coerced into an unwanted relationship to ensure they receive a proper educational or employment experience; potential conflicts of interest in which the person is in a position to evaluate the work or make personnel or academic decisions with respect to the individual with whom he or she is romantically involved; a perception by students or employees that a fellow student or coworker who is involved in a romantic relationship with his or her supervisor or professor will receive an unfair advantage; either or both of the parties engaging in behavior destructive to the other or their academic or working environments if the relationship ends; and the potential that University/state resources are used inappropriately to further the romantic relationship.

Those with professional responsibility over others and with whom they have a romantic relationship should be aware that their involvement may subject them and the University to legal liability; consequently, such relationships are strongly discouraged. "Professional responsibility" is defined as performing functions including but not limited to teaching, counseling, grading, advising, evaluating, hiring, supervising, and making decisions or recommendations that confer benefits such as promotions, financial aid awards, or other remuneration, or that may impact upon other academic or employment opportunities.

Definitions- As used in this policy, the terms "faculty" or "faculty member" mean all those who teach at the University and include graduate students with teaching responsibilities and other instructional personnel. The terms "staff" or "staff members" mean all employees who are not faculty and include academic and nonacademic administrators as well as supervisory personnel. The term "consensual sexual relationship" may include amorous or romantic relationships and is intended to indicate conduct that goes beyond what a person of ordinary sensibilities would believe to be a collegial or professional relationship.

(B) POLICY

1. Faculty/Student Relationships

Within the Instructional Context

It is considered a serious breach of professional ethics for a member of the faculty to initiate or acquiesce in a sexual relationship with a student who is enrolled in a course being taught by the faculty member or whose academic work (including work as a teaching assistant) is being supervised by the faculty member.

Outside the Instructional Context

Sexual relationships between faculty members and students occurring outside the instructional context may lead to difficulties. Particularly when the faculty member and student are in the same academic unit or in units that are academically allied, relationships that the parties view as consensual may appear to others to be exploitative. Further, in such situations, the faculty member may face serious conflicts of interest and should be careful to distance himself or herself from any decisions that may reward or penalize the student involved. A faculty member who fails to withdraw from participation in activities or decisions that may reward or penalize a student with whom the faculty member has or has had an amorous relationship will be deemed to have violated his or her ethical obligation to the student, to other students, to colleagues, and to the University.

2. Staff/Student Relationships

Staff/Student Relationships - Consensual sexual relationships between staff and students are prohibited in cases in which the staff member has authority or control over the student. A staff member who fails to withdraw from participation in activities or decisions that may reward or penalize a student with whom the staff member has or has had an amorous relationship will be deemed to have violated his or her ethical obligation to the student, to other students, to colleagues, and to the University. Failure to abide by this policy may result in disciplinary action, up to and including termination.

3. Staff/Subordinate Relationships

Supervisors, or those with professional responsibility, over someone with whom they have or have had an amorous, consensual, romantic, or sexual relationship must notify their direct supervisor that a management-control plan needs to be implemented, or that the supervisor wishes a transfer so that he or she is no longer in a position of professional responsibility over the affected individual. To avoid the severe risks noted, supervisors in such relationships may not manage, supervise, evaluate, or make other employment decisions concerning the individual with whom they are engaged in a romantic relationship. If the relationship ends, the management-control plan must remain in effect. Failure to notify a supervisor to ensure a plan is in place may result in disciplinary action, including termination, for that supervisor.

(C) COMPLAINTS

Complaints alleging a violation of the Consensual Sexual Relationships Policy shall be handled in accordance with the Grievance Procedure for Complaints Based upon **Sexual Assault, Discrimination and Harassment, and Retaliation**. Complainants should contact the University Sexual Misconduct Officer: Norman campus and Norman-based Tulsa programs, Cate Center Building, Building 4, Rooms 480-481, Ph: (405) 325-3546, Health Sciences Center campus and HSC-based Tulsa programs, Room 113, Service Center, Ph: (405) 271-2110. Or, contact the Equal Opportunity Officer at: (405) 325-4124; Room 102 Evans Hall.

3.10

STUDENT GRIEVANCE PROCEDURES

Students with grievances not covered by other University policies should be referred to the Office of Judicial Services at <http://www.ou.edu/judicial/> to determine the appropriate grievance procedure in cases of student versus student complaints or grievances.

If a student feels wrongfully and unfairly treated by an instructor and if he or she is unable to resolve the matter in conference with the instructor or the departmental chair/director of the academic unit, an appeal may be made with the Academic Appeals Board of the college offering the course. Any thesis and dissertation appeals shall be heard by the Graduate College appeals board. For the full policy of the Academic Appeals Board refer to Section 4.16.1.

Persons who have complaints alleging discrimination based upon race, color, national origin, sex, sexual orientation, genetic information, age, religion, political beliefs, disability or status as a veteran or complaints alleging sexual harassment, consensual sexual relationships, retaliation, or racial and ethnic harassment (together, "discrimination and harassment or retaliation") may file their complaints in writing with the University Equal Opportunity Officer. For the Grievance Procedure for Equal Opportunity Nondiscrimination Policy, refer to <http://www.ou.edu/home/eoo.html> and for Sexual Assault, Discrimination and Harassment Policy, refer to: <http://www.ou.edu/home/misc.html>

To contact the University Office of Equal Opportunity:

Norman Campus
Room 102, Evans Hall
(405) 325-3546

Health Sciences Center Campus
Room 113 Service Center Building
(405) 271-2110

To contact the Sexual Misconduct Officer:

| | |
|--|---|
| <u>Norman based programs:</u> | <u>Health Sciences Center Campus based programs</u> |
| <u>338 Cate Center Building 4, Rms 480-481</u> | <u>Room 113 Service Center Building</u> |
| <u>(405)325-3546</u> | <u>(405) 271-2110</u> |

3.19.2

PAID LEAVE AND EXTENDED SICK LEAVE TIME OFF (PTO)

~~Paid leave benefits are time off (PTO) is available to staff and 12-month faculty who hold continuous benefits eligible appointments. Temporary Employees on limited appointments and student employees are not eligible for paid leave time PTO. Paid leave time PTO may be used for vacation, illness, or other personal business. Monthly paid employees working at least half time but less than full time will receive paid leave accrual based on their FTE appointment. Details about accrual of paid sick leave for eligible part-time benefits-eligible employees on each campus are available from the Office of Human Resources. Employees on the hourly payroll (Norman Campus only) receive paid leave accrual on the basis of the number of hours paid. Earned paid leave time is accrued on a monthly basis according to the schedule below. Unpaid leaves of absence cannot be taken if the employee has an accrued paid leave balance.~~

Nonexempt employees may accrue compensatory leave which should be used first before any other paid leave is taken. Exempt employees working at least .50 FTE and up to .75 FTE will accrue paid leave in proportion to their FTE appointment. Nonexempt employees on the Health Sciences Center campus accrue paid leave in proportion to their FTE appointment. Nonexempt employees on the hourly payroll Norman Campus accrue paid leave on a pro-rata basis depending on the number of hours paid. The 40-hour work week will be the basis for the pro-rata computations. Paid leave time is accrued each pay period. Paid leave can be accrued to a maximum of 336 hours:

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to

- interfere with, restrain, or deny the exercise of any right provided under FMLA;
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

~~The University of Oklahoma's Interim Family and Medical Leave Policy, which incorporates provisions of existing University policies and the federal Family and Medical Leave Act of 1993, is designed to enable employees to balance their work responsibilities with the demands of caring for family members or in the event of serious personal illness or injury. All regular faculty and staff who hold benefits eligible appointments with an FTE of .50 or greater can access their accrued leave as provided by the University's Paid Leave and Short Term Disability Policy (Section 3.11.1, University Staff Handbook). In addition, after one year of employment by the University, they are eligible for up to a total of 12 work weeks of leave (combined paid and unpaid) during a 12-month period in accordance with the following provisions. A complete copy of the federal law, which contains further definitions that may apply to an employee's situation, is available from Human Resources.~~

(A) FAMILY LEAVE

(1) Purpose

~~Family leaves of absence may be taken for the following reasons:~~

- ~~(a) birth of a son or daughter of the employee and in order to care for the son or daughter;~~
- ~~(b) placement of a son or daughter with the employee for adoption or foster care;~~
- ~~(c) care of a spouse, son or daughter, or parent who has a serious health condition. A serious health condition is one that requires in-patient care or continuing treatment by a health-care provider.~~

(2) Terms

- ~~(a) Accrued leave, as provided for in the Paid Leave and Short Term Disability Policy, shall be used initially by the employee. When leave with pay is no longer available, the leave may be extended to a total of 12 work weeks during a 12-month period by using leave without pay. During this time, University insurance benefits will continue but additional leave with pay will not accrue.~~

(b) — Family leaves for birth, adoption, or placement of a foster child must fall within the term of employment and are to be taken consecutively without interruption ending no later than 12 months after the day of birth or placement of the child. Family leaves to care for a seriously ill spouse, son or daughter, or parent may be taken intermittently or on a reduced time basis (i.e., by working fewer days in a week or fewer hours in a day) if such a schedule is needed for medical reasons. When family leave without pay is taken to care for a spouse, son or daughter, or parent, acceptable documentation from the health care provider will be required by the University.

(3) — Pregnancy Leave

(a) — With Pay Leaves with pay for pregnancy are available to eligible employees through utilization of their accrued short term disability as provided in the Paid Leave and Short-Term Disability policy. Pregnancy is to be treated as any other short-term disability, with the duration of the disability to be medically determined. An employee may continue normal duties through pregnancy or use available leave while unable to perform regular duties. Employees who utilize leave for pregnancy shall suffer no penalty, retaliation, or other discrimination.

(b) — Without Pay. Leaves for the birth of a child may be extended beyond that granted for the medical disability to a total of 12 weeks through the utilization of accrued paid leave or leave of absence without pay.

(c) — Extension of Probation for Tenure Track Faculty. If a tenure track faculty member takes pregnancy leave, the probationary period prior to a tenure decision may be extended for one year at the written request of the faculty member and with approval of the academic unit, dean, and Senior Vice President and Provost.

(B) — MEDICAL LEAVE

(1) — Purpose

(a) Medical leaves of absence are available to eligible employees in the event of serious personal illness or injury.

(2) — Terms

(a) — Accrued leave, as provided for in the Paid Leave and Short-Term Disability Policy, shall be used initially by the employee. When leave with pay is no longer available, the leave may be extended to a total of 12 work weeks in a 12-month period by using leave without pay. During this time, University paid insurance benefits will continue but additional benefits will not accrue.

(b) — Medical leave may be taken intermittently or on a reduced time basis (e.g., by working fewer days in a week or by fewer hours in a day) if such a schedule is needed for medical reasons. The University will require acceptable medical documentation of illness or disability.

(C) — PROCEDURES

Requests for family or medical leaves of absence must be in writing and must include the reason for the request and the anticipated time period for the leave. All requests for family and medical

~~leaves of absence shall be made at least 30 days in advance, to the extent practicable. If the leave is for planned medical treatment, the employee is expected to schedule the treatment so as to create minimum disruption for the employer. When leave is used for the employee's own serious health condition or to care for a spouse, son or daughter, or parent with a serious health condition, acceptable medical documentation from the health care provider will be required.~~

~~(D) — RETURN TO WORK~~

~~Eligible employees who take a family or medical leave of absence from a position within the University will be able to return to the same or equivalent position and employment benefits. In the event of budgetary or organizational changes during the period of absence, the employee shall be treated as if he or she were occupying the same position at the time of the change. If an employee does not return to work as agreed upon, unless other arrangements are made, he/she shall be considered to have resigned from the University effective the last day worked.~~

~~(E) — EXTENDED LEAVES OF ABSENCE WITHOUT PAY~~

~~(1) — Purpose~~

~~As provided in Sections 3.12 and 3.12.1 of the University Staff Handbook, leaves of absence without pay for personal reasons may be recommended by the budget unit when it appears to be in the best interest of the University and the employee.~~

~~(2) — Terms~~

~~(a) — Leave of absence without pay may not exceed one year in length.~~

~~(b) — A personal leave of absence without pay does not count as service time for computation of benefits, other than for retirement as specified, and insurance benefits will be paid by the employee. Leave without pay for monthly employees may not be for absences of less than one day's duration.~~

~~(c) — When employees are granted leaves without pay for personal reasons, the University is obligated to reemploy the individual in either the same or similar position with the recommending department. Therefore, prior to granting a leave without pay, departments should carefully consider whether they will be in the position to reemploy the individual at the conclusion of the leave. If the position cannot be held open or filled on a temporary basis, the department should make it clear to the employee and state on the Personnel Action Form that the leave is being granted with the understanding that the University is not obligated to reemploy the individual at the conclusion of the leave.~~

~~(Regents, 7-27-93, Human Resources, 12-27-04)~~

3.19.8

SHARED LEAVE PROGRAM

(A) PURPOSE

The Shared Leave Program is a means for a University employee to donate paid leave to a fellow University employee, who is eligible for and requires leave while experiencing a serious health condition as defined, and which has caused, or is likely to cause, the employee to take leave without pay.

(B) DEFINITIONS

(1) Employee Recipient

Twelve (12) month faculty and staff who hold benefits-eligible appointments that accrue paid leave and who have had continuous employment for at least twelve (12) months preceding the serious health condition. The recipient employee must have used all his/her short-term-disability, paid leave hours, and compensatory time hours (if applicable) prior to being eligible to receive shared leave. Shared Leave is not available in off-work status due to workers compensation.

(2) Employee Donor

Twelve (12) month faculty and staff who hold benefits-eligible appointments that accrue paid leave and have a paid leave balance greater than 50% of annual accrual are eligible to be donors. A donating employee can donate paid leave at any time during the budget year.

(3) Serious Health Condition

A serious, extreme, catastrophic, or life-threatening medical condition is a period of incapacity requiring the employee to be medically unable to work for a period of ~~seven (7)~~ five (5) days or more. The medical condition includes continuing treatment or supervision by a health care provider; or continuing treatment of a chronic or long-term health condition. The employee must be suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition ~~which that~~ that has caused, or is likely to cause, the employee to take leave without pay.

(4) Shared Leave Committee

The Shared Leave Committee will monitor the Shared Leave Program, make policy recommendations to administration and employee governance groups, and will approve the distribution of shared leave to the recipient. The Shared Leave Committee will consist of seven (7) University employees, with a term of three (3) years, and shall be recommended by the Faculty and Staff Senates and appointed by the Vice President for Administration and Finance. The Shared Leave Committee will report the overall utilization and evaluation of the Shared Leave Program annually to the Faculty and Staff Senates, the President, Provost, and the Vice President for Administration and Finance, the overall utilization and evaluation of the Shared Leave Program.

(5) Shared Leave Pool

The Shared Leave Pool will include both:

- (a) paid leave hours donated by eligible employees for distribution to a specific employee who has applied for and been approved for receipt of shared leave, and
- (b) paid leave hours which have previously been donated but not distributed. Hours donated that were not distributed to a specific employee will be maintained in the pool, along with any hours donated for general distribution to eligible employees.

(D) ELIGIBILITY AND PARTICIPATION

- (1) The employee or his/her personal representative will complete a Shared Leave Request Form and attach documentation from a licensed physician or health care practitioner verifying the need for the leave and expected duration of the condition.
- (2) The employee must have a current satisfactory performance evaluation on file, or have no positive disciplinary actions on file during the previous twelve (12) month period.
- (3) The Budget Head will review the application and forward his/her recommendation to the Shared Leave Committee.
- (4) The Shared Leave Committee will determine eligibility of the employee based on:
 - (a) The definitions listed above.
 - (b) Whether ~~All~~ paid leave available to the employee has been used or is likely to be used. Absence due to personal illness beyond seven consecutive working days will be deducted from the short-term disability account if accrued time is available. Once the short-term disability account is zero, the employee must also use all available paid leave hours before being eligible to participate in the Shared Leave Program.
 - (c) Whether ~~if~~ the employee has abided by University policies regarding the use of paid leave.

(E) ELIGIBILITY AND PARTICIPATION REQUIREMENTS FOR DONOR

- (1) The receiving employee must be eligible under the above criteria.
- (2) The donating employee will complete a Shared Leave Donation Form. The Shared Leave Donation Form must be sent to the Shared Leave Committee.
- (3) The donating employee may donate any amount of paid leave provided the donation does not cause the paid leave balance of the employee to fall below 50% of his/her annual accrual.

- (4) Donations must be made in full-hour increments.

3.19.9

BREASTFEEDING SUPPORT

The University supports breastfeeding mothers in the workplace by providing flexibility to allow sufficient time to express milk or to breastfeed a baby brought in by a care provider. Time spent beyond the normal breaktime will be considered to be unpaid. The employee and the supervisor can make arrangements to make up time lost or use available paid leave in accordance with existing University policies.

5.

GENERAL POLICIES

5.1

EQUAL OPPORTUNITY POLICY STATEMENT

This University in compliance with all applicable Federal and State laws and regulations does not discriminate on the basis of race, color, national origin, sex, sexual orientation, genetic information, age, religion, disability, political beliefs, or status as a veteran in any of its policies, practices, or procedures. This includes but is not limited to admissions, employment, financial aid, and educational services.

(Regents, 3-24-70, 4-8-76, 7-12-77, 12-10-81, 1-27-93, 1-27-04)

Individuals are assured protection from harassment, retaliation, and discrimination for filing a complaint or assisting in an investigation under all relevant Equal Opportunity policies and procedures. Complaints of discrimination may be filed with the Office of Equal Opportunity.

All lawfully required documents, including the University's Affirmative Action Plans, are available for inspection in the Office of Equal Opportunity between the hours of 8:00 a.m. and 5:00 p.m. on any working day. The contact person in that office will be the University Equal Opportunity Officer or a designated staff member.

The Office of Equal Opportunity on the Norman Campus is located at 660 Parrington Oval, Suite 102, Norman, Oklahoma. The office may be reached by telephone at (405) 325-3546 or FAX (405) 325-3540.

(Equal Opportunity Officer, 2-28-04)

It is also the policy of the University not to discriminate on the basis of sexual orientation.

(President, 1-7-93, 9-29-94)

5.2

INDIVIDUALS WITH DISABILITIES

The University has an Affirmative Action Plan for individuals with disabilities. For details concerning the plan, consult the Equal Opportunity Office.

The University will reasonably accommodate otherwise qualified individuals with a disability unless such accommodation would pose an undue hardship, would result in a fundamental alteration in the nature of the service, program or activity or would result in undue financial or administrative burdens. The term "reasonable accommodations" is used in its general sense in the Reasonable Accommodations Policy and applies to employees, students, and visitors.

(Equal Opportunity Office, 10-21-97, 3-3-05)

5.3.2

IDENTIFICATION OF INDIVIDUALS WITH DISABILITIES

The institution has established a procedure for students and others with disabilities to self-identify and to register with the Office of Disability Services.

The ~~Office of Disability Services~~, Disability Resource Center, a department ~~of the Division of Student Affairs~~ under University Compliance, will survey identified students with disabilities and general needs associated with the same.

5.4

REASONABLE ACCOMMODATION POLICY

The University of Oklahoma will reasonably accommodate otherwise qualified individuals with a disability unless such accommodation would pose an undue hardship or would result in a fundamental alteration in the nature of the service, program, or activity or would result in undue financial or administrative burdens. The term "reasonable accommodation" is used in its general sense in this policy to apply to employees, students, and visitors.

Reasonable accommodation may include, but is not limited to:

- (1) Making existing facilities readily accessible and usable by individuals with disabilities;
- (2) Job restructuring;
- (3) Part-time or modified work schedules;
- (4) Reassignment to a vacant position if qualified;
- (5) Acquisition or modification of equipment or devices;
- (6) Adjustment or modification of examinations, training materials, or policies;
- (7) Providing qualified readers or interpreters; or
- (8) Modifying policies, practices, and procedures.

The Disability Resource Center, <http://www.ou.edu/drc/home.html> unless otherwise provided, is the central point of contact to receive all requests for reasonable accommodation and all documentation required to determine disability status under law. This center will then make a recommendation

concerning accommodation to the appropriate administrative unit. Reasonable accommodation with respect to employment matters should be coordinated with ~~Personnel Services~~ Human Resources, and ~~the disabled individual.~~ Reasonable accommodation with respect to academic matters, including but not limited to faculty employment, should be ~~referred to the~~ coordinated with the Office of Senior Vice President and Provost's Office, while all other issues of reasonable accommodation should be ~~referred to~~ coordinated with the Office of the Vice President for Administration and Finance.

Individuals who have complaints alleging discrimination based upon a disability may file them with the University's Equal Employment Opportunity Officer in accordance with prevailing University discrimination grievance procedures.

(President, 2-16-93, 3-3-05)

5.12

PREVENTION OF ALCOHOL ABUSE AND DRUG USE ON CAMPUS AND IN THE WORKPLACE

The University recognizes its responsibility as an educational and public service institution to promote a healthy and productive work environment. This responsibility demands implementation of programs and services which facilitate that effort. The University is committed to a program to prevent the abuse of alcohol and the illegal use of drugs and alcohol by its students and employees. This policy is based on the Oklahoma Standards for Workplace Drug and Alcohol Testing Act, 40 O.S. §§551 et seq., the Drug Free Workplace Act of 1988 (P.L. 100-690, Title V, Subtitle D), the Drug Free Schools and Communities Act Amendments of 1989 (P.L. 101-226), Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655, the Federal Omnibus Transportation Employee Testing Act of 1991, and Department of Transportation Rules (49 CFR part 40). The University program includes this policy which prohibits illegal use of drugs and alcohol in the workplace, on University property, or as part of any University-sponsored activities. It shall be Board of Regents' policy that:

- 5.12.1 All students and employees shall abide by the terms of this policy as a condition of initial and continued enrollment/employment.
- 5.12.2 The illegal use of drugs and alcohol is in direct violation of local, state, and federal laws as well as University policies governing faculty, staff, and student conduct. This policy strictly prohibits the illegal use, possession, manufacture, dispensing, or distribution of alcohol, drugs, or controlled substances in the workplace, on University premises, or as a part of any University-sponsored activities.
- 5.12.3 Violating this policy shall be a major offense which can result in a requirement for satisfactory participation in a drug or alcohol rehabilitation program, referral for criminal prosecution, and/or immediate disciplinary action up to and including termination from employment and suspension or expulsion from the University. A criminal conviction is not required for sanctions to be imposed upon an employee or student for violations of this policy.
- 5.12.4 Violating applicable local, state, and federal laws may subject a student or employee to a variety of legal sanctions including, but not limited to, fines, incarceration, imprisonment, and/or community service requirements. Convictions become a part of an individual's criminal record and may prohibit certain career and professional opportunities. A current listing of applicable local, state, and federal sanctions can be obtained through the Offices of Student Affairs and Human Resources.

