

**MINUTES OF THE REGULAR MEETING  
THE UNIVERSITY OF OKLAHOMA  
OCTOBER 23, 2013**

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**MINUTES OF A REGULAR MEETING  
THE UNIVERSITY OF OKLAHOMA BOARD OF REGENTS  
OCTOBER 23, 2013**

A Regular Meeting of the Board of Regents governing The University of Oklahoma, Cameron University, and Rogers State University was called to order at Cameron University in Lawton, Oklahoma, at 8:37 a.m. on October 23, 2013.

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

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; Gerard Clancy, President, OU-Tulsa; Vice Presidents Catherine Bishop, Joe Castiglione, Loretta Early, Tripp Hall, Nicholas Hathaway, Clive Mander, and Kenneth Rowe; 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. John McArthur, President of the University, and Vice Presidents Albert Johnson, Jr., Glen Pinkston and Ronna Vanderslice.

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

Notice of the time, date and place of this meeting was submitted to the Secretary of State, and the agenda was posted in the Office of the Board of Regents on or before 8:30 a.m. on October 22, 2013, both as required by 25 O.S. 1981, Section 301-314.

## **CAMERON UNIVERSITY**

### **REPORT OF THE PRESIDENT OF THE UNIVERSITY**

President McArthur welcomed the Regents to the Cameron campus and introduced his executive council staff who were present: Vice President for Business and Finance Glen Pinkston; Vice President for University Advancement Albert Johnson Jr.; Associate Vice President for Enrollment Management Jamie Glover; and Vice President for Academic Affairs Ronna Vanderslice. This was Dr. Vanderslice's first meeting as Vice President, and Dr. McArthur reiterated to the Board that she has been an outstanding dean for the School of Education and Behavioral Sciences, leading the School through a perfect NCATE visit, and serving the State on several teacher education and mental health boards. Cameron continues to receive good reports on the administration's work toward low debt for students and maintaining the low cost of a Cameron education. The 2014 rankings by *US News and World Report* list the University as 9<sup>th</sup> in the category of least debt in the west and the 7<sup>th</sup> lowest in all regional universities. A special thanks is owed to all donors and scholarship contributors for making that possible, allowing so many students to attend Cameron without incurring extended expenses. The impact of the federal shutdown on the University was minimal, primarily because federal funds to support CU students were in hand before the shutdown. There was some impact on military students, and the President commended Associate Vice President Jamie Glover and director of financial

assistance Donald Hall for their work to find alternative funding sources for the University's soldier-students. Only 12 were not able to find some of their enrollment financing and that was due more to extended duty assignments where they just didn't have time to go to school. The President also commended Assistant Professor of Psychology Joanni Sailor. Dr. Sailor has been appointed by Governor Fallin to the State Board of Behavioral Health Licensure. Dr. Sailor has been a state leader in marriage and family counseling for years and will be a great addition. Last year she received the University's highest award, the Hackler Award for Teaching Excellence. Dr. McArthur closed his report by thanking the Board for being accommodating with the Board schedule and making time to participate in his investiture and installation ceremony.

## **SUBSTANTIVE PROGRAM CHANGES – CU**

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

### **1. PROGRAM: A.A.S. in Electronic Engineering Technology**

**PROPOSED CHANGE:** Program Deletion

**COMMENTS:** Program has not met the minimum degree productivity standards originally proposed. Low demand with no foreseeable future increase necessitates deletion of this program. The requested change will provide funds for reallocation since fourteen courses will be deleted after teach out. Funds from the deleted program will be reallocated to the A.A.S. in Engineering program. Thirteen students remaining in the program will graduate no later than May 2016.

### **2. PROGRAM: A.A.S. in Engineering**

**PROPOSED CHANGE:** Program Addition

**COMMENTS:** The Associate in Applied Science in Engineering program is designed to fill a void in the availability of engineering training in southwest Oklahoma. The program serves to allow students interested in engineering to complete their first two years of study at Cameron University. Students who successfully complete the program will be eligible to apply for admission to baccalaureate-level engineering programs and seamlessly progress towards degree completion. The curriculum was designed with input from engineering programs at the University of Oklahoma and Oklahoma State University. The curricular course requirements include courses in general education that mirror those commonly completed during the first two years of a baccalaureate degree program. Other requirements include courses in engineering, calculus, chemistry, and physics, as well as an elective course in differential equations. Program options have been developed to facilitate transfer to programs in civil, electrical, environmental, industrial, and mechanical engineering. Funding for the program will be provided from tuition and fees, as well as reallocation from the deletion of the A.A.S. in Electronic Engineering Technology. Pending OSRHE approval, the proposed start date for the program is Fall 2014.

### 3. PROGRAM: M.S. in Educational Leadership

#### PROPOSED CHANGE: Program Requirement Changes

COMMENTS: One course will be replaced in the required major core category. The current program admission policy does not require candidates to possess experience as a licensed teacher. The requested change would add a program entry requirement of one year of teaching experience as a licensed teacher. The adoption of this entry requirement would raise standards for program admission and better prepare candidates for coursework in the program. The requested change will not require additional funds nor will the total numbers of hours required change. Pending OSRHE approval, the requested change will be in effect for all students admitted in Spring 2014 or later.

President McArthur recommended the Board of Regents approve the proposed changes to the Cameron University academic programs.

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

### **FISCAL YEAR 2012-2013 EXTERNAL AUDITS – CU**

For the fiscal year ended June 30, 2013, Cole & Reed, P.C. presented to the Board of Regents' Finance and Audit Committee the "Independent Auditors' Report," the "Annual Financial Statements," the "Independent Auditors' Reports on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*," and the "Independent Auditors' Report on Compliance with Requirements That Could Have a Direct and Material Effect on Each Major Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133 and on the Schedule of Expenditures of Federal Awards."

For fiscal year 2012-2013, these audits were conducted in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the Office of Management and Budget's Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

President McArthur recommended the Board of Regents:

- I. Accept the fiscal year 2012-2013 external auditor's reports and audited financial statements for Cameron University; and
- II. Accept the fiscal year 2012-2013 external auditor's reports on compliance and schedules of expenditures of federally funded awards for Cameron University.

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

**CURRICULUM CHANGES – CU**

The listed item was identified, by the administration, as “For Information Only.” Although no action was required, the opportunity to discuss or consider it individually was provided.

**CURRICULUM CHANGES – CU**

The Oklahoma State Regents for Higher Education confer upon each institution the authority to add, modify and delete courses, but require that the changes be communicated to them for information. The modifications attached hereto as Exhibit A have been approved by the President, upon recommendations of the Vice President for Academic Affairs, respective deans and department chairs, and the Curriculum Committee or Graduate Council.

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

The meeting was adjourned at 8:44 a.m.

The meeting reconvened on October 23, 2013 at 1:38 p.m. at Cameron University with the following Regents present: Richard R. Dunning, Chairman of the Board, presiding; Regents Tom Clark, Jon R. Stuart, A. Max Weitzenhoffer, Clayton I. Bennett, Kirk Humphreys and Leslie J. Rainbolt-Forbes, M.D.

**ROGERS STATE****REPORT OF THE PRESIDENT OF THE UNIVERSITY**

President Rice began his report by pointing out the hard copy that each Regent had been given. Included was a binder with enrollment data and history, with comparative data from other regional universities, to be used as the University continues to work on enrollment going forward. Other interesting items include the date of October 4, 2013, the date the University was approved to offer its first-ever graduate program. After faculty hires are approved, courses will be offered in August 2014. The University and Google are hosting the Aero Games for the second time, targeting junior high and high school students with STEM challenges. He also expressed appreciation to ONEOK in Tulsa for providing funding for a new natural gas generator to heat and cool the Student Union in case of power failure. The President also reported on the speaker for Constitutional Day, Senior US District Judge David Russell, who talked before an audience that included about 200 high school students. Dr. Hugh Foley, professor of fine arts, presented a history lecture that was recorded by C-SPAN and will air at a later date. Dr. Foley teaches on Native American issues and organizes the University’s Native American Heritage Festival. Dr. Rice concluded his report by looking forward to the Hillcat Hacker urban golf tournament, which for the past two years has been won by State Regent Mike Turpen and his brothers.

**CONTRACTS AND GRANTS – RSU**

In accordance with Regents' policy, a list of awards and/or modifications in excess of \$125,000 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.

<u>Award Title</u>	<u>Grantor</u>	<u>Award Period</u>	<u>Award Amount</u>
Education Opportunity Center	U.S. Dept. of Education	09/01/13-08/31/2014	\$549,003
Talent Search	U.S. Dept. of Education	09/01/13-08/31/2014	\$282,949

Educational Opportunity Center:

Grantor:	U.S. Department of Education	
Award Period:	09/01/13-08/31/2014	\$ 549,003
Performance Period:	09/01/11-08/31/16	\$1,734,581
Remainder:	End of Performance Period	\$ 592,789

Program Purpose: The Educational Opportunity Centers (EOC) program provides counseling and information on university admissions to qualified adults who want to enter or continue a program of postsecondary education. An important objective of EOC is to counsel participants on financial aid options and to assist in the application process. The goal of EOC is to increase the number of adult participants who enroll in postsecondary education institutions.

## Services Provided for by the Program:

- Academic advice
- Personal counseling
- Career workshops
- Information on postsecondary educational opportunities
- Information on student financial assistance
- Assistance in completing applications for university admissions, testing and financial aid
- Coordination with nearby postsecondary institutions
- Media activities designed to involve and acquaint the community with higher education opportunities
- Tutoring/Mentoring

Talent Search [RSU-TS]

Grantor:	U.S. Department of Education	
Award Period:	09/01/13-08/31/14	\$ 282,949
Performance Period:	09/01/11-08/31/16	\$ 1,477,205
Remainder:	End of Performance Period	\$ 298,564

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.

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

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

### **125 PLAN DOCUMENT SERVICE PROVIDER – RSU**

For a number of years, American Fidelity provided the administrative services of the Section 125 Flexible Benefit Plan for the University. The service was provided free to the University and in return American Fidelity was allowed the opportunity to market the company's insurance products to the University's employees. The company required all full time employees to attend individual meetings to review their Section 125 Flexible Benefit Plan employee options and to determine if the employees wished to purchase other insurance products.

University staff determined the process was time consuming for the Employment and Benefit office and for over 300 faculty and staff to attend mandatory meetings and not the best use of faculty and staff time. Out of the 300 plus employees, approximately 60 employees participated in the Flexible Benefit Plan and in the majority of cases, the 60 employees did not make any changes to their Section 125 Flexible Benefit Plan elections.

The Employment and Benefit office submitted a survey to all faculty and staff in order to determine, in part, the level of satisfaction with American Fidelity services and interest in purchasing the company's insurance products. The majority of the faculty and staff were satisfied with the service but did not have any interest in additional insurance products.

The administration requested Xcorp, located in Tulsa, the University's Insurance Broker/Agent of Record, to assist and coordinate the procurement of a reputable company to provide Section 125 Flexible Benefit Plan administrative services. After reviewing proposals from three companies and based upon the recommendation of Xcorp, the administration determined that Benefit Resources Inc., Tulsa, had the experience and resources to provide the services to the University.

Some of the benefits of changing companies will be elimination of annual mandatory meetings, employees will be able to make changes to the Section 125 Flexible Benefit Plan elections online, and employees that currently have American Fidelity insurance products may continue their coverage while the costs to the University for retaining the services of Benefit Resources will be under \$3,000 based upon the current level of employee participation.

Attorneys have reviewed the Administrative Services Agreement and the University's Section 125 Flexible Plan Document. The University's Section 125 Flexible Benefit Plan Document is attached hereto as Exhibit B for the Board of Regents' consideration.



President Rice recommended the Board of Regents:

- I. Authorize President Rice or his designee to retain the services of Benefit Resources, Inc., Tulsa, in order to assist Rogers State University in the performance of its administrative duties to administer the University's Section 125 Flexible Benefit Plan;
- II. Authorize President Rice or his designee to execute the Administrative Services Agreement between Rogers State University and Benefit Resources, Inc.; and
- III. Approve the Section 125 Flexible Benefit Plan Document.

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

### **MULTI-CAMPUS VIDEOCONFERENCING SYSTEM – RSU**

The University currently uses a videoconferencing based system to offer selected classes in Bartlesville and Pryor that we otherwise would not have the resources to offer.

Over time, the current system has become outdated. The current equipment varies in age from eight to fifteen years old. It has become difficult to find replacement parts to support the current system. In order to continue offering the service to Bartlesville and Pryor campuses and improve the quality of instruction, the existing equipment and system should be replaced.

A committee consisting of faculty and staff developed the requirements and specifications for a replacement system. Several vendors were contacted and asked to provide a proposal to address the University's requirements. The committee was extremely impressed with the Ford Audio-Video System. The new system will support 1080p calls which will provide a vast upgrade in the quality of the audio and video. Ford Audio-Video proposal was submitted to Rogers State University under the State of Oklahoma statewide purchasing contract #ITSW1021 – ID#3494 and the committee recommends the institution accept the company's proposal.

President Rice recommended the Board of Regents:

- I. Award a contract to Ford Audio-Video Systems, LLC for the Rogers State University multi-campus videoconferencing system in the amount of \$281,819.60; and
- II. Authorize the President or his designee to execute the contract and any necessary change orders during the installation of the equipment and software within the budget limitations up to a maximum cost of \$310,000.

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

### **FISCAL YEAR 2012-2013 EXTERNAL AUDITS – RSU**

For the fiscal year ended June 30, 2013, Cole & Reed, P.C. presented to the Board of Regents' Finance and Audit Committee the "Independent Auditors' Report," the "Annual Financial Statements," the "Independent Auditors' Reports on Internal Control Over Financial

Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*,” and the “Independent Auditors’ Report on Compliance with Requirements That Could Have a Direct and Material Effect on Each Major Program and on Internal Control Over Compliance in Accordance with OMB Circular A-133 and on the Schedule of Expenditures of Federal Awards.”

For fiscal year 2012-2013, these audits were conducted in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the Office of Management and Budget’s Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

President Rice recommended the Board of Regents:

- I. Accept the fiscal year 2012-2013 external auditor’s reports and audited financial statements for Rogers State University; and
- II. Accept the fiscal year 2012-2013 external auditor’s reports on compliance and schedules of expenditures of federally funded awards for Rogers State University.

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

## MINUTES

Regent Stuart moved approval of the minutes of the regular meeting held September 18, 2013 as printed and distributed prior to the meeting. The following voted yes on the motion: Regents Clark, Weitzenhoffer, Bennett, Humphreys and Rainbolt-Forbes. The Chair declared the motion unanimously approved.

## THE UNIVERSITY OF OKLAHOMA

### REPORT OF THE PRESIDENT OF THE UNIVERSITY

President Boren began his report with breaking news from the day’s *Washington Post*, where an article on the increase of tuition and fees at state flagship public universities since 2008 singled out the University as having the lowest increase in that time period. Since the September meeting, the University’s Research Campus was named the nation’s top research park for 2013 by the Association of University Research Parks. Past recipients have included the Research Triangle Park in North Carolina and the University Science Center in Pennsylvania. This is really a feather in the University’s cap, as this group is looking at how quickly the Research Campus is growing and growing the research and facilities. The University has become the first in the nation to be awarded the prestigious Davis Cup in recognition of its record-setting enrollment of United World College international freshmen. United World Colleges have 12 campuses worldwide where a rigorous International Baccalaureate curriculum is employed. The University now has 87 Davis UWC Scholars enrolled, representing 43 countries. The President was proud to announce that the reconstruction of the Jan Marie and Richard Crawford University Club was the recipient of the Associated Builders and Contractors of Oklahoma Excellence in Construction award. This recognizes

the generous gift of the Crawfords along with the ambiance, creation of community and the physical structure itself. The Price College of Business entrepreneurship program has been ranked in the top ten in the nation by the *Princeton Review*. The University is one of three US public universities to receive high marks from the *Huffington Post*, *US News and World Report*, and *Business Week*. President Boren reminded the Board of upcoming Homecoming activities including the ring ceremony where seniors and an outstanding graduate are traditionally honored. This year that alumnus will be Gary England, who will also serve as grand marshal of the Homecoming parade. The President noted that donations and pledges to the University are currently \$9 million ahead of last year at this point, and he just learned this morning that the College of Medicine has now reached its \$10 million goal in the Second Century Scholarship campaign. He closed his report by mentioning the formation of a national fundraising and support campaign to celebrate the University's 125<sup>th</sup> anniversary in 2015, and said the administration is hard at work to make this a very, very special year.

### **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 and staff:

Variety Care, Inc.

OUHSC will provide a clinical pharmacy specialist, dietitian and/or biostatistician. OUHSC will develop organizational relationships that promote safe medication-use systems and optimal health. The Agreement was received on June 25, 2013, and signed on June 28, 2013.

University Hospital Trust (UHT)

OUHSC will provide Emergency Communication Services (ECS) to a list of email addresses specified by UHT. The Agreement was received on June 17, 2013, and signed on August 9, 2013.

HCA Health Services of Oklahoma, Inc. (HCA)

OUHSC will provide safety and security services, as well as emergency communication services (ECS) to HCA. The Agreement was received on May 7, 2013, and signed on July 5, 2013.

HCA Health Services of Oklahoma, Inc. (HCA)

OUHSC will provide medical physics services. OUHSC will provide the needed physicists in nuclear medicine and imaging with x-ray, magnetic resonance and ultrasound. The Agreement was received and signed on July 25, 2013.

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

Variety Care, Inc. College of Pharmacy Term of Agreement 07/01/13 to 06/30/14	\$312,000
University Hospital Trust OUHSC Campus Police Term of Agreement 07/01/13 to 06/30/14	\$426,234
HCA Health Services of Oklahoma, Inc. OUHSC Campus Police Term of Agreement 07/01/13 to 06/30/16	\$5,080,428
HCA Health Services of Oklahoma, Inc. Radiological Sciences Term of Agreement 07/01/13 to 06/30/16	\$1,407,005

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

**EXPANSION OF THE TULSA SCHOOL OF COMMUNITY MEDICINE M.D. PROGRAM TRACK IN COOPERATION WITH THE UNIVERSITY OF TULSA – HSC**

In response to a growing physician shortage in Oklahoma, the University of Oklahoma College of Medicine in cooperation with the University of Tulsa plans to expand its current two-year Tulsa School of Community Medicine (SCM) branch campus into a four-year branch campus where SCM medical students will experience all four years of the medical curriculum and SCM educational track on the Tulsa campus.