5.12.5 An employee shall notify his or her supervisor in writing of a criminal conviction for drug or alcohol related offenses occurring in the workplace no later than five calendar days following the conviction.

5.12.6 The University shall establish and maintain Employee Assistance Programs and Student Counseling Services for counseling and training programs to inform students and employees about the dangers of drug and alcohol abuse. Voluntary participation in or referral to these services is strictly confidential.

More information is available at: <http://healthysooners.ouhsc.edu/>.

5.12.7 An employee shall not perform safety sensitive functions while a prohibited drug is in his or her system.

5.12.8 The University may require drug testing of safety sensitive employees (as defined by federal and state law and available for review in the Office of Human Resources) prior to employment, when there is reasonable cause, after an accident, on a random basis, and before allowing an employee or student to return to duty after refusing to take a drug test or after not passing a drug test.

The University shall annually distribute this policy to all staff, faculty, and students.

Health risks generally associated with alcohol and drug abuse can result in but are not limited to a lowered immune system, damage to critical nerve cells, physical dependency, lung damage, heart problems, liver disease, physical and mental depression, increased infection, irreversible memory loss, personality changes, and thought disorders.

The appropriate Senior Vice President and Provost or Executive Officer is responsible for notifying federal funding agencies within ten calendar days whenever an employee is convicted of a drug-related crime which occurred in the workplace. Decisions under this policy are subject to the grievance procedure stated elsewhere in the Board of Regents policy.

(Regents, 4-6-89, 9-5-90, 1-27-04)

5.13

COUNSELING ASSISTANCE

5.13.1

EMPLOYEE ASSISTANCE PROGRAM

The University of Oklahoma recognizes that it is in the best interests of both the University and its employees to provide assistance for employees in dealing with personal problems including alcohol and drug abuse or dependency, mental or emotional disturbance, or other conditions that may adversely affect job performance. For this reason, the University has established an Employee Assistance Program that is designed to assist in (1) identifying the problem at the earliest possible stage, (2) motivating the employees and their family members to seek help, and (3) directing them toward appropriate resources for assistance.

(A) GUIDELINES

- (1) The purpose of the Employee Assistance Program is to provide immediate assistance to faculty and staff with personal problems, including alcohol and drug abuse, that affect their work or job performance.
- (2) Job security and advancement opportunities for those who take advantage of this program will in no way be jeopardized due solely to their participation in the program.
- (3) Complete confidentiality is assured. All records involving services provided by the Employee Assistance Program shall be treated as confidential medical records and shall be maintained separately from personnel records.
- (4) Faculty and staff who exhibit job performance problems will be encouraged to seek assistance voluntarily through the Employee Assistance Program.
- (5) When there is evidence of work deterioration that has been documented by the supervisor or if there are notable signs of alcohol or drug abuse, the supervisor may refer the employee to the Employee Assistance Program.
- (6) Although the faculty or staff member has the right to decide whether or not to use the Employee Assistance Program or to follow any of its recommendations, if personal problems continue to adversely affect work performance, established University employment policies will be followed in handling the situation.
- (7) The University will endeavor to arrange sick leave or other appropriate leaves of absences for treatment or rehabilitation.
- (8) There will be no cost to the faculty or staff member for the evaluation and assessment services of the Employee Assistance Program for up to two sessions. Faculty and staff members will be responsible for cost incurred in undertaking recommended treatment.

(President, 1987; Vice President for Student Affairs, 12-1-97)

In most cases, additional counseling and treatment are partially covered by the employee's health insurance. More information is available through the Human Resources website.

The EAP counselors are available for personal or supervisory consultation by phone or in person. For more information or to make an appointment, call an EAP Counselor at 325-2911. EAP is located on the second floor of Goddard Health Center.

(EAP Coordinator, 7-13-94)

5.18.1

ADVERTISING AND PROMOTION

The University will never knowingly accept or allow advertising that does not conform to industry standards and University guidelines. The University also adheres to specific guidelines in regard to alcoholic beverage advertising. This policy applies to all advertising and promotion in whatever format. Examples are books, brochures, posters, programs, directories, newspapers, signs, radio and television,

videotape and audiotape, and electronically-generated programming. Signs include those at the athletic facilities, on CART vehicles, and in other locations. This policy also applies to all events and activities organized by or sponsored by University departments or registered student organizations.

(Regents, 1-13-83, 11-8-84, 12-8-88,-4-6-89, 3-29-00, 1-27-04)

The text below is approved Regents Policy for the Norman Campus but is printed in its entirety only in the Norman Campus Faculty Handbook.

(A) THE UNIVERSITY MAY REJECT ANY ADVERTISING WHICH, IN ITS SOLE DISCRETION, DOES NOT, OR APPEARS NOT TO:

- (1) Serve the public with honest values.
- (2) Tell the truth about what is offered.
- (3) Make good as promised on any guarantee offered.
- (4) Promote and sells merchandise on its merits and refrains from reflecting unfairly upon competitors, their products, services or methods of doing business.
- (5) Support claims made for the product or service within the advertisement.
- (6) Be made available to all members of a class of advertisers.
- (7) Be sincere and honest in what is said about the product or service.
- (8) Avoid tricky devices and schemes such as deceit, fictitious list prices, bait advertising, misleading free offers, and fake sales.

(B) THE UNIVERSITY WILL NOT ACCEPT ANY ADVERTISING WHICH, IN ITS SOLE DISCRETION:

- (1) Discriminates on the basis of race, color, religion, national origin, sex (unless sex is a bona fide occupational qualification), sexual orientation, genetic information, age, disability, political beliefs, , or status as a veteran.
- (2) Encourages students at the University to purchase reports and/or research material done by others.
- (3) Requires the reader to send money to obtain further information on the product.
- (4) Is deemed offensive or in poor taste including, but not limited to, advertisements derogatory to individuals or a group of people.
- (5) Is of a political nature which does not carry the words 'paid advertisement' somewhere in the message.
- (6) Is for products which encourage violation of city, state, or federal laws and regulations.
- (7) Is for products or service of a "questionable" nature without local references. This includes, but is not limited to, masseurs and masseuses, dating services, escort services, models, pregnancy referral, adoption services, and "get rich quick" promotions.

- (8) Reproduces U.S. currency unless in black and white only; currency must be reduced to no more than 75% of its original size or enlarged to at least 150%.

Use of the University Seal is prohibited except in the promotion of the University's academic programs. However, the University logo and other trademarked symbols may be used to promote non-University sponsored activities and products for which a license agreement exists.

With the exception of University programs, promotional copy and layout may not make it appear that the University endorses the product or use of the product.

5.18.2

UNIVERSITY NAME, LOGOS, OTHER IDENTIFYING MARKS, AND SEAL

~~(A) — NON-COMMERCIAL USE~~

~~University related organizations, foundations, associations, and groups shall obtain the written approval of the Vice President for Public Affairs before using the name of the University or logos and other identifying marks which are registered by the University. The policy applies to letters of solicitation, promotional items, and other uses of the University name, logos, and other identifying marks. Such uses may not state or imply, directly or indirectly, that the products or services of or activities sponsored by such University-related entities are endorsed, sponsored, or approved by the University.~~

~~All internal University departments or divisions shall obtain the prior written approval of the Vice President for Public Affairs before using the name of the University or logos or other identifying marks that are registered by the University for matters other than official University business.~~

~~(B) — COMMERCIAL USE~~

~~The University's name or logos and other identifying marks registered by the University may be used for commercial purposes provided appropriate authorization is granted by the University's commercial licensing agent. The use must not be disparaging, constitute false representation as to sponsorship/affiliation, contravene public morals and decency, or reflect unfavorably on the University.~~

~~The above notwithstanding, any entity wishing to use the University Seal must have the prior written approval of the Vice President for Public Affairs. Provided, however, The University of Oklahoma Alumni Association is authorized to imprint the Seal on "OU chairs."~~

~~(Regents, 6-25-70, 1-23-91, 6-27-95, 3-5-97, 3-29-00, 1-27-04)~~

~~(C) — COAT OF ARMS~~

~~There is authorized for general use a University Coat of Arms, which shall serve as the emblem of the University in lieu of the official University Seal.~~

~~(Regents, 4-9-52)~~

1. Trademark Administrative Committee – Responsibility for management of the University's name, logos, other identifying marks, and seal (collectively "marks") shall rest with a Trademark Administrative Committee (TAC). The Vice President for Public Affairs, the General Counsel, and the Athletic Director shall each appoint a representative to the three-member TAC.

2. Trademark Policies and Procedures – The TAC shall adopt, publish, and implement policies and procedures to ensure that the marks are utilized in a manner that best serves the interests of the University of Oklahoma. In no event should such use be disparaging, misleading as to sponsorship/affiliation, contradict public morals or decency, or reflect unfavorably upon the University. Such policies and procedures should address mechanisms for noncommercial and commercial uses of the marks, both internal and external to the University. Additionally, the TAC should implement a style guide or other instrument for implementation University-wide that establishes uniform and consistent usage of the University’s marks.

3. Trademark Office -- The TAC shall establish and oversee a University Trademark Office, which shall be responsible for implementation of policies and procedures regarding the University’s marks, including but not limited to the protection, licensing, management, and enforcement of the University’s marks. If desired and consistent with other applicable policies, the Trademark Office may contract with an official licensing agent to assist in one or more of these responsibilities.

5.21.1

MEDIA SANITIZATION POLICY

When declaring electronic media (hard drives, floppy diskettes, CDs, DVDs, flash drives, tapes, cell phones, mobile devices, etc.) as excess, departments must ensure that all Category II and Category III data¹ contained on these items is not vulnerable to theft or electronic compromise. This is called media sanitization. According to the Data Identification Guide, sensitive data include but are not limited to social security numbers, drivers license numbers, any security code, access code, or password, any health-related data, and any critical infrastructure details. Media sanitization comprises all actions necessary to protect data on surplus or end-of-life University-owned media from unauthorized access.²

Prior to media sanitization, a department should ensure compliance with any known Legal Hold Notices and records retention requirements³ for data contained on the media by consulting with designated OU officials, (e.g., Open Records Act Officer, Legal Counsel, records retention officers, or departmental or university privacy officers).

Following sanitization, departments must maintain a sanitization record for each item. The record should detail the type of media, date, sanitization method, and the final disposition of the media (sold, recycled, returned, etc.).

Resource Documents:

¹ Data classification categories –

https://webapps.ou.edu/security/policies/Data_Classification_Policy.pdf

² Sanitization methods and definitions –

https://webapps.ou.edu/security/policies/Media_Sanitization_Policy.pdf

³ Records retention policy –

<http://www.ou.edu/aa/record.htm>

(Chief Information Officer, Senior Vice President and Provost, Vice President for Administration and Finance, 1-23-09)

5.36

SMOKING IN PUBLIC PLACES POLICY

All buildings owned or operated by the University of Oklahoma will be free from smoking except as noted below. Failure of any individual to follow this policy may result in appropriate disciplinary action, including removal from University property, and all other internal, civil and criminal penalties. "Building" is defined for the purpose of this policy as an enclosed, indoor area owned or operated by the University of Oklahoma and as used by the general public, serving as a place of work for University employees or a meeting place for a public body (as defined in the Open Meeting Act OS 25 '304), including but not limited to offices, classrooms, laboratories, libraries, auditoriums, arenas, theaters, performance/exhibit halls, museums, meeting rooms, cafeterias, and restaurants, or public conveyances (including elevators, trolleys, and buses). "Smoking" means the carrying by a person of a lighted cigar, cigarette, pipe, or other lighted smoking device. Smoking is prohibited within 25 feet of any building's entrance. Further, all tobacco products are strictly prohibited on University grounds associated with an early childhood education program or in which children in grades Kindergarten through 12 are educated.

Signs will be posted at all entrances to University buildings stating that the buildings are smoke-free. Faculty, staff, or students within the building may ask any person smoking in the building to refrain.

The above does not apply to any housing or residence facility owned or operated by the University, space leased to others, outdoor areas unless specifically designated as non-smoking areas, the Oklahoma Memorial Stadium, or the Oklahoma Memorial Union.

Tobacco products will not be sold on University property.

Budget unit heads or their designees will disseminate this policy to all employees within their area of responsibility. Please direct concerns regarding this policy or its implementation through normal supervisory channels for resolution.

(President, 5-1-93)

5.39.1

PROCEDURE (NORMAN CAMPUS):

(A) — Communication of Policy

~~Faculty, staff, and student employees should be informed of this policy at the time of their appointment and at the time they purchase goods and services on credit from University departments.~~

~~(B) — DETERMINATION OF CREDITWORTHINESS~~

~~University departments selling goods or services on credit to University employees have the responsibility to determine the University related creditworthiness of the employee. Prior to the provision of goods or services on credit to an employee, the selling department should access the University's accounts receivable system to determine if the employee is past due on any University charges. Based upon the status of the employees account, the selling department shall make a managerial decision as to whether or not to sell goods and services on credit to the employee.~~

~~(C) — COLLECTION PROCEDURES~~

~~(1) — For purposes of implementing this policy, the following account aging guidelines shall apply:~~

~~Charges appearing on a Bursar statement for the first time are considered to be CURRENT charges.~~

~~Charges are considered to be 30 DAYS PAST DUE if they are outstanding on the second Bursar statement.~~

~~Charges are considered to be 60 DAYS PAST DUE if they are outstanding on the third Bursar statement.~~

~~Charges are considered to be 90 DAYS PAST DUE if they are outstanding on the fourth Bursar statement.~~

~~(2) — Monthly, after the mailing of the Bursar statements, the Collections Office will identify University employees with outstanding charges that are 90 OR MORE DAYS PAST DUE. Excluded from this process are student employees (including Graduate Assistants) who are paying their account in accordance with the University's tuition and fee payment plan, or who have made alternative payment arrangements with the Collections Office.~~

~~(3) — The Collections Office will send a letter to each employee identified above. The letter will:~~

~~(a) — Require payment in full or a response to the Collections Office within 10 calendar days;~~

~~(b) — Request written notification to the Collections Office and the charging department if the past due charges are being disputed, and~~

~~(c) — Request the employee to contact the Collections Office to establish a payment agreement, if the employee cannot pay the outstanding debt in full. The Collections Office will attempt to establish a payment agreement that is based upon the amount of the outstanding debt, the employee's income, and the age of the debt.~~

~~(4) — If the employee does not:~~

~~(a) — Pay the outstanding debt in full, or~~

~~(b) — Contact the Collections Office to establish a payment agreement, or~~

~~(c) — Make payments as agreed to in a previously accepted payment agreement, or~~

~~(d) — Dispute the charges within 10 calendar days, the Collections Office will refer the account to the Office of Legal Counsel.~~

~~(5) — Garnishment~~

~~If the employee with outstanding debt to the University fails to satisfy this debt through the procedures outlined above, the Collections Office will refer the account to the Office of Legal Counsel for collection.~~

~~The Legal Office will be responsible for monitoring and collection on 1) payment agreements that the Office of Legal Counsel makes with an employee, 2) judgments, and 3) garnishments. Payments received as a result of garnishment will be forwarded to the Office of Legal Counsel.~~

~~(D) — DISPUTED CHARGES~~

~~— If an employee disputes a charge, he/she must provide written notification to the Office of the Bursar and the department originating the charge. Within 30 calendar days of receipt of the written notification, the originating department must verify the validity of the charge or issue appropriate adjusting transactions. If the department does not respond within 30 calendar days, the Collections Office will process an adjusting transaction to remove the disputed charge from the employees account and to charge it back to the selling department. Upon receipt of written notification from the charging department that the disputed charge is valid, the Collections Office will pursue the collection of the debt in accordance with the procedures outlined above.~~

~~(Vice President for Administration and Finance, June 1997)~~

Faculty, staff and students, including student employees of the University, shall be required to pay all outstanding financial obligations due the University in accordance with the due dates established for such obligations. Those who do not pay their past due financial obligations as indicated on the billing statement will be subject to the University's collection processes, including paying any collections costs. The administration is directed to establish procedures at the Norman, Tulsa, and Health Sciences Center campuses to provide the means for the University to gain access to funds to which it is entitled.

1. Communication of Policy - Employees should be informed of this policy at the time of their appointment and at the time they purchase goods and services from University departments.

2. Determination of Account Status - University departments selling goods or services to University employees are responsible for determining the ability of the employee to pay. Prior to the provision of goods or services to an employee, the selling department should access the University's accounts receivable system to determine if the employee is past due on any University charges. Based upon the status of the employee's account, the selling department shall make a managerial decision as to whether or not to sell goods and services to the employee.

3. Collection Procedures-

(a) For purposes of implementing this policy, the following account-aging guidelines shall apply:

- Charges appearing on a Bursar statement for the first time are considered to be CURRENT charges.

- Charges are considered to be 30 DAYS PAST DUE if they are outstanding on the second Bursar statement.

- Charges are considered to be 60 DAYS PAST DUE if they are outstanding on the third Bursar statement.

- Charges are considered to be 90 DAYS PAST DUE if they are outstanding on the fourth Bursar statement.

(b) Monthly, after the mailing of the Bursar statements, the Bursar's Office will identify University employees with outstanding charges that are 90 OR MORE DAYS PAST DUE. Excluded from this process are student employees (including graduate assistants) who are paying their accounts in accordance with the University's tuition and fee payment plan, or who have made alternative payment arrangements. The accounts will be referred to University Collections, a division of Legal Counsel.

4. Overpayments. Any University employee who receives an overpayment through his or her payroll for whatever reason (e.g., termination of employment, overestimate of hours, or clerical error) will be responsible for repaying all amounts owed, including any collection costs and/or tax consequences that result from the overpayment. However, if it is determined that the department is responsible for the error that resulted in an overpayment, the department shall bear the associated collection costs.

5.42

WORKPLACE THREATS AND VIOLENCE

The University of Oklahoma is committed to providing a safe and healthy workplace for all employees and a safe and prosperous educational experience for its students in accordance with applicable federal, state, and local laws. The University is also committed to providing a professional work environment that promotes dignified and respectful treatment of all. This policy applies to the conduct of any person on University premises or at University-sponsored events, including faculty members, students, staff members, visitors, or contractors while on University-owned or controlled property or while engaged in University business. The University has a zero-tolerance policy for workplace threats and/or violence in any form as described below. The University prohibits acts of workplace violence that include threats, intimidation, physical attacks, stalking, or property damage and violent behavior.

DEFINITIONS

Threats: A threat is the expression of intent to cause physical or mental harm. Such an expression constitutes a threat without regard to whether the person communicating the threat has the ability to carry it out, and without regard to whether the threat is made on a present, conditional, or future basis. In determining whether the conduct constitutes a threat, including whether the action caused a reasonable apprehension of harm, the University will consider the totality of the circumstances from the perspective of a reasonable person in the situation. Threats come in many forms, including, but not limited to, oral and written threats, or threats communicated through conventional mail, electronic messaging, digital imaging, photography, fax, or telephone, and may be direct or implied.

Physical Attack: A physical attack is, without limitation, unwanted or hostile physical contact such as hitting, pushing, kicking, shoving, tripping, poking, biting, spitting, throwing of objects, or fighting.

Intimidation: Intimidation includes but is not limited to stalking, bullying, or engaging in verbal, written, expressive, or physical actions that intentionally or recklessly frighten or coerce an individual or that would be viewed by a reasonable person as such.

Stalking includes, without limitation:

- willfully, maliciously, and repeatedly following or harassing another person in a manner that would cause a reasonable person or a member of the immediate family of that person to feel frightened, intimidated, threatened, harassed, or molested; and
- actually causing the person being followed or harassed to feel terrorized, frightened, intimidated, threatened, harassed, or molested.

In the context of stalking, harassment may occur when an individual demonstrates a pattern or course of conduct directed towards another individual that includes repeated or continuing uninvited contact, e.g., contact after the individual has clearly communicated that contact is unwanted. Unwanted contact includes:

- following or appearing within the sight of that individual in a manner that would lead a reasonable person to believe he or she were being followed or watched by that individual;
- approaching or confronting that individual in a public place for a nonbusiness-related purpose or on private property;
- appearing at that individual's workplace and/or workspace for a nonbusiness-related purpose;
- appearing at the residence of that individual;
- contacting that individual by telephone for a nonbusiness-related purpose;
- sending mail or electronic communications to that individual for a nonbusiness-related purpose;
- placing a nonbusiness-related object on, or delivering an object to, that individual's workplace and/or workspace;
- placing an object on or delivering an object to the individual's residence.

Property Damage: Property damage is intentional damage to or destruction to or destruction of property owned by the University or its students, employees, contractors, vendors, or visitors.

Violent Behavior includes any behavior, whether intentional or reckless, which results in bodily injury to another person and/or damage to property, and can include, but is not limited to:

- injuring another person physically, including slapping, hitting, punching, pushing, poking or kicking; or physical gestures or actions which would be viewed by a reasonable person as threats to inflict physical harm;
- engaging in behavior that creates a reasonable fear of injury in another person;
- brandishing or using a weapon or other destructive devices or an object that reasonably appears to be a weapon, and where not otherwise allowed by law, possessing a weapon while on University premises or engaged in University business;
- damaging property intentionally or recklessly;
- threatening to injure an individual or damage property verbally, in the form of digital photography, or in written or electronic form;
- committing acts motivated by or related to domestic violence or sexual harassment;
- stalking, as defined above.

GUIDELINES FOR REPORTING VIOLENT SITUATIONS

The University encourages all employees to be alert to the possibility of violence on the part of current and former employees, current and former students, vendors, and visitors to the University. Supervisors are responsible to respond promptly, effectively, and in a manner consistent with University procedures when notified of an alleged incident of workplace violence, or when they observe workplace violence.

A person who believes that he or she has been the target of workplace violence or observes workplace violence must immediately report the alleged incident to his or her supervisor or manager, Human Resources, the University Police Department, and/or the city-of-residence police department. In emergency situations, the Police Department should be called immediately by dialing 911. The University also provides an Emergency Communication System for reporting activity that appears to be an immediate threat to an individual by calling any of the following numbers: on the Norman campus, (405) 325-1911; on the Health Sciences campus, (405) 271-4911; or on the Tulsa campus, (918) 660-3333. The University prohibits retaliation against or harassment of individuals who act in good faith by reporting real or perceived violent behavior or violations of this policy.

All employees who commit violent acts or who otherwise violate this policy are subject to disciplinary action, up to and including termination of employment, for unacceptable personal conduct, and may also be subject to criminal prosecution. The University prohibits employees from making deliberately false or misleading reports of violence or threats of violence under this policy, and employees who make such reports will be subject to disciplinary action, up to and including termination of employment.

Other individuals who engage in acts of workplace violence as described above may be subject to different disciplinary action applicable to them through this *Handbook*, applicable disciplinary policies and procedures for each respective campus, University policy, and state or federal law.

6.2

RETIREMENT POLICY

The provisions of The University of Oklahoma Retirement Policy (“Policy”) shall be effective July 1, 2002.

I. ~~SUPERCEDED~~

~~From the Effective Date, all previous versions of the Policy are hereby superseded.~~

II. ~~General~~

The University of Oklahoma Retirement Policy (the “Policy”) supersedes all previous versions of the Policy and are detailed in the Staff Handbook and in the Human Resources website. Eligible Employees of the University are entitled to certain benefits following the completion of a designated number of years of employment, the attainment of specified ages, or satisfaction of other requirements as set forth in the Policy.

(Regents, 6-10-82, 3-8-84, 5-10-84, 8-1-85, 5-8-86, 12-11-86, 4-9-87, 1-21-88, 12-8-88, 6-14-89, 5-9-91, 6-13-91, 7-9-92, 11-10-92, 6-17-93, 9-16-93, 6-21-94, 6-27-95, 5-14-97, 9-11-01, 12-2-02, 12-2-03, 1-27-04)

6.2.1

PROGRAMS AVAILABLE

~~The University participates directly or indirectly in several programs that provide retirement benefits to faculty and staff members who are enrolled in them. These include Social Security, the Teachers' Retirement System of Oklahoma, the University of Oklahoma Defined Contribution Plan, and University Retirement Benefits. Participation in and benefits of each are discussed in the following paragraphs.~~

BENEFIT PROGRAMS - The University offers a comprehensive and competitive package of employee benefits. University sponsored benefit programs include

- medical insurance,
- dental insurance,
- vision coverage,
- short and long-term disability coverage,
- life and accidental death and dismemberment insurance,
- retirement insurance,
- flexible spending accounts for healthcare and dependent care expenses,
- long-term care insurance.

6.2.2

SOCIAL SECURITY (FICA)

This is a federal program that provides for retirement, disability, and survivor benefits. The University deducts contributions and matches these with the employer's contributions for each faculty and staff member at the time the payrolls are prepared. Student employees enrolled in a full-time course of study and certain non-resident aliens are exempt from paying FICA tax. The contribution rate is a percentage of salary or wages up to a maximum base on a calendar-year basis. Both the percentage and the base are expected to rise in the future. Likewise, benefits are expected to increase with the cost of living.

Assistance in estimating the Social Security benefit can be obtained from the Office of Human Resources; however, the final amount must come from Social Security. Detailed assistance on Social Security matters should be sought at a local Social Security office.

6.2.3

TEACHERS' RETIREMENT SYSTEM OF OKLAHOMA

Membership in the Teachers' Retirement System (TRS) is optional for faculty members, executive officers, administrative officers, administrative staff, and managerial and professional staff who are appointed half-time or more and were hired after June 30, 2004. These faculty members must make a one-time irrevocable decision within 90 days of hire to join either OTRS or the University's Optional Retirement Plan. Employees who elect OTRS are also eligible for the University's Defined Contribution Plan. Other staff, excluding students and adjunct faculty, who are appointed half-time or more may join on an optional basis. Employees who are hired or become eligible for TRS on or after their 45th birthday may also participate on an optional basis.

Employees on sabbatical leave receiving at least one-half pay may join on an optional basis. Contributions for such membership will be at a rate commensurate with the salary earned as a full-time employee in the last preceding school year. The member must elect to participate and make contributions to TRS at the time the sabbatical commences. Sabbatical leave taken after July 1, 1990, cannot be purchased by the member at a later date. If the member elects to participate in TRS, the contribution will continue to the Defined Contribution Plan. This rule allows the employee a full year of credit, as long as contributions are made accordingly. Faculty members are responsible for notifying OTRS of their sabbatical leave.

(Director, Human Resources, 11-30-94, 3-31-05)

Member contributions are made through payroll deductions. These are computed at a percentage of total salary or wages plus certain employer-paid benefits (total compensation) on a fiscal year basis.

Effective July 1, 1995, member contributions are a percentage of total compensation which may be tax-deferred.

Benefits upon retirement are computed according to a formula that considers total compensation upon which contributions were made and years of creditable service. Options under which a survivor is protected are available. Details concerning membership, contribution, and retirement requirements and benefits are contained in a booklet titled Rules and Procedures for Operation of Teachers' Retirement System of Oklahoma, current edition. This booklet and further information are available online at www.trs.state.ok.us.

6.2.3

(A) — CONTRIBUTIONS TO FRINGE BENEFITS PROGRAMS

— The University's contribution to the Oklahoma Teachers' Retirement System and/or other charges for — any other fringe benefit program for those individuals paid from other than Educational and General — sources shall be charged to the source or sources of pay on a pro-rata basis except where expressly — forbidden by the source.

(Regents, 7-27-67)

6.2.4 —

DEFINED CONTRIBUTION PLAN

The University contributes a percentage of salary toward the purchase of a retirement annuity from investment options provided through selected retirement investment firms. The employee makes no contribution. At the time of retirement, benefits are based on the amount in the individual's annuity account, the member's age, and the option selected. While the retirement benefits can be payable at any time, they will be significantly lower when paid at an early age because of actuarial and accumulation factors.

(Regents, 10-1-92)

Employees who participate in Oklahoma Teacher's Retirement are eligible if the employee has an annual salary of \$9,000 or more and is a benefits-eligible employee. For members who joined OTRS after July 1, 1995, the Defined Contribution Plan amount paid by the University is salary minus \$9,000 multiplied by 8%.

(Director, Human Resources 12-1-97, 3-31-05)

6.2.4.1

OPTIONAL RETIREMENT PLAN

Any benefits-eligible faculty hired after June 30, 2004, under 45 years of age, must make a one-time irrevocable decision within 90 days of hire to join the University's Optional Retirement Plan or OTRS. Under the Optional Retirement Plan, OU contributes 9% of salary toward the purchase of a retirement annuity from investment options provided through selected retirement investment firms. The employee

~~makes no contribution. At the time of retirement, benefits are based on the amount in the individual's annuity account, the member's age, and the option selected. While the retirement benefits can be payable at any time, they will be significantly lower when paid at an early age because of actuarial and accumulation factors.~~

(Director, Human Resources, 3-31-05)

6.2.5

UNIVERSITY RETIREE BENEFITS

~~Employees who meet the eligibility requirements for University retirement receive a benefits package provided by the University. Those benefits include health and dental insurance, parking permit, discount athletic tickets, free use of university-operated recreational facilities, retiree ID card, and other benefits.~~

6.2.6

PHASED RETIREMENT

~~Individuals who are at least 55 years of age and have 10 or more years of service may request to be allowed to reduce their workloads and phase into another career or full retirement. The phased retirement program offers an attractive level of benefits during the phasing. (The University of Oklahoma Retirement Plan of August 10, 1994.) Contact the Office of Human Resources for additional information.~~

(President, 1-21-85; Regents, 6-13-91, 10-1-92, Director, Personnel Service, 12-1-97)

INSURANCE BENEFITS

6.2.2.1 Eligibility

- The employee must be in a continuous appointment of at least a .5 FTE.
- Benefits begin on the first of the month after date of hire.
- If the employee has a 1.0 FTE and does not enroll within the initial 31-day enrollment period, he or she will automatically be enrolled in medical, dental, life insurance, and AD&D coverage, but will be ineligible to enroll in other insurance programs until the next annual open enrollment period. Under certain circumstances, an employee may be eligible to enroll or modify elections if experiencing a qualified life event change during the plan year.

6.6.2.2 Payment

- The University pays in full for employee dental, life, and accidental death insurance.
- The University and employee share in the cost of employee and dependent medical insurance, depending on the employee's salary.
- The employee pays in full for all other insurance benefits.
- Most employee payments can be made on a pretax basis through the 125 Cafeteria Plan.
- Employees employed at less than 1.0 FTE pay for benefits on a prorated basis within defined bands.

6.2.3

OTHER BENEFITS

- Workers compensation insurance is provided for all employees irrespective of employment status.

- Unemployment compensation is provided for all employees except students.

Additional information on all of these benefits can be found at www.hr.ou.edu/benefits

6.2.4

BENEFITS CONTINUATION

The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) provides for continuation of medical, dental, and vision coverage for covered participating employees should they or their covered dependents become ineligible for coverage as a result of one of the following events:

- the employee's termination of employment, reduction in hours, or death;
- the employee's divorce or legal separation from a spouse;
- the ineligibility of the employee's dependent child for continued plan participation at the end of the calendar month in which the child turns 26.

Employees with currently active coverage may continue participation up to one year in group insurance benefits, except Long Term Disability, during an approved leave of absence period. The cost of coverage during the leave period is the employee's responsibility.

6.2.5

RETIREMENT PLANS

This section contains a general summary of the University's retirement plans. Eligibility to participate in the University of Oklahoma's retirement plans depends on the employee's FLSA status (exempt or nonexempt), age, and years of benefits-eligible service. Two retirement tracks are available at the University of Oklahoma. Retirement Track A includes a defined contribution plan and the Oklahoma Teachers' Retirement System (OTRS). Retirement Track B includes only a defined contribution plan.

- In both retirement tracks, the University provides contributions for the employee to an employer-funded, tax-qualified defined contribution plan under Section 401(a) of the Internal Revenue Code.
- In Track A, employees choose to participate in the OTRS. Both the University and the employee contribute to OTRS.
- FLSA-exempt employees under age 45 hired after July 1, 2004, must make a one-time irrevocable choice to participate in OTRS within their first 90 days of employment.
- Depending on the retirement track elected by the employee, the amount the University contributes to the defined contribution plan differs.
- Electing OTRS in Retirement Track A requires a contribution from the employee and may yield an overall higher retirement benefit depending on certain variables.
- The University also offers two voluntary retirement savings plans to which employees may contribute on a pretax basis. These programs are offered under sections 403(b) and 457(b) of the IRS Code (regardless of FTE status). The accumulated value in these savings plans is tax deferred until money is withdrawn, but will be subject to applicable employment taxes when contributions are made.
- More details can be found on the Human Resources website: <http://hr.ou.edu>.

The University of Oklahoma is a participating member in Social Security. For additional information about Social Security, visit www.ssa.gov.

6.2.6

OTHER RETIREMENT BENEFITS

This section provides a general overview of eligibility for retirement from the University of Oklahoma and the benefits (other than retirement plan benefits) available upon retirement.

Eligibility for Retirement

To be eligible for University of Oklahoma retirement benefits, an employee must meet one of these requirements:

- has attained age 62 with at least ten years of benefits-eligible OU service.
- has attained age plus (at least ten) years of benefits-eligible OU service equal to 80 or more (Rule of 80).
- has attained any age with 25 years of benefits-eligible OU service.

An employee is eligible to apply for disability retirement at any age with at least ten years of benefits-eligible OU service.

Eligibility requirements to retire with benefits from the OTRS are different from the requirements listed above. More details can be found at <http://hr.ou.edu>.

Benefits upon Retirement

Employees who meet the eligibility requirements for University retirement receive the following benefits package:

- continued participation in health and dental insurance;
- a parking permit, discount athletic tickets, use of designated University recreational facilities, and other miscellaneous benefits;
- lifetime passes to the University golf course for their personal use issued for weekday play to professors emeriti and other faculty and staff retirees who retired prior to January 1, 1994, will be honored.

Benefits from the OTRS and the DCP and ORP are determined on an individual basis. More details can be found at <http://hr.ou.edu> .

6.2.7

PHASED RETIREMENT - Individuals who are at least 55 years of age and have ten or more years of service may request permission to reduce their workloads and phase into another career or full retirement. The phased retirement program offers an attractive level of benefits during the phasing. (The University of Oklahoma Retirement Plan of May 18, 1998)

6.2.8

RETIREES RETURNING TO WORK

State law prohibits rehire of retirees as consultants for two years following retirement. OTRS retirees may return to work as temporary employees in accordance with OTRS rules. OTRS regulations require a minimum of 60 calendar days between a retiree's last day of preretirement public education employment and any such postretirement employment. OTRS retirees should consult with OTRS before returning to work at any OTRS-participating institution to determine what, if any, impact on their retirement benefits a return to work might have.

- OU retirees not eligible for OTRS retirement benefits may return to work as temporary employees without a minimum waiting period.
- More details can be found on the Human Resources website: <http://hr.ou.edu>.

8.12

OU INFORMATION TECHNOLOGY

OU Information Technology's (OU IT) vision is to create and sustain an environment where all students, faculty, and staff have easy, accurate, secure, and reliable access to the information services and

resources they need to succeed. OU IT has designed world-class technology services that rank OU in the top 10 of *PC Magazine's* Top 20 Most Wired Colleges. Technology services include:

- Secure wired and wireless network
- 24/7 technology support
- Hardware and software discounts through the OU IT Store
- Over 800 computer lab workstations (PC and Mac)
- Classroom technology in over 130 centrally-scheduled classrooms
- Feature-rich email service
- Campus-wide emergency communication system
- Numerous online services

Computer Use Policy- Employees should make themselves aware of the University's Computer Use and other related communications policies located on the University's Information Technology website. To safeguard the University's network and all of its computer resources (the System), appropriate University discipline and/or criminal and civil penalties may be sought and imposed for illegal or unauthorized use. To protect the integrity, reliability, and security of the System for lawful and authorized use, monitoring and auditing are necessary. By accessing the System, an employee expressly consents to these measures.

8.13

LEASED OR RENTED VEHICLES: INSURANCE

8.13.1

INSURANCE WHEN USING STATE-OWNED VEHICLES

~~When employees rent University Motor Pool vehicles or are authorized to use a University owned vehicle on a permanent basis, they will be insured for liability under the State of Oklahoma Governmental Tort Claims Act of 1985 (51 O.S., Section 151, et. seq.) only when the vehicle is being used for University business and the employee is acting within the scope of his/her authority and employment. Copies of the State of Oklahoma Certificate of Self Insurance are located in the glove compartment of all University vehicles. Call Risk Management at 325-5433 for further information.~~

LIABILITY INSURANCE- The State of Oklahoma provides professional and automobile liability insurance under the State Tort Claims Act for all employees who are acting within the scope of their duties. The liability coverage also extends to authorized volunteers for their operation of University-owned vehicles while acting within the scope of their authority if the authorized volunteer has completed and filed the Volunteer Acknowledgment and Release Form with the authorizing department. Copies of the State of Oklahoma Certificate of Self-Insurance are located in the glove compartment of all University vehicles. Further information is available from the Office of Risk Management. Employees are prohibited by state law from texting or utilizing electronic devices while driving University vehicles or while driving private vehicles on University business. Failure to abide by this policy results in the loss of insurance coverage for any accident, and the employee will be held personally liable for any and all damages and injuries

caused as a result of such accidents, regardless of actual fault. Further, smoking in University-owned, rented, or leased vehicles is prohibited by state law.

8.13.2

INSURANCE WHEN USING PERSONAL VEHICLES

~~If University employees or authorized volunteers are authorized to use their personal vehicles for University business, the liability coverage outlined above extends to their personal vehicle (just as if it were a University-owned vehicle). However, the State of Oklahoma also requires such persons to have personal automobile liability insurance in force at the time of use.~~

~~No physical damage insurance is provided by the University or State for an employee's/ volunteers personal vehicle while that vehicle is being used on University business. Call Risk Management at 325-5433 for further information.~~

PERSONAL VEHICLE USE

If University employees or authorized volunteers are permitted to use their personal vehicles for University business, the liability coverage outlined above extends to their personal vehicle (just as if it were a University-owned vehicle). However, the State of Oklahoma also requires such persons to have personal automobile liability insurance in force at the time of use. No physical damage insurance is provided by the University or state for an employee's/volunteer's personal vehicle while that vehicle is being used on University business. When private vehicles are used for state business purposes and reimbursement is expected pursuant to applicable state law, the transporting of private passengers is not prohibited; however, it is suggested and requested that the practice be held to a minimum. Requests for an exception must be submitted in writing to the President or his or her designee. Further information is available from the Office of Risk Management, Financial Services, and Fleet Services.

8.13.3

INSURANCE WHEN USING LEASED OR RENTED VEHICLES

~~The University's liability coverage extends to vehicles leased or rented by individuals or departments of the University while the vehicles are being used on University business. No physical damage insurance is provided by the University or State; physical damage coverage for the leased/rental vehicle must be purchased by the individual or department. Example: If using a rented vehicle while traveling on University business, employees/departments must purchase the Collision Damage Waiver unless a personal automobile insurance policy will extend physical damage insurance to the rented vehicle or the University contract with the auto rental company exempts liability for collision damage. Call Risk Management at 325-5433 for further information.~~

(Office of Risk Management, 7-1-86, 10-1-93, 3-30-05)

LEASED/RENTED VEHICLES

The University's liability coverage extends to vehicles leased or rented by individuals or departments of the University while the vehicles are being used on University business. No physical damage insurance is provided by the University or state; physical damage coverage for the leased/rental vehicle must be purchased by the individual or department. For example, if using a rented vehicle while traveling on

University business, employees/departments must purchase the Collision Damage Waiver unless a personal automobile insurance policy will extend physical damage insurance to the rented vehicle, or the University contract with the auto rental company exempts liability for collision damage. Further information is available from the Office of Risk Management.

For additional information on vehicle rentals contact University Fleet Services at <http://www.ou.edu/aa/motor.htm>

3.19 APPEALS AND GRIEVANCES

All faculty, whether tenured or not, are entitled to academic freedom as set forth in **Section 3.4** and academic due process.

The following procedures cover alleged prohibited discrimination, including sexual, racial, or ethnic harassment, and alleged violations of academic freedom, academic due process, and University policy. The faculty member may seek redress through the appropriate grievance procedures if such violations occur in the course of performing professional duties or in the process of being considered or evaluated for recommendations regarding reappointment, salary increase, promotion, or tenure. Grounds for appeal may also include other personnel decisions in which a faculty member has reason to believe there has been discrimination, sexual, racial, or ethnic harassment, violation of due process or academic freedom, or if there are other grievances which have not been resolved administratively.

Faculty members serving as chairs, directors, deans, or other administrative positions, who are relieved of their administrative responsibilities, may not file a grievance or appeal when the grievance or appeal is based upon actions related to their administrative performance.

There are two appeal processes; the Faculty Appeals Board (**Section 3.14**) and the Committee on Discrimination and Harassment (**Section 3.17**). ~~[Appendix H, III G3 A(ii) and Appendix J, VII B 1(b)]~~

- (a) **Faculty Appeals Board** - The Faculty Appeals Board is the appropriate appeal process for alleged violations of due process, academic freedom, or other grievances other than alleged prohibited discrimination which have not been resolved administratively. It is also the appropriate appeal process for abrogation of tenure, dismissal of tenure-track or consecutive term appointment, or severe sanctions (**Section 3.20**).
- (b) **Committee on Discrimination and Harassment** - The Committee on Discrimination and Harassment is the appropriate appeal process for complaints involving harassment or discrimination because of race, color, national origin, sex, sexual orientation, genetic information, age (40 or older), religion, disability, political beliefs, or status as a veteran. Such appeals must be filed with the University Equal Opportunity Officer (~~Section 3.17~~) (Appendices H and J)

(Regents, 1-26-99, 12-3-02)

3.22.1 Nondiscrimination Policy and Sexual Assault, Discrimination and Harassment Policy and Grievance Procedures

These policies, in their entirety, and the associated complaint and grievance procedures, are contained in Appendices H and J

The University in compliance with all applicable federal and state laws and regulations does not discriminate on the basis of race, color, national origin, sex, sexual orientation, genetic information, age (40 or older), religion, disability, political beliefs, or veteran status in any of its policies, practices, or procedures. This includes but is not limited to admissions, employment, housing, financial aid, and educational services. Please refer to the University's Equal Opportunity Office's policies and procedures for a more detailed explanation and complaint procedure in Appendices H and J. Or, contact the Equal Opportunity Office on the Health Sciences Center campus, including HSC-based programs on the Tulsa campus, directly at: 405-271-2110, Room 113, Service Center Building.

The investigative process, findings and recommendations and appeals processes for claims brought under the Nondiscrimination Policy and/or the Sexual Assault, Discrimination, and Harassment Policy are handled through the University Office of Equal Opportunity. Hard copies of the procedures may be found on the Health Sciences Center campus, Room 113, Service Center Building, 405-271-2110.