The students in the SCM track currently experience the first two years of the curriculum on the Oklahoma City campus and the final two years of the curriculum on the Tulsa SCM branch campus. The current four-year SCM track was acknowledged by the Liaison Committee on Medical Education (LCME) accreditation authority in July 2008 and was first implemented in fall 2008. Expanding the Tulsa program so that all four years of the track are delivered at the Tulsa campus will provide faculty with opportunities to enhance the community medicine aspects of the preclinical curriculum in the distinctive SCM educational environment. This planned expansion must be approved by the LCME.

Once approval has been granted by the LCME, the College of Medicine plans to admit approximately 25 students per year to the SCM track beginning in 2015. Applicants who apply to the College of Medicine will have the opportunity to indicate their interest in the SCM track. Students will be assigned to the Oklahoma City track or the SCM Tulsa track based on their stated preference. The College will employ a single admissions board to make all admissions decisions.

All aspects of the M.D. program curriculum, including the SCM track, will be under the direction of the College of Medicine Medical Education Committee (MEC) comprised of faculty from both the Oklahoma City campus and the Tulsa campus. While the core MD program curriculum and educational program objectives will be identical on both campuses, the SCM track will incorporate additional educational program objectives and sessions to address the unique mission of the SCM track. Large didactic sessions in the preclinical curriculum will be delivered via distance learning videoconference technologies to the SCM campus by Oklahoma City-based faculty or to the Oklahoma City campus by SCM-based faculty. Small group sessions in the preclinical curriculum will be duplicated on both campuses by respective campus faculty on the same day and at the same time.

Through a Memorandum of Understanding with the University of Tulsa (TU), TU faculty will participate in the delivery of the SCM pre-clinical curriculum on site at the SCM campus. One standard of achievement will apply to all students, regardless of track. The criteria for grading and promotion will be identical for students on both campuses.

The MOU with Tulsa will also provide for the creation of a SCM advisory board to the University of Oklahoma Board of Regents, comprised of a total of eight appointed members (four from the University of Oklahoma and four from Tulsa University). Appointments to the advisory board will be made by the respective institution's president, with approval by that institution's governing board. The role of the SCM advisory board will be advisory only and will advise the Board of Regents as appropriate on matters pertinent to the administration of the SCM; final authority on the administration of the SCM will remain with the Board of Regents.

After extensive analysis of options and their feasibility, it has been determined that the SCM will have adequate and sufficient funding to develop and support expansion of the current two-year campus into a four-year campus. In order to ensure the fiscal stability of the SCM, its operating guidelines shall require approval of the Board of Regents to expand the class size by more than five (5) students (e.g. expanding the class size from 25 to 30 students would first require Board of Regents approval). Further, the intent of the Board of Regents in establishing the SCM is that the school be fiscally self-sufficient, with no financial subsidy from Oklahoma City-based College of Medicine or Health Sciences Center operations. A full reporting of the SCM finances shall be made annually to the President and Board of Regents Health Sciences Center committee. Funding for the SCM expansion will come from a combination of private donor funds, tuition and fees, State appropriations, and SCM practice plan clinical funds.

President Boren recommended the Board of Regents approve the expansion of the Tulsa School of Community Medicine M.D. Program Track at the College of Medicine, Tulsa in cooperation with the University of Tulsa and in accordance with the guidelines detailed above.

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

**EQUIPMENT MAINTENANCE MANAGEMENT SERVICES – ALL  
GENERAL OBLIGATION REFUNDING BONDS – NC  
ON-SITE AUTO PARTS INVENTORY FOR FLEET SERVICES – NC  
GAYLORD FAMILY-OKLAHOMA MEMORIAL STADIUM 2013 MASTER PLAN  
UPDATE – 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.

**EQUIPMENT MAINTENANCE MANAGEMENT SERVICES – ALL**

Board of Regents' policies 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 reports the anticipated activity against the fiscal year 2014 equipment maintenance management services contract between the University and Specialty Underwriters Group, LLC, of Oak Creek, Wisconsin (SU).

The University has successfully used a maintenance management service program for a number of years. The program allows departments to replace manufacture-sponsored agreements with coverage offered by SU. In many cases, SU can often offer maintenance coverage at a lower price, with more provider options. The maintenance contract has no dollar requirements, but establishes unit pricing for the coverage. The University estimates a savings of approximately 30% by using this type of arrangement. This contract also accepts the University sponsored procurement card as the recommended form of payment, for further administrative efficiency.

Previous annual expenditures:

	FY10	FY11	FY12	FY13
HSC	\$275,724	\$305,300	\$289,079	\$320,041
Norman	78,161	64,736	52,365	64,258
Tulsa	438	438	5,692	8,209
	<u>\$354,323</u>	<u>\$370,474</u>	<u>\$347,136</u>	<u>\$392,508</u>

FY 14 expenses are estimated to be \$398,000

Award to Specialty Underwriters Group, LLC, was based on a competitive solicitation, issued by the Educational and Institutional Cooperative Service, Inc. (E&I). The University, as a member of the National Association of Educational Procurement (NAEP), is also a member of E&I, the sister group purchasing organization that is used by and serves a great number of colleges and universities in the United States. The competitive solicitation is in keeping with the Board of Regents Policies and Procedures in the acquisition of products and services.

Funding has been identified, is available and budgeted within various departmental accounts.

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

**GENERAL OBLIGATION REFUNDING BONDS – NC**

At its March 2012 meeting the Board of Regents authorized the University’s administration to take advantage of favorable interest rate environments and to issue general, limited and special obligation bonds sufficient to refund all or a portion of the then outstanding revenue specific bond issues. During September 2013 the University’s administration refunded three revenue specific bond issues, realizing gross and present value savings of \$1,939,000 (6.1% of old debt service) and \$1,249,000 (5.6% of refunded principal), respectively.

<u>Refunded Bond Issue</u>	<u>Gross Savings</u>	<u>Present Value Savings</u>
2003A and 2003B Oklahoma Development Finance Authority Revenue Bonds	\$ 288,000 (4.3%)	\$ 274,000 (4.5%)
2004 Research Facility Revenue Bonds	<u>1,651,000 (6.6%)</u>	<u>975,000 (6.6%)</u>
	<u>\$1,939,000 (6.1%)</u>	<u>\$1,249,000 (5.6%)</u>

Two revenue specific bond issues remain outstanding, the 2003 Multiple Facilities Revenue Bonds and the 2004 Student Housing Facilities Revenue Bonds. Cumulatively these bond issues have principal outstanding of \$97,190,000, which the University's administration plans to refund in the next 9 to 15 months for present value savings of no less than 3% of refunded principal.

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

#### **ON-SITE AUTO PARTS INVENTORY FOR FLEET SERVICES – NC**

Board of Regents' policies 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 reports anticipated annual activity, estimated at \$600,000, for an on-site supplier consignment auto parts inventory located in the Fleet Services building. The contract with Genuine Parts Company, dba NAPA Auto Parts of Oklahoma City, supplies Fleet Services with stock on hand for timely vehicle repairs without the associated inventory investment. The contract is enabling Fleet Services to reduce inventory costs associated with investment, holding, obsolescence, shelf life, and loss.

The previous annual expenditure for fiscal year 2013 was \$510,170.

The contract was awarded on a best-value basis, resulting from a previous competitive solicitation. This is the fifth renewal at equivalent pricing.

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

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

#### **GAYLORD FAMILY-OKLAHOMA MEMORIAL STADIUM 2013 MASTER PLAN UPDATE – NC**

This item reports the anticipated activity for review and update of the Gaylord Family Oklahoma Memorial Stadium (GFOMS) Master Plan. Populous (formerly, Hellmuth Obata & Kassabaum, Inc. Sports Facilities Group (HOK)) through its Kansas City office, the current GFOMS Master Plan and project architect, will perform the services related to the review and update of the GFOMS Master Plan. The services and fees will be negotiated by the University consistent with the current engagement of Populous and work previously performed and based on final terms and conditions for the additional work to be performed. Additionally, the University may require that Populous perform additional design services (fees to be negotiated at the time of any such service) related to specific projects, if any, developed and recommended within the updated Master Plan. Any such projects which may be developed or recommended will require additional approval of the Board of Regents consistent with all University capital projects and available funding.

The original Master Plan was developed in 1993. Early projects included the initial development of the academic center in the north end zone, the Barry Switzer Center, west side suites, turf replacement, concourse paving and improvements, accessibility seating improvements, and other initial infrastructure and utility improvements. In 2000, the University authorized Populous to update of the GFOMS Master Plan. From this updated Master Plan, Phase I, completed in 2003, included east side suites; a new club and upper deck addition; seat

maintenance throughout the stadium; renovation of the north end zone academic and administrative space; a new north end zone façade, concourse expansion and entry; and other site and infrastructure improvements. Other phased projects have been presented, approved and completed in furtherance of the updated Master Plan. Phase VI, completed just prior to the 2013 football season, includes renovation and refurbishment of the east suites, the east club, the west suites and Santee Lounge; the addition of family restrooms to the east concourse; roof repairs and improvements; expansion of Sooner Vision; infrastructure and utility improvements and repairs; and additional maintenance, repairs, and improvements.

An update of the Master Plan is consistent with the phased approach to the review, development, and improvements to the GFOMS. The phased projects completed to date necessitate a review and update of the Master Plan to incorporate and assess completed work with continued and future needs. Operational, structural, team facilities, recruiting, and fan experience aspects of the GFOMS also warrant an updated review to incorporate current and future elements that have developed and are anticipated in the future for all aspects of the GFOMS.

The anticipated master plan work will include the comprehensive look at the state of the GFOMS and its surroundings including team facilities, infrastructure, disability seating, the press box, south end zone, seating, suites, club and other premium seating options in all areas of the stadium, entry and arrival, and all other aspects of stadium features and operations to continue the long-term, strategic road map for the venue's success now and into the future.

The comprehensive review will include professional assessment and feasibility market studies to determine demand and revenue opportunities for specific elements of the master plan. A comprehensive plan will help to determine the meaningful moments around Sooner Football Game Day – the traditions, the teams, the student athletes, the fans, and the environment that create a one of a kind experience – and amplify that unique event. The objective will be to develop the most realistic, yet creative revenue and fundraising opportunities and build upon the brand to create the ultimate Sooner Football Experience.

The master plan team will encompass every facet of industry professionals, from branding specialists to engineers, operations analysts, feasibility and market studies, sales, and technology leaders, and sport facility designers. A blend of expertise in team facilities, student athlete development, recruiting impact, displays and historical features, design, brand, marketing, concessions, code compliance, seating options, premium features, fan experience, and all other stadium operations will bring a fresh and independent view not just of the GFOMS, but also to extension of the Sooner brand beyond the stadium walls.

The master plan process will assess the state of the art facilities, improvements, and elements developed world-wide at the collegiate and professional levels in the sports and entertainment industry. The master plan process will explore opportunities to incorporate these state of the art features and elements into design; team and student athlete development facilities; recruiting impact; graphics and displays; sponsor activation; revenue generation; and fan experience all through a variety of research and development means.

Funding for the Gaylord Family Oklahoma Memorial Stadium 2013 Master Plan Update is identified and available from Athletics Department capital funds.

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



**PROPOSALS, CONTRACTS, AND GRANTS**

In accord with Regents' policy, a list of awards and/or modifications in excess of \$250,000 or that establish or make policy for the University, or that otherwise involve a substantial or significant service to be performed by the University are shown on the following pages. Comparative data for fiscal years 2008 through 2013 and current month and year-to-date, are shown on the graphs and tables attached hereto as Exhibit C.

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.

	FY13 Total Expenditures	FY13 YTD Expenditures	FY14 YTD Expenditures
UNIVERSITY OF OKLAHOMA	\$284,439,391	\$48,834,160	\$53,788,737
NORMAN CAMPUS	\$159,395,371	\$28,639,142	\$31,176,160
HEALTH SCIENCES CENTER	\$125,044,020	\$20,195,018	\$22,612,577

President Boren recommended that the Board of Regents ratify the awards and/or modifications for July and August 2013 submitted with this Agenda Item.

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

**COLLEGE OF ARTS & SCIENCES DEAN SEARCH – NC**

In order to begin a national advertised search for the next Dean of the College of Arts & Sciences, the President and Senior Vice President & Provost recommend the appointment of a search committee as outlined below.

Regent’s 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 by the Staff Senate.

Kelly Damphousse, currently serving as Interim Dean of the College, was granted the right to become a candidate for the permanent position when he was appointed to serve as the Interim Dean.

From among those nominated, the President recommends those listed below to serve on the search Committee:

Chair:

Gregg Garn, Dean, Jeannine Rainbolt College of Education

Arts and Sciences Faculty:

Humanities

Nancy LaGreca, Interim Chair & Associate Professor, MLL&L  
Wayne Riggs, Chair and Professor, Philosophy

Social Sciences

Norman Stillman, Professor, History  
Hank Jenkins-Smith, Professor, Political Sciences

Natural/Life/Physical Sciences

Phil Gibson, Associate Professor, Microbiology & Plant Biology  
Ann West, Professor, Chemistry/Biochemistry

Professional Schools/Area Studies

Julie Miller-Cribbs, Interim Director & Professor, Social Work (Tulsa)  
Charles Kimball, Director & Professor, Religious Studies

OU-NC Faculty at large:

Darren Purcell, Associate Professor, Geography & Environmental Sustainability  
Randall Kolar, Interim Director and Professor, CEES  
Sohail Shehada, Assistant Professor, Art & Art History

Faculty Senate:

Ingo Schlupp, Professor, Biology

Staff Senate:

Suzanne Harrell, Manager, Admin & Operations, Dean's Office, Arts & Sciences

Students:

Undergraduate:

Pooja Vijayvargiya, a senior from Enid, Oklahoma, majoring in microbiology, premed, minors in Chemistry, Spanish, Medical Humanities, A&S Leadership Scholars Executive Committee

Taylor Shupert, a junior from Hamilton, Montana, majoring in Letters with a minor in Business, A&S Leadership Scholars Executive Committee

Graduate:

Alyssa Loveless, graduate student from Oklahoma City, Oklahoma, pursuing a Master's degree in Human Relations, member of Graduate Student Senate

External to OU:

Ann Cosgrove, Current Chair of Arts & Sciences Board, from Ardmore, Oklahoma

Sandy Kinney, Past Chair of Arts & Sciences Board of Visitors, from Norman, Oklahoma

Katie Evatt, member of Arts & Sciences Board of Visitors, from New York City, New York

President Boren recommended the Board of Regents approve the appointment of the members of the College of Arts and Sciences Dean Search Committee.

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

#### **MICHAEL F. PRICE COLLEGE OF BUSINESS DEAN SEARCH COMMITTEE – NC**

In order to begin a national advertised search for the next Dean of the Michael F. Price College of Business, the President and Senior Vice President & Provost recommend the appointment of a search committee as outlined below.

Regent's 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 by the Staff Senate.

Daniel Pullin, currently serving as Interim Dean of the College, was granted the right to become a candidate for the permanent position when he was appointed to serve as the Interim Dean.

From among those nominated, the President recommends those listed below to serve on the search Committee:

Chair:

Joseph Harroz, Dean, College of Law

Business Faculty:

Dipankar Ghosh, Professor, Accounting  
Chitru Fernando, Professor, Finance  
Lowell Busenitz, Management & Entrepreneurship  
Michael Buckley, Management & Entrepreneurship  
Laku Chidambaram, Mgt. Information Systems  
Qiong Wang, Mkt. & Supply Chain Mgt.  
Jack Kasulis, Associate Professor & Interim Director

OU Faculty at large:

Sridhar Radhakrishnan, Professor, Computer Science  
David Sabatini, Professor, Civil Engineering & Environmental Science

Faculty Senate:

France Ayres, Professor, Accounting

Staff Senate:

Carl Grant, Associate Dean, University Libraries

#### Students

Undergraduate:

Andrew "Luke" Tucker, a senior from Okemah, OK majoring in Finance & Energy Management

MBA:

Cassandra Brotton from Jenks, Oklahoma who enrolled in the joint JD/MB program. She was a Price Scholar this past summer and interned in both New York City and Dallas for JP Morgan, She will graduate with her JD/MBA degrees in May 2014.

Ph.D.:

Ashley Newton from Springfield, Missouri who is enrolled in the Finance Ph.D. program. She earned her Bachelor's degree from Loyola University.

External to OU:

Michael F. Price, Chairman of the Board, Franklin Mutual Advisers, Inc. Founder & CEO, Mobile Briefs, New York City, New York.

Jon Withrow, President, Sundance Oil Company, Oklahoma City, Oklahoma

Ron Yagoda, Founder & managing partner, DryAz Consulting, Scottsdale, Arizona

Barry Davis, Alliance Business Investment Co. & Davis Venture Partners, Tulsa, Oklahoma

Don Zachritz, Lawyer, Oklahoma City, Oklahoma

President Boren recommended the Board of Regents approve the appointment of the members of the Michael F. Price College of Business Dean Search Committee.

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

**GENERAL OBLIGATION BONDS, SERIES 2014 – NC**

At its March 2013 meeting the Board of Regents authorized the 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 the projects identified below. Legislative approval to issue the bonds has been received.

At this time the University's Administration is preparing for the issuance of general, limited and special obligation bonds in support of the projects listed below.

Campus Streets and Drives	\$ 7,500,000
Real Property Acquisitions	7,200,000
Renovations and Repairs	4,630,000
Utility System Capital Projects	4,500,000
	<u>\$23,830,000</u>

In planning for the bonds contemplated herein, only projects that are currently underway and in need of bond proceeds to complete funding have been included. In each instance, the use of bond proceeds was anticipated and planned for.

Preparation of the disclosure statement (often referred to as the Preliminary Official Statement or POS) will be coordinated by the Financial Advisor with direction and input from the University's administration, Bond Counsel and the State Bond Advisor (i.e., the financing team). The POS will be submitted to the appropriate oversight organizations for review and approval prior to its issuance, will set forth the rating assigned to the University of Oklahoma General, Limited and Special Obligation Bonds, Series 2014 and the plan of financing, and will be provided to investors to assist in their making an investment decision.

The bonds contemplated herein will be secured by a pledge of all lawfully available sources of revenue other than (i) revenues appropriated by the Legislature from tax receipts and (ii) funds whose purpose has been restricted by donors, grantors or payors thereof to a purpose inconsistent with the payment of debt obligations. Underlying the issuance of the bonds, the University's Administration will comply fully with the Board of Regents "Debt Policy", meaning that the bonds will be supported by an achievable financial plan that includes servicing the debt, meeting any new or increased operating costs, and maintaining an acceptable debt service coverage ratio.

President Boren recommended the Board of Regents:

- I. Authorize and approve the issuance on a taxable and/or tax-exempt basis in one or more series of the University of Oklahoma General, Limited and Special Obligation Bonds, Series 2014, in a not to exceed amount of \$24,700,000 including normal costs of issuance and capitalized interest, which will provide funds for the projects described above;
- II. Authorize and approve the borrowing of funds for the purpose of issuing the above mentioned bonds on a taxable or tax-exempt basis in one or more series, paying normal costs of issuance related thereto, providing for bond insurance if necessary, capitalized interest, and any related reserves;
- III. Authorize and approve Resolutions and/or Supplemental Resolutions dated as of this date authorizing the form of the financing documents related thereto, including, but not limited to, a Resolution and/or Supplemental Resolution, a Bond Indenture, a Trust Agreement, a Bond Purchase Agreement, a Continuing Disclosure Agreement, a Preliminary Official Statement and an Official Statement;
- IV. Approve and authorize the award of the sale of the Bonds on either a competitive or negotiated basis based upon the final determination of the financing team and as determined to be in the best financial interest of The University of Oklahoma and authorizing the Executive Vice President and Vice President for Administration and Finance, and the Associate Vice President for Administration and Finance and Chief Financial Officer of the University of Oklahoma – Norman Campus to do all things necessary to consummate the transaction contemplated herein including, but not limited to, execution and delivery of any and all closing documents;
- V. Authorize the Chairman, Vice-Chairman and Executive Secretary of the Board of Regents of The University of Oklahoma to execute and deliver all necessary financing documents and related closing documents required by Bond Counsel;
- VI. Authorize the officers of The University of Oklahoma to execute any closing documents required by Bond Counsel and to take any further action required to consummate the transaction contemplated herein; and,
- VII. Recognize and acknowledge that the University may fund certain costs of the projects described above 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 certain proceeds of the Series 2014 Bonds will be utilized to reimburse the University.

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

## **ELEVATOR RENOVATION FOR FRED JONES JR. MUSEUM OF ART – NC**

The freight elevator servicing the Fred Jones Jr. Museum of Art, original to the building since the late 1960's, is in need of renovation. The elevator replacement parts are increasingly difficult to locate and very costly or obsolete. This upgrade project will renovate and modernize the elevator including replacement of mechanical and electrical components for dependability and efficiency as well as upgrades to the operating system to meet current code requirements.

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

American Elevator Company, Inc.	Oklahoma City
Texas Independent Elevator Company, LLC	Garland, TX

The evaluation team comprised the following individuals:

Soheila Bozorgi, Senior Project Manager, Facilities Management  
 Brian Ellis, Director, Facilities Management  
 Glen Gordon, Electrical Shop Manager, Facilities Management  
 Brad Larson, Senior Buyer, Purchasing  
 Glen Riddle, Elevator Mechanic, Facilities Management

The evaluation criteria were meeting specifications of the bid, project timeframes, experience and price.

The results of the evaluation were as follows:

Supplier	Met specifications	Cost
Texas Independent Elevator Company, LLC	Yes	\$258,377
American Elevator Company, Inc.	Yes	\$367,901

The evaluation team determined that the response by Texas Independent Elevator Company, LLC, of Garland, Texas, the low bidder, met all specifications of the RFP 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 \$258,377, to Texas Independent Elevator Company LLC, of Garland, Texas, the low bidder, for the renovation of the freight elevator in Fred Jones Jr. Museum of Art.

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

## **ROCK TESTING SYSTEM – NC**

The proposed system is a direct shear triaxial system configuration for general testing applications. The rock mechanics testing equipment allows performance of essential research and development tasks that involve important rock properties needed for unconventional reservoir development and to analyze the risk of induced seismicity (earthquakes).

The best-value determination was based on the unique capabilities of the testing system, most critically a temperature rating of 200°C. This is an essential requirement in the research that deals with relatively high temperature rock systems. The level of measurement accuracy of the proposed system surpasses any other similar equipment manufactured in the United States and is critical to the safe operations of a very large and high pressure system. Pricing was determined to be fair and reasonable measured against that of somewhat similar equipment of lower capacity and capability. The cost includes substantial educational research discounts and represents best value to the University.

Funding has been identified, is available, and budgeted within the sponsored research account of Mewbourne School of Petroleum & Geological Engineering.

President Boren recommended the Board of Regents authorize the President or his designee to issue a purchase order in the amount of \$598,800 to MTS Systems Corporation, of Eden Prairie, Minnesota, on a best value basis, for a rock testing system.

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

#### **APPLICANT TRACKING SYSTEM – ALL**

The University's Office of Human Resources (HR) requires a new applicant tracking software system to improve the talent management capabilities for job recruitment processing. The current software system is near end-of-life and no longer meets the University's extensive demands for the recruiting and applicant process as well as meeting accessibility requirements for Section 508 of the Rehabilitation Act.

The proposed software will include a more robust applicant and recruiting tool feature, reporting and analytic tools enhancement and will integrate social media and job boards with additional mobile capabilities.

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

ADP	Alpharetta, Georgia
Aspire HR, Inc.	Dallas, Texas
Cornerstone On Demand	Austin, Texas
ImageTrend, Inc.	Lakeville, Minnesota
NEGOV	El Segundo, California
Oracle America, Inc.	Frisco, Texas
PeopleAdmin, Inc.	Austin, Texas
Zanett Commercial Solutions, Inc.	Carmel, Indiana

The evaluation team comprised the following individuals:

Paul Arcaroli, Assistant Director Communication and Technology Initiatives, Human Resources – Norman Campus  
 Diana Biggerstaff, Assistant Director Employment and Compensation Services, Human Resources – Norman Campus  
 Ron Meek, Assistant Director Employment and Compensation Services, Human Resources – Oklahoma City Campus  
 Craig Sisco, Manager, Purchasing Department

The evaluation criteria were meeting specifications of the bid, including capability to configure to the existing PeopleSoft system, experience, and price.

The results of the evaluation were as follows:

A proposal from Zanett Commercial Solutions, Inc. of Carmel, Indiana was judged unresponsive and excluded from the final evaluation process.

Vendor	System Features	Vendor Requirements/ Pricing	Implementation	Configuration with Current System	Total
Oracle America Inc.	18.5	6	2	9	35.5
Aspire HR, Inc.	18	7.5	2	5	32.5
ImageTrend	16	8	2	5	31
Cornerstone On Demand	17.5	7.5	2	2	29
ADP	15.5	7.5	2	2	27
PeopleAdmin	12	7	2	2	23
NEOGOV	8.5	7.5	2	2	20

The evaluation team determined that the response by Oracle America, Inc., of Frisco, Texas, the best value bidder, was most responsive to the University's specified requirements of the bid, and represents best value to the University.

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

President Boren recommended the Board of Regents authorize the President or his designee to issue a purchase order in the amount of \$333,000, to Oracle America, Inc., of Frisco, Texas, the best value bidder, for an applicant tracking system for the University's Office of Human Resources.

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

## **RENEWAL OF HEALTH AND DENTAL INSURANCE CONTRACTS – ALL**

University Administration requests the Board's authorization to renew the contracts for medical and dental insurance beyond their original termination dates. A re-solicitation is not recommended at this time because of (1) favorable negotiated renewal rates, (2) market uncertainty associated with the implementation of the Affordable Care act, and (3) the compelling need to avoid unnecessarily disrupting current employee-provider relationships.

The University's health benefit program for full time active employees is tiered (six tiers) based on compensation (e.g., employee share of total premium is smallest at the lowest tier and highest at the highest tier). Employees within each tier may choose one of the three plans offered by Blue Cross Blue Shield of Oklahoma: Preferred Provider (PPO), Health Maintenance (HMO), or Health Care Account (HCA). The table below shows selected information to provide a partial representation of the rate increases and their impact on the employee and the University. A complete analysis is provided in the document attached hereto as Exhibit D.



Monthly rate	Tier 1			Tier 3			Tier 6		
	Annual Pay \$30,000 or below			Annual Pay \$42,000 to \$60,000			Annual Pay \$185,000 or above		
	PPO Plan Employee Only			HMO Plan Employee & Spouse			HCA Plan Employee & Family		
	Total	Employee	University	Total	Employee	University	Total	Employee	University
2013	\$434.32	\$0.00	\$434.32	\$1,033.88	\$407.04	\$626.84	\$1,232.34	\$712.04	\$520.30
2014	\$473.30	\$0.00	\$473.30	\$1,167.80	\$484.72	\$683.08	\$1,342.90	\$775.95	\$566.96
\$\$ increase	\$38.98	\$0.00	\$38.98	\$133.92	\$77.68	\$56.24	\$110.56	\$63.91	\$46.66
%% increase	8.97%		8.97%	12.95%	19.08%	8.97%	8.97%	8.98%	8.97%

There will be an overall increase of approximately 10% in University costs. Fees and taxes in the Affordable Care Act account for 3.5% of the total increase.

Delta Dental rates for 2014 remain unchanged.

University staff and health insurance consultants will examine the University’s health insurance strategy over the next year and recommend actions to manage health care costs, deliver high quality care, and comply with the rapidly changing regulatory environment.

President Boren recommended the Board of Regents authorize:

- I. Additional renewal of the contract with BlueCross BlueShield of Oklahoma, of Tulsa for 2014; and
- II. Additional renewal of the contract with Delta Dental Plans of Oklahoma, of Oklahoma City for 2014.

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

**AIR CHARTER SERVICE FOR 2013-2014 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:

- |                         |                         |
|-------------------------|-------------------------|
| Ameristar Jet           | Addison, Texas          |
| Delta Airlines          | Atlanta, Georgia        |
| Global Air Services     | Ft. Lauderdale, Florida |
| My Charter, LLC         | Salem, New Hampshire    |
| Premier Charter Network | Castle Rock, Colorado   |
| Private Jet Services    | Seabrook, New Hampshire |
| STM Charters            | Waterloo, Iowa          |
| United Airlines         | Houston, Texas          |

The evaluation committee comprised the following individuals:

Brandon Hall, Director of Business Operations, Athletics Department  
 Luther Lee, Associate Athletics Director/CFO, Athletics Department  
 Larry Naifeh, Executive Associate Director, Athletics 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
Premier Charter Network		X	X	\$274,510	No Bid	\$274,510
Private Jet Services		X	X	\$290,662	\$407,483	\$698,145
Global Air Services	X	X	X	\$298,155	\$471,335	\$769,490
United Airlines	X	X	X	\$343,047	\$437,199	\$780,246
STM Charters	X	X	X	\$384,919	\$509,051	\$893,970
Ameristar Jet	X	X	X	\$384,000	\$562,000	\$946,000
Delta Airlines	X	X	X	\$519,374	\$430,713	\$950,057
My Charter, LLC		X	X	\$282,120	\$764,700	\$1,046,820

The committee recommends award to United 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 budgeted 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 \$780,246 to United Airlines, of Houston, Texas, to provide air charter services to the University of Oklahoma men's and women's basketball teams for the 2013-2014 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 Weitzenhoffer moved approval of the recommendation. The following voted yes on the motion: Regents Clark, Stuart, Weitzenhoffer, Bennett, Humphreys and Rainbolt-Forbes. The Chair declared the motion unanimously approved.

**BLEACHER REPLACEMENT FOR MCCASLAND FIELD HOUSE – NC**

The existing portable bleachers in McCasland Field House are in need of replacement and increased seating capacity is also necessary. To meet current configuration setup of the seating, the portable replacement bleachers must match height requirements and maintain a uniform appearance with existing side bleachers.

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

Oklahoma Automatic Door Company, Inc.	Oklahoma City
Performance Surfaces, LLC	Oklahoma City

The evaluation team comprised the following individuals:

Danny Davis, Assistant Athletic Director, Event and Facilities, Athletics  
 Brad Larson, Senior Buyer, Purchasing  
 Luther Lee, Associate Athletic Director, Chief Financial Officer, Athletics  
 Larry Naifeh, Executive Associate Athletic Director, Athletics

The evaluation criteria were meeting specifications of bid, project timeframes experience and price.

The results of the evaluation were as follows:

Supplier	Met specifications	Cost
Oklahoma Automatic Door Company, Inc.	Yes	\$314,313
Performance Surfaces, LLC	Yes	\$409,131

The evaluation team determined that the response by Oklahoma Automatic Door Company, Inc., of Oklahoma City, the low bidder, met all requirements of the solicitation, represents best value to the University, and merits the above recommended action.

Funding has been identified, is available and budgeted within the Athletic Department operating budget.

President Boren recommended the Board of Regents authorize the President or his designee to issue a purchase order in the amount of \$314,313, to Oklahoma Automatic Door Company, Inc., of Oklahoma City, the low bidder, for the replacement of portable bleachers in the McCasland Field House.

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

**FISCAL YEAR 2013 INDEPENDENT AUDITS – NC & HSC**

At the October 2013 meeting of the Board of Regents’ Finance and Audit Committee, Cole & Reed P.C. presented for the fiscal year ended June 30, 2013, the “Independent Auditors’ Report”, the Audited Financial Statements, and the “Independent Auditors’ Report on Internal Control Over Financial Reporting and on Compliance and Other Matters”. The audits were conducted in accordance with auditing standards generally accepted in the United State of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

At the same meeting, Cole & Reed presented for the fiscal year ended June 30, 2013, the "Independent Auditors' Report on Compliance for Each Major Program; Report on Internal Control over Compliance; and Report on Schedule of Expenditures of Federal Awards Required by OMB Circular A-133" based on audits of the Norman Campus and Health Sciences Center Campus. These audits were conducted in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

President Boren recommended the Board of Regents:

- I. Accept the fiscal year 2012-2013 independent auditors' reports and audited financial statements for the Norman Campus and Health Sciences Center Campus; and
- II. Accept the fiscal year 2012-2013 independent auditors' reports on compliance and schedules of expenditures of federally funded awards for the Norman Campus and Health Sciences Center Campus.

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

#### **ACQUISITION AND SALE OF PROPERTY, BAYOU DRIVE – NC**

The University administration recommends that it be authorized to pursue the sale of the property described above located on Bayou Drive, Alvin, Texas, Brazoria County. The proceeds will be deposited into The Ann A. Bowles Educational Trust which will be placed in a permanent endowment. Annual distribution from the income generated from this permanent endowment will fund scholarships in the name of the Ann A. Bowles Educational Trust.

The University has a contract for sale contingent upon approval by the Board of Regents. The sale price is supported by an independent third party appraisal -- though it is being sold for below the appraised value, the price is appropriate considering the circumstances and has the approval of the University's Development Office, and complies with Regents' policy.

Both the sale contract and appraisal are on file in the Board of Regents Office. A map of the location is attached hereto as Exhibit E.

President Boren recommended the Board of Regents authorize University administration to sell property located on Bayou Drive, Brazoria County, Alvin, Texas.

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

#### **ACQUISITION AND SALE OF PROPERTIES, PAGE STREET – NC**

The University administration recommends that it be authorized to pursue acquisition of the properties listed above located in the mid-block of Page Street, Norman. The location of the property is contiguous with other University property, which makes this a strategic and desirable acquisition. A map of the location is attached hereto as Exhibit F.

The University has a contract for purchase contingent upon approval by the Board of Regents. The purchase price is supported by an independent third party appraisal, and the proposed acquisition complies with Regents' policy. Both the purchase contract and appraisal are on file in the Board of Regents Office.

Funding has been identified, is available and budgeted within Real Estate Operations resources.

President Boren recommended the Board of Regents authorize the University administration to acquire properties located at 123 and 125 Page Street, Cleveland County, Norman.

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

### **ACADEMIC PERSONNEL ACTIONS – NC & HSC**

#### Health Sciences Center:

#### LEAVE(S) OF ABSENCE:

Buck, Tara Romasanta, Assistant Professor of Psychiatry, Tulsa, and The Oxley Foundation Chair in Child and Adolescent Psychiatric Research, return from leave of absence with full pay, October 1, 2013.

Herring, Holly Renee, Assistant Professor of Pharmacy Clinical and Administrative Sciences, medical leave of absence with pay, August 29, 2013 through November 26, 2013.

Nembhard, Virginia N., Associate in Anesthesiology, leave of absence without pay, August 12, 2013 through September 2, 2013; return from leave of absence with full pay, September 3, 2013.

Richardson, Sandra Marie, Assistant Professor of Nutritional Sciences, leave of absence without pay, September 5, 2013 through June 30, 2014.

Wagh, Walter Scott, Clinical Assistant Professor of Operative Dentistry, leave of absence without pay, September 10, 2013 through January 1, 2014.

#### NEW APPOINTMENT(S):

Eddington, Angelica R., Ph.D., Assistant Professor of Pediatrics, annualized rate of \$76,000 for 12 months (\$6,333.33 per month), September 1, 2013 through June 30, 2014. New consecutive term appointment. University base \$45,000; departmental salary \$31,000. Changing from Fellow to Faculty.

Goree, Allison L., Clinical Instructor in Surgery, annualized rate of \$86,994 for 12 months (\$7,249.48 per month), September 1, 2013 through June 30, 2014. Changing from Staff to Faculty.