~~3.22 — DISCRIMINATION POLICY (FOR OTHER THAN SEXUAL OR RACIAL/ETHNIC HARASSMENT) —~~

~~The University has a policy of internal adjudication in matters relating to alleged discrimination. Any faculty member, staff member, or student, including without restriction, those on temporary or part time status, who believes that he or she has been discriminated or retaliated against should file a complaint under the Grievance Procedure for Equal Opportunity.~~

~~Any attempt to penalize or retaliate against a person for filing a complaint or participating in the investigation of a complaint of discrimination and/or harassment will be treated as a separate and distinct violation of this policy.~~

~~To contact the University Office of Equal Opportunity:~~

| | |
|--|---------------------------------------|
| _____ | _____ |
| _____ Health Sciences Center Campus _____ | _____ Norman Campus |
| _____ Room 113, Service Center Building _____ | _____ Room 102, Evans Hall |
| _____ 271 2110 _____ | _____ 325 3546 |

~~(Regents, 7-22-81, 9-17-81, 9-9-82, 9-27-95, 1-14-97, 1-27-04)~~

~~It is the also the policy of the University not to discriminate on the basis of sexual orientation.~~

~~(President, 1-7-93, 9-29-94)~~

~~3.22.1 — Policies Governing Sexual Harassment, Sexual Assault, Consensual Sexual Relationships, Retaliation, or Racial and Ethnic Harassment~~

~~These policies, in their entirety, are contained in **Appendices H through J.**~~

~~3.22.2 — Grievance Procedure for Equal Opportunity~~

~~A. — What is Covered and Who May Use Procedure~~

~~The grievance procedure embodied herein shall be available to any person who, at the time of the acts complained of, was employed by, was an applicant for employment with, or was enrolled as a student at the University.~~

~~B. — Filing of Complaint~~

~~This procedure applies to persons who have complaints alleging discrimination based upon race, color, national origin, sex, age, religion, disability, political beliefs, or status as a veteran or complaints alleging sexual harassment, consensual sexual relationships, retaliation, or racial and ethnic harassment (together, “discrimination and harassment or retaliation”). Such persons may file their complaints in writing with the University Equal Opportunity Officer.~~

~~Complainants who exercise their right to use this procedure agree to accept its conditions as outlined below. Where multiple issues exist, (i.e. sexual harassment and violation of due process or grade appeal), the complainant must specify all of the grounds of the grievance of which the complainant should have reasonably known at the time of filing. A grievance filed under this procedure may normally not be filed~~

~~under any other University grievance procedure. Depending on the nature of the issues involved, the complainant will be advised by the University Equal Opportunity Officer or his/her designee about the appropriate procedure(s) to utilize.~~

~~C.—Timing of Complaint~~

~~Any complaint must be filed with the University Equal Opportunity Officer within 180 calendar days of the act of alleged discrimination, harassment, or retaliation. The University Equal Opportunity Officer may reasonably extend all other time periods.~~

~~D.—Administrative Action~~

- ~~1) The University recognizes its obligation to address incidents of discrimination, harassment, or retaliation on campus when it becomes aware of their existence. Even if no complaints are filed, the University reserves the right to take appropriate action unilaterally under this procedure.~~
- ~~2) With respect to students, the University Vice President for Student Affairs and Dean of Students or other appropriate persons in authority may take immediate administrative or disciplinary action which is deemed necessary for the welfare or safety of the University community. Any student so affected must be granted appropriate due process. For Norman campus students, a campus disciplinary council, in accordance with the Student Code, shall conduct any hearing involving disciplinary suspension or expulsion. Lesser administrative or disciplinary action may be appealed to the University Vice President for Student Affairs and Dean of Students. Such requests must be in writing and filed within seven calendar days following the summary action. The University Vice President for Student Affairs and Dean of Students will issue a written determination to the student within three working days following the date the request is received.~~
- ~~3) With respect to employees, upon a determination at any stage in the investigation or grievance procedure that the continued performance of either party's regular duties or University responsibilities would be inappropriate, the proper executive officer may suspend or reassign said duties or responsibilities or place the individual on leave of absence pending the completion of the investigation or grievance procedure.~~

~~E.—Withdrawal of Complaint~~

~~The complainant may withdraw the complaint at any point prior to the adjournment of a formal hearing.~~

~~F.—Confidentiality of Proceedings and Records~~

~~Investigators and members of the Hearing Panel reviewing the grievance are individually charged to preserve confidentiality with respect to any matter investigated or heard. A breach of the duty to preserve confidentiality is considered a serious offense and will subject the offender to appropriate disciplinary action. Parties and witnesses also are admonished to maintain confidentiality with regard to these proceedings.~~

~~All records, involving discrimination, harassment, or retaliation, upon disposition of a complaint, shall be transmitted to and maintained by the University Equal Opportunity Officer as confidential records except to the extent disclosure is required by law.~~

~~G. Proceedings~~

~~1) Investigation~~

~~Upon receipt of a complaint, the University Equal Opportunity Officer is empowered to investigate the charge, interview the parties and others, and gather pertinent evidence. The investigation should be completed within 60 calendar days of receipt of the complaint, or as soon as practical. If a time period is extended for more than 10 calendar days, the University Equal Opportunity Officer will provide written or oral notice of reason for extension to all parties involved. The investigator shall prepare a record of the investigation.~~

~~In arriving at a determination of a policy violation at any stage of the proceedings, the evidence as a whole and the totality of the circumstances and the context in which the alleged incident(s) occurred shall be considered. The determination will be made from the facts on a case-by-case basis.~~

~~Upon completion of the investigation, the University Equal Opportunity Officer is authorized to take the following actions:~~

~~Satisfactory Resolution~~

~~Resolve the matter to the satisfaction of the University and both the complainant and the respondent. If a resolution satisfactory to the University and both parties is reached through the efforts of the University Equal Opportunity Officer, he or she shall prepare a written statement indicating the resolution. At that time the investigation and the record thereof shall be closed.~~

~~(a) Dismissal~~

~~Find that no policy violation occurred and dismiss the complaint, giving written notice of said dismissal to each party involved. Within 15 calendar days of the date of the notice of dismissal, the complainant may appeal said dismissal in writing to the University Equal Opportunity Officer by requesting a hearing according to the provisions of this policy. If no appeal is filed within the 15-calendar day period, the case is considered closed.~~

~~(b) Determination of Impropriety~~

~~(1) Make a finding of impropriety and notify the parties of the action to be taken. Either party has the right to appeal said determination in writing within 15 calendar days of the date of notice of determination to the University Equal Opportunity Officer by requesting a hearing according to the provisions of this policy. If no appeal is filed within the 15-calendar day period, the case is considered closed.~~

~~(2) In the case of a complaint against a faculty member, the administrative investigator may determine that the evidence is sufficiently clear and serious so as to warrant the immediate commencement of formal proceedings as provided in the Abrogation of Tenure, Dismissal Before Expiration of a Tenure Track or Consecutive Term Appointment, and Severe Sanctions section of the *Faculty Handbook*. If the President concurs with the investigator's finding, the case may be removed at the option of the accused from the grievance proceedings contained herein and further action in the case shall be governed by the Abrogation of Tenure, Dismissal Before Expiration of a~~

~~Tenure Track or Consecutive Term Appointment, and Severe Sanctions section in the Faculty Handbook. Otherwise, this policy and procedure shall apply.~~

~~2) Hearing~~

~~(a) Request for a Hearing Under the Grievance Procedure for Equal Opportunity~~

- ~~(1) Appeals and complaints unresolved following an investigation may result in a hearing before a hearing panel selected from the membership of the Committee on Discrimination and Harassment as described below. For the Norman Campus, faculty versus faculty grievances with multiple issues are heard by the Faculty Appeals Board. The request for a hearing is to be addressed to the University Equal Opportunity Officer.~~
- ~~(2) The request for a hearing must contain the particular facts upon which the policy violation allegation is based as well as the identity of the appropriate respondent(s). The University Equal Opportunity Officer shall give a copy of the request to the proper respondent(s).~~
- ~~(3) The respondent's written response to the request for a hearing must be sent to the University Equal Opportunity Officer within 10 calendar days of receiving notice that a formal hearing has been requested. A copy of the response shall be given to the party requesting the hearing.~~

~~(b) Selection of a Hearing Panel~~

~~Within 10 calendar days following receipt of the written request for a hearing, the University Equal Opportunity Officer shall initiate the process to determine the members of the Hearing Panel.~~

~~A five member hearing panel will be chosen by the parties to the complaint from: on the Health Sciences Center (including Tulsa), the twenty four member Committee on Discrimination and Harassment; and on the Norman Campus, from the sixteen member Committee on Discrimination and/or the fifty member Faculty Appeals Board.~~

~~A Committee on Discrimination and Harassment shall be established on each campus and composed of: on the Health Sciences Center, eight staff members, eight students, and eight faculty members; and on the Norman Campus, eight staff members and eight student members, with faculty representation being selected from the Faculty Appeals Board. On the Norman Campus, five staff will be appointed by the Staff Senate and five students will be appointed by UOSA; the President will appoint three staff and three students. At the Health Sciences Center, eight faculty will be appointed by the Faculty Senate, eight staff members appointed by the Staff Senate, and eight students by the Student Government Association. The terms of appointment shall be for three years with initial terms of 1, 2, and 3 years in each category to provide the staggered membership, except that each student shall be appointed for a one year term.~~

~~The selection process shall be in the following manner: The complainant and the respondent select five names each from the pool. The names will be listed in rank order with name number one on each list being the preferred panelist. The University equal~~

~~Opportunity Office staff will contact the individuals in the order selected. The first two names on each list who are available to serve will make up the Hearing Panel. Those selected choose a fifth name from the pool to serve as chair. If the four panelists cannot agree on the fifth, the names of five additional Committee members will be drawn by lottery. Each panelist will strike one name off the list of five names. The remaining person shall be the fifth panelist. Either party to the complaint may ask the University Equal Opportunity Officer to disqualify any member of the Hearing Panel. Such requests will be in writing and show sufficient grounds for removal. Furthermore, no panelist shall be expected to serve if he/she feels that a conflict of interest exists. Replacements shall be selected in the same manner as the original panel.~~

~~(c) Orientation Conference~~

~~Within 10 calendar days of receiving notification, or as soon as practical, the Chair shall convene the Hearing Panel for an orientation and discussion of the grievance, and a decision as to whether there exist adequate grounds for a hearing. The University Equal Opportunity Officer shall be present during the orientation conference. Each Hearing Panel member shall be given a copy of the Hearing Guidelines, written complaint, the request for a hearing, and the written response.~~

~~(d) Informal Hearing~~

~~If the Hearing Panel determines that adequate grounds for an informal hearing exists, the Chair shall convene the Hearing Panel for an informal hearing. The parties involved will present a summary of their cases at the informal hearing. No witnesses will be heard.~~

~~At all meetings, each party may be accompanied by an adviser. In the event that a party chooses to be advised by an attorney, he/she may do so at his/her expense. If an adviser is used, the name of the person so assisting must be furnished to the Hearing Panel and the other party 10 calendar days in advance of the pre hearing conference. Advisers may advise their clients at the informal hearing but may not directly address the Hearing Panel.~~

~~If the Hearing Panel decides at its informal hearing that there is no basis for a hearing, it shall recommend in writing to the proper Executive Officer that the matter be dismissed and shall send a copy to the President and the University Equal Opportunity Officer. The Executive Officer shall render his or her decision on the matter in writing to each of the parties involved in the informal proceedings.~~

~~(e) Formal Hearing~~

~~The Hearing Panel shall be convened by the University Equal Opportunity Officer for further orientation prior to the formal hearing. Each Hearing Panel member shall be given a copy of the Hearing Guidelines.~~

~~After the orientation conference, if a party wishes to have an adviser present at any stage of the hearing he/she must notify the Hearing Panel Chair and other party(ies) that an adviser has been retained at least 10 calendar days in advance of the scheduled hearing. Advisers may advise their clients at the hearing but may not directly address the Hearing Panel or witnesses, except as required for student disciplinary hearings leading to suspension or expulsion.~~

~~Upon request University Legal Counsel may serve as an adviser to the Hearing Panel. In the event that the Hearing Panel determines the need for a formal hearing, the Chair will convene the Hearing Panel and the parties for a formal hearing. The Hearing Panel procedures shall be established with reference to the Hearing Guidelines and shall provide that the parties may present all the evidence that they consider germane to the determination.~~

~~Further, the parties may call witnesses to testify and may cross-examine witnesses called by the other party. The hearing shall be closed unless all principals in the case agree to an open hearing. Audio tape recordings of the proceedings shall be arranged by the Chair and paid for by the University. Transcripts may be charged to the requesting party. In cases of alleged sexual assault on students, the accuser and the accused are entitled to the same opportunities to have others present during a campus disciplinary proceeding and both shall be informed of the outcome.~~

~~The Chair shall notify the parties of the date, time and location of the formal hearing. Parties are responsible for giving such notice to their witnesses. The hearing shall be scheduled to reasonably ensure that the complainant, respondent, and essential witnesses are able to participate.~~

~~In the event the matter is resolved to the satisfaction of all parties prior to completion of the formal hearing, a written statement shall indicate the agreement recommended by the parties and shall be signed and dated by each party and by the Chair. The recommendation will be referred to the appropriate Executive Officer for final determination.~~

~~(f) Hearing Panel's Findings and Recommendations~~

~~In the event that no solution satisfactory to the parties is reached prior to the completion of the hearing, the Hearing Panel shall make its findings and recommendations known to the proper Executive Officer, with copies to the President and the University Equal Opportunity Officer. The Hearing Panel's report, with its findings and recommendations, shall be prepared and properly transmitted within seven calendar days after conclusion of the hearing.~~

~~(g) Executive Officer's Decision~~

~~Within 15 calendar days of receipt of the Hearing Panel's findings and recommendations, the proper executive officer shall inform the complainant and the respondent of the findings of the Hearing Panel and the Executive Officer's decision. A copy of the Executive Officer's decision shall be transmitted to the Chair of the Hearing Panel, with copies to the President and the University Equal Opportunity Officer. In the event the allegations are not substantiated, reasonable steps in consultation with the accused may be taken to restore that person's reputation.~~

~~Appeal to the President~~

~~The Executive Officer's decision may be appealed to the President within 15 calendar days of being notified of the Executive Officer's decision. If the President does not act to change the decision of the Executive Officer within 15 calendar days of receiving the appeal, the~~

~~decision of the Executive Officer shall become final under the executive authority of the President.~~

~~To contact the University Office of Equal Opportunity:~~

| | |
|--|---------------------------------|
| Health Sciences Center Campus | Norman Campus |
| Room 113, Service Center Building | Room 102, Evans Hall |
| 271 2110 | 325 3546 |

~~(Regents, 9-27-95, 1-14-97, 1-26-99)~~

4.22 Nondiscrimination Policy and Grievance Procedure

This policy, in its entirety, is contained in Appendix J

The University in compliance with all applicable federal and state laws and regulations does not discriminate on the basis of race, color, national origin, sex, sexual orientation, genetic information, age (40 or older), religion, disability, political beliefs, or veteran status in any of its policies, practices, or procedures. This includes but is not limited to admissions, employment, housing, financial aid, and educational services. Please refer to the University's Equal Opportunity Office's policies and procedures for a more detailed explanation and complaint procedure (Appendix J). Or, contact the Equal Opportunity Office on the Health Sciences Center campus directly at: 405-271-2110, Room 113, Service Center Building.

~~4.22 DISCRIMINATION POLICY~~

~~The University has a policy of internal adjudication in matters relating to alleged discrimination. Any faculty member, staff member, or student, including without restriction, those on temporary or part-time status, who believes that he or she has been discriminated or retaliated against should file a complaint under the Grievance Procedure for Equal Opportunity.~~

~~Any attempt to penalize or retaliate against a person for filing a complaint or participating in the investigation of a complaint of discrimination and/or harassment will be treated as a separate and distinct violation of this policy.~~

~~(Regents, 7-22-81, 9-17-81, 9-9-82, 9-27-95, 1-14-97, 1-27-04)~~

4.23 OFFICE OF EQUAL OPPORTUNITY

The University of Oklahoma Health Sciences Center is committed to a policy of non-discrimination in the admission and education of students. The Office of Equal Opportunity monitors policies, procedures, and programs to ensure they are developed and carried out in a manner which does not unlawfully discriminate on the basis of race, color, national origin, sex, sexual orientation, genetic information, age (40 or older), religion, disability, political beliefs, or status as a veteran. Among areas monitored are student admission and retention, financial aid policies, and the provision of support services. The Office of Equal Opportunity is located in the Service Center Building, Room 113.

5.1 EQUAL OPPORTUNITY POLICY

This ~~institution~~ University in compliance with all applicable federal and state laws and regulations does not discriminate on the basis of race, color, national origin, sex, sexual orientation, genetic information, age (40 or older), religion, disability, political beliefs, or status as a veteran in any of its policies, practices, or procedures. This includes but is not limited to admissions, employment, housing, financial aid, and educational services.

5.2 UNIVERSITY'S STATEMENT OF COMMITMENT TO AFFIRMATIVE ACTION

The University of Oklahoma, recognizing its obligation to guarantee equal opportunity to all persons in all segments of University life, reaffirms its commitment to the continuation and expansion of positive programs which reinforce and strengthen its affirmative action policies. This commitment stems not only from compliance with federal and state equal opportunity laws but from a desire to ensure social justice and promote campus diversity. The University will continue its policy of fair and equal employment practices for all employees and job applicants without insidious discrimination on the basis of race, color, national origin, sex, sexual orientation, genetic information, age, religion, political beliefs, disability or status as a veteran. The University will maintain a critical and continuing evaluation of its employment policies, programs and practices. Each budget unit bears a responsibility for constructive implementation of this Plan, and whenever possible, to the overall progress toward employment opportunity and participation in all University programs and activities. Our commitment to the concept of affirmative action requires sincere and cooperative efforts throughout all levels of our employment structure. We will continue to strive to reach the goals of fair and equal employment opportunities for all.

~~5.2 SEXUAL HARASSMENT, SEXUAL ASSAULT, AND CONSENSUAL SEXUAL RELATIONSHIPS POLICIES~~

5.3 SEXUAL ASSAULT, DISCRIMINATION AND HARASSMENT POLICY AND CONSENSUAL SEXUAL RELATIONSHIPS POLICY

These policies, in their entirety, and the associated complaint and grievance procedures are contained in Appendices H, I and J. ~~The grievance procedures and hearing procedures for these policies can be found in Section 3-22.2~~

17. APPENDIX H

POLICY BELOW, TO BE REPLACED, IN ITS ENTIRETY, BY THE NEW POLICY : "SEXUAL ASSAULT, DISCRIMINATION, AND HARASSMENT POLICY"

~~SEXUAL HARASSMENT/SEXUAL ASSAULT POLICY~~

~~17.1 STATEMENT~~

~~The University explicitly condemns sexual harassment of students, staff, and faculty. Sexual harassment is unlawful and will subject those who engage in it to University sanctions as well as civil and criminal penalties.~~

~~When criminal action is pursued in addition to an administrative grievance under this policy, the University Office of Equal Opportunity may coordinate its investigative actions with the University or local law enforcement authorities to ensure that criminal prosecution is not jeopardized. The University Equal Opportunity Officer may defer administrative action at the request of University or local law enforcement authorities pending completion of the criminal investigation. Where review by the University Equal Opportunity Officer or other University executive officer determines that immediate administrative action~~

is necessary for the safety, health, and well being of the University community, such action may be taken in advance of resolution of criminal charges.

Since some members of the University community hold positions of authority that may involve the legitimate exercise of power over others, it is their responsibility to be sensitive to that power. Faculty, and supervisors in particular, in their relationships with students and subordinates, need to be aware of potential conflicts of interest and the possible compromise of their evaluative capacity. Because there is an inherent power difference in these relationships, the potential exists for the less powerful person to perceive a coercive element in suggestions regarding activities outside those appropriate to the professional relationship. It is the responsibility of faculty and staff to behave in such a manner that their words or actions cannot reasonably be perceived as sexually coercive, abusive, or exploitive. Sexual harassment also can involve relationships among equals as when repeated advances, demeaning verbal behavior, or offensive physical contact interfere with an individual's ability to work or study productively.

The University is committed to providing an environment of study and work free from sexual harassment and to ensuring the accessibility of appropriate grievance procedures for addressing all complaints regarding sexual harassment. The University reserves the right, however, to deal administratively with sexual harassment issues whenever becoming aware of their existence. Records of all complaints, except for hearings before the Faculty Appeals Board, shall be transmitted to and maintained by the University Equal Opportunity Officer as confidential records.

The University encourages victims to report instances of sexual assault or other sex offenses, forcible or nonforcible. In addition to internal grievance procedures, victims are encouraged to file complaints or reports with Campus Police or local law enforcement agencies **by telephoning 911** as soon as possible after the offense occurs in order to preserve evidence necessary to the proof of criminal offenses. The Campus Police Department is available to assist victims in filing reports with other area law enforcement agencies.

17.2 DEFINITION OF SEXUAL HARASSMENT

Sexual harassment shall be defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature in the following context:

1. when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic standing, or
2. when submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting such individual, or
3. when such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive working or academic environment.

17.2.1 Examples of Prohibited Conduct

Conduct prohibited by this policy may include, but is not limited to:

- Unwelcome sexual flirtation; advances or propositions for sexual activity.
- Continued or repeated verbal abuse of a sexual nature, such as suggestive comments and sexually explicit jokes.

- ~~Sexually degrading language to describe an individual.~~
- ~~Remarks of a sexual nature to describe a person's body or clothing.~~
- ~~Display of sexually demeaning objects or pictures.~~
- ~~Offensive physical contact, such as unwelcome touching, pinching, brushing against the body.~~
- ~~Coerced sexual intercourse.~~
- ~~Sexual assault.~~
- ~~Rape, date or acquaintance rape, or other sex offenses, forcible or nonforcible.~~
- ~~Actions indicating that benefits will be gained or lost based on response to sexual advances.~~

~~17.2.2 Retaliation~~

~~Any attempt to penalize or retaliate against a person for filing a complaint or participating in the investigation of a complaint of sexual harassment will be treated as a separate and distinct violation of this policy.~~

~~17.2.3 Sanctions~~

~~Appropriate disciplinary action may include a range of actions up to and including dismissal and/or expulsion.~~

~~17.3 COMPLAINT PROCEDURE~~

~~Complaints alleging a violation of the Sexual Harassment/Sexual Assault Policy shall be handled in accordance with the Grievance Procedure for Equal Opportunity.~~

~~To contact the University Office of Equal Opportunity:~~

| | |
|---------------------------------|--|
| Norman Campus | Health Sciences Center Campus |
| Room 102, Evans Hall | Room 113, Service Center Building |
| 325 3546 | 271 2110 |

~~(Regents, 6-18-81, 9-17-81, 10-13-83, 6-14-90, 6-13-91, 9-27-95, 1-14-97, 1-27-04, 6-23-04)~~

18. APPENDIX I

CONSENSUAL SEXUAL RELATIONSHIPS POLICY

Policy, below, to be replaced, in its entirety, by the new policy: “Consensual Sexual Relationships Policy”.