Hsu, Monica S., M.D., Clinical Assistant Professor of Obstetrics and Gynecology, Tulsa, annualized rate of \$84,000 for 12 months (\$7,000.00 per month), September 1, 2013 through June 30, 2014. University base \$50,000; departmental salary \$34,000.

Johnson, Daniel Alric, Ph.D., Clinical Assistant Professor of Radiation Oncology, annualized rate of \$80,000 for 12 months (\$6,666.67 per month), October 1, 2013 through June 30, 2014. Changing from Staff to Faculty.

Lawrence, Jr., Charles Anthony, M.D., Assistant Professor of Radiological Sciences, annualized rate of \$60,000 for 12 months (\$5,000.00 per month), September 16, 2013 through June 30, 2014. New consecutive term appointment.

Makkar, Abhishek, M.D., Assistant Professor of Pediatrics, annualized rate of \$75,000 for 12 months (\$6,250.00 per month), September 16, 2013 through June 30, 2014. New consecutive term appointment. University base \$70,000; departmental salary \$5,000.

Marin, Monica T., M.D., Clinical Instructor in Pediatrics, annualized rate of \$60,796 for 12 months (\$5,066.33 per month), October 1, 2013 through June 30, 2014. Changing from Resident to Faculty.

McCabe, Klanci M., Ph.D., Assistant Professor of Pediatrics, annualized rate of \$76,000 for 12 months (\$6,333.33 per month), August 31, 2013 through June 30, 2014. New consecutive term appointment. University base \$45,000; departmental salary \$31,000.

Nelson, Julie, Ph.D., Clinical Assistant Professor of Geriatrics, annualized rate of \$72,000 for 12 months (\$6,000.00 per month), September 9, 2013 through June 30, 2014.

Tibrewal, Mahima, M.D., Clinical Assistant Professor of Pediatrics, annualized rate of \$70,000 for 12 months (\$5,833.33 per month), September 9, 2013 through June 30, 2014. University base \$65,000; departmental salary \$5,000.

Ward, Stephen Craig, M.D., Assistant Professor of Obstetrics and Gynecology, Tulsa, and Medical Director, Women's Health Care Specialties, College of Medicine, Tulsa, annualized rate of \$86,000 for 12 months (\$7,166.67 per month), September 1, 2013 through June 30, 2014. New consecutive term appointment. University base \$50,000; departmental salary \$36,000.

Wilkes, Paul W., D.D.S., Clinical Assistant Professor of Removable Prosthodontics, annualized rate of \$20,000 for 12 months (\$1,666.67 per month), 0.20 time, October 1, 2013 through June 30, 2014.

Yozzo, Melody J., Clinical Assistant Professor of Family Medicine, Tulsa, annualized rate of \$90,000 for 12 months (\$7,500.00 per month), September 1, 2013 through June 30, 2014. University base \$65,000; departmental salary \$25,000. Changing from Staff to Faculty.

#### REAPPOINTMENT(S):

Lyons, Timothy, M.D., reappointed Professor of Research, Department of Medicine, annualized rate of \$50,000 for 12 months (\$4,166.67 per month), 0.20 time, September 1, 2013 through June 30, 2014.

Weiner, David E., D.D.S., reappointed Professor Emeritus of Periodontics, annualized rate of \$30,000 for 12 months (\$2,500.00 per month), 0.20 time, October 1, 2013 through June 30, 2014.

#### CHANGE(S):

Al-Ubaidi, Muayyad, Professor and Vice Chair of Cell Biology, and Professor of Neurosciences, salary changed from annualized rate of \$119,655 for 12 months (\$9,971.25 per month) to annualized rate of \$152,491 for 12 months (\$12,707.58 per month), July 1, 2013 through June 30, 2014. Correction to FY14 Budget. University base \$72,930.

Alleman, Anthony, Associate Professor of Radiological Sciences, title changed from Interim Chair to Chair of Radiological Sciences; given additional title The Bob G. Eaton Chair in Radiological Sciences, salary changed from annualized rate of \$80,000 for 12 months (\$6,666.67 per month) to annualized rate of \$240,000 for 12 months (\$20,000.00 per month), October 24, 2013 through June 30, 2014. Includes an administrative supplement of \$120,000 while serving as Chair of Radiological Sciences. University base \$120,000.

Blebea, Judy Sanna, Clinical Professor of Radiological Sciences and Clinical Professor of Emergency Medicine, Tulsa, annualized rate of \$60,000 for 12 months (\$5,000.00 per month), changed in FTE from 0.55 time to 0.65 time, October 1, 2013 through June 30, 2014. Change in FTE.

Deshpande, Swapna Nishikant, Clinical Assistant Professor of Psychiatry and Behavioral Sciences, 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, October 1, 2013 through June 30, 2014.

Foulks, Charles Jerome, Professor of Internal Medicine, Tulsa, and The C.S. Lewis, Jr., M.D., Chair in Internal Medicine; titles Chair of Internal Medicine, Tulsa, and Senior Associate Dean for Clinical Affairs and Chief Administrative Officer, OU Physicians, deleted, October 31, 2013.

Hall, Brian Geoffrey, title changed from Assistant Professor to Clinical Assistant Professor of Pediatrics, Tulsa, November 1, 2013.

Halliday, Nancy Louise, Associate Professor of Cell Biology, given additional title Adjunct Associate Professor of Family and Preventive Medicine, August 1, 2013.

Kendrick, David, Associate Vice Provost for Strategic Planning; The George Kaiser Family Foundation Chair in Community Medicine; Clinical Associate Professor of Internal Medicine, Tulsa; and Clinical Associate Professor of Pediatrics, Tulsa; title Director of Medical Informatics, College of Medicine, Tulsa, deleted; given additional title Chair of Medical Informatics, College of Medicine, Tulsa, October 1, 2013.

Kientz, Emma Jean, Assistant Professor of Nursing, Tulsa, given additional title Site Coordinator, College of Nursing, Tulsa, salary changed from annualized rate of \$77,660 for 12 months (\$6,471.67 per month) to annualized rate of \$80,660 for 12 months (\$6,721.67 per month), September 1, 2013 through June 30, 2014. Includes administrative supplements of \$13,000 while serving as Site Coordinator, College of Nursing, Tulsa, and \$3,500 while serving as Traditional BSN Program Coordinator. University base \$64,160.

Kirkpatrick, DeNae Micae, Clinical Assistant Professor of Pediatric Dentistry, given additional title Director, General Practice Residency Program, Children's Hospital, August 1, 2013.

Kropp, Bradley P., Professor of Urology, title Interim Chair of Urology, deleted, September 1, 2013.

Lamb, Michelle Marie, Clinical Assistant Professor of Pharmacy Clinical and Administrative Sciences, Tulsa, salary changed from annualized rate of \$94,500 for 12 months (\$7,875.00 per month), full time, to annualized rate of \$56,700 for 12 months (\$4,725.00 per month), 0.60 time, October 1, 2013 through June 30, 2014. Change in FTE.

McCloskey, Cindy Beth, Assistant Professor of Pathology, given additional title The Jordan-Heartland Professorship of Pathology Housestaff Education, salary changed from annualized rate of \$60,000 for 12 months (\$5,000.00 per month) to annualized rate of \$65,000 for 12 months (\$5,416.67 per month), August 12, 2013 through June 30, 2014. Includes an administrative supplement of \$5,000 while holding the endowed professorship. University base \$60,000.

Nunley, Caleb A., title changed from Assistant Professor to Clinical Assistant Professor of Family Medicine, Tulsa, salary changed from annualized rate of \$65,000 for 12 months (\$5,416.67 per month), full time, to annualized rate of \$33,800 for 12 months (\$2,816.67 per month), 0.52 time, September 16, 2013 through June 30, 2014. Change in FTE.

Sawh, Ravindranauth, Assistant Professor of Pathology, title The Jordan-Heartland Professorship of Pathology Housestaff Education deleted, August 12, 2013.

Schumann, John, Associate Professor of Internal Medicine, Tulsa, given additional title The Gussman/Adelson Chair in Internal Medicine, July 30, 2013.

Spies, Alan R. title changed from Associate Professor to Clinical Associate Professor of Pharmacy Clinical and Administrative Sciences, salary changed from annualized rate of \$110,000 for 12 months (\$9,166.67 per month), full time, to annualized rate of \$55,000 for 12 months (\$4,583.33 per month), 0.50 time, September 1, 2013 through June 30, 2014.

Yaffe, Angela K., Clinical Assistant Professor of Pediatrics, salary changed from annualized rate of \$65,000 for 12 months (\$5,416.67 per month), full time, to agreed contract rate not to exceed \$25,000, 0.05 time, October 24, 2013 through June 30, 2014.

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

Baguidy, Flauryse M., Clinical Assistant Professor of Operative Dentistry, August 24, 2013

Blader, Ira, Associate Professor of Microbiology and Immunology, and Adjunct Associate Professor of Ophthalmology, September 20, 2013. Accepted a position at University of Buffalo.

Cheatham, Kimberly Ann, Clinical Assistant Professor of Family Medicine, Tulsa, and Program Director, Department of Family Medicine, Tulsa, September 23, 2013.

Davis, Elisa A., Clinical Assistant Professor of Pediatrics, September 6, 2013. Accepted a position at the Warren Clinic, Stillwater, OK.

Michienzi, Joseph W., Assistant Professor of Surgery, September 20, 2013.

Natarajan, Balasubramani, Assistant Professor of Radiological Sciences, October 21, 2013.

Parham, David Marion, Professor of Pathology and The James Park Dewar, M.D. Professorship in Pathology, September 30, 2013. Accepted a position at the Children's Hospital of Los Angeles.

Ruan, Chun, Associate Professor of Radiological Sciences, October 25, 2013

Test, Victor James, Professor of Internal Medicine, Tulsa, and The George Kaiser Family Foundation Chair in Pulmonary and Critical Care, September 20, 2013. Accepted a position at Texas Tech University.

#### RETIREMENT(S):

Blanco, Luis J., Professor of Fixed Prosthodontics and The Connie and H.T. Shillingburg Professorship in Fixed Prosthodontics, September 1, 2013. Named Professor Emeritus of Fixed Prosthodontics.

Henderson, Linda Carson, Associate Professor of Research, Department of Health Promotion Sciences, and Adjunct Associate Professor of Geriatrics, October 1, 2013.



Norman Campus:

## LEAVE(S) OF ABSENCE:

Foote, Joe S., Dean and Professor of Gaylord College of Journalism and Mass Communication and Gaylord Family Chair #1, family and medical leave of absence, March 7, 2013 through August 1, 2013.

Raadschelders, Julie, Assistant Professor of Liberal Studies, family and medical leave of absence, May 30, 2013.

Robb Larkins, Erika, Assistant Professor of International and Area Studies and Wick Cary Professor in International Studies #1, leave of absence with partial pay, salary changed from annualized rate of \$65,000 for 9 months (\$7,222.22 per month) 1.00 time to annualized rate of \$49,400 for 9 months (\$5,488.89 per month) 0.76 time, August 16, 2013 through May 15, 2014. Social Science Research Council Fellowship. Correction to September 2013 agenda.

Welch, Kathleen E., Professor of English and Samuel Roberts Noble Presidential Professor, return from family and medical leave of absence, August 26, 2013.

Sabbatical Leaves of Absence – Spring Semester 2014 (with full pay)

Thulasiraman, Krishnaiyan, Professor of Computer Science and Hitachi Chair in Computer Science, sabbatical leave of absence with full pay, January 1, 2014 through May 15, 2014.

Proposed project plan is to co-edit a handbook on Graph Theory and Algorithms. The book will be approximately 800 pages and it is under contract with CRC Press. Work will take place in Norman, OK, with some time spent at the Naval Postgraduate School in Monterey, CA. Faculty appointment: 08/16/94. Previous leaves taken: Sabbatical with full pay 08/16/00 to 12/31/00; Sabbatical with full pay 08/16/07 to 12/31/07. Other elective courses will be offered.

## NEW APPOINTMENT(S):

Isom, Bradley M., Ph.D., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, annualized rate of \$95,000 for 12 months (\$7,916.67 per month), September 30, 2013.

Paid from grant funds; subject to availability of funds.

Mirkamali, Ali, Ph.D., Research Scientist, Advanced Radar Research Center, annualized rate of \$60,000 for 12 months (\$5,000.00 per month), September 23, 2013. Paid from grant funds; subject to availability of funds.

Virani, Iqbal A. Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, annualized rate of \$62,000 for 12 months (\$5,166.67 per month), September 15, 2013. Paid from grants funds; subject to availability of funds.

Yukihiro, Kozaburo, Professor Emeritus of Dance, rate of \$1,500 for 4.5 months (\$333.33 per month), 0.10 time, October 28, 2013 through December 31, 2013.

## REAPPOINTMENT(S):

Baca, Alvaro E., reappointed Adjunct Lecturer of Law, rate of \$15,000 for 4.5 months (\$3,333.33 per month), 0.45 time, August 16, 2013 through December 31, 2013.

McNichols, William J., reappointed Professor Emeritus of Law, rate of \$10,000 for 4.5 months (\$2,222.22 per month), 0.33 time, August 16, 2013 through December 31, 2013.

Raadschelders, Julie, reappointed to a three-year renewable term as Assistant Professor of Liberal Studies, annualized rate of \$80,500 for 12 months (\$6,708.33 per month), July 1, 2013 through June 30, 2016.

Rideout, Roger R., reappointed as Adjunct Instructor of Music, rate of \$16,000 for 4.5 months (\$3,555.56 per month), 0.50 time, August 16, 2013 through December 31, 2013.

Roberts, Theodore P., reappointed Professor Emeritus of Law, rate of \$15,000 for 4.5 months (\$3,333.33 per month), 0.45 time, August 16, 2013 through December 31, 2013

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, salary changed from annualized rate of \$196,623 for 9 months (\$21,851.39 per month) to annualized rate of \$197,423 for 9 months (\$21,940.28 per month), August 16, 2013. Compression increase.

Armer, Christine B., Instructor of Anthropology, annualized rate of \$33,500 for 9 months (\$3,722.22 per month), additional stipend of \$4,200 for increased teaching duties in the Department of Anthropology, August 16, 2013 through December 31, 2013.

Bierman, James E., Associate Professor of Bibliography and Engineering Library, salary changed from annualized rate of \$48,000 for 12 months (\$4,000.00 per month) to annualized rate of \$50,000 for 12 months (\$4,166.67 per month), July 1, 2013. Minimum faculty salary.

Burgess, Donald W., Research Fellow, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$110,383 for 12 months (\$9,198.61 per month), 0.72 time, to annualized rate of \$127,707 for 12 months (\$10,642.28 per month), 0.83 time, October 1, 2013. Paid from grant funds; subject to availability of funds.

Butzer, Hans E., Professor and Director of Division of Architecture, Carlisle and Lurline Mabrey Presidential Professor and A. Blaine Imel, Jr. Professor of Architecture, delete title Graduate Liaison of Division of Architecture, salary changed from annualized rate of \$162,543 for 12 months (\$13,545.25 per month) to annualized rate of \$158,943 for 12 months (\$13,245.25 per month), November 1, 2013.

Davis, Dennis, Lecturer of Journalism and Mass Communication, salary changed from annualized rate of \$75,000 for 9 months (\$8,333.33 per month), 1.00 time, to annualized rate of \$39,830 for 9 months (\$4,425.57 per month), 0.50 time, January 1, 2014 through May 15, 2014.

Deng, Jinsong, Scholar, Civil Engineering and Environmental Science, salary changed from annualized rate of \$39,600 for 12 months (\$3,300.00 per month), 0.50 time, to annualized rate of \$43,200 for 12 months (\$3,600.00 per month), 0.50 time, September 1, 2013.

Dietrich, Joel K., Associate Professor of Architecture, given additional title Graduate Liaison of Division of Architecture, salary changed from annualized rate of \$78,539 for 9 months (\$8,726.58 per month) to annualized rate of \$82,139 for 9 months (\$9,126.58 per month), November 1, 2013.

Dunbar, Norah E., Associate Professor of Communication, salary changed from annualized rate of \$93,250 for 9 months (\$10,361.11 per month) to annualized rate of \$83,250 for 9 months (\$9,250.00 per month), January 1, 2014. IARPA grant ending.

Foster, Charles E., Instructor of Anthropology, annualized rate of \$34,537 for 9 months (\$3,837.40 per month), additional stipend of \$4,200 for increased teaching duties in the Department of Anthropology, August 16, 2013 through December 31, 2013.

Franklin, Lori D., Clinical Assistant Professor of Social Work at Tulsa, annualized rate of \$60,783 for 12 months (\$5,065.25 per month), additional stipend of \$5,400 for serving as Graduate Liaison of Anne and Henry Zarrow School of Social Work, July 1, 2013 through June 30, 2014.

Golomb, Liorah A., Associate Professor of Bibliography and Librarian of Humanities, salary changed from annualized rate of \$48,290 for 12 months (\$4,024.17 per month) to annualized rate of \$50,000 for 12 months (\$4,166.67 per month), July 1, 2013. Minimum faculty salary.

Heinze, Eric A., Associate Professor of International and Area Studies and of Political Science, annualized rate of \$84,999 for 9 months (\$9,444.33 per month), additional stipend of \$3,000 for serving as Director of Graduate Studies in the Department of International and Area Studies, August 16, 2013 through December 31, 2013.

Jones, Charlotte A., Research Associate, K20 Center for Educational and Community Renewal, salary changed from annualized rate of \$39,720 for 12 months (\$3,310.01 per month), 0.60 time, to annualized rate of \$40,012 for 12 months (\$3,409.31 per month), 0.60 time, August 1, 2013. Paid from grant funds; subject to availability of funds.

Miller-Cribbs, Julie E., Professor and Assistant Director of the Anne and Henry Zarrow School of Social Work, given additional title Interim Director of Anne and Henry Zarrow School of Social Work, salary remains at annualized rate of \$107,549 for 12 months (\$8,962.42 per month), July 1, 2013.

Pittenger, Dominique M., title changed from Research Associate to Research Assistant Professor of College of Engineering, salary changed from annualized rate of \$58,497 for 12 months (\$4,874.75 per month), 0.75 time, to annualized rate of \$71,000 for 12 months (\$5,916.67 per month), October 1, 2013.