~~18.1 RATIONALE~~

~~The University's educational mission is promoted by professionalism in faculty student relationships. Professionalism is fostered by an atmosphere of mutual trust and respect. Actions of faculty members and students that harm this atmosphere undermine professionalism and hinder fulfillment of the University's educational mission. Trust and respect are diminished when those in positions of authority abuse, or appear to abuse, their power. Those who abuse, or appear to abuse, their power in such a context violate their duty to the University community.~~

~~Faculty members exercise power over students, whether in giving them praise or criticism, evaluating them, making recommendations for their further studies or their future employment, or conferring any other benefits on them. Amorous relationships between faculty members and students are wrong when the faculty member has professional responsibility for the student. Such situations greatly increase the chances that the faculty member will abuse his or her power and sexually exploit the student. Voluntary consent by the student in such a relationship is suspect, given the fundamentally asymmetric nature of the relationship. Moreover, other students and faculty may be affected by such unprofessional behavior because it places the faculty member in a position to favor or advance one student's interest at the expense of others and implicitly makes obtaining benefits contingent on amorous or sexual favors. Therefore, the University will view it as unethical if faculty members engage in amorous relations with students enrolled in their classes or subject to their supervision, even when both parties appear to have consented to the relationship.~~

~~As with faculty, staff may also be in a position to exert authority and control over students. Staff, too, must be conscious of the potential for abuse of power inherent in their relationships with students. Students rely on staff for assistance and guidance in dealing with issues such as scheduling of classes, financial aid, tutoring, housing, meals, employment, educational programs, social activities, and many other aspects of University life. Those who deal with students are expected to provide them with support and positive reinforcement. Staff who would deal with students in a sexual manner abuse, or appear to abuse, their power and violate their duty to the University community.~~

~~18.2~~ — **DEFINITIONS**

~~As used in this policy, the terms "faculty" and "faculty member" mean all those who teach at the University, and include graduate students with teaching responsibilities and other instructional personnel. The terms "staff" or "staff members" mean all employees who are not faculty, and include academic and non-academic administrators as well as supervisory personnel. The term "consensual sexual relationship" may include amorous or romantic relationships, and is intended to indicate conduct which goes beyond what a person of ordinary sensibilities would believe to be a collegial or professional relationship.~~

~~18.3~~ — **POLICY**

Faculty/Student Relationships

~~1) Within the Instructional Context~~

~~It is considered a serious breach of professional ethics for a member of the faculty to initiate or acquiesce in a sexual relationship with a student who is enrolled in a course being taught by the faculty member or whose academic work (including work as a teaching assistant) is being supervised by the faculty member.~~

~~2) Outside the Instructional Context~~

~~Sexual relationships between faculty members and students occurring outside the instructional context may lead to difficulties. Particularly when the faculty member and student are in the same academic unit or in units that are academically allied, relationships that the parties view as consensual may appear to others to be exploitative. Further, in such situations the faculty member may face serious conflicts of interest and should be careful to distance himself or herself from any decisions that may reward or penalize the student involved. A faculty member who fails to withdraw from participation in activities or decisions that may reward or penalize a student with whom the faculty member has or has had an amorous relationship will be deemed to have violated his or her ethical obligation to the student, to other students, to colleagues, and to the University.~~

~~Staff/Student Relationships~~

~~Consensual sexual relationships between staff and students are prohibited in cases where the staff member has authority or control over the student. A staff member who fails to withdraw from participation in activities or decisions that may reward or penalize a student with whom the staff member has or has had an amorous relationship will be deemed to have violated his or her ethical obligation to the student, to other students, to colleagues, and to the University.~~

~~**18.4 COMPLAINT PROCEDURE**~~

~~Complaints alleging a violation of the Consensual Sexual Relationships Policy shall be handled in accordance with the Grievance Procedure for Equal Opportunity.~~

~~To contact the University Office of Equal Opportunity:~~

| | |
|---------------------------------|--|
| Norman Campus | Health Sciences Center Campus |
| Room 102, Evans Hall | Room 113, Service Center Building |
| 325-3546 | 271-2110 |

~~(Regents, 6-14-90, 6-13-91, 9-27-95, 1-14-97, 1-27-04, 6-23-04)~~

19. APPENDIX J

NONDISCRIMINATION POLICY

Policy, below, to be replaced, in its entirety, by new policy and procedures: “ Non-Discrimination Policy and Investigative Process for Internal Complaints Under the Nondiscrimination Policy

RACIAL AND ETHNIC HARASSMENT POLICY

~~**19.1 INTRODUCTION**~~

~~Diversity is one of the strengths of our society as well as one of the hallmarks of a great university. The University supports diversity and therefore is committed to maintaining employment and educational settings which are multicultural, multiethnic, and multiracial. Respecting cultural differences and promoting dignity among all members of the University community are responsibilities each of us must share.~~

Racial and ethnic harassment is a growing concern across American college campuses. It has taken various forms, from criminal acts (assault and battery, vandalism, destruction of property) to anonymous, malicious intimidation, most often directed toward persons whose race or ethnicity is readily identifiable. In employment, racial/ethnic harassment is race discrimination which interferes with an employee's ability to perform his or her duties or creates a hostile or intimidating work environment, prohibited by law under Title VII of the Civil Rights Act of 1964. In the educational context, racial/ethnic harassment is race discrimination which interferes with the students' opportunities to enjoy the educational program offered by the University, prohibited by law under Title VI of the Civil Rights Act of 1964.

19.2 — POLICY STATEMENT

Principles of academic freedom and freedom of expression require tolerance of the expression of ideas and opinions which may be offensive to some, and the University respects and upholds these principles. The University also adheres to the laws prohibiting discrimination in employment and education. The University recognizes that conduct which constitutes racial/ethnic harassment in employment or educational programs and activities shall be prohibited and is subject to remedial or corrective action as set forth in this policy. This policy is premised on the University's obligation to provide an environment free from unlawful discrimination. The University will vigorously exercise its authority to protect employees and students from harassment by agents or employees of the University, students, visitors, or guests.

1. Agents or employees of the University, acting within the scope of their official duties, shall not treat an individual differently on the basis of race or ethnicity in the context of an employment or educational program or activity without a legitimate nondiscriminatory reason, and,
2. The University shall not subject an individual to different treatment on the basis of race or ethnicity by effectively causing, encouraging, accepting, tolerating, or failing to correct a racially or ethnically hostile environment of which it has notice.

19.3 — CORRECTIVE ACTIONS

Violations of this policy shall result in corrective action(s) designed to reestablish an employment or educational environment which is conducive to work or learning. Corrective actions will include disciplinary action directed by the executive officer having responsibility for the offender, where appropriate. Corrective actions will be tailored to redress the specific problem and may range from apologies, mandatory attendance at specific training programs, reprimands, suspension, or demotion to expulsion or termination. Corrective actions shall be based upon the facts and circumstances of each case and shall be in accordance with the terms and guidelines of the applicable campus grievance procedures.

Violations of this policy by students will be considered as violations of the Student Code and will subject student offenders to the corrective action(s) provided by the Code.

19.4 — ADMINISTRATIVE ACTION

1. The University recognizes its obligation to address incidents of racial/ethnic harassment on campus when it becomes aware of their existence, even if no complaints are filed; therefore, in such circumstances, the University reserves the right to take appropriate action unilaterally under this policy.

2. ~~With respect to students, the University Vice President for Student Affairs and Dean of Students or other appropriate persons in authority may take immediate administrative or disciplinary action which is deemed necessary for the welfare or safety of the University community. Any student so affected must be granted due process including a proper hearing. Any hearing involving disciplinary suspension or expulsion shall be conducted by a campus disciplinary council in accordance with the applicable student handbook. Students who receive lesser administrative or disciplinary action may request a review of the action by the University Vice President for Student Affairs and Dean of Students. Such requests must be in writing and filed within seven calendar days following summary action. The University Vice President for Student Affairs and Dean of Students will issue a written determination to the student within three working days following the date the request is received.~~

3. ~~With respect to employees, upon a determination at any stage in the investigation or grievance procedure that the continued performance of either party's regular duties or University responsibilities would be inappropriate, the proper executive officer may suspend or reassign said duties or responsibilities or place the individual on leave of absence, with or without pay, pending the completion of the investigation or grievance procedure.~~

~~19.5~~ — RETALIATION

~~Threats or other forms of intimidation or retaliation against complaining witnesses, other witnesses, any reviewing officer, or any review panel shall constitute a separate violation of this policy which may be subject to direct administrative action.~~

~~19.6~~ — COMPLAINT PROCESS

~~The complaint procedures delineated herein applies to all students, faculty, staff, guests, or visitors. Complaints alleging violation of the racial and ethnic harassment policy will be reviewed and investigated by the appropriate University office. Complaints may be resolved informally or may proceed through the applicable formal complaint proceedings. Complaints may be filed in the following manner:~~

1. ~~Complaints against students or student organizations, faculty or staff, or contractors working on University premises shall be filed with the University Office of Equal Opportunity for review and investigation. The University Equal Opportunity Officer, or his or her designee, may assist in the informal resolution of the complaint or in processing a complaint through the applicable campus procedures.~~

2. ~~Complaints against visitors or guests should be directed to the Campus Police Department on the campus where the incident occurred. The Campus Police will forward informational copies of all reports and inquiries dealing with discrimination, harassment, or hate crimes to the Office of Equal Opportunity.~~

~~19.7~~ — RESPONSIBLE OFFICIAL

~~The University Equal Opportunity Officer is charged with the responsibility for administering this policy. The Office of Equal Opportunity will serve as a repository for all records of complaints, investigative reports, and remedies/corrective actions in connection with this policy. The University Equal Opportunity Officer is the overall coordinator of all University activities dealing with discrimination in employment or education.~~

To contact the University Equal Opportunity Office:

| | |
|-----------------------------|--|
| Norman Campus | Health Sciences Center Campus |
| Room 102, Evans Hall | Room 113, Service Center Building |
| 325-3546 | 271-2110 |

————— (Regents, 12-19-90, 6-13-91, 7-27-95, 1-14-97, 1-26-99, 3-29-00, 1-27-04, 6-23-04)

3.2 — OFFICE OF EQUAL OPPORTUNITY POLICIES

3.2.1—EQUAL OPPORTUNITY POLICY

~~Theis~~ University in compliance with all applicable federal and state laws and regulations does not discriminate on the basis of race, color, national origin, sex, sexual orientation, genetic information, age (40 or older), religion, disability, political beliefs, or status as a veteran in any of its policies, practices, or procedures. This includes but is not limited to admissions, employment, housing, financial aid, and educational services.

(RM, 3-24-70, pp. 10238-39; amended, 4-8-76, pp. 13890-91; revised, 7-12-77, p. 14537; amended, 12-10-81, pp. 16769-70; 1-27-93, p. 23220; 1-27-2004, p. 28924)

3.2.2—AFFIRMATIVE ACTION PLAN

The Affirmative Action Plan serves to supplement the Board of Regents' policy on equal opportunity as it pertains to employment and is an integral part of the employment policies of the University. The Plan is revised ~~once~~ each year to address the current requirements for affirmative action in employment. The principal objectives are:

- 1) To assure all persons equal opportunity for employment and advancement in employment regardless of race, color, national origin, sex, sexual orientation, genetic information, religion, age, disability, political beliefs, or status as a veteran.
- 2) To meet institutional responsibilities under the Civil Rights Act of 1964 and commitments as a federal contractor under Executive Order 11246 and Executive Order 11375.
- 3) To take positive actions in the recruitment, placement, development, and advancement of women and racial minority members in University employment.

Each person having administrative or supervisory responsibilities is expected to provide leadership in applying the Affirmative Action Plan.

Coordination of the application of the Affirmative Action Plan is the responsibility of the Senior Vice President and Provosts for academic employment and the Vice Presidents for Administrative Affairs for nonacademic employment. These officials are designated Equal Employment Opportunity Officers for their respective areas of responsibility.

(RM, 3-18-76, edited; 3-29-00, p. 26909)

3.2.3—STAFFING PLAN PROCEDURE AND AFFIRMATIVE ACTION PLAN

The University's staffing procedure and Affirmative Action Plan are designed jointly to (1) assure maximum utilization of available human resources, and (2) reaffirm the University's policy that all appointments, promotions, and transfers will be conducted on the basis of individual qualifications and merit without regard to race, color, national origin, sex, sexual orientation, genetic information, age, religion, disability, political beliefs, or status as a veteran.

The plan includes four broad categories, and the criteria for membership in categories II through IV are outlined in the Staff Handbook.

I. EXECUTIVE

EXECUTIVE OFFICERS

Executive Officers of the University shall include the President, Vice President for Executive Affairs, Senior Vice President and Provosts, Vice Presidents, Executive Secretary of the Board of Regents and Secretary of the University, and such other positions as the President may designate from time to time.

II. ADMINISTRATIVE

ADMINISTRATIVE OFFICERS

ADMINISTRATIVE STAFF

MANAGERIAL STAFF

III. PROFESSIONAL

PROFESSIONAL STAFF

IV. NON EXEMPT & SUPERVISORY

(RM, 6-13-74, pp. 13001-04, edited; 3-29-00, p. 26909; 1-27-2004, 28924; 6-23-04, p. 29151)

3.2.4 — ~~RACIAL AND ETHNIC HARASSMENT POLICY~~ NONDISCRIMINATION POLICY

I. INTRODUCTION

Diversity is one of the strengths of our society as well as one of the hallmarks of a great university. The University supports diversity and ~~therefore~~ is committed to maintaining employment and educational settings ~~which that~~ are multicultural, multiethnic, and multiracial. Respecting ~~cultural differences and promoting dignity among all members of the University community are responsibilities each of us must share~~ is one of the University's missions.

~~Racial and ethnic harassment is a growing concern across American college campuses. It has taken various forms, from criminal acts (assault and battery, vandalism, destruction of property) to anonymous, malicious intimidation, most often directed toward persons whose race and ethnicity is readily identifiable. In employment, racial/ethnic harassment is race discrimination which interferes with an employee's ability to perform his or her duties or creates a hostile or intimidating work environment, prohibited by law under Title VII of the Civil Rights Act of 1964. In the educational context, racial/ethnic harassment is race discrimination which interferes with the students' opportunities to enjoy the educational program offered by the University, prohibited by law under Title VI of the Civil Rights Act of 1964.~~

The University does not discriminate or permit discrimination by any member of its community against any individual based on race, color, religion, political beliefs, national origin, age (40 or older), sex (see the Sexual Assault, Discrimination and Harassment Policy <http://www.ou.edu/home/misc.html>), sexual orientation, genetic information, disability, or veteran status in matters of admissions, employment, financial aid, housing or services in educational programs or activities the University operates.

II. POLICY STATEMENT

Principles of academic freedom and freedom of expression require tolerance of the expression of ideas and opinions ~~that which~~ may be offensive to some, and the University respects and upholds these principles. The University also adheres to the laws prohibiting discrimination in employment and education. The University recognizes that conduct ~~which constitutes racial/ethnic harassment~~ unlawful discrimination in employment or educational programs and activities shall be prohibited and is subject to remedial or corrective action as set forth in this policy. This policy is premised on the University's obligation to provide an environment free from unlawful discrimination. The University will vigorously exercise its authority to protect employees and students from harassment by agents or employees of the University, students, visitors, or guests.

Agents or employees of the University, acting within the scope of their official duties, shall not treat an individual differently on the basis of race, color, religion, political beliefs, national origin, age (40 or older), sex, sexual orientation, genetic information or veteran status ~~or ethnicity~~ in the context of an employment or educational program or activity without a legitimate nondiscriminatory reason, and,

The University shall not subject an individual to different treatment on the basis of race, color, religion, political beliefs, national origin, age (40 or older), sex, sexual orientation, genetic information or veteran status ~~or ethnicity~~ by effectively causing, encouraging, accepting, tolerating, or failing to correct a ~~racially or ethnically~~ hostile environment of which it has notice.

~~The full text of the Racial & Ethnic Harassment Policy is included in the Faculty, Staff and Student handbooks of the Norman and Health Sciences Center campuses.~~

~~The text below will appear in Handbooks as noted above:~~

~~The full text of the Nondiscrimination Policy may be found online at: <http://www.ou.edu/home/eoo.html>. Hard copies may be requested through the Equal Opportunity Office: (405) 325-3546.~~

III. CORRECTIVE ACTIONS

Violations of this policy shall result in corrective action(s) designed to reestablish an employment or educational environment ~~which is~~ conducive to work or learning. Corrective actions will include disciplinary action directed by the executive officer having responsibility for the offender, where appropriate. Corrective actions will be tailored to redress the specific problem and may range from apologies, mandatory attendance at specific training programs, reprimands, suspension, or demotion to expulsion or termination. Corrective actions shall be based upon the facts and circumstances of each case and shall be in accordance with the terms and guidelines of the applicable campus grievance procedures.

Violations of this policy by students will be considered as violations of the Student Rights and Responsibilities Code and will subject student offenders to the corrective action(s) provided by the Code.

IV. ADMINISTRATIVE ACTION

- A. The University recognizes its obligation to address incidents of ~~racial/ethnic~~ discrimination and harassment on campus when it becomes aware of their existence, even if no complaints are filed; therefore, ~~in such circumstances,~~ the University reserves the right to take appropriate action unilaterally under this ~~policy~~ procedure.
- B. With respect to students, the University Vice President for Student Affairs and Dean of Students or other appropriate persons in authority may take immediate administrative or disciplinary action ~~which is deemed necessary for the welfare or safety of the University community. Any student so affected must be granted due process including a proper hearing. Any hearing involving disciplinary suspension or expulsion shall be conducted by a campus disciplinary council in accordance with the applicable student handbook. Students who receive lesser administrative or disciplinary action may request a review of the action by the University Vice President for Student Affairs and Dean of Students. Such requests must be in writing and filed within seven calendar days following summary action. The University Vice President for Student Affairs and Dean of Students will issue a written determination to the student within three working days following the date the request is received.~~
- C. With respect to employees, upon a determination at any stage in the investigation or grievance procedure that the continued performance of either party's regular duties or University responsibilities would be inappropriate, the proper executive officer may suspend or reassign these said duties or responsibilities or place the individual on a leave of absence, ~~with or without pay,~~ pending the completion of the investigation or grievance procedure.

V. ~~RETALIATION~~

~~Threats or other forms of intimidation or retaliation against complaining witnesses, other witnesses, any reviewing officer, or any review panel shall constitute a separate violation of this policy which may be subject to direct administrative action.~~

VI. ~~COMPLAINT PROCESS~~

~~The complaint procedures delineated herein apply to all students, faculty, staff, guests, or visitors. Complaints alleging violation of the racial and ethnic harassment policy will be reviewed and investigated by the appropriate University office. Complaints may be resolved informally or may proceed through the applicable formal complaint proceedings. Complaints may be filed in the following manner:~~

- ~~1) Complaints against students or student organizations, faculty or staff, or contractors working on University premises shall be filed with the University Office of Equal Opportunity for review and investigation. The University Equal Opportunity Officer, or his or her designee, may assist in the informal resolution of the complaint or in processing a complaint through the applicable campus procedures.~~
- ~~2) Complaints against visitors or guests should be directed to the Campus Police Department on the campus where the incident occurred. The Campus Police will forward informational copies of all reports and inquiries dealing with discrimination, harassment, or hate crimes to the Office of Equal Opportunity.~~

VII. RESPONSIBLE OFFICIAL

The University Equal Opportunity Officer is charged with the responsibility for administering this policy. The Office of Equal Opportunity will serve as a repository for all records of complaints, investigative reports, and remedies/corrective actions in connection with this policy. The University Equal Opportunity Officer is the overall coordinator of all University activities dealing with discrimination in employment or education.

To contact the University Equal Opportunity Office:

Norman Campus ~~and Norman Campus~~
~~based Programs~~
Room 102, Evans Hall
(405)-325-3546

Health Sciences Center Campus ~~and Health Sciences~~
~~Center based Programs~~
Room 113, Service Center Building
(405)-271-2110

(RM 12-19-90, p. 22121; 6-13-91, p. 22467; 7-27-95, p. 24622; 1-14-97, p. 25263; 1-26-99, p. 26226; 3-29-00, p. 26909; 1-27-2004, p. 28924; 6-23-04, p. 29151)

3.2.5—~~SEXUAL HARASSMENT/SEXUAL ASSAULT POLICY~~ SEXUAL ASSAULT, DISCRIMINATION AND HARASSMENT POLICY

I. STATEMENT

~~The University explicitly condemns sexual harassment of students, staff, and faculty. Sexual harassment is unlawful and will subject those who engage in it to University sanctions as well as civil and criminal penalties.~~

~~When criminal action is pursued in addition to an administrative grievance under this policy, the University Office of Equal Opportunity may coordinate its investigative actions with the University or local law enforcement authorities to ensure that criminal prosecution is not jeopardized. The University Equal Opportunity Officer may defer administrative action at the request of University or local law enforcement authorities pending completion of the criminal investigation. Where review by the University Equal Opportunity Officer or other University executive officer determines that immediate administrative action is necessary for the safety, health, and well being of the University community, such action may be taken in advance of resolution of criminal charges.~~

~~Since some members of the University community hold positions of authority that may involve the legitimate exercise of power over others, it is their responsibility to be sensitive to that power. Faculty, and supervisors in particular, in their relationships with students and subordinates, need to be aware of potential conflicts of interest and the possible compromise of their evaluative capacity. Because there is an inherent power difference in these relationships, the potential exists for the less powerful person to perceive a coercive element in suggestions regarding activities outside those appropriate to the professional relationship. It is the responsibility of faculty and staff to behave in such a manner that their words or actions cannot reasonably be perceived as sexually coercive, abusive, or exploitive. Sexual harassment also can involve relationships among equals as when repeated advances, demeaning verbal behavior, or offensive physical contact interfere with an individual's ability to work or study productively.~~

~~The University is committed to providing an environment of study and work free from sexual harassment and to ensuring the accessibility of appropriate grievance procedures for addressing all~~

~~complaints regarding sexual harassment. The University reserves the right, however, to deal administratively with sexual harassment issues whenever becoming aware of their existence. Records of all complaints, except for hearings before the Faculty Appeals Board, shall be transmitted to and maintained by the University Equal Opportunity Officer as confidential records.~~

~~The University encourages victims to report instances of sexual assault or other sex offenses, forcible or nonforcible. In addition to internal grievance procedures, victims are encouraged to file complaints or reports with Campus Police or local law enforcement agencies by telephoning 911 as soon as possible after the offense occurs in order to preserve evidence necessary to the proof of criminal offenses. The Campus Police Department is available to assist victims in filing reports with other area law enforcement agencies.~~

~~The full text of the Sexual Harassment/Sexual Assault policy is included in the Faculty, Staff and Student handbooks of the Norman and Health Sciences Center campuses.~~

~~———— The text below will appear in Handbooks as noted above:~~

The University is committed to creating and maintaining a community where all persons who participate in University programs and activities can work and learn to gather in an atmosphere free from all forms of harassment, exploitation, or intimidation. The University condemns discrimination based on sex, sexual assault, discrimination, or harassment. Any such activity committed by a member of the University community may subject the individual to University sanctions as well as civil and criminal penalties. This policy covers unwelcome conduct of a sexual nature. The full Sexual Assault, Discrimination and Harassment Policy and the associated complaint and grievance procedures are located online at:

<http://www.ou.edu/home/misc.html>

Hard copies may be obtained from the Sexual Misconduct Office and/or the Equal Opportunity Office: (405) 325-3546.

II. DEFINITION OF SEXUAL ~~HARASSMENT MISCONDUCT, INCLUDING SEXUAL ASSAULT, DISCRIMINATION AND HARASSMENT~~

~~Sexual harassments shall be defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature in the following context:~~

- ~~1) when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic standing, or~~
- ~~2) when submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting such individual, or~~
- ~~3) when such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive working or academic environment.~~

Sexual Misconduct offenses include, but are not limited to, sexual harassment/discrimination, non-consensual sexual intercourse (or attempts to commit same), non-consensual sexual contact (or attempts to commit same), sexual coercion, and sexual exploitation.

A. **Sex Discrimination** includes sexual harassment and is defined as conduct directed at a specific individual or a group of identifiable individuals that subjects the individual or group to treatment that adversely affects their employment or education on account of sex.

B. **Sexual Harassment:** Sexual harassment is a form of sex discrimination. Sexual harassment is unwelcome and discriminatory speech or conduct undertaken because of an individual's gender that is so severe, pervasive and objectively offensive that it has the systematic effect of unreasonably interfering with or depriving someone of educational, institutional, or employment access, benefits, activities, or opportunities.

1. Hostile Environment Sexual Harassment includes conduct that is sufficiently severe, pervasive and objectively offensive that it alters the conditions of education or employment or institutional benefits of a reasonable person with the same characteristics of the victim of the harassing conduct. Whether conduct is harassing is based upon examining a totality of circumstances, including but not limited to:

- a. the frequency of the conduct;
- b. the nature and severity of the conduct;
- c. whether the conduct was physically threatening;
- d. whether the conduct was deliberate, repeated humiliation based upon sex;
- e. the effect of the conduct on the alleged victim's mental or emotional state from the perspective of a reasonable person;
- f. whether the conduct was directed at more than one person;
- g. whether the conduct arose in the context of other discriminatory conduct;
- h. continued or repeated verbal abuse of a sexual nature, such as gratuitous suggestive comments and sexually explicit jokes; or
- i. whether the speech or conduct deserves constitutional protections.

2. Quid Pro Quo Sexual Harassment exists when individuals in positions of authority over the complainant:

- a. make unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature; and
- b. indicate, explicitly or implicitly, that failure to submit to or the rejection of such conduct will result in adverse educational or employment action or where participation in an educational program or institutional activity or benefit is conditioned upon the complainant's submission to such activity.

C. **Retaliation** is any attempt to penalize or take an adverse employment, educational or institutional benefit action, including but not limited to making threats, intimidation,

reprisals or other adverse action, against a person because of the person's participation in a complaint or the investigation of discrimination, sexual harassment or sexual misconduct.

D. Sexual Violence means physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent. A number of acts fall into the category of sexual violence, including rape, sexual assault, sexual battery, sexual misconduct and sexual coercion.

1. Non-Consensual Sexual Intercourse is defined as, however slight, any sexual intercourse or penetration of the anal, oral, vaginal, genital opening of the victim, including sexual intercourse or penetration by any part of a person's body or by the use of an object, by one person of another without consent or against the victim's will. This definition includes rape and sexual assault, sexual misconduct, and sexual violence.

2. Non-Consensual Sexual Contact is any intentional touching of the victim's intimate body parts (primarily genital area, groin, inner thigh, buttock or breast), however slight whether clothed or unclothed, with any object or body part, without consent. It also includes the touching of any part of a victim's body using the perpetrator's genitalia and/or forcing the victim to touch the intimate areas of the perpetrator. This definition includes sexual battery and sexual misconduct.

3. Sexual Coercion is the act of using pressure (including physical pressure, verbal pressure or emotional pressure), alcohol, medications, or drugs, or force to have sexual contact against someone's will or with someone who has already refused. This includes rape, sexual assault, sexual exploitation and sexual misconduct.

E. Sexual Exploitation

Sexual exploitation occurs when a person takes non-consensual, unjust or abusive sexual advantage of another for his/her own advantage or benefit, or to benefit or advantage anyone other than the one being exploited, and that behavior may not otherwise constitute one of the other sexual misconduct offenses.

Examples of sexual exploitation include, but are not limited to:

1. non-consensual video or audio-taping of any form of sexual activity;
2. going beyond the boundaries of consent (such as letting a person or people hide in the closet to watch you having consensual sex without your partner's knowledge or consent);
3. engaging in non-consensual voyeurism, such as observing sexual acts or body parts of another from a secret vantage point.

F. Consent

Consent is the act of willingly and verbally agreeing to engage in sexual contact or conduct. Individuals who consent to sex must be able to understand what they are doing. Under this policy, “No” always means “No,” and the absence of “No” may not mean “Yes”.

1. Consent is informed, knowing and voluntary. Consent is active, not passive. Silence, in and of itself, cannot be interpreted as consent. Consent can be given by words or actions, as long as those words or actions create mutually understandable permission regarding the conditions of sexual activity.
2. Consent to one form of sexual activity cannot imply consent to other forms of sexual activity.
3. Previous relationships or consent cannot imply consent to future sexual acts.
4. Consent cannot be procured by use of physical force, compelling threats, intimidating behavior, or coercion. Coercion is unreasonable pressure for sexual activity.
5. In order to give effective consent, one must be of legal age and have the capacity to consent. Incapacity may result from mental disability, intellectual disability, unconsciousness, age, or use of alcohol, drugs, medication, and/or other substances.
6. Use of alcohol, medications, or other drugs will not excuse behavior that violates this policy.

(RM 9-27-95, p. 24621; 1-14-97, p. 25260 and 25263; 1-27-2004, p. 28924; 6-23-04, p. 29151)

III. DUTY TO REPORT SEXUAL HARASSMENT

Any member of the University community may report conduct that could constitute sexual assault, discrimination and harassment under this policy. Additionally, supervisors, managers and other designated employees are responsible for taking all appropriate action to prevent sexual assault, discrimination and harassment, to correct it when it occurs, and to promptly report it to the Sexual Misconduct Officer or other appropriate University official. Failure to do so may result in disciplinary action up to and including termination.

Sexual Misconduct Officer

There shall be appointed a Sexual Misconduct Officer whose main responsibilities shall include investigating violations of the Sexual Assault, Discrimination and Harassment Policy, and such other duties as assigned by the Equal Opportunity Officer. The Sexual Misconduct Officer shall report directly to the Equal Opportunity Officer. The Equal Opportunity Officer likewise has authority for violations of this and all other equal opportunity policies. The Equal Opportunity Officer and/or the Sexual Misconduct Officer shall serve as the University’s Title IX Coordinator with such other associate Title IX coordinators as appropriate.

EXAMPLES OF PROHIBITED CONDUCT

Conduct prohibited by this policy may include, but is not limited to:

- ~~Unwelcome sexual flirtation; advances or propositions for sexual activity.~~
- ~~Continued or repeated verbal abuse of a sexual nature, such as suggestive comments and sexually explicit jokes.~~
- ~~Sexually degrading language to describe an individual.~~
- ~~Remarks of a sexual nature to describe a person's body or clothing.~~
- ~~Display of sexually demeaning objects or pictures.~~
- ~~Offensive physical contact, such as unwelcome touching, pinching, brushing against the body.~~
- ~~Coerced sexual intercourse.~~
- ~~Sexual assault.~~
- ~~Rape, date or acquaintance rape, or other sex offenses, forcible or nonforcible.~~
- ~~Actions indicating that benefits will be gained or lost based on response to sexual advances.~~

RETALIATION

~~Any attempt to penalize or retaliate against a person for filing a complaint or participating in the investigation of a complaint of sexual harassment will be treated as a separate and distinct violation of this policy.~~

3.2.6—RETALIATION

University policy also prohibits retaliation against a person for filing a complaint of discrimination or harassment under the Nondiscrimination Policy and/or the Sexual Assault, Discrimination and Harassment Policy or other applicable federal, state or local laws. This Retaliation Policy also prohibits retaliation against any person who assists someone with a complaint under these laws or policies or who participates in any manner in an investigation or resolution of such a complaint.

3.2.7—COMPLAINT PROCESS

Any individual who at the time of the actions complained of was employed by the University or was an applicant for University employment or was enrolled as a student or an applicant for admission at the University may file a complaint concerning violations of the Nondiscrimination Policy with the Equal Opportunity Officer, and with respect to violations of the Sexual Assault, Discrimination and Harassment Policy with the Sexual Misconduct Officer and/or the Equal Opportunity Officer for review and investigation regarding complaints against University students, faculty, staff or those third parties utilizing University services or third parties on University premises. For the Nondiscrimination Policy, please refer to: <http://www.ou.edu/home/eoo.html> and for the Sexual Assault, Discrimination and Harassment Policy, please refer to: <http://www.ou.edu/home/misc.html>.

Hard copies may be requested through the Equal Opportunity Office: (405)-325-3546 or the Sexual Misconduct Office: (405) 325-3546.

3.2.8—SANCTIONS

Appropriate disciplinary action may include a range of actions up to and including dismissal and/or expulsion.

COMPLAINT PROCEDURE

~~Complaints alleging a violation of the Sexual Harassment/Sexual Assault Policy shall be handled in accordance with the Grievance Procedure For Equal Opportunity. To contact the University Office of Equal Opportunity:~~

| | |
|---------------------------------|--|
| Norman Campus | Health Sciences Center Campus |
| Room 102, Evans Hall | Room 113, Service Center Building |
| 325-3546 | 271-2110 |

~~(RM 9-27-95, p. 24621; 1-14-97, p. 25260 and 25263; 1-27-2004, p. 28924; 6-23-04, p. 29151)~~

~~3.2.6—DISCRIMINATION POLICY (FOR OTHER THAN SEXUAL OR RACIAL/ETHNIC HARASSMENT)~~

~~The University has a policy of internal adjudication in matters relating to alleged discrimination. Any faculty member, staff member, or student, including without restriction, those on temporary or part-time status, who believes that he or she has been discriminated or retaliated against should file a complaint under the Grievance Procedure For Equal Opportunity.~~

~~Any attempt to penalize or retaliate against a person for filing a complaint or participating in the investigation of a complaint of discrimination and/or harassment will be treated as a separate and distinct violation of this policy.~~

~~To contact the University Office of Equal Opportunity:~~

| | |
|---------------------------------|--|
| Norman Campus | Health Sciences Center Campus |
| Room 102, Evans Hall | Room 113, Service Center Building |
| 325-3546 | 271-2110 |

~~(RM, 1-14-97, p. 25263; 1-27-2004, p. 28924)~~

3.2.79—CONSENSUAL SEXUAL RELATIONSHIPS POLICY

I. RATIONALE

Consensual amorous, dating, or sexual relationships have inherent risks when they occur between a faculty member, supervisor, or other member of the University community and any person over whom he or she has a professional responsibility. As noted in the sex discrimination and sexual harassment policy, the risks include a student or subordinate's feeling coerced into an unwanted relationship to ensure they receive a proper educational or employment experience; potential conflicts of interest in which the person is in a position to evaluate the work or make personnel or academic decisions with respect to the individual with whom he or she is romantically involved; a perception by students or employees that a

fellow student or coworker who is involved in a romantic relationship with his or her supervisor or professor will receive an unfair advantage; either or both of the parties engaging in behavior destructive to the other or their academic or working environments if the relationship ends; and the potential that University/state resources are used inappropriately to further the romantic relationship.

Those with professional responsibility over others and with whom they have a romantic relationship should be aware that their involvement may subject them and the University to legal liability; consequently, such relationships are strongly discouraged. “Professional responsibility” is defined as performing functions including but not limited to teaching, counseling, grading, advising, evaluating, hiring, supervising, and making decisions or recommendations that confer benefits such as promotions, financial aid awards, or other remuneration, or that may impact upon other academic or employment opportunities.

The University’s educational mission is promoted by professionalism in faculty-student relationships. Professionalism is fostered by an atmosphere of mutual trust and respect. Actions of faculty members and students that harm this atmosphere undermine professionalism and hinder fulfillment of the University’s educational mission. Trust and respect are diminished when those in positions of authority abuse, or appear to abuse, their power. Those who abuse, or appear to abuse, their power in such a context violate their duty to the University community.

Faculty members exercise power over students, whether in giving them praise or criticism, evaluating them, making recommendations for further studies or their future employment, or conferring any other benefits on them. Amorous relationships between faculty members and students are wrong when the faculty member has professional responsibility for the student. Such situations greatly increase the chances that the faculty member will abuse his or her power and sexually exploit the student. Voluntary consent by the student in such a relationship is suspect, given the fundamentally asymmetric nature of the relationship. Moreover, other students and faculty may be affected by such unprofessional behavior because it places the faculty member in a position to favor or advance one student’s interest at the expense of others and implicitly makes obtaining benefits contingent on amorous or sexual favors. Therefore, the University will view it as unethical if faculty members engage in amorous relations with students enrolled in their classes or subject to their supervision, even when both parties appear to have consented to the relationship.

As with faculty, staff may also be in a position to exert authority and control over students. Staff, too, must be conscious of the potential for abuse of power inherent in their relationships with students. Students rely on staff for assistance and guidance in dealing with issues such as scheduling of classes, financial aid, tutoring, housing, meals, employment, educational programs, social activities, and many other aspects of University life. Those who deal with students are expected to provide them with support and positive reinforcement. Staff who would deal with students in a sexual manner abuse, or appear to abuse, their power and violate their duty to the University community.

The full text of the Consensual Sexual Relationships policy is included in the Faculty and Staff handbooks for the Norman and Health Sciences Center campuses.

The text below will be included in Handbooks as noted above:

II. DEFINITIONS

As used in this policy, the terms “faculty” and “faculty member” mean all those who teach at the University, and include graduate students with teaching responsibilities and other instructional personnel. The terms “staff” or “staff members” mean all employees who are not faculty, and include academic and

non-academic administrators as well as supervisory personnel. The term “consensual sexual relationship” may include amorous or romantic relationships, and is intended to indicate conduct which that goes beyond what a person of ordinary sensibilities would believe to be a collegial or professional relationship.

III. POLICY

A. FACULTY/STUDENT RELATIONSHIPS

~~WITHIN THE INSTRUCTIONAL CONTEXT~~ **Within the Instructional Context**

It is considered a serious breach of professional ethics for a member of the faculty to initiate or acquiesce in a sexual relationship with a student who is enrolled in a course being taught by the faculty member or whose academic work (including work as a teaching assistant) is being supervised by the faculty member.

~~OUTSIDE THE INSTRUCTIONAL CONTEXT~~ **Outside the Instructional Context**

Sexual relationships between faculty members and students occurring outside the instructional context may lead to difficulties. Particularly when the faculty member and student are in the same academic unit or in units that are academically allied, relationships that the parties view as consensual may appear to others to be exploitative. Further, in such situations, the faculty member may face serious conflicts of interest and should be careful to distance himself or herself from any decisions that may reward or penalize the student involved. A faculty member who fails to withdraw from participation in activities or decisions that may reward or penalize a student with whom the faculty member has or has had an amorous relationship will be deemed to have violated his or her ethical obligation to the student, to other students, to colleagues, and to the University.

B. ~~STAFF/STUDENT RELATIONSHIPS~~ Staff/student relationships

Consensual sexual relationships between staff and students are prohibited in cases where the staff member has authority or control over the student. A staff member who fails to withdraw from participation in activities or decisions that may reward or penalize a student with whom the staff member has or has had an amorous relationship will be deemed to have violated his or her ethical obligation to the student, to other students, to colleagues, and to the University. Failure to abide by this policy may result in disciplinary action, up to and including termination.

A. Staff/Subordinate Relationships

Supervisors, or those with professional responsibility, over someone with whom they have or have had an amorous, consensual, romantic, or sexual relationship must notify their direct supervisor that a management-control plan needs to be implemented, or that the supervisor wishes a transfer so that he or she is no longer in a position of professional responsibility over the affected individual. To avoid the severe risks noted, supervisors in such relationships may not manage, supervise, evaluate, or make other employment decisions concerning the individual with whom they are engaged in a romantic relationship. If the relationship ends, the management-control plan must remain in effect. Failure to notify a supervisor to ensure a plan is in place may result in disciplinary action, including termination, for that supervisor.

IV. COMPLAINT PROCEDURE

Complaints alleging a violation of the Consensual Sexual Relationships Policy shall be handled in accordance with the Grievance Procedure For Equal Opportunity for Complaints Based upon Sexual Assault, Discrimination and Harassment Policy. Complainants should contact the Sexual Misconduct Officer:

Located:

Norman campus based programs: Health Sciences Center based programs

338 Cate Center Building 4, Rm 480-481 Room 113, Service Center Building

Norman, Oklahoma Oklahoma City, Oklahoma

(405) 325-3546 (405) 271-2110

and/or the Equal Opportunity Office:

To contact the University Office of Equal Opportunity:

Norman Campus based programs
Room 102, Evans Hall
(405) 325-3546

Health Sciences Center Campus based programs
Room 113 , Service Center Building
(405) 271-2110

Other locations may be determined from time to time. Please refer to <http://www.ou.edu/home/misc.html> for an updated listing.

(RM, 9-95, p. 24621; 1-14-97, p. 25260 and 25263; 1-27-2004, p. 28924; 6-23-04, p. 29151)

3.2.10 GRIEVANCE PROCEDURE FOR EQUAL OPPORTUNITY

The investigative process, findings and recommendations and appeals process for claims brought under the Nondiscrimination Policy and/or the Sexual Assault, Discrimination and Harassment Policy are handled through the University Office of Equal Opportunity. For the Nondiscrimination Policy, please refer to: <http://www.ou.edu/home/eoo.html> and for the Sexual Assault, Discrimination and Harassment Policy, please refer to: <http://www.ou.edu/home/misc.html>.

Hard copies may be requested through the Equal Opportunity Office: (405)-325-3546 or the Sexual Misconduct Office: (405) 325-3546.

A. WHAT IS COVERED AND WHO MAY USE PROCEDURE

The grievance procedure embodied herein shall be available to any person who, at the time of the acts complained of, was employed by, was an applicant for employment with, or was enrolled as a student at the University.

The full text of the Grievance Procedure for Equal Opportunity is included in the Faculty, Staff and Student handbooks of the Norman and Health Sciences Center campuses.

The text below will be included in Handbooks as noted above:

~~B. FILING OF COMPLAINT~~

~~This procedure applies to persons who have complaints alleging discrimination based upon race, color, national origin, sex, age, religion, disability, political beliefs, or status as a veteran or complaints alleging sexual harassment, consensual sexual relationships, retaliation, or racial and ethnic harassment (together, “discrimination and harassment or retaliation”). Such persons may file their complaints in writing with the University Equal Opportunity Officer.~~

~~Complainants who exercise their right to use this procedure agree to accept its conditions as outlined. Where multiple issues exist (e.g., sexual harassment and violation of due process or grade appeal), the complainant must specify all of the grounds of the grievance of which the complainant knows or should have reasonably known at the time of filing. A grievance filed under this procedure may normally not be filed under any other University grievance procedure. Depending on the nature of the issues involved, the complainant will be advised by the University Equal Opportunity Officer or his/her designee about the appropriate procedure(s) to utilize.~~

~~C. TIMING OF COMPLAINT~~

~~Any complaint must be filed with the University Equal Opportunity Officer within 180 calendar days of the act of alleged discrimination or harassment, or retaliation. The University Equal Opportunity Officer may reasonably extend all other time periods.~~

~~D. ADMINISTRATIVE ACTION~~

- ~~1) The University recognizes its obligation to address incidents of discrimination, harassment, or retaliation on campus when it becomes aware of their existence. Even if no complaints are filed, the University reserves the right to take appropriate action unilaterally under this procedure.~~
- ~~2) With respect to students, the University Vice President for Student Affairs and Dean of Students or other appropriate persons in authority may take immediate administrative or disciplinary action which is deemed necessary for the welfare or safety of the University community. Any student so affected must be granted appropriate due process. For Norman Campus students, a campus disciplinary council, in accordance with the Student Code, shall conduct any hearing involving disciplinary suspension or expulsion. Lesser administrative or disciplinary action may be appealed to the University Vice President for Student Affairs and Dean of Students. Such requests must be in writing and filed within seven calendar days following the summary action. The University Vice President for Student Affairs and Dean of Students will issue a written determination to the student within three working days following the date the request is received.~~
- ~~3) With respect to employees, upon a determination at any stage in the investigation or grievance procedure that the continued performance of either party’s regular duties or University responsibilities would be inappropriate, the proper executive officer may suspend or reassign said duties or responsibilities or place the individual on leave of absence pending the completion of the investigation or grievance procedure.~~

~~WITHDRAWAL OF COMPLAINT~~

~~The complainant may withdraw the complaint at any point prior to the adjournment of a formal hearing.~~

CONFIDENTIALITY OF PROCEEDINGS AND RECORDS

Investigators and members of the Hearing Panel reviewing the grievance are individually charged to preserve confidentiality with respect to any matter investigated or heard. A breach of the duty to preserve confidentiality is considered a serious offense and will subject the offender to appropriate disciplinary action. Parties and witnesses also are admonished to maintain confidentiality with regard to these proceedings.