Pulat, Pakize S., Professor of Industrial and Systems Engineering and Howard and Suzanne Kauffmann Chair in Engineering, title changed from Associate Dean to Senior Associate Dean of College of Engineering, salary changed from annualized rate of \$194,781 for 12 months (\$16,231.77 per month) to annualized rate of \$220,000 for 12 months (\$18,333.33 per month), January 1, 2014.

Qi, Yanrong, Instructor of Modern Languages, Literatures, and Linguistics, annualized rate of \$43,177 for 9 months (\$4,797.39 per month), additional stipend of \$4,200 for increased teaching duties in the Department of Modern Languages, Literatures, and Linguistics, August 16, 2013 through December 31, 2013.

Sealy, Leroy J., Instructor of Anthropology, annualized rate of \$33,102 for 9 months (\$3,677.97 per month), additional stipend of \$4,200 for increased teaching duties in the Department of Anthropology, August 16, 2013 through December 31, 2013.

Steele, Thomas D., Assistant Professor of Bibliography and Science and Technology Cataloger, salary changed from annualized rate of \$43,260 for 12 months (\$3,605.00 per month) to annualized rate of \$44,000 for 12 months (\$3,666.67 per month), July 1, 2013. Minimum faculty salary.

Stumpf, Gregory J., Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$104,954 for 12 months (\$8,746.16 per month) to annualized rate of \$112,953 for 12 months (\$9,412.75 per month), October 1, 2013. Paid from grant funds; subject to availability of funds.

Tang, Lin, title changed from Postdoctoral Research Associate to Research Scientist of Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$46,509 for 12 months (\$3,875.75 per month) to annualized rate of \$60,000 for 12 months (\$5,000.00 per month), October 1, 2013. Paid from grant funds; subject to availability of funds.

Wang, Yadong, title changed from Postdoctoral Research Associate to Research Scientist of Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$46,509 for 12 months (\$3,875.75 per month) to annualized rate of \$60,000 for 12 months (\$5,000.00 per month), October 1, 2013. Paid from grant funds; subject to availability of funds.

Wattley, Cheryl B., Professor of Law and Director of Clinical Legal Education, annualized rate of \$136,781 for 12 months (\$11,398.42 per month), additional stipend of \$11,000 for increased teaching duties in the College of Law, September 19, 2013 through December 31, 2013.

Weldon, Stephen P., Assistant Professor of History of Science and History of Science Society Bibliographer, salary changed from annualized rate of \$57,959 for 9 months (\$6,439.89 per month) to annualized rate of \$59,459 for 9 months (\$6,606.56 per month), August 16, 2013. College compression increase.

Wells, Steven P., Clinical Associate Professor of Social Work, annualized rate of \$65,619 for 12 months (\$5,468.25 per month), additional stipend of \$6,000 for serving as Undergraduate Coordinator in the Anne and Henry Zarrow School of Social Work, August 16, 2013 through August 15, 2014.

#### NEPOTISM WAIVER(S):

Klein, Misha, Associate Professor of Anthropology and of Women's and Gender Studies, annualized rate of \$55,104 for 9 months (\$6,122.67 per month). Dr. Misha Klein is the wife of Dr. Sean O'Neill, Associate Professor of Anthropology and member of Department of Anthropology Committee A. Dr. O'Neill will recuse himself from any issue concerning Dr. Klein that should come before Committee A. A Nepotism Waiver Management Plan has been reviewed and approved.

#### RESIGNATION(S)/TERMINATION(S):

Hu, Ziping, Postdoctoral Research Associate, Electrical and Computer Engineering, October 1, 2013.

Lipe, Marlys G., Professor of Accounting and Rath Chair in Accounting, January 1, 2014.

Niu, Shuli, Research Assistant Professor of Microbiology and Plant Biology, October 1, 2013.

Wang, Guanghua, Scholar of Civil Engineering and Environmental Science, October 1, 2013.

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

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

## DEATH(S):

President Boren regretted to report the following death(s):

Kanak, N. Jack, Professor Emeritus of Psychology, October 16, 2013.

Scheffer, Walter F., Regents' Professor Emeritus of Political Science, October 1, 2013.

**ADMINISTRATIVE AND PROFESSIONAL PERSONNEL ACTIONS – NC & HSC**Health Sciences Center:

## TRANSFER(S):

McCombs, Rachel K., Staff Attorney, Legal Counsel, Provost, transferring from Norman campus to Health Sciences Center, annualized rate of \$75,000 for 12 months (\$6,250.00 per month), October 21, 2013. Professional Nonfaculty. Benefits will be uninterrupted.

## APPOINTMENT(S):

Cook, Brandi Niccole, Staff Dental Hygienist, OU Physicians CHP Clinics, College of Medicine, annualized rate of \$74,090 for 12 months (\$6,174.13 per month), August 29, 2013. Professional Nonfaculty.

Langthorn, Barbara, Physician Assistant II, OU Physicians CHC, College of Medicine, annualized rate of \$93,000 for 12 months (\$7,750.00 per month), October 7, 2013. Professional Nonfaculty.

Macias, Lisa P., Outreach Liaison, Case Management, College of Nursing, annualized rate of \$64,000 for 12 months (\$5,333.34 per month), September 30, 2013. Professional Nonfaculty.

Morris, Diep Bich, Physician Assistant I, CMT Family Medicine Clinic, College of Medicine - Tulsa, annualized rate of \$83,467 for 12 months (\$6,955.59 per month), September 16, 2013. Professional Nonfaculty.

Payne, Horace Daniel, Assistant Director of Operations for Mechanical, Electrical, and Plumbing, Facilities Management & Capital Planning, Administration & Finance, annualized rate of \$76,284 for 12 months (\$6,357.01 per month), September 30, 2013. Managerial Staff.

## REAPPOINTMENT(S):

Caton, James Randall, Facility Director, Facilities Management & Capital Planning, Administration & Finance, annualized rate of \$110,000 for 12 months (\$9,166.67 per month), September 30, 2013. Administrative Staff.

Freede Owens, Margaret W., Lead Clinical Research Nurse, Medicine Gastroenterology, College of Medicine, annualized rate of \$85,000 for 12 months (\$7,083.34 per month), September 23, 2013. Professional Nonfaculty.

## CHANGE(S):

Albertson, Jr., James S., title changed from Campus Police Assistant Chief, Campus Police, Administration & Finance, to Acting Chief Campus Police and Safety, Campus Police, Administration & Finance, September 1, 2013. Administrative Officer. Internal promotion.

Berrett, Dianna H., title changed from Sponsored Program Coordinator, Bedlam Community and Campus, College of Medicine - Tulsa, to Program Manager, Bedlam Community and Campus, College of Medicine - Tulsa, salary changed from an annualized rate of \$58,813 for 12 months (\$4,901.09 per month) to an annualized rate of \$70,000 for 12 months (\$5,833.34 per month), October 1, 2013. Administrative Staff. Reclassification.

Chacko, Julie Mary, Nurse Practitioner, Medicine Cardiology, College of Medicine, salary changed from an annualized rate of \$81,833 for 12 months (\$6,819.41 per month) to an annualized rate of \$62,193 for 12 months (\$5,182.76 per month), October 1, 2013. Professional Nonfaculty. FTE change from 100% to 76%.

Hamilton, Sarah V., title changed from Administrative Manager, Medicine Pulmonary, College of Medicine, to Clinical Departmental Business Administrator, Psychiatry & Behavioral Sciences, College of Medicine, salary changed from an annualized rate of \$58,138 for 12 months (\$4,844.76 per month) to an annualized rate of \$100,000 for 12 months (\$8,333.34 per month), November 1, 2013. Administrative Staff. Promotion.

Holderread, Bethany P., title changed from Clinical Pharmacist, Pharmacy Management Consultant, College of Pharmacy, to Pharmacist Coordinator, Pharmacy Management Consultant, College of Pharmacy, salary changed from an annualized rate of \$94,000 for 12 months (\$7,833.34 per month) to an annualized rate of \$100,000 for 12 months (\$8,333.34 per month), October 1, 2013. Professional Nonfaculty. Reclassification.

Ikard, Benjamin J., OU Cancer Center Project Manager, Stephenson Cancer Center, College of Medicine, salary changed from an annualized rate of \$57,719 for 12 months (\$4,809.92 per month) to an annualized rate of \$63,433 for 12 months (\$5,286.10 per month), October 1, 2013. Professional Nonfaculty. Additional duties.

Odom, Amanda K., Physician Assistant II, department changed from OU Physicians CHC, College of Medicine, to OU Physicians Faculty Clinics, College of Medicine, September 1, 2013. Professional Nonfaculty. Department transfer.

Pham, Thai Q., title changed from LAN Support Specialist IV, CAH IT & ISS, College of Allied Health, to Technical Analyst, Office of the Provost, Provost, salary changed from an annualized rate of \$56,922 for 12 months (\$4,743.50 per month) to an annualized rate of \$70,000 for 12 month (\$5,833.34 per month), November 9, 2013. Professional Nonfaculty. Promotion.

Tennery, Cheri C., title changed from Sponsored Program Coordinator, Cancer Center Clinical Services, College of Medicine, to Senior Clinic Manager, Cancer Center Clinical Services, College of Medicine, October 1, 2013. Managerial Staff. Lateral transfer.

#### RETIREMENT(S):

Dunn, Laura Helen, Director of Education & Simulation Center Operations, CMT Office of the Dean, College of Medicine - Tulsa, September 11, 2013.

Thurman, Stephanie A., General Accounting Manager, Pediatrics, College of Medicine, October 10, 2013.

#### RESIGNATION(S)/TERMINATION(S):

Hayes, Jon T., Senior Clinical Departmental Business Administrator, Pediatrics, College of Medicine, September 20, 2013. Resignation-other position.

Hinson, Jessica L., Nurse Practitioner, CMT Family Medicine Clinic, College of Medicine - Tulsa, October 5, 2013. Resignation.

May, Shirley J., Registered Nurse Clinician, Neurosurgery, College of Medicine, October 5, 2013. Resignation-other position.

Norman Campus:

NEW APPOINTMENT(S):

Buthman, Gus H., Staff Attorney, Office of Legal Counsel, annualized rate of \$75,000 for 12 months (\$6,250.00 per month), October 14, 2013. Professional Staff.

Holderread, Brian, Director, Architectural and Engineering Services, annualized rate of \$188,000 for 12 months (\$15,666.67 per month), October 28, 2013. Administrative Officer.

Pearce, Dawn, Program Administrator II, K20 Center for Educational and Community Renewal, annualized rate of \$75,000 for 12 months (\$6,250.00 per month), September 19, 2013. Managerial Staff.

Peters, Brenda D., Temporary Employee without benefits, Price College of Business Office of the Dean, annualized rate of \$29,300 for 12 months (\$2,441.66 per month), .45 FTE, October 1, 2013. Managerial Staff.

Pittman, Jennifer L., Information Technology Analyst III, Information Technology, annualized rate of \$81,000 for 12 months (\$6,750.00 per month), October 21, 2013. Managerial Staff.

CHANGES(S):

Bain, Nathan E., Information Technology Analyst II, Oklahoma Climatological Survey, salary changed from annualized rate of \$75,000 for 12 months (\$6,250 per month) to annualized rate of \$78,750 for 12 months (\$6,562.50 per month), July 1, 2013. Managerial Staff. Increase.

Bostic, Jared P., Information Technology Analyst II, Oklahoma Climatological Survey, salary changed from annualized rate of \$60,146 for 12 months (\$5,012.16 per month) to annualized rate of \$63,155 for 12 months (\$5,262.91 per month), July 1, 2013. Managerial Staff. Increase.

Butler, William G., Information Technology Specialist III, Information Technology, salary changed from annualized rate of \$59,500 for 12 months (\$4,958.33 per month) to annualized rate of \$65,000 for 12 months (\$5,416.67 per month), November 1, 2013. Managerial Staff. Salary equity.

Cate, Jean L., Associate Director [Administrator III], K20 Center for Educational and Community Renewal, salary changed from annualized rate of \$72,924 for 12 months (\$6,077.00 per month) to annualized rate of \$76,000 for 12 months (\$6,333.33 per month), August 1, 2013. Administrative Staff. Contractual grant increase.

Corbly, David A., Administrator II, given additional title of Director of Repository Services, salary remains at annualized rate of \$92,733 for 12 months (\$7,727.75 for 12 per month), October 14, 2013. Administrative Staff. Internal position transfer to new title.

Cox, Logan M., title changed from Information Technology Analyst II, Web Communications, to Information Technology Analyst III, Library Systems, salary changed from annualized rate of \$56,000 for 12 months (\$4,666.67 per month), to annualized rate of \$62,500 for 12 months (\$5,208.33 per month), September 1, 2013. Managerial Staff. Accepted new position on campus.

Cox, Marie Margaret, Program Administrator III, Southwest Prevention Center, salary changed from annualized rate of \$67,980 for 12 months (\$5,665.00 per month) to annualized rate of \$70,019 for 12 months (\$5,834.91 per month), July 1, 2013. Managerial Staff. Increase.

Creveling David F. II, Information Technology Analyst II, Information Technology Merrick, salary changed from annualized rate of \$66,225 for 12 months (\$5,518.75 per month) to annualized rate of \$70,225 for 12 months (\$5,852.09 per month), November 1, 2013. Managerial Staff. Salary Equity and Retention.

Fair, Rhonda S., Scientist/Researcher I, Archaeological Survey, salary changed from annualized rate of \$48,137.00 for 12 months (\$4,011.41 per month) to annualized rate of \$62,361 for 12 months (\$5,196.75 per month), October 1, 2013. Professional Staff. As per the 2013/2014 ODOT agreement.

Fiebrich, Chris A., Associate Director, Oklahoma Mesonet [Administrator III], Oklahoma Climatological Survey, salary changed from annualized rate of \$99,832 for 12 months (\$8,319.41 per month) to annualized rate of \$109,716 for 12 months (\$9,143.00 per month), July 1, 2013. Administrative Staff. Increase.

Grimsley, David L., Technology Project Management Specialist III, Oklahoma Climatological Survey, salary changed from annualized rate of \$80,376 for 12 months (\$6,698.00 per month) to annualized rate of \$84,395 for 12 months (\$7,032.91 per month), July 1, 2013. Managerial Staff. Increase.

Kennedy, Christopher C., Information Technology Analyst II, Admission and Records, salary changed from annualized rate of \$80,000 for 12 months (\$6,666.67 per month) to annualized rate of \$90,000 for 12 months (\$7,500.00 per month), October 1, 2013. Market retention and assumption of new responsibilities.

Koetter-Manson, Ian A., title changed from Information Technology Analyst II, College of Continuing Education Information Technology, to Information Technology Analyst II, Information Technology, salary changed from annualized rate of \$58,905 for 12 months (\$4,908.75 per month) to annualized rate of \$62,000 for 12 months (\$5,166.66 per month), October 4, 2013. Managerial Staff. Accepted another job on campus.

Laufersweiler, Mark J., title changed from Information Technology Specialist II, School of Meteorology, to Information Technology Analyst III, Library Systems, salary changed from annualized rate of \$69,504 for 12 months (\$5,792.02 per month) to annualized rate of \$75,000 for 12 months (\$6,250.00 per month), October 5, 2013. Managerial Staff. Accepted another job on campus.

Lawter, Lisa J., Temporary Employee without Benefits, Department of Educational Psychology, salary at annualized rate of \$61,500 for 12 months (\$5,125.00 per month), October 1, 2013. FTE .50, transferring to grant position in the system.

Ludvigson, Carol L., Managerial Associate I, Lloyd Noble Center, salary changed from annualized rate of \$56,100 for 12 months (\$4,675.00 per month) to annualized rate of \$65,000 for 12 months (\$5,416.67 per month), August 1, 2013. Managerial Staff. Additional Leadership Duties.

Mason, Walter S. IV, State Director for Governmental Relations, President Executive Office, salary at annualized rate of \$85,000 for 12 months (\$7,083.33 per month), effective date changed from October 1, 2013 to September 30, 2013. Administrative Officer. Correction of effective date.

McManus, Gary D., Scientist/Researcher II, Oklahoma Climatological Survey, salary changed from annualized rate of \$66,051 for 12 months (\$5,504.25 per month) to annualized rate of \$69,349 for 12 months (\$5,779.08 per month), July 1, 2013. Professional Staff. Increase.



Miller, Lavette M., Manager, Administration and Operations [Administrator II], Public and Community Services, salary changed from annualized rate of \$54,754 for 12 months (\$4,562.83 per month) to annualized rate of \$60,175 for 12 months (\$5,014.58 per month), August 1, 2013. Administrative Staff. Increase.

Roop, James A., Executive Director, Prospective Student Services, salary changed from annualized rate of \$100,000 for 12 months (\$8,333.33 per month) to annualized rate of \$105,000 for 12 months (\$8,750.00 per month), November 1, 2013. Administrative Officer. Merit Increase.

Rutland, Kimberly P., Director of National Recruitment [Administrator II], Prospective Student Services, salary changed from annualized rate of \$56,100 for 12 months (\$4,675.00 per month) to annualized rate of \$65,000 for 12 months (\$5,416.66 per month), November 1, 2013. Administrative Staff. Fix Salary Compression.

Schmitt, Jeffrey J., Architectural Engineering Professional III, Architectural and Engineering, salary changed from annualized rate of \$65,000 for 12 months (\$5,416.66 per month) to annualized rate of \$75,555 for 12 months (\$6,296.25 per month), October 1, 2013. Professional Staff. Merit increase.

Schmidt, Kathleen J., Bursar, Office of the Bursar, salary changed from annualized rate of \$85,000 for 12 months (\$7,083.33 per month) to annualized rate of \$92,500 for 12 months (\$7,708.33 per month), September 1, 2013. Administrative Officer. Increase.

Tebbe, Carmen M., Health Care Professional III, Athletic Department, salary changed from annualized rate of \$59,160 for 12 months (\$4,930.00 per month) to annualized rate of \$72,000 for 12 months (\$6,000 per month), August 1, 2013. Professional Staff. Increase for Equity.