All records, involving discrimination, harassment, or retaliation, upon disposition of a complaint, shall be transmitted to and maintained by the University Equal Opportunity Officer as confidential records except to the extent disclosure is required by law.

PROCEEDINGS

INVESTIGATION

Upon receipt of a complaint, the University Equal Opportunity Officer is empowered to investigate the charge, interview the parties and others, and gather pertinent evidence. The investigation should be completed within 60 calendar days of receipt of the complaint, or as soon as practical. If a time period is extended for more than 10 calendar days, the University Equal Opportunity Officer will provide written or oral notice of reason for extension to all parties involved. The investigator shall prepare a record of the investigation.

In arriving at a determination of a policy violation at any stage of the proceedings, the evidence as a whole and the totality of the circumstances and the context in which the alleged incident(s) occurred shall be considered. The determination will be made from the facts on a case-by-case basis.

Upon completion of the investigation, the University Equal Opportunity Officer is authorized to take the following actions:

- a) ~~Satisfactory Resolution~~—Resolve the matter to the satisfaction of the University and both the complainant and the respondent. If a resolution satisfactory to the University and both parties is reached through the efforts of the University Equal Opportunity Officer he or she shall prepare a written statement indicating the resolution. At that time, the investigation and the record thereof shall be closed.
- b) ~~Dismissal~~—Find that no policy violation occurred and dismiss the complaint, giving written notice of said dismissal to each party involved. Within 15 calendar days of the date of the notice of dismissal, the complainant may appeal said dismissal in writing to the University Equal Opportunity Officer by requesting a hearing according to the provisions of this policy. If no appeal is filed within the 15 calendar day period, the case is considered closed.
- e) ~~Determination of Impropriety~~
 - 1) ~~Make a finding of impropriety and notify the parties of the action to be taken. Either party has the right to appeal said determination in writing within 15 calendar days of the date of the notice of determination to the University Equal Opportunity Officer by requesting a hearing according to the provisions of this policy. If no appeal is filed within the 15 calendar day period, the case is considered closed.~~
 - 2) ~~In the case of a complaint against a faculty member, the administrative investigator may determine that the evidence is sufficiently clear and serious so as to warrant the immediate commencement of formal proceedings as~~

~~provided in the Severe Sanctions sections of the Faculty Handbook. If the President concurs with the investigator's finding, the case may be removed at the option of the accused from the grievance proceedings contained herein, and further action in the case shall be governed by the Severe Sanctions section in the Faculty Handbook. Otherwise, this policy and procedure shall apply.~~

(RM 1-14-97, p. 25260; 1-26-99, p. 26226; 1-27-2004, p. 28924; 6-23-04, p. 29151)

3.2.11 REVISIONS OF THE EQUAL OPPORTUNITY POLICIES

Revisions to the Equal Opportunity Policies may be made automatically where necessary to comply with federal, state and local laws or applicable regulations or guidance.

Norman Campus Student Handbook (Virtual, Online)

[This is a sample of the types of information that may be included here. All items will be Web links. Additional information/links may be added and the site continually updated to serve students.]

Items in bold a Regent-approved.]

Academic Integrity Code

Alcohol Policy (Student) and Three Strikes Policy

Disabilities Policies

Disability – General Statement

Full-Time Enrollment Status for Students with Disabilities

Reasonable Accommodation Policy Statement

Equal Opportunity Policy

Facility Use Policy

Hazing – Oklahoma Statute

Make-Up Examinations (Other than Final) Due to

University-Sponsored Activities or Legally Required Activities

Non-Discrimination Policy

Obligation and Collection of Student Fees

Parental Access to Student Academic Records

Policy on Advertising and Promotion

Policy on Prevention of Alcohol Abuse and

Drug Use on Campus and in the Workplace

Sexual Assault, Discrimination and Harassment Policy

Student Rights and Responsibilities Code

Student Rights and Responsibilities Code Procedures

Student Appeals Concerning English Proficiency of Instructors

UOSA Constitution

UOSA Campaign Activities Policy

UOSA General Counsel Responsibilities and Selection

Housing Policies

Residence Hall Discipline and Citations

Freshman Living Policy

Prodigy Student Policy

Community Living Guide

Student Records and Information Policy

Additional Information for Registered Student Organization Information

Alcohol Policy (Student) and Three Strikes Policy

Co-Curricular Involvement Policy

Exclusive University Contracts

Facility Use Policy

Mass Email Policy

Open Social Event Policy

Risk Management Policy and Forms

Student Activities Policy

Student Travel Policy

Tailgating Policy

Temporary Outdoor Signage Policy

15-Passenger Van Policy

How To:

- Register / Online Registration or Update
- Register as a Sports Club
- Reserve Campus Locations and Facilities
- Apply for Funding
- Publicize on Campus
- Plan an Open Social Event or Event with Alcohol
- Set up Financial Accounts
- Set Up an OU Website or Email Address
- Schedule a Workshop or Program
- Plan a Race/Walk/Biathlon, etc. on Campus

Forms

- Trademark Licensing Process and Forms
- Game Day Solicitation Permit Request
- Cleveland County Health Department Request Form

Information for Faculty/Staff Advisers of Registered Student Organizations

- Why serve as a Registered Student Organization Adviser
- Requirements to be an Adviser
- Role and Responsibilities of an Adviser
- Responsibilities of organizations to Advisers
- Frequently Asked Questions

The University of Oklahoma
STUDENT RECORDS AND INFORMATION POLICY

Directory Information:

Student's Classification
Student's Current Name
Campus and Local Address
Campus or Local Telephone Number
Student's Major
Student's College
Student's Permanent Address
Current Enrollment (verify or deny only)
Dates of Attendance
Expected Date of Graduation Based on Course Work Completed to Date
Degree(s) Conferred and Date(s) of Graduation
Interim Class Evaluations by Code Number or Identification Number
University Honors
Student's Participation in Recognized Student Activities and Sports

Upon written request to the Admissions and Records Office, by the student, the above information will be treated as confidential and released only with the student's consent.

All Other Information

All other information not contained in ~~Title 5~~ above will be released only upon written consent of the student. In implementing this policy it is recognized that:

1. Parents and guardians of dependent students have a legitimate interest in the progress of their sons and daughters, and information contained in the student's record may be released to them, consistent with the Family Educational Rights and Privacy Act. Parents and guardians may be notified of any drug or alcohol violation in accordance with the Family Educational Rights and Privacy Act.
2. The information contained in the student's record is his or hers and he or she may by proper authorization allow others to use it.
3. When a student requests that his or her transcript be sent to another educational institution the University shall have the right to supply such other academic information as may be requested by that institution. No information concerning disciplinary action will be released unless such action is currently active at the time of inquiry, or unless specific inquiry is made about disciplinary action.
4. The University is responsible for determining a student's athletic eligibility, and in compliance with appropriate conference rules, must supply certain student information to the Athletic Department, The Big Twelve Conference, and the National Collegiate Athletic Association.
5. Certain college, departmental and administrative officers of the University have a legitimate interest and need for information contained in the student's records and are authorized access to this information on a "need to know" basis.

The University of Oklahoma
CAMPAIGN ACTIVITY POLICY

CAMPAIGN ACTIVITIES

1. Campaign activity for individuals or organizations in conjunction with campus, local, state, or national elections shall be permitted on the campus in public places. However, this action shall not authorize variance with the other provisions of this ~~Code~~ policy.
2. The Office of Student Affairs must be notified of all UOSA campaign activity prior to any campaigning. All other local, state, or national political campaigning or election activity must be registered with the Office of the Vice President for Administration and Finance.
3. Registered student organizations may schedule rooms in University facilities for organized campaign meetings.
- ~~4. Campaigning in University operated or approved Housing:
 - a. Campaigning must be approved by the Director of Housing and Food Services or his or her designee and must be in compliance with current Housing and Food Services policy.
 - b. Lounges may be regulated in a manner prescribed by house and floor vote. If no such procedures are established, campaigners will have free use of the lounge within visitation hours unless a majority of the residents present express their objections.~~
4. Campaigning in University operated or approved Housing must be approved by the Director of Housing and Food Services or his or her designee and must be in compliance with current Housing and Food Services policy.
5. Any student participating in a UOSA conducted election is subject to all UOSA legislation concerning elections, campaign rules and decisions of the UOSA election commissions.

The University of Oklahoma
~~REGISTERED STUDENT ORGANIZATION HANDBOOK~~
STUDENT ACTIVITIES POLICY

STUDENT ACTIVITIES

1. Membership in, association with, and benefits emanating from student organizations and their related activities shall be based upon such considerations as performance, educational achievement, and other criteria related to the goals of the organization and purposes of the activities. Judgments in this regard based solely on an individual's race, color, religion, national origin, age, gender, sexual orientation, disability, veteran status, marital status, or political belief are not judgments based on such considerations. Further, the purpose of the organization must be consistent with public policy as established by prevailing University Community standards. Exceptions to this policy shall be recognized where enforcement would violate the United States Constitution or federal law. See Article I, Section 3 of the Constitution Guidelines for Student Organizations.
2. Membership lists are confidential and solely for the use of registered student organizations, except that names and addresses of current student officers, and a sponsor who is a full-time member of the faculty or staff shall be required.
3. No individual or student organization may use the name of the institution without expressed authorization of the institution. Institution approval or disapproval of any policy may not be stated or implied by any individual, or registered student organizations.
4. Student organizations may be formed for any lawful purpose in accordance with the established regulations, guidelines, and policies of the University.
 - a. All student organizations functioning on the campus are required to register with Student Life. Registration provides for use of designated University facilities and services, and the opportunity to apply for Student Activity Fee funds through UOSA. However, registration does not imply University endorsement of the purposes of the organization.
 - b. The requirements for registration are as follows:
 - .1 Student organizations must register by completing the Student Organization Registration Form.
 - .2 Three (3) copies of the current constitution including a statement of purpose must be submitted along with the signatures of ten (10) current student members and their student ID numbers.
 - .3 Members of registered student organizations must be University of Oklahoma students. Associate member status may be established by the organization to allow for participation by other members of the University community (faculty, staff, spouses).
 - .4 Each organization must have an advisor who is a full-time member of the University faculty or staff.
 - .5 A current listing of the student officers of registered student organizations must be on file with Student Life.
 - c. Student organizations are required to operate in a fiscally responsible manner.
 - .1 The account sponsor and the student officers are responsible for ensuring that the club maintains a positive cash balance.
 - .2 All student organization funds must be deposited in the appropriate account, daily upon receipt, in accordance with state laws.
 - .3 Accounting records should be kept in an organized and orderly manner, so that documents are easily accessible.
 - .4 Organization accounts are subject to audit by the Internal Auditing Department of the University.

- d. Registered student organizations are subject to the provisions of this ~~code~~policy and related established University policies, as well as Local, State and Federal Laws.
 - .1 The student organization is responsible as a group and as individual members with officers in assuming liability if individual members are not named in cases where individual violations have occurred.
 - .2 The student organization shall be responsible for violations occurring at sponsored events, not at the exclusion of individuals also being charged as a result of violations. This shall include violations following events but which may be directly tied to activities at the event.
 - .3 The student organization shall also be responsible for violations occurring during informal activities, which are identified as being initiated by members of the organization.
 - .4 Members of student organization shall be in violation ~~of~~ the Student Rights and Responsibilities Code if,
 - (1) They fail to attempt to stop or prevent a violation of the code, and/or
 - (2) Members fail to properly supervise organizational events and activities.
 - .5 Student organizations may be suspended or expelled from University registration as an organization and/or from University sponsored or sanctioned activities as a result of violations of the Student Rights and Responsibilities Code by the organization as a whole or by its individual members at organization-related formal or informal activities.
- e. All organizations registered with Student Life for the preceding academic year must renew their registration within the first four weeks of each fall semester, but no later the 4:00 p.m. Friday of the fourth week of classes.

STUDENT ACTIVITY FEE FUNDS:

The Student Activity Fee is that portion of the University's budget which is set aside to be utilized for nonacademic programs and services for students. The President of the University, as its chief executive officer, presents recommendations to the Regents on the distribution of all University funds, including the Student Activity Fee, according to policies established by Regents. The Regents of the University have delegated to the Student Association the authority to recommend appropriation of a portion of the Student Activity Fee, subject to the following conditions:

1. Funds may be appropriated to the established executive, legislative, and judicial branches of the UOSA.
2. Funds may be appropriated to registered student organizations which have complied with the registration requirements and funding criteria established by this policy.
 - a. Registered student organizations are eligible to apply for Student Activity Fee funds for projects or programs which have substantial campus-wide interest.
3. The University of Oklahoma Student Association has adopted the following additional policies regarding registered student organizations which may receive appropriations from the Student Activity Fee.
 - a. A written constitution consistent with the provisions of 10SC, a copy to be filed for record with the UOSA General Counsel.
 - b. At least a membership of ten Student Association members, verified to be bona fide students by the UOSA General Counsel. Upon such verification the UOSA General Counsel shall substitute the membership list with his or her subscribed statement that this requirement has been fulfilled.
 - c. The University of Oklahoma Student Association shall not be held responsible for any debt incurred by a registered student organization without the proper written permission of the University of Oklahoma Student Association and will not be obligated to pay such

- debts.
- d. Each registered student organization which receives funds from the Legislative Branch shall submit its account, listing all income and expenditures from and to all agencies, business, or individuals to the University Internal Auditing Office for an annual audit.
 - e. The registered student organization's chairperson must sign a statement of financial responsibility before any appropriation is transferred to that organization's account. Officers financially responsible for registered student organizations must be currently enrolled students attending regular classes on the Norman Campus.
 - f. Any other requirements duly enacted by the University of Oklahoma Student Association which are not inconsistent with the provisions of the Student Code.
4. Student organizations no longer have to register outside bank accounts. Funds generated by student groups from dues, assessments, fund-raising events, or any other revenue-generating activity could be handled through outside bank accounts or through a University account at the option of the sponsor of the student group; and the student groups holding fund-raising events in University facilities will be required to pay a facility fee. Student activity fee funds must be handled through University accounts.
 5. At the discretion of UOSA, appropriated monies may be denied or withdrawn from any registered student organization that has an overdrawn University account.

REGISTERED STUDENT ORGANIZATION RESPONSIBILITIES

The organization of and membership in registered student organizations (RSOs) at the University of Oklahoma create special obligations beyond those attendant upon membership in the general society. In addition to the requirement of compliance with all applicable laws, officers and members of registered student organizations assume the obligation to comply with all applicable University regulations.

Individual officers or members of a registered student organization engaged in prohibited conduct (as defined in section VI of the Student Rights and Responsibilities Code of Rights and Responsibilities) may face individual charges and sanctions. However, should the prohibited conduct be widespread within an organization; be encouraged or sanctioned by the organization; or the organizations officers should have reasonable known of the prohibited conduct and made no effort to stop or report that behavior, the organization may face organizational sanctions as well.

Prohibited Conduct

Prohibited conduct by RSOs includes, but is not limited to the following:

1. Abusive conduct: Unwelcome conduct that is sufficiently severe and pervasive that it alters the conditions of education or employment and creates an environment that a reasonable person would find intimidating, harassing or humiliating. These circumstances could include the frequency of the conduct, its severity, and whether it is threatening or humiliating. This includes physically abusing a person or holding a person against her or her will. Simple teasing, offhanded comments and isolated incidents (unless extremely serious) will not amount to abusive conduct.
2. Alcohol violations: Violation of the University of Oklahoma's Student Alcohol Policy.
3. Disruption or obstruction of a University activity: Interference with, obstruction or disruption of University activities such as teaching, research, recreation, meetings, public events and disciplinary proceedings.
4. Failing to abide by or complete a University sanction in a satisfactory manner: Failure to adhere to sanctions or engaging in other prohibited conduct while on disciplinary probation or suspension.
5. Failure to comply with the direction of a University official who is performing his or her duties.

6. Hazing: Any action or situation that recklessly or intentionally endangers the mental health or physical health, safety, or welfare of an individual for the purpose of initiation, participation, admission into or affiliation with any organization at the University as defined by Oklahoma or federal law.
7. Interfering with, obstructing or disrupting police or fire responses: Tampering with, impairing, disabling, or misusing fire protection systems such as smoke detectors, fire extinguishers, sprinklers, or alarms; failing to evacuate during a fire alarm; resisting arrest; failing to abide by the directions of police or fire personnel.
8. Retaliation: Taking any adverse action against a person because of or in relation to the person's reporting of a crime or violation of University policy.
9. Violation of local, state, federal law or University regulation or policy.

Investigations

Any report of a violation of this policy shall be investigated by Student Conduct. The president of a registered student organization found to be in violation of the policy will receive a written Statement of Findings and be provided with the opportunity to present a written response to the findings as well as a meeting with the Director of Student Conduct or his or her designee to discuss the violation and findings.

Sanctions

Sanctions that may be issued by the Director of Student Conduct, or his or her designee, include, but are not limited to, the following:

1. Verbal Warning: A verbal notice that the behavior was inappropriate.
2. Written Warning: A written statement that the behavior was inappropriate, which will remain in the organization's disciplinary file for a specified period of time or until the organization meets certain conditions.
3. Disciplinary Probation: A written statement that the behavior was inappropriate and should subsequent violations occur, more serious conduct action will be taken including suspension or removal of the organization from the University. This may include exclusion from specific activities for a period of time or until the organization meets certain conditions.
4. Educational Sanctions: A specific number of hours of community service, completion of a reflection or research papers by some or all members of the organization, attending a class, program or lecture by some or all members of the organization, or other actions the Director of Student Conduct deems appropriate.
5. Restitution: Repayment for damages or misappropriation of property. This may include monetary compensation or other related service(s), such as cleaning or restoration services.
6. Administrative Fee: Administrative fees for educational programs and presentations as well as policy related administrative costs, which are assessed to the registered student organization.
7. Suspension: Exclusion of the RSO from the University and all campuses governed by the Board of Regents of the University of Oklahoma for a specific period of time or until the organization meets certain conditions, following which the organization may be permitted to register with the University.
8. Restriction or Denial of University Services: Restricted from use or denial of specified University services, including participation in University activities.
9. Strike: The University's official recognition of an organization's violation of the University of Oklahoma Norman Campus Alcohol Policy.

The University of Oklahoma HOUSING POLICY

Before a student moves from the place of residence for which approval was given during the enrollment period, clearance through the Office of University Housing and Food Services must be obtained. Failure to comply with this regulation may result in disciplinary action.

FRESHMAN HOUSING

Regents' policy provides that certain students are required to live in University housing. All single freshmen students under 20 years of age must live in a University residence hall for the academic year EXCEPT for those who have earned 24 or more hours of college credit in residence or have already lived in University residence halls for two semesters. Exception from this policy is by special permission only, granted in writing by the Vice President for Student Affairs, or his/her delegate(s). Application for special permission must be made to the Housing and Food Services Office, Room 126, Walker Center, prior to the beginning of each semester. Special permissions are granted for a period of one semester only and are subject to review prior to renewal.

PRODIGY STUDENT

An application for housing by a Prodigy Student, defined as a student under the age of 17 on the first day of class, will be reviewed on an individual basis. Housing and Food Services is not obligated to provide housing for Prodigy Students, but it may do so at its discretion. An exception will be granted if a parent or legal guardian chooses to live with the student in University apartments on a space-available basis. A parent or legal guardian must sign housing applications for all students who are under the age of 18 by the first day of class. All residents of University Housing, including parents, guardians and Prodigy Students, must abide by the Student Code of Conduct.

BOARD

Regents' policy requires that all students living in Cate Center, Couch Center, Cross Center, Adams Center, and Walker Center, board at their place of residence.

1. Meal tickets are not transferable. The use of a meal ticket card by any person other than the one identified on the card is prohibited and may result in disciplinary action.
2. Students living in University housing who find it necessary to work for board may secure permission to board at their place of employment. However, such students must receive permission to be released from the board portion of their contract by the Room and Board Release Committee.

FRATERNITY AND SORORITY RESIDENT CHAPTER HOUSES

Fraternity and sorority residences are considered voluntary living organizations subject to the same health, safety, and conduct standards required by University policy, in addition to their own regulations and rules. Fraternity and sorority residents are subject to all provisions of this ~~Code~~ policy. Pledges and members of fraternities and sororities not required to live in University housing by Regents' policy may live in fraternity or sorority residences.

ANIMALS OR PETS

~~— Animals or pets: Keeping animals or pets in University housing, including apartments and adult housing, is prohibited.~~

CONDUCT

In all University student residence halls including fraternity and sorority houses, the disciplinary boards have the authority to adjudicate violations of stated norms of conduct as set by the house or by this ~~code~~policy. This provision does not deny the right of appeal to the appropriate body within or outside the University. Neither does it preclude administrative actions being taken by the proper University official to insure the safety or welfare of the University community.

Citation System

The following minor offenses may be removed from the discipline process and handled via a citation system. Citations may be issued in any University residence hall or any University apartment. Repetition of the offenses within one year of imposition of the first sanction may be dealt with by graduated increases. (See Table 1)

1. Fines: If fines are not paid or alternative arrangements approved in a period of five (5) days then the fines will be doubled and placed on the student’s University account. If a student is unable to pay the fine or it is determined the fine would result in an unreasonable hardship, then a work program can be imposed in lieu of the fine. The in-lieu work program must be approved by the Office of Housing and Food Services.
2. Appeals of Citations: The student will have three (3) days to appeal in writing to the Housing Citation Office in Cross Center, Alley House, room A36. The Appeal Board for the residence halls shall consist of one Appeal Board for each center. Each of these Appeal Boards shall consist of a minimum of two (2) students appointed by each respective Center president and one (1) staff member appointed by the Director of Housing and Food Services. The Appeal Board for the apartments shall consist of two (2) students appointed by the Apartment president and one (1) staff member appointed by the Director of Housing and Food Services. An Appeal Board will vote on the written appeal, and it shall hear the appeal submitted by the student. The Housing Citation Office will then write the student a letter stating the outcome. The letter stating the outcome will be sent to the student within ten (10) regular class days of the Appeal Board’s decision during the regular fall, spring, and summer semesters. All decisions of an Appeal Board are final, and only applications by a student concerning the administration of the appeal process, not the factual determination of the appeal, will be considered for review by the Administrative Advocate for Housing and Food Services.

| Prohibited Conduct | 1 st Offense | 2 nd Offense | 3 rd Offense |
|---|---|---|---|
| Visitation/ Unauthorized Entry | \$15 | \$30 | Fine up to \$45 and/or disciplinary process |
| Littering | \$15 | \$30 | Fine up to \$45 and/or disciplinary process |
| Removal of Furniture or Fixtures | \$30 | \$60 | Fine up to \$90 and/or disciplinary process |
| Open Flame Devices, Combustibles or Hazardous Chemicals | \$15 | \$30 | Fine up to \$45 and/or disciplinary process |
| Pets | \$15 | \$30 | Fine up to \$45 and/or disciplinary process |
| Propping Open Security Doors | \$50 | Disciplinary Process for 2 nd or 3 rd offense | |
| Noise | \$15 | \$30 | Fine up to \$45 and/or disciplinary process |
| Failure to Comply Violation of Published Residence Hall or Apartment Rules | Fine up to \$45 and/or disciplinary process | | |
| Misuse of Institutional Property | \$15 | \$30 | Fine up to \$45 and/or disciplinary process |

Defacement of University
Property

\$15

\$30

Fine up to \$45 and/or disciplinary process

PRIVATE HOUSING

1. Regents' policies require that when vacancies exist in University housing after any enrollment period, single undergraduates under 21 years of age may be required to reside in such University Housing. Recall from other housing to fill vacancies shall be by classes, freshmen first, and by grade average within the class, the lower grade average first.
2. Students living in private housing by virtue of special permit of any type from the Housing and Food Services Office must secure clearance from that office before moving to a residence other than that for which approval was given during enrollment period.

SUMMER SESSION HOUSING

~~Students enrolled in the Spring Session who plan to attend Summer Session must secure approval from the Housing Office of they desire housing arrangements for the Summer Session. Housing regulation apply to the Summer Session as well as the Fall and Spring Session.~~

SECURITY HOURS

The hours during which the residence halls shall be locked:

- ~~1. On Sunday through Thursday nights, houses will be locked no later than 12:00 midnight. All living floors in the residence halls will be locked 24 hours a day.~~
- ~~2. On Friday and Saturday morning, houses will be locked no later than 2 a.m. Residence hall first floor doors will be locked on Sunday through Thursday at 10 p.m. and Friday and Saturday 1t 12 midnight. All first floor doors will remain unlocked until 6 a.m.~~
- ~~3. A house should be locked and should remain locked until 6 a.m. Only residents, guests of residents (where visitation is authorized) and authorized University personnel may enter during these hours.~~
43. Unauthorized entrance into or exit (the use of back doors, windows, fire escapes, etc.) from a student residence after established closing hours is prohibited.
54. "Security Doors" shall include all doors locked for the purpose of student safety and welfare including, but not limited to, all fire doors, locked entrance doors and locked residence hall floor/community bathroom doors.

VISITATION AND QUIET HOURS

Housing units are responsible for enforcement of visitation and quiet hours as established by the Student Affairs Office. ~~Each housing government unit may establish additional hours with the concurrence of the Student Affairs Office. Established visitation hours for freshmen communities are Sunday through Thursday, 11 a.m. to Midnight, Friday and Saturday, 11 a.m. to 2 a.m. Quiet hours in all residence halls are 9 p.m. to 11 a.m. Sunday through Thursday and Midnight to 11 a.m. Friday and Saturday.~~ The guests of University of Oklahoma University-students are expected to observe the University regulations for students, and the rules of the residence where they are visitors.

SOCIAL EVENTS

~~Social events in residential units are limited to public lounge and recreation areas.~~

ADDITIONAL RULES

Residents of individual housing units may pass, publish and enforce additional rules through their house governments, so long as such rules do not conflict with this Code or enactments of the Legislative Branch.

The University of Oklahoma
UOSA GENERAL COUNSEL RESPONSIBILITIES AND SELECTION POLICY

The UOSA general counsel is the chief legal counsel of the University of Oklahoma Student Association, and is responsible for enforcing the provisions of the UOSA Constitution, and enactments of the Legislative Branch. The general counsel shall represent the interests of the UOSA in any matter pending in any forum of the University in which the interests of the Student Association are concerned.

1. The functions and duties of the general counsel shall include, but not be limited to the following:
 - a. General counsel is charged with contesting and endeavoring to defeat any claim against any student for violating any University regulation. General counsel shall fulfill any request for student defense. Student defense may be provided by general counsel personally, with a staff assistant, or any other appropriate counsel.
 - b. General counsel may file a complaint on behalf of any student who appears to possess a cause of action.
 - c. General counsel shall investigate any subject, body, organization, etc. on order of the Legislative Branch or the UOSA President.
 - d. General counsel may investigate any subject, body, etc. on his or her own motion.
 - e. Upon a written request, general counsel shall issue advisory opinions as to the effect of any University policy, rule or regulation affecting a student organization. Such opinions shall be binding in all UOSA internal matters unless overturned on appeal.
2. General counsel shall be at least a second year law student with consideration given by the selection committee in its deliberations to professional qualifications, including but not limited to: past legal counsel experience, quality of writing sample, law faculty recommendations, understanding of administrative hearings and familiarity with the Student Rights and Responsibilities and Academic ~~Misconduct Codes~~Integrity Codes of the University of Oklahoma.
3. General counsel shall be appointed by the UOSA President, with the advice and consent of the UOSA Legislative Branch. General Counsel shall be recommended to the UOSA President by a selection committee composed of: the Chair of the UOSA Student Congress; the Chair of the UOSA Graduate Student Senate, or their respective appointees should they be unavailable to serve; one student appointed by the UOSA President; and a representative named by the Vice President for Student Affairs. The UOSA President will serve as a member of the selection committee but will only cast a vote in the event of a tie. The outgoing UOSA General Counsel shall serve as an ex-officio, non-voting member of the selection committee.
4. General counsel shall appoint at least two associates whose duties shall be established by the general counsel. Additional staff may be appointed by the general counsel.

UNIVERSITY OF OKLAHOMA 2012 RATES

| Tier 1 | Employee Only | | | Employee and Children | | | Employee and Spouse | | | Employee and Family | | |
|------------------------|---------------|---------|--------|-----------------------|---------|--------|---------------------|---------|----------|---------------------|---------|----------|
| | Employee Cost | OU Cost | Rate | Employee Cost | OU Cost | Rate | Employee Cost | OU Cost | Rate | Employee Cost | OU Cost | Rate |
| 30,000 or below | | | | | | | | | | | | |
| BC PPO | - | 423.72 | 423.72 | 220.02 | 585.02 | 805.04 | 315.64 | 701.24 | 1,016.88 | 419.22 | 830.72 | 1,249.94 |
| BC HMO | 7.06 | 423.72 | 430.78 | 233.48 | 585.02 | 818.50 | 332.64 | 701.24 | 1,033.88 | 440.08 | 830.72 | 1,270.80 |
| BC CDHP | (16.16) | 423.72 | 407.56 | 189.32 | 585.02 | 774.34 | 276.90 | 701.24 | 978.14 | 371.56 | 830.72 | 1,202.28 |
| CC HMO | 21.26 | 423.72 | 444.98 | 260.46 | 585.02 | 845.48 | 366.72 | 701.24 | 1,067.96 | 481.98 | 830.72 | 1,312.70 |
| Tier 2 | Employee Only | | | Employee and Children | | | Employee and Spouse | | | Employee and Family | | |
| 30,000.01 to 41,999.99 | Employee Cost | OU Cost | Rate | Employee Cost | OU Cost | Rate | Employee Cost | OU Cost | Rate | Employee Cost | OU Cost | Rate |
| BC PPO | 20.08 | 403.64 | 423.72 | 235.30 | 569.74 | 805.04 | 354.38 | 662.50 | 1,016.88 | 486.60 | 763.34 | 1,249.94 |
| BC HMO | 27.14 | 403.64 | 430.78 | 248.76 | 569.74 | 818.50 | 371.38 | 662.50 | 1,033.88 | 507.46 | 763.34 | 1,270.80 |
| BC CDHP | 3.92 | 403.64 | 407.56 | 204.60 | 569.74 | 774.34 | 315.64 | 662.50 | 978.14 | 438.94 | 763.34 | 1,202.28 |
| CC HMO | 41.34 | 403.64 | 444.98 | 275.74 | 569.74 | 845.48 | 405.46 | 662.50 | 1,067.96 | 549.36 | 763.34 | 1,312.70 |

| Tier 3 42,000 to 59,999.99 | Employee Only | | | Employee and Children | | | Employee and Spouse | | | Employee and Family | | |
|----------------------------------|---------------|---------|--------|-----------------------|---------|--------|---------------------|---------|----------|---------------------|---------|----------|
| | Employee Cost | OU Cost | Rate | Employee Cost | OU Cost | Rate | Employee Cost | OU Cost | Rate | Employee Cost | OU Cost | Rate |
| BC PPO | 31.30 | 392.42 | 423.72 | 272.02 | 533.02 | 805.04 | 405.32 | 611.56 | 1,016.88 | 552.84 | 697.10 | 1,249.94 |
| BC HMO | 38.36 | 392.42 | 430.78 | 285.48 | 533.02 | 818.50 | 422.32 | 611.56 | 1,033.88 | 573.70 | 697.10 | 1,270.80 |
| BC CDHP | 15.14 | 392.42 | 407.56 | 241.32 | 533.02 | 774.34 | 366.58 | 611.56 | 978.14 | 505.18 | 697.10 | 1,202.28 |
| CC HMO | 52.56 | 392.42 | 444.98 | 312.46 | 533.02 | 845.48 | 456.40 | 611.56 | 1,067.96 | 615.60 | 697.10 | 1,312.70 |
| Tier 4 60,000 to 99,999.99 | Employee Only | | | Employee and Children | | | Employee and Spouse | | | Employee and Family | | |
| | Employee Cost | OU Cost | Rate | Employee Cost | OU Cost | Rate | Employee Cost | OU Cost | Rate | Employee Cost | OU Cost | Rate |
| BC PPO | 42.54 | 381.18 | 423.72 | 284.26 | 520.78 | 805.04 | 457.28 | 559.60 | 1,016.88 | 620.10 | 629.84 | 1,249.94 |
| BC HMO | 49.60 | 381.18 | 430.78 | 297.72 | 520.78 | 818.50 | 474.28 | 559.60 | 1,033.88 | 640.96 | 629.84 | 1,270.80 |
| BC CDHP | 26.38 | 381.18 | 407.56 | 253.56 | 520.78 | 774.34 | 418.54 | 559.60 | 978.14 | 572.44 | 629.84 | 1,202.28 |
| CC HMO | 63.80 | 381.18 | 444.98 | 324.70 | 520.78 | 845.48 | 508.36 | 559.60 | 1,067.96 | 682.86 | 629.84 | 1,312.70 |

| Tier 5 | Employee Only | | | Employee and Children | | | Employee and Spouse | | | Employee and Family | | |
|-----------------------|---------------|---------|--------|-----------------------|---------|--------|---------------------|---------|----------|---------------------|---------|----------|
| | Employee Cost | OU Cost | Rate | Employee Cost | OU Cost | Rate | Employee Cost | OU Cost | Rate | Employee Cost | OU Cost | Rate |
| 100,000 to 184,999.99 | | | | | | | | | | | | |
| BC PPO | 63.94 | 359.78 | 423.72 | 295.44 | 509.60 | 805.04 | 511.38 | 505.50 | 1,016.88 | 687.34 | 562.60 | 1,249.94 |
| BC HMO | 71.00 | 359.78 | 430.78 | 308.90 | 509.60 | 818.50 | 528.38 | 505.50 | 1,033.88 | 708.20 | 562.60 | 1,270.80 |
| BC CDHP | 47.78 | 359.78 | 407.56 | 264.74 | 509.60 | 774.34 | 472.64 | 505.50 | 978.14 | 639.68 | 562.60 | 1,202.28 |
| CC HMO | 85.20 | 359.78 | 444.98 | 335.88 | 509.60 | 845.48 | 562.46 | 505.50 | 1,067.96 | 750.10 | 562.60 | 1,312.70 |
| Tier 6 | Employee Only | | | Employee and Children | | | Employee and Spouse | | | Employee and Family | | |
| | Employee Cost | OU Cost | Rate | Employee Cost | OU Cost | Rate | Employee Cost | OU Cost | Rate | Employee Cost | OU Cost | Rate |
| 185,000 and above | | | | | | | | | | | | |
| BC PPO | 86.34 | 337.38 | 423.72 | 304.62 | 500.42 | 805.04 | 566.40 | 450.48 | 1,016.88 | 742.34 | 507.60 | 1,249.94 |
| BC HMO | 93.42 | 337.38 | 430.78 | 318.08 | 500.42 | 818.50 | 583.40 | 450.48 | 1,033.88 | 763.20 | 507.60 | 1,270.80 |
| BC CDHP | 70.18 | 337.38 | 407.56 | 273.92 | 500.42 | 774.34 | 527.66 | 450.48 | 978.14 | 694.68 | 507.60 | 1,202.28 |
| CC HMO | 107.60 | 337.38 | 444.98 | 345.06 | 500.42 | 845.48 | 617.48 | 450.48 | 1,067.96 | 805.10 | 507.60 | 1,312.70 |

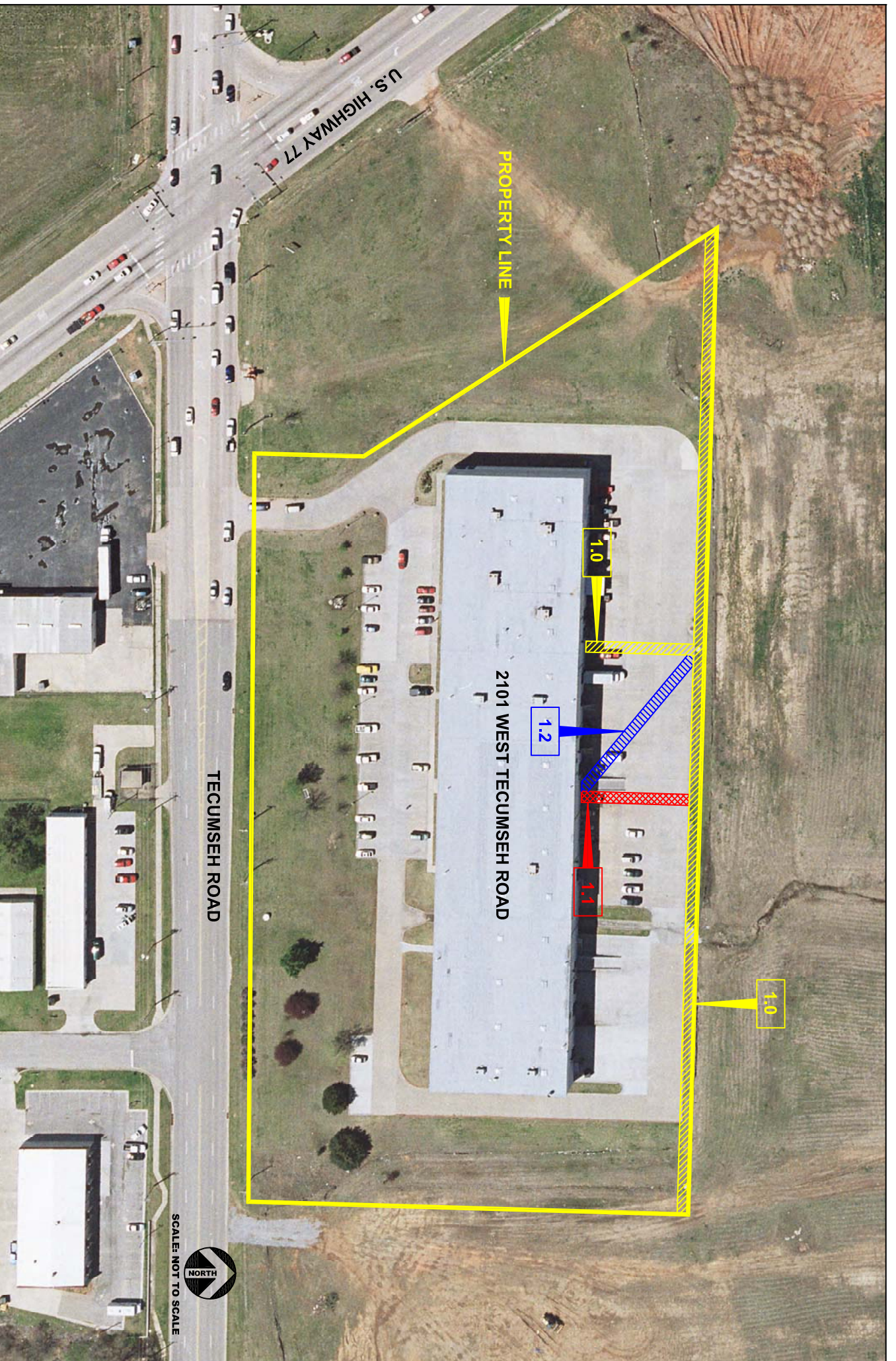
PPO&HCA -2.3%

BCHMO +1.04%

CCHMO 0%

2012 Dental Rates

| | Employee Only | Employee/Spouse | Employee/Child(ren) | Employee/Family |
|-----------|---------------|-----------------|---------------------|-----------------|
| Basic | 19.62 | 64.52 | 77.34 | 129.38 |
| Alternate | 56.08 | 109.60 | 130.58 | 175.90 |



PARCEL 1.0

EXISTING UTILITY EASEMENT

PARCEL 1.1

PROPOSED NEW UTILITY EASEMENT

PARCEL 1.2

EXISTING UTILITY EASEMENT TO BE VACATED



FY 2012 Salary Increase Recommendations Norman Campus

ALL FACULTY (Correction from June list)

| | <u>Name</u> | <u>Title</u> | <u>Current</u> | <u>Proposed</u> | <u>% Incr</u> | |
|--|-------------|--------------|----------------------|-----------------|---------------|------|
| | Al-Masri | Mohammad | Assistant Professor | \$60,000 | \$61,800 | 3.0% |
| | Anderson | Owen | Professor | \$184,243 | \$189,770 | 3.0% |
| | Backus | Mary Sue | Professor | \$108,605 | \$114,105 | 5.1% |
| | Coats | Andrew | Professor | \$328,829 | \$334,329 | 1.7% |
| | Coyne | Randall | Professor | \$145,018 | \$154,518 | 6.6% |
| | Ferando | Chitru | Associate Professor | \$207,000 | \$213,725 | 3.2% |
| | Fillpot | Bob | Professor | \$147,182 | \$151,597 | 3.0% |
| | Forman | Jonathan | Professor | \$152,628 | \$157,207 | 3.0% |
| | Gensler | Steven | Professor | \$136,000 | \$141,500 | 4.0% |
| | Gillett | Mark | Professor | \$129,915 | \$135,415 | 4.2% |
| | Guzman | Katheleen | Professor | \$160,500 | \$165,315 | 3.0% |
| | Haring | Kathryn | Professor | \$75,049 | \$77,302 | 3.0% |
| | Harroz, Jr. | Joseph | Vice President, Dean | \$318,964 | \$325,343 | 2.0% |
| | Hoagland | Buce | Professor | \$94,879 | \$97,727 | 3.0% |
| | Holt | Mary Sue | Academic Director | \$142,331 | \$146,601 | 3.0% |
| | Keller | George | Professor | \$192,000 | \$197,760 | 3.0% |
| | Kershen | Drew | Professor | \$173,183 | \$178,683 | 3.2% |
| | Knippenberg | F. S. | Professor | \$150,332 | \$154,832 | 3.0% |
| | Krumholz | Lee | Professor | \$105,328 | \$108,488 | 3.0% |
| | Kutner | Peter | Professor | \$164,470 | \$169,404 | 3.0% |
| | Maute | Judith | Professor | \$160,784 | \$165,608 | 3.0% |
| | Meazell | Emily | Associate Professor | \$123,000 | \$130,000 | 5.7% |
| | Palomar | Joyce | Professor | \$159,550 | \$165,050 | 3.4% |
| | Price | B. Byron | Professor | \$203,300 | \$209,399 | 3.0% |
| | Richter | Liesa | Professor | \$135,725 | \$141,225 | 4.1% |
| | Robertson | Lindsay | Professor | \$145,100 | \$150,600 | 3.8% |
| | Scaperlanda | Michael | Professor | \$164,924 | \$170,424 | 3.3% |
| | Shelton | Williams | Academic Director | \$99,199 | \$102,175 | 3.0% |
| | Smith | Laurel | Assistant Professor | \$58,242 | \$59,989 | 3.0% |
| | Suflita | Joseph | Professor | \$146,623 | \$151,022 | 3.0% |
| | Tabb | Williams | Professor | \$209,185 | \$215,461 | 3.0% |
| | Tepker | Harry | Associate Dean | \$165,793 | \$170,767 | 3.0% |
| | Terry | Robert | Associate Professor | \$66,869 | \$68,875 | 3.0% |
| | Thai | Joseph | Professor | \$112,165 | \$117,665 | 4.9% |
| | Tirunelveli | Srividhya | Professor | \$109,140 | \$114,640 | 5.0% |
| | Xiao | Xiangming | Professor | \$138,889 | \$143,056 | 3.0% |
| | Zaman | Md | Professor | \$216,026 | \$222,507 | 3.0% |