Thomas, Alison G., Director, HSC Food Court [Administrator II], Food Service Administration, salary changed from annualized rate of \$70,000 for 12 months (\$5,833.33 per month) to annualized rate of \$75,000 for 12 months (\$6,250.00 per month), October 1, 2013. Administrative Staff. Merit and compression.

Verbick, John D., title changed from Information Technology Specialist I, Department of Modern Languages, Literatures and Linguistics, to Information Technology Specialist III, Information Technology, salary changed from annualized rate of \$48,922 for 12 months (\$4,076.87 per month) to annualized rate of \$66,000 for 12 months (\$5,500.00 per month), October 21, 2013. Managerial Staff. Accepted another job on campus.

Watkins, Brian S., Information Analyst II, Oklahoma Climatological Survey, salary changed from annualized rate of \$60,000 for 12 months (\$5,000.00 per month) to annualized rate of \$63,000 for 12 months (\$5,250.00 per month), July 1, 2013. Managerial Staff. Merit increase.

Williams, Leslie A., Director [Administrator III], K20 Center for Educational and Community Renewal, salary changed from annualized rate of \$97,850 for 12 months (\$8,154.16 per month) to annualized rate of \$102,000 for 12 months (\$8,500.00 per month), August 1, 2013. Administrative Staff. Merit increase.

Wullstein, Kathryn L., Program Specialist II, Arts & Sciences Dean, salary changed from annualized rate of \$83,190 for 12 months (\$6,932.50 per month) to annualized rate of \$75,190 for 12 months (\$6,265.83 per month), July 1, 2013. Managerial Staff. Decrease in salary.

#### RESIGNATION(S)/TERMINATION(S):

Lau, Geoffrey K., Trainer/Health Services Associate II, Goddard Health Services, October 12, 2013. Resignation.

October 23, 2013

33906

Si, Tae H., Information Technology Analyst II, K20 Center for Educational and Community Renewal, September 1, 2013. Resignation.

Hong, Phone N., Information Technology Specialist II, K20 Educational and Community Renewal, October 5, 2013. Resignation.

RETIREMENT(S):

Ensler, Curtis J., Admissions/Recruitment Specialist II, Admissions and Records, January 1, 2014.

Moorman, Michael, Director, Architectural and Engineering Services and University Architect, January 1, 2014. Retirement.

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

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

There being no further business, the meeting adjourned at 2:17 p.m.

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

### COURSE ADDITIONS

<u>Prefix /Number</u>	<u>Title</u>
ENGR 1411	Introduction to Engineering
ENGR 1412	Engineering Design and CAD
ENGR 2002	Professional Development in Engineering
ENGR 2113	Statics
ENGR 2153	Mechanics of Materials
ENGR 2213	Thermodynamics
ENGR 2223	Fluid Mechanics
ENGR 2314	Introduction to Digital Design
ENGR 2533	Dynamics
ENGR 2713	Digital Signals and Filtering
ENGR 2723	Electrical Circuits
MSL 4031	Internship/Lab in Military Science
MSL 4032	Seminar in Military Leadership
PSY 5043	Introduction to the Counseling Profession

### COURSE MODIFICATIONS

<u>Prefix /Number</u>	<u>Title</u>	<u>Comments</u>
EDUC 5253	Legal and Ethical Aspects of School Administration	Change in prerequisites
EDUC 5263	Public School Finance and Accounting	Change in prerequisites
EDUC 5293	Resource Management for School Administration	Change in prerequisites
HLTH 3243	Applied Anatomy and Kinesiology	Change in prerequisites
HLTH 3293	Care and Prevention of Athletic Injuries	Change in prerequisites
HLTH 4553	Exercise Prescription	Change in prerequisites
HPET 3343	Physical Examination and Measurements	Change in prerequisites
HPET 4003	Administration of Sport/Activity Programs	Change in prerequisites

HPET	4203	Motor Learning	Change in prerequisites
HPET	4213	Legal Aspects in Sport and Physical Activity	Change in prerequisites
HPET	4773	Methods of Teaching Physical Education	Change in prerequisites
PSY	5383	Multicultural Psychology	Change in title

**ROGERS STATE UNIVERSITY  
FLEXIBLE BENEFIT PLAN**

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**ROGERS STATE UNIVERSITY  
FLEXIBLE BENEFIT PLAN**

**INTRODUCTION**

The Employer has amended this Plan effective January 1, 2014, to recognize the contribution made to the Employer by its Employees. Its purpose is to reward them by providing benefits for those Employees who shall qualify hereunder and their Dependents and beneficiaries. The concept of this Plan is to allow Employees to choose among different types of benefits based on their own particular goals, desires and needs. This Plan is a restatement of a Plan which was originally effective on December 1, 1989. The Plan shall be known as Rogers State University Flexible Benefit Plan (the "Plan").

The intention of the Employer is that the Plan qualify as a "Cafeteria Plan" within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and that the benefits which an Employee elects to receive under the Plan be excludable from the Employee's income under Section 125(a) and other applicable sections of the Internal Revenue Code of 1986, as amended.

**ARTICLE I  
DEFINITIONS**

1.1 **"Administrator"** means the Employer unless another person or entity has been designated by the Employer pursuant to Section 9.1 to administer the Plan on behalf of the Employer. If the Employer is the Administrator, the Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

1.2 **"Affiliated Employer"** means the Employer and any corporation which is a member of a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer; any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer; any organization (whether or not incorporated) which is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer; and any other entity required to be aggregated with the Employer pursuant to Treasury regulations under Code Section 414(o).

1.3 **"Benefit"** or **"Benefit Options"** means any of the optional benefit choices available to a Participant as outlined in Section 4.1.

1.4 **"Cafeteria Plan Benefit Dollars"** means the amount available to Participants to purchase Benefit Options as provided under Section 4.1. Each dollar contributed to this Plan shall be converted into one Cafeteria Plan Benefit Dollar.

1.5 **"Code"** means the Internal Revenue Code of 1986, as amended or replaced from time to time.

1.6 **"Compensation"** means the amounts received by the Participant from the Employer during a Plan Year.

1.7 **"Dependent"** means any individual who qualifies as a dependent under an Insurance Contract for purposes of coverage under that Contract only or under Code Section 152 (as modified by Code Section 105(b)).

**"Dependent"** shall include any Child of a Participant who is covered under an Insurance Contract, as defined in the Contract, or under the Health Flexible Spending Account or as allowed by reason of the Affordable Care Act.

For purposes of the Health Flexible Spending Account, a Participant's "Child" includes his/her natural child, stepchild, foster child, adopted child, or a child placed with the Participant for adoption. A Participant's Child will be an eligible Dependent until reaching the limiting age of 26, without regard to student status, marital status, financial dependency or residency status with the Employee or any other person. When the child reaches the applicable limiting age, coverage will end at the end of the calendar year.

The phrase "placed for adoption" refers to a child whom the Participant intends to adopt, whether or not the adoption has become final, who has not attained the age of 18 as of the date of such placement for adoption. The term "placed" means the assumption and retention by such Employee of a legal obligation for total or partial support of the child in anticipation of adoption of the child. The child must be available for adoption and the legal process must have commenced.

1.8 **"Effective Date"** means December 1, 1989.

1.9 **"Election Period"** means the period immediately preceding the beginning of each Plan Year established by the Administrator, such period to be applied on a uniform and nondiscriminatory basis for all Employees and Participants. However, an Employee's initial Election Period shall be determined pursuant to Section 5.1.

1.10 **"Eligible Employee"** means any Employee who has satisfied the provisions of Section 2.1.

An individual shall not be an "Eligible Employee" if such individual is not reported on the payroll records of the Employer as a common law employee. In particular, it is expressly intended that individuals not treated as common law employees by the Employer on its payroll records are not "Eligible Employees" and are excluded from Plan participation even if a court or administrative agency determines that such individuals are common law employees and not independent contractors.

1.11 **"Employee"** means any person who is employed by the Employer. The term Employee shall include leased employees within the meaning of Code Section 414(n)(2).

1.12 **"Employer"** means Rogers State University and any successor which shall maintain this Plan; and any predecessor which has maintained this Plan. In addition, where appropriate, the term Employer shall include any Participating, Affiliated or Adopting Employer.

1.13 **"Employer Contribution"** means the contributions made by the Employer pursuant to Section 3.1 to enable a Participant to purchase Benefits. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V and as set forth in Section 3.1.

1.14 **"Insurance Contract"** means any contract issued by an Insurer underwriting a Benefit.

1.15 **"Insurance Premium Payment Plan"** means the plan of benefits contained in Section 4.1 of this Plan, which provides for the payment of Premium Expenses.

1.16 **"Insurer"** means any insurance company that underwrites a Benefit under this Plan.

1.17 **"Key Employee"** means an Employee described in Code Section 416(i)(1) and the Treasury regulations thereunder.

1.18 **"Participant"** means any Eligible Employee who elects to become a Participant pursuant to Section 2.3 and has not for any reason become ineligible to participate further in the Plan.

1.19 **"Plan"** means this instrument, including all amendments thereto.

1.20 **"Plan Year"** means the 12-month period beginning January 1 and ending December 31. The Plan Year shall be the coverage period for the Benefits provided for under this Plan. In the event a Participant commences participation during a Plan Year, then the initial coverage period shall be that portion of the Plan Year commencing on such Participant's date of entry and ending on the last day of such Plan Year.

1.21 **"Premium Expenses"** or **"Premiums"** mean the Participant's cost for the Benefits described in Section 4.1.

1.22 **"Premium Expense Reimbursement Account"** means the account established for a Participant pursuant to this Plan to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Premiums of the Participant may be paid or reimbursed. If more than one type of insured Benefit is elected, sub-accounts shall be established for each type of insured Benefit.

1.23 **"Salary Redirection"** means the contributions made by the Employer on behalf of Participants pursuant to Section 3.2. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article V.

1.24 **"Salary Redirection Agreement"** means an agreement between the Participant and the Employer under which the Participant agrees to reduce his Compensation or to forego all or part of the increases in such Compensation and to have such amounts contributed by the Employer to the Plan on the Participant's behalf. The Salary Redirection Agreement shall apply only to Compensation that has not been actually or constructively received by the Participant as of the date of the agreement (after taking this Plan and Code Section 125 into account) and, subsequently does not become currently available to the Participant.

1.25 **"Spouse"** means "spouse" as defined in an Insurance Contract for purposes of coverage under that Contract only or the "spouse," as defined under Federal law, of a Participant, unless legally separated by court decree.

## **ARTICLE II PARTICIPATION**

### **2.1 ELIGIBILITY**

Any Eligible Employee shall be eligible to participate hereunder as of the date he satisfies the eligibility conditions for the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference. However, any Eligible Employee who was a Participant in the Plan on the effective date of this amendment shall continue to be eligible to participate in the Plan.

### **2.2 EFFECTIVE DATE OF PARTICIPATION**

An Eligible Employee shall become a Participant effective as of the entry date under the Employer's group medical plan, the provisions of which are specifically incorporated herein by reference.

### 2.3 APPLICATION TO PARTICIPATE

An Employee who is eligible to participate in this Plan shall, during the applicable Election Period, complete an application to participate in a manner set forth by the Administrator. The election shall be irrevocable until the end of the applicable Plan Year unless the Participant is entitled to change his Benefit elections pursuant to Section 5.4 hereof.

An Eligible Employee shall also be required to complete a Salary Redirection Agreement during the Election Period for the Plan Year during which he wishes to participate in this Plan. Any such Salary Redirection Agreement shall be effective for the first pay period beginning on or after the Employee's effective date of participation pursuant to Section 2.2.

### 2.4 TERMINATION OF PARTICIPATION

A Participant shall no longer participate in this Plan upon the occurrence of any of the following events:

- (a) **Termination of employment.** The Participant's termination of employment, subject to the provisions of Section 2.5;
- (b) **Death.** The Participant's death, subject to the provisions of Section 2.6; or
- (c) **Termination of the plan.** The termination of this Plan, subject to the provisions of Section 10.2.

### 2.5 TERMINATION OF EMPLOYMENT

If a Participant's employment with the Employer is terminated for any reason other than death, his participation in the Benefit Options provided under Section 4.1 shall be governed in accordance with the following:

- (a) **Insurance Benefit.** With regard to Benefits which are insured, the Participant's participation in the Plan shall cease, subject to the Participant's right to continue coverage under any Insurance Contract for which premiums have already been paid.
- (b) **Dependent Care FSA.** With regard to the Dependent Care Flexible Spending Account, the Participant's participation in the Plan shall cease and no further Salary Redirection contributions shall be made. However, such Participant may submit claims for employment related Dependent Care Expense reimbursements for claims incurred through the remainder of the Plan Year in which such termination occurs and submitted within 60 days after the end of the Plan Year, based on the level of the Participant's Dependent Care Flexible Spending Account as of the date of termination.
- (c) **COBRA applicability.** With regard to the Health Flexible Spending Account, the Participant may submit claims for expenses that were incurred during the portion of the Plan Year before the end of the period for which payments to the Health Flexible Spending Account have already been made. Thereafter, the health benefits under this Plan including the Health Flexible Spending Account shall be applied and administered consistent with such further rights a Participant and his Dependents may be entitled to pursuant to Code Section 4980B and Section 11.14 of the Plan.

### 2.6 DEATH

If a Participant dies, his participation in the Plan shall cease. However, such Participant's spouse or Dependents may submit claims for expenses or benefits for the remainder of the Plan Year or until the Cafeteria Plan Benefit Dollars allocated to each specific benefit are exhausted. In no event may reimbursements be paid to someone who is not a spouse or Dependent. If the Plan is subject to the provisions of Code Section 4980B, then those provisions and related regulations shall apply for purposes of the Health Flexible Spending Account.

## ARTICLE III CONTRIBUTIONS TO THE PLAN

### 3.1 EMPLOYER CONTRIBUTION

The Employer may make available to each Participant an Employer Contribution to be used for any Benefit under the Plan in an amount to be determined by the Employer prior to the beginning of each Plan Year. Each Participant's Employer Contribution shall be converted to Cafeteria Plan Benefit Dollars and be available to purchase Benefits hereunder. The Employer's Contribution shall be made on a pro rata basis for each pay period of the Participant. If a Participant fails to make any election of Benefit Option, there shall be no Employer Contribution (i.e., the Employer Contribution shall not be available in cash).

### 3.2 SALARY REDIRECTION

If a Participant's Employer Contribution is not sufficient to cover the cost of Benefits or Premium Expenses he elects pursuant to Section 4.1, his Compensation will be reduced in an amount equal to the difference between the cost of Benefits he elected and the amount of Employer Contribution available to him. Such reduction shall be his Salary Redirection, which the Employer will use on his behalf, together with his Employer Contribution, to pay for the Benefits he elected. The amount of such Salary Redirection shall be specified in the

Salary Redirection Agreement and shall be applicable for a Plan Year. Notwithstanding the above, for new Participants, the Salary Redirection Agreement shall only be applicable from the first day of the pay period following the Employee's entry date up to and including the last day of the Plan Year. These contributions shall be converted to Cafeteria Plan Benefit Dollars and allocated to the funds or accounts established under the Plan pursuant to the Participants' elections made under Article IV.

Any Salary Redirection shall be determined prior to the beginning of a Plan Year (subject to initial elections pursuant to Section 5.1) and prior to the end of the Election Period and shall be irrevocable for such Plan Year. However, a Participant may revoke a Benefit election or a Salary Redirection Agreement after the Plan Year has commenced and make a new election with respect to the remainder of the Plan Year, if both the revocation and the new election are on account of and consistent with a change in status and such other permitted events as determined under Article V of the Plan and consistent with the rules and regulations of the Department of the Treasury. Salary Redirection amounts shall be contributed on a pro rata basis for each pay period during the Plan Year. All individual Salary Redirection Agreements are deemed to be part of this Plan and incorporated by reference hereunder.

**3.3 APPLICATION OF CONTRIBUTIONS**

As soon as reasonably practical after each payroll period, the Employer shall apply the Employer Contribution and Salary Redirection to provide the Benefits elected by the affected Participants. Any contribution made or withheld for the Health Flexible Spending Account or Dependent Care Flexible Spending Account shall be credited to such fund or account. Amounts designated for the Participant's Premium Expense Reimbursement Account shall likewise be credited to such account for the purpose of paying Premium Expenses.

**3.4 PERIODIC CONTRIBUTIONS**

Notwithstanding the requirement provided above and in other Articles of this Plan that Salary Redirections be contributed to the Plan by the Employer on behalf of an Employee on a level and pro rata basis for each payroll period, the Employer and Administrator may implement a procedure in which Salary Redirections are contributed throughout the Plan Year on a periodic basis that is not pro rata for each payroll period. However, with regard to the Health Flexible Spending Account, the payment schedule for the required contributions may not be based on the rate or amount of reimbursements during the Plan Year.

**ARTICLE IV  
BENEFITS**

**4.1 BENEFIT OPTIONS**

Each Participant may elect any one or more of the following optional Benefits:

- (1) Health Flexible Spending Account
- (2) Dependent Care Flexible Spending Account
- (3) Insurance Premium Payment Plan
  - (i) Health Insurance Benefit
  - (ii) Dental Insurance Benefit
  - (iii) Group-Term Life Insurance Benefit
  - (iv) Disability Insurance Benefit
  - (v) Cancer Insurance Benefit
  - (vi) Vision Insurance Benefit
  - (vii) Accidental Insurance Benefit

**4.2 HEALTH FLEXIBLE SPENDING ACCOUNT BENEFIT**

Each Participant may elect to participate in the Health Flexible Spending Account option, in which case Article VI shall apply.

**4.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT BENEFIT**

Each Participant may elect to participate in the Dependent Care Flexible Spending Account option, in which case Article VII shall apply.

#### 4.4 HEALTH INSURANCE BENEFIT

(a) **Coverage for Participant and Dependents.** Each Participant may elect to be covered under a health Insurance Contract for the Participant, his or her Spouse, and his or her Dependents.

(b) **Employer selects contracts.** The Employer may select suitable health Insurance Contracts for use in providing this health insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such health Insurance Contract shall be determined therefrom, and such Insurance Contract shall be incorporated herein by reference.

#### 4.5 DENTAL INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's dental Insurance Contract. In addition, the Participant may elect either individual or family coverage under such Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable dental Insurance Contracts for use in providing this dental insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such dental Insurance Contract shall be determined therefrom, and such dental Insurance Contract shall be incorporated herein by reference.

#### 4.6 GROUP-TERM LIFE INSURANCE BENEFIT

(a) **Coverage for Participant only.** Each Participant may elect to be covered under the Employer's group-term life Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable group-term life Insurance Contracts for use in providing this group-term life insurance benefit, which policies will provide benefits for all Participants electing this Benefit on a uniform basis.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such group-term life Insurance Contract shall be determined therefrom, and such group-term life Insurance Contract shall be incorporated herein by reference.

#### 4.7 DISABILITY INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's disability Insurance Contract.

(b) **Long term and/or short term coverage selected by Employer.** The Employer may select suitable disability Insurance Contracts for use in providing this disability Benefit. The disability Insurance Contracts may provide for long-term or short-term coverage.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the Benefits payable from such disability Insurance Contract shall be determined therefrom, and such disability Insurance Contract shall be incorporated herein by reference.

#### 4.8 CANCER INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's cancer Insurance Contract. In addition, the Participant may elect either individual or family coverage.

(b) **Employer selects contracts.** The Employer may select suitable cancer Insurance Contracts for use in providing this cancer insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such cancer Insurance Contract shall be determined therefrom, and such cancer Insurance Contract shall be incorporated herein by reference.

#### 4.9 VISION INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's vision Insurance Contract. In addition, the Participant may elect either individual or family coverage.

(b) **Employer selects contracts.** The Employer may select suitable vision Insurance Contracts for use in providing this vision insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such vision Insurance Contract shall be determined therefrom, and such vision Insurance Contract shall be incorporated herein by reference.

#### 4.10 ACCIDENT INSURANCE BENEFIT

(a) **Coverage for Participant and/or Dependents.** Each Participant may elect to be covered under the Employer's accident Insurance Contract.

(b) **Employer selects contracts.** The Employer may select suitable accident policies for use in providing this accident insurance benefit, which policies will provide uniform benefits for all Participants electing this Benefit.

(c) **Contract incorporated by reference.** The rights and conditions with respect to the benefits payable from such accident Insurance Contract shall be determined therefrom, and such accident Insurance Contract shall be incorporated herein by reference.

#### 4.11 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Plan to provide benefits to a classification of employees which the Secretary of the Treasury finds not to be discriminatory in favor of the group in whose favor discrimination may not occur under Code Section 125.

(b) **25% concentration test.** It is the intent of this Plan not to provide qualified benefits as defined under Code Section 125 to Key Employees in amounts that exceed 25% of the aggregate of such Benefits provided for all Eligible Employees under the Plan. For purposes of the preceding sentence, qualified benefits shall not include benefits which (without regard to this paragraph) are includible in gross income.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to Key Employees or a group of employees in whose favor discrimination may not occur in violation of Code Section 125, it may, but shall not be required to, reject any election or reduce contributions or non-taxable Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any election or reduce contributions or non-taxable Benefits, it shall be done in the following manner. First, the non-taxable Benefits of the affected Participant (either an employee who is highly compensated or a Key Employee, whichever is applicable) who has the highest amount of non-taxable Benefits for the Plan Year shall have his non-taxable Benefits reduced until the discrimination tests set forth in this Section are satisfied or until the amount of his non-taxable Benefits equals the non-taxable Benefits of the affected Participant who has the second highest amount of non-taxable Benefits. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. With respect to any affected Participant who has had Benefits reduced pursuant to this Section, the reduction shall be made proportionately among Health Flexible Spending Account Benefits and Dependent Care Flexible Spending Account Benefits, and once all these Benefits are expended, proportionately among insured Benefits. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and deposited into the benefit plan surplus.

### ARTICLE V PARTICIPANT ELECTIONS

#### 5.1 INITIAL ELECTIONS

An Employee who meets the eligibility requirements of Section 2.1 on the first day of, or during, a Plan Year may elect to participate in this Plan for all or the remainder of such Plan Year, provided he elects to do so on or before his effective date of participation pursuant to Section 2.2.

#### 5.2 SUBSEQUENT ANNUAL ELECTIONS

During the Election Period prior to each subsequent Plan Year, each Participant shall be given the opportunity to elect, on an election of benefits form to be provided by the Administrator, which Benefit options he wishes to select. Any such election shall be effective for any Benefit expenses incurred during the Plan Year which follows the end of the Election Period. With regard to subsequent annual elections, the following options shall apply:

(a) A Participant or Employee who failed to initially elect to participate may elect different or new Benefits under the Plan during the Election Period;

(b) A Participant may terminate his participation in the Plan by notifying the Administrator in writing during the Election Period that he does not want to participate in the Plan for the next Plan Year;

(c) An Employee who elects not to participate for the Plan Year following the Election Period will have to wait until the next Election Period before again electing to participate in the Plan, except as provided for in Section 5.4.

### 5.3 FAILURE TO ELECT

With regard to Benefits available under the Plan for which no Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have elected not to participate in the Plan for the upcoming Plan Year. No further Salary Redirections shall therefore be authorized or made for the subsequent Plan Year for such Benefits.

With regard to Benefits available under the Plan for which Premium Expenses apply, any Participant who fails to complete a new benefit election form pursuant to Section 5.2 by the end of the applicable Election Period shall be deemed to have made the same Benefit elections as are then in effect for the current Plan Year. The Participant shall also be deemed to have elected Salary Redirection in an amount necessary to purchase such Benefit options.

### 5.4 CHANGE IN STATUS

(a) **Change in status defined.** Any Participant may change a Benefit election after the Plan Year (to which such election relates) has commenced and make new elections with respect to the remainder of such Plan Year if, under the facts and circumstances, the changes are necessitated by and are consistent with a change in status which is acceptable under rules and regulations adopted by the Department of the Treasury, the provisions of which are incorporated by reference. Notwithstanding anything herein to the contrary, if the rules and regulations conflict, then such rules and regulations shall control.

In general, a change in election is not consistent if the change in status is the Participant's divorce, annulment or legal separation from a Spouse, the death of a Spouse or Dependent, or a Dependent ceasing to satisfy the eligibility requirements for coverage, and the Participant's election under the Plan is to cancel accident or health insurance coverage for any individual other than the one involved in such event. In addition, if the Participant, Spouse or Dependent gains or loses eligibility for coverage, then a Participant's election under the Plan to cease or decrease coverage for that individual under the Plan corresponds with that change in status only if coverage for that individual becomes applicable or is increased under the family member plan.

Regardless of the consistency requirement, if the individual, the individual's Spouse, or Dependent becomes eligible for continuation coverage under the Employer's group health plan as provided in Code Section 4980B or any similar state law, then the individual may elect to increase payments under this Plan in order to pay for the continuation coverage. However, this does not apply for COBRA eligibility due to divorce, annulment or legal separation.

Any new election shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator. For the purposes of this subsection, a change in status shall only include the following events or other events permitted by Treasury regulations:

- (1) **Legal Marital Status:** events that change a Participant's legal marital status, including marriage, divorce, death of a Spouse, legal separation or annulment;
- (2) **Number of Dependents:** Events that change a Participant's number of Dependents, including birth, adoption, placement for adoption, or death of a Dependent;
- (3) **Employment Status:** Any of the following events that change the employment status of the Participant, Spouse, or Dependent: termination or commencement of employment, a strike or lockout, commencement or return from an unpaid leave of absence, or a change in worksite. In addition, if the eligibility conditions of this Plan or other employee benefit plan of the Employer of the Participant, Spouse, or Dependent depend on the employment status of that individual and there is a change in that individual's employment status with the consequence that the individual becomes (or ceases to be) eligible under the plan, then that change constitutes a change in employment under this subsection;
- (4) **Dependent satisfies or ceases to satisfy the eligibility requirements:** An event that causes the Participant's Dependent to satisfy or cease to satisfy the requirements for coverage due to attainment of age, student status, or any similar circumstance; and
- (5) **Residency:** A change in the place of residence of the Participant, Spouse or Dependent, that would lead to a change in status (such as a loss of HMO coverage).

For the Dependent Care Flexible Spending Account, a Dependent becoming or ceasing to be a "Qualifying Dependent" as defined under Code Section 21(b) shall also qualify as a change in status.

Notwithstanding anything in this Section to the contrary, the gain of eligibility or change in eligibility of a child, as allowed under Code Sections 105(b) and 106, and IRS Notice 2010-38, shall qualify as a change in status.

(b) **Special enrollment rights.** Notwithstanding subsection (a), the Participants may change an election for accident or health coverage during a Plan Year and make a new election that corresponds with the special enrollment rights

provided in Code Section 9801(f), including those authorized under the provisions of the Children's Health Insurance Program Reauthorization Act of 2009 (CHIP); provided that such Participant meets the sixty (60) day notice requirement imposed by Code Section 9801(f) (or such longer period as may be permitted by the Plan and communicated to Participants). Such change shall take place on a prospective basis, unless otherwise required by Code Section 9801(f) to be retroactive.

(c) **Qualified Medical Support Order.** Notwithstanding subsection (a), in the event of a judgment, decree, or order (including approval of a property settlement) ("order") resulting from a divorce, legal separation, annulment, or change in legal custody which requires accident or health coverage for a Participant's child (including a foster child who is a Dependent of the Participant):

(1) The Plan may change an election to provide coverage for the child if the order requires coverage under the Participant's plan; or

(2) The Participant shall be permitted to change an election to cancel coverage for the child if the order requires the former Spouse to provide coverage for such child, under that individual's plan and such coverage is actually provided.

(d) **Medicare or Medicaid.** Notwithstanding subsection (a), a Participant may change elections to cancel accident or health coverage for the Participant or the Participant's Spouse or Dependent if the Participant or the Participant's Spouse or Dependent is enrolled in the accident or health coverage of the Employer and becomes entitled to coverage (i.e., enrolled) under Part A or Part B of the Title XVIII of the Social Security Act (Medicare) or Title XIX of the Social Security Act (Medicaid), other than coverage consisting solely of benefits under Section 1928 of the Social Security Act (the program for distribution of pediatric vaccines). If the Participant or the Participant's Spouse or Dependent who has been entitled to Medicaid or Medicare coverage loses eligibility, that individual may prospectively elect coverage under the Plan if a benefit package option under the Plan provides similar coverage.

(e) **Cost increase or decrease.** If the cost of a Benefit provided under the Plan increases or decreases during a Plan Year, then the Plan shall automatically increase or decrease, as the case may be, the Salary Redirections of all affected Participants for such Benefit. Alternatively, if the cost of a benefit package option increases significantly, the Administrator shall permit the affected Participants to either make corresponding changes in their payments or revoke their elections and, in lieu thereof, receive on a prospective basis coverage under another benefit package option with similar coverage, or drop coverage prospectively if there is no benefit package option with similar coverage.

A cost increase or decrease refers to an increase or decrease in the amount of elective contributions under the Plan, whether resulting from an action taken by the Participants or an action taken by the Employer.

(f) **Loss of coverage.** If the coverage under a Benefit is significantly curtailed or ceases during a Plan Year, affected Participants may revoke their elections of such Benefit and, in lieu thereof, elect to receive on a prospective basis coverage under another plan with similar coverage, or drop coverage prospectively if no similar coverage is offered.

(g) **Addition of a new benefit.** If, during the period of coverage, a new benefit package option or other coverage option is added, an existing benefit package option is significantly improved, or an existing benefit package option or other coverage option is eliminated, then the affected Participants may elect the newly-added option, or elect another option if an option has been eliminated prospectively and make corresponding election changes with respect to other benefit package options providing similar coverage. In addition, those Eligible Employees who are not participating in the Plan may opt to become Participants and elect the new or newly improved benefit package option.

(h) **Loss of coverage under certain other plans.** A Participant may make a prospective election change to add group health coverage for the Participant, the Participant's Spouse or Dependent if such individual loses group health coverage sponsored by a governmental or educational institution, including a state children's health insurance program under the Social Security Act, the Indian Health Service or a health program offered by an Indian tribal government, a state health benefits risk pool, or a foreign government group health plan.

(i) **Change of coverage due to change under certain other plans.** A Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of a Spouse's, former Spouse's or Dependent's employer if (1) the cafeteria plan or other benefits plan of the Spouse's, former Spouse's or Dependent's employer permits its participants to make a change; or (2) the cafeteria plan permits participants to make an election for a period of coverage that is different from the period of coverage under the cafeteria plan of a Spouse's, former Spouse's or Dependent's employer.

(j) **Change in dependent care provider.** A Participant may make a prospective election change that is on account of and corresponds with a change by the Participant in the dependent care provider. The availability of dependent care services from a new childcare provider is similar to a new benefit package option becoming available. A cost change is allowable in the Dependent Care Flexible Spending Account only if the cost change is imposed by a dependent care provider who is not related to the Participant, as defined in Code Section 152(a)(1) through (8).

(k) **Health FSA cannot change due to insurance change.** A Participant shall not be permitted to change an election to the Health Flexible Spending Account as a result of a cost or coverage change under any health insurance benefits.



(l) **Health FSA cannot change amounts.** A Participant may not make changes to his Benefit elections under the Health Flexible Spending Account in the event of a change in status.

## ARTICLE VI HEALTH FLEXIBLE SPENDING ACCOUNT

### 6.1 ESTABLISHMENT OF PLAN

This Health Flexible Spending Account is intended to qualify as a medical reimbursement plan under Code Section 105 and shall be interpreted in a manner consistent with such Code Section and the Treasury regulations thereunder. Participants who elect to participate in this Health Flexible Spending Account may submit claims for the reimbursement of Medical Expenses. All amounts reimbursed shall be periodically paid from amounts allocated to the Health Flexible Spending Account. Periodic payments reimbursing Participants from the Health Flexible Spending Account shall in no event occur less frequently than monthly.

### 6.2 DEFINITIONS

For the purposes of this Article and the Cafeteria Plan, the terms below have the following meaning:

(a) **"Health Flexible Spending Account"** means the account established for Participants pursuant to this Plan to which part of their Cafeteria Plan Benefit Dollars may be allocated and from which all allowable Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents may be reimbursed.

(b) **"Highly Compensated Participant"** means, for the purposes of this Article and determining discrimination under Code Section 105(h), a participant who is:

- (1) one of the 5 highest paid officers;
- (2) a shareholder who owns (or is considered to own applying the rules of Code Section 318) more than 10 percent in value of the stock of the Employer; or
- (3) among the highest paid 25 percent of all Employees (other than exclusions permitted by Code Section 105(h)(3)(B) for those individuals who are not Participants).

(c) **"Medical Expenses"** means any expense for medical care within the meaning of the term "medical care" as defined in Code Section 213(d) and the rulings and Treasury regulations thereunder, and not otherwise used by the Participant as a deduction in determining his tax liability under the Code. "Medical Expenses" can be incurred by the Participant, his or her Spouse and his or her Dependents. "Incurred" means, with regard to Medical Expenses, when the Participant is provided with the medical care that gives rise to the Medical Expense and not when the Participant is formally billed or charged for, or pays for, the medical care.

A Participant may not be reimbursed for the cost of any medicine or drug that is not "prescribed" within the meaning of Code Section 106(f) or is not insulin.

A Participant may not be reimbursed for the cost of other health coverage such as premiums paid under plans maintained by the employer of the Participant's Spouse or individual policies maintained by the Participant or his Spouse or Dependent.

A Participant may not be reimbursed for "qualified long-term care services" as defined in Code Section 7702B(c).

(d) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Health Flexible Spending Account.

### 6.3 FORFEITURES

The amount in the Health Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 6.7 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason, subject to Section 8.2.

### 6.4 LIMITATION ON ALLOCATIONS

(a) Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$2,500. Notwithstanding any provision contained in this Health Flexible Spending Account to the contrary, the maximum amount of salary reductions that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$2,500, as adjusted for increases in the cost of living in accordance with Code Section 125(i)(2).

(b) The minimum amount that may be allocated to the Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$300. For any Eligible Employee who enters the Plan after the first day of the Plan Year, the maximum amount that may be allocated to Health Flexible Spending Account by a Participant in or on account of any Plan Year is \$208.33 per month.

(c) **Cost of Living Adjustment.** In no event shall the amount of salary redirections on the Health Flexible Spending Account exceed \$2,500 as adjusted by law. Such amount shall be adjusted for increases in the cost-of-living in accordance with Code Section 125(i)(2). The cost-of-living adjustment in effect for a calendar year applies to any Plan Year beginning with or within such calendar year. The dollar increase in effect on January 1 of any calendar year shall be effective for the Plan Year beginning with or within such calendar year. For any short Plan Year, the limit shall be an amount equal to the limit for the calendar year in which the Plan Year begins multiplied by the ratio obtained by dividing the number of full months in the short Plan Year by twelve (12).

(d) **Participation in Other Plans.** All employers that are treated as a single employer under Code Sections 414(b), (c), or (m), relating to controlled groups and affiliated service groups, are treated as a single employer for purposes of the \$2,500 limit. If a Participant participates in multiple cafeteria plans offering health flexible spending accounts maintained by members of a controlled group or affiliated service group, the Participant's total Health Flexible Spending Account contributions under all of the cafeteria plans are limited to \$2,500 (as adjusted). However, a Participant employed by two or more employers that are not members of the same controlled group may elect up to \$2,500 (as adjusted) under each Employer's Health Flexible Spending Account.

## 6.5 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Health Flexible Spending Account not to discriminate in violation of the Code and the Treasury regulations thereunder.

(b) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination under this Health Flexible Spending Account, it may, but shall not be required to, reject any elections or reduce contributions or Benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Health Flexible Spending Account by the member of the group in whose favor discrimination may not occur pursuant to Code Section 105 that elected to contribute the highest amount to the fund for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section or the Code are satisfied, or until the amount designated for the fund equals the amount designated for the fund by the next member of the group in whose favor discrimination may not occur pursuant to Code Section 105 who has elected the second highest contribution to the Health Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section or the Code are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited and credited to the benefit plan surplus.

## 6.6 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Health Flexible Spending Account. The enrollment under the Cafeteria Plan shall constitute enrollment under this Health Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

## 6.7 HEALTH FLEXIBLE SPENDING ACCOUNT CLAIMS

(a) **Expenses must be incurred during Plan Year.** All Medical Expenses incurred by a Participant, his or her Spouse and his or her Dependents during the Plan Year shall be reimbursed during the Plan Year subject to Section 2.5, even though the submission of such a claim occurs after his participation hereunder ceases; but provided that the Medical Expenses were incurred during the applicable Plan Year. Medical Expenses are treated as having been incurred when the Participant is provided with the medical care that gives rise to the medical expenses, not when the Participant is formally billed or charged for, or pays for the medical care.

(b) **Reimbursement available throughout Plan Year.** The Administrator shall direct the reimbursement to each eligible Participant for all allowable Medical Expenses, up to a maximum of the amount designated by the Participant for the Health Flexible Spending Account for the Plan Year. Reimbursements shall be made available to the Participant throughout the year without regard to the level of Cafeteria Plan Benefit Dollars which have been allocated to the fund at any given point in time. Furthermore, a Participant shall be entitled to reimbursements only for amounts in excess of any payments or other reimbursements under any health care plan covering the Participant and/or his Spouse or Dependents.

(c) **Payments.** Reimbursement payments under this Plan shall be made directly to the Participant. However, in the Administrator's discretion, payments may be made directly to the service provider. The application for payment or reimbursement shall be made to the Administrator on an acceptable form within a reasonable time of incurring the debt or paying for the service. The application shall include a written statement from an independent third party stating that the Medical Expense has been incurred and the amount of such expense. Furthermore, the Participant shall provide a written statement that the Medical Expense has not been reimbursed or is not reimbursable under any other health plan coverage and, if reimbursed from the Health

Flexible Spending Account, such amount will not be claimed as a tax deduction. The Administrator shall retain a file of all such applications.

(d) **Claims for reimbursement.** Claims for the reimbursement of Medical Expenses incurred in any Plan Year shall be paid as soon after a claim has been filed as is administratively practicable; provided however, that if a Participant fails to submit a claim within 60 days after the end of the Plan Year, those Medical Expense claims shall not be considered for reimbursement by the Administrator.

## 6.8 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Medical Expenses, subject to the following terms:

(a) **Card only for medical expenses.** Each Participant issued a card shall certify that such card shall only be used for Medical Expenses. The Participant shall also certify that any Medical Expense paid with the card has not already been reimbursed by any other plan covering health benefits and that the Participant will not seek reimbursement from any other plan covering health benefits.

(b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Health Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Health Flexible Spending Account.

(c) **Maximum dollar amount available.** The dollar amount of coverage available on the card shall be the amount elected by the Participant for the Plan Year. The maximum dollar amount of coverage available shall be the maximum amount for the Plan Year as set forth in Section 6.4.

(d) **Only available for use with certain service providers.** The cards shall only be accepted by such merchants and service providers as have been approved by the Administrator following IRS guidelines.

(e) **Card use.** The cards shall only be used for Medical Expense purchases at these providers, including, but not limited to, the following:

- (1) Co-payments for doctor and other medical care;
- (2) Purchase of drugs prescribed by a health care provider, including, if permitted by the Administrator, over-the-counter medications as allowed under IRS regulations;
- (3) Purchase of medical items such as eyeglasses, syringes, crutches, etc.

(f) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(g) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as a Medical Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

- (1) Repayment of the improper amount by the Participant;
- (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
- (3) Claims substitution or offset of future claims until the amount is repaid; and
- (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

**ARTICLE VII  
DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT**

**7.1 ESTABLISHMENT OF ACCOUNT**

This Dependent Care Flexible Spending Account is intended to qualify as a program under Code Section 129 and shall be interpreted in a manner consistent with such Code Section. Participants who elect to participate in this program may submit claims for the reimbursement of Employment-Related Dependent Care Expenses. All amounts reimbursed shall be paid from amounts allocated to the Participant's Dependent Care Flexible Spending Account.

**7.2 DEFINITIONS**

For the purposes of this Article and the Cafeteria Plan the terms below shall have the following meaning:

(a) **"Dependent Care Flexible Spending Account"** means the account established for a Participant pursuant to this Article to which part of his Cafeteria Plan Benefit Dollars may be allocated and from which Employment-Related Dependent Care Expenses of the Participant may be reimbursed for the care of the Qualifying Dependents of Participants.

(b) **"Earned Income"** means earned income as defined under Code Section 32(c)(2), but excluding such amounts paid or incurred by the Employer for dependent care assistance to the Participant.

(c) **"Employment-Related Dependent Care Expenses"** means the amounts paid for expenses of a Participant for those services which if paid by the Participant would be considered employment related expenses under Code Section 21(b)(2). Generally, they shall include expenses for household services and for the care of a Qualifying Dependent, to the extent that such expenses are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Qualifying Dependents with respect to such Participant. Employment-Related Dependent Care Expenses are treated as having been incurred when the Participant's Qualifying Dependents are provided with the dependent care that gives rise to the Employment-Related Dependent Care Expenses, not when the Participant is formally billed or charged for, or pays for the dependent care. The determination of whether an amount qualifies as an Employment-Related Dependent Care Expense shall be made subject to the following rules:

(1) If such amounts are paid for expenses incurred outside the Participant's household, they shall constitute Employment-Related Dependent Care Expenses only if incurred for a Qualifying Dependent as defined in Section 7.2(d)(1) (or deemed to be, as described in Section 7.2(d)(1) pursuant to Section 7.2(d)(3)), or for a Qualifying Dependent as defined in Section 7.2(d)(2) (or deemed to be, as described in Section 7.2(d)(2) pursuant to Section 7.2(d)(3)) who regularly spends at least 8 hours per day in the Participant's household;

(2) If the expense is incurred outside the Participant's home at a facility that provides care for a fee, payment, or grant for more than 6 individuals who do not regularly reside at the facility, the facility must comply with all applicable state and local laws and regulations, including licensing requirements, if any; and

(3) Employment-Related Dependent Care Expenses of a Participant shall not include amounts paid or incurred to a child of such Participant who is under the age of 19 or to an individual who is a Dependent of such Participant or such Participant's Spouse.

(d) **"Qualifying Dependent"** means, for Dependent Care Flexible Spending Account purposes,

(1) a Participant's Dependent (as defined in Code Section 152(a)(1)) who has not attained age 13;

(2) a Dependent or the Spouse of a Participant who is physically or mentally incapable of caring for himself or herself and has the same principal place of abode as the Participant for more than one-half of such taxable year; or

(3) a child that is deemed to be a Qualifying Dependent described in paragraph (1) or (2) above, whichever is appropriate, pursuant to Code Section 21(e)(5).

(e) The definitions of Article I are hereby incorporated by reference to the extent necessary to interpret and apply the provisions of this Dependent Care Flexible Spending Account.

**7.3 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS**

The Administrator shall establish a Dependent Care Flexible Spending Account for each Participant who elects to apply Cafeteria Plan Benefit Dollars to Dependent Care Flexible Spending Account benefits.

#### 7.4 INCREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be increased each pay period by the portion of Cafeteria Plan Benefit Dollars that he has elected to apply toward his Dependent Care Flexible Spending Account pursuant to elections made under Article V hereof.

#### 7.5 DECREASES IN DEPENDENT CARE FLEXIBLE SPENDING ACCOUNTS

A Participant's Dependent Care Flexible Spending Account shall be reduced by the amount of any Employment-Related Dependent Care Expense reimbursements paid or incurred on behalf of a Participant pursuant to Section 7.12 hereof.

#### 7.6 ALLOWABLE DEPENDENT CARE REIMBURSEMENT

Subject to limitations contained in Section 7.9 of this Program, and to the extent of the amount contained in the Participant's Dependent Care Flexible Spending Account, a Participant who incurs Employment-Related Dependent Care Expenses shall be entitled to receive from the Employer full reimbursement for the entire amount of such expenses incurred during the Plan Year or portion thereof during which he is a Participant.

#### 7.7 ANNUAL STATEMENT OF BENEFITS

On or before January 31st of each calendar year, the Employer shall furnish to each Employee who was a Participant and received benefits under Section 7.6 during the prior calendar year, a statement of all such benefits paid to or on behalf of such Participant during the prior calendar year. This statement is set forth on the Participant's Form W-2.

#### 7.8 FORFEITURES

The amount in a Participant's Dependent Care Flexible Spending Account as of the end of any Plan Year (and after the processing of all claims for such Plan Year pursuant to Section 7.12 hereof) shall be forfeited and credited to the benefit plan surplus. In such event, the Participant shall have no further claim to such amount for any reason.

#### 7.9 LIMITATION ON PAYMENTS

(a) **Plan limits.** Notwithstanding any provision contained in this Dependent Care Flexible Spending Account to the contrary, the following limits apply in addition to the Code limits. The minimum amount that may be allocated to the Dependent Care Flexible Spending Account by a Participant in or on account of any Plan Year is \$100. For any Eligible Employee who enters the Plan after the first day of the Plan Year, the maximum amount that may be allocated to Dependent Care Flexible Spending Account by a Participant in or on account of any Plan Year is \$416.66 per month.

(b) **Code limits.** Notwithstanding any provision contained in this Article to the contrary, amounts paid from a Participant's Dependent Care Flexible Spending Account in or on account of any taxable year of the Participant shall not exceed the lesser of the Earned Income limitation described in Code Section 129(b) or \$5,000 (\$2,500 if a separate tax return is filed by a Participant who is married as determined under the rules of paragraphs (3) and (4) of Code Section 21(e)).

#### 7.10 NONDISCRIMINATION REQUIREMENTS

(a) **Intent to be nondiscriminatory.** It is the intent of this Dependent Care Flexible Spending Account that contributions or benefits not discriminate in favor of the group of employees in whose favor discrimination may not occur under Code Section 129(d).

(b) **25% test for shareholders.** It is the intent of this Dependent Care Flexible Spending Account that not more than 25 percent of the amounts paid by the Employer for dependent care assistance during the Plan Year will be provided for the class of individuals who are shareholders or owners (or their Spouses or Dependents), each of whom (on any day of the Plan Year) owns more than 5 percent of the stock or of the capital or profits interest in the Employer.

(c) **Adjustment to avoid test failure.** If the Administrator deems it necessary to avoid discrimination or possible taxation to a group of employees in whose favor discrimination may not occur in violation of Code Section 129 it may, but shall not be required to, reject any elections or reduce contributions or non-taxable benefits in order to assure compliance with this Section. Any act taken by the Administrator under this Section shall be carried out in a uniform and nondiscriminatory manner. If the Administrator decides to reject any elections or reduce contributions or Benefits, it shall be done in the following manner. First, the Benefits designated for the Dependent Care Flexible Spending Account by the affected Participant that elected to contribute the highest amount to such account for the Plan Year shall be reduced until the nondiscrimination tests set forth in this Section are satisfied, or until the amount designated for the account equals the amount designated for the account of the affected Participant who has elected the second highest contribution to the Dependent Care Flexible Spending Account for the Plan Year. This process shall continue until the nondiscrimination tests set forth in this Section are satisfied. Contributions which are not utilized to provide Benefits to any Participant by virtue of any administrative act under this paragraph shall be forfeited.

## 7.11 COORDINATION WITH CAFETERIA PLAN

All Participants under the Cafeteria Plan are eligible to receive Benefits under this Dependent Care Flexible Spending Account. The enrollment and termination of participation under the Cafeteria Plan shall constitute enrollment and termination of participation under this Dependent Care Flexible Spending Account. In addition, other matters concerning contributions, elections and the like shall be governed by the general provisions of the Cafeteria Plan.

## 7.12 DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT CLAIMS

The Administrator shall direct the payment of all such Dependent Care claims to the Participant upon the presentation to the Administrator of documentation of such expenses in a form satisfactory to the Administrator. However, in the Administrator's discretion, payments may be made directly to the service provider. In its discretion in administering the Plan, the Administrator may utilize forms and require documentation of costs as may be necessary to verify the claims submitted. At a minimum, the form shall include a statement from an independent third party as proof that the expense has been incurred during the Plan Year and the amount of such expense. In addition, the Administrator may require that each Participant who desires to receive reimbursement under this Program for Employment-Related Dependent Care Expenses submit a statement which may contain some or all of the following information:

- (a) The Dependent or Dependents for whom the services were performed;
- (b) The nature of the services performed for the Participant, the cost of which he wishes reimbursement;
- (c) The relationship, if any, of the person performing the services to the Participant;
- (d) If the services are being performed by a child of the Participant, the age of the child;
- (e) A statement as to where the services were performed;
- (f) If any of the services were performed outside the home, a statement as to whether the Dependent for whom such services were performed spends at least 8 hours a day in the Participant's household;
- (g) If the services were being performed in a day care center, a statement:
  - (1) that the day care center complies with all applicable laws and regulations of the state of residence,
  - (2) that the day care center provides care for more than 6 individuals (other than individuals residing at the center), and
  - (3) of the amount of fee paid to the provider.
- (h) If the Participant is married, a statement containing the following:
  - (1) the Spouse's salary or wages if he or she is employed, or
  - (2) if the Participant's Spouse is not employed, that
    - (i) he or she is incapacitated, or
    - (ii) he or she is a full-time student attending an educational institution and the months during the year which he or she attended such institution.
- (i) **Claims for reimbursement.** If a Participant fails to submit a claim within 60 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator.

## 7.13 DEBIT AND CREDIT CARDS

Participants may, subject to a procedure established by the Administrator and applied in a uniform nondiscriminatory manner, use debit and/or credit (stored value) cards ("cards") provided by the Administrator and the Plan for payment of Employment-Related Dependent Care Expenses, subject to the following terms:

- (a) **Card only for dependent care expenses.** Each Participant issued a card shall certify that such card shall only be used for Employment-Related Dependent Care Expenses. The Participant shall also certify that any Employment-Related Dependent Care Expense paid with the card has not already been reimbursed by any other plan covering dependent care benefits and that the Participant will not seek reimbursement from any other plan covering dependent care benefits.
- (b) **Card issuance.** Such card shall be issued upon the Participant's Effective Date of Participation and reissued for each Plan Year the Participant remains a Participant in the Dependent Care Flexible Spending Account. Such card shall be automatically cancelled upon the Participant's death or termination of employment, or if such Participant has a change in status that results in the Participant's withdrawal from the Dependent Care Flexible Spending Account.

(c) **Only available for use with certain service providers.** The cards shall only be accepted by such service providers as have been approved by the Administrator. The cards shall only be used for Employment-Related Dependent Care Expenses from these providers.

(d) **Substantiation.** Such purchases by the cards shall be subject to substantiation by the Administrator, usually by submission of a receipt from a service provider describing the service, the date and the amount. The Administrator shall also follow the requirements set forth in Revenue Ruling 2003-43 and Notice 2006-69. All charges shall be conditional pending confirmation and substantiation.

(e) **Correction methods.** If such purchase is later determined by the Administrator to not qualify as an Employment-Related Dependent Care Expense, the Administrator, in its discretion, shall use one of the following correction methods to make the Plan whole. Until the amount is repaid, the Administrator shall take further action to ensure that further violations of the terms of the card do not occur, up to and including denial of access to the card.

- (1) Repayment of the improper amount by the Participant;
- (2) Withholding the improper payment from the Participant's wages or other compensation to the extent consistent with applicable federal or state law;
- (3) Claims substitution or offset of future claims until the amount is repaid; and
- (4) if subsections (1) through (3) fail to recover the amount, consistent with the Employer's business practices, the Employer may treat the amount as any other business indebtedness.

## **ARTICLE VIII BENEFITS AND RIGHTS**

### **8.1 CLAIM FOR BENEFITS**

(a) **Insurance claims.** Any claim for Benefits underwritten by Insurance Contract(s) shall be made to the Insurer. If the Insurer denies any claim, the Participant or beneficiary shall follow the Insurer's claims review procedure.

(b) **Dependent Care Flexible Spending Account or Health Flexible Spending Account claims.** Any claim for Dependent Care Flexible Spending Account or Health Flexible Spending Account Benefits shall be made to the Administrator. For the Health Flexible Spending Account, if a Participant fails to submit a claim within 60 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. For the Dependent Care Flexible Spending Account, if a Participant fails to submit a claim within 60 days after the end of the Plan Year, those claims shall not be considered for reimbursement by the Administrator. If the Administrator denies a claim, the Administrator may provide notice to the Participant or beneficiary, in writing, within 90 days after the claim is filed unless special circumstances require an extension of time for processing the claim. The notice of a denial of a claim shall be written in a manner calculated to be understood by the claimant and shall set forth:

- (1) specific references to the pertinent Plan provisions on which the denial is based;
- (2) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation as to why such information is necessary; and
- (3) an explanation of the Plan's claim procedure.

(c) **Appeal.** Within 60 days after receipt of the above material, the claimant shall have a reasonable opportunity to appeal the claim denial to the Administrator for a full and fair review. The claimant or his duly authorized representative may:

- (1) request a review upon written notice to the Administrator;
- (2) review pertinent documents; and
- (3) submit issues and comments in writing.

(d) **Review of appeal.** A decision on the review by the Administrator will be made not later than 60 days after receipt of a request for review, unless special circumstances require an extension of time for processing (such as the need to hold a hearing), in which event a decision should be rendered as soon as possible, but in no event later than 120 days after such receipt. The decision of the Administrator shall be written and shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.

(e) **Forfeitures.** Any balance remaining in the Participant's Health Flexible Spending Account or Dependent Care Flexible Spending Account as of the end of the time for claims reimbursement for each Plan Year shall be forfeited and deposited in the benefit plan surplus of the Employer pursuant to Section 6.3 or Section 7.8, whichever is applicable, unless the Participant had made a claim for such Plan Year, in writing, which has been denied or is pending; in which event the amount of the claim shall be held in his account until the claim appeal procedures set forth above have been satisfied or the claim is paid. If any such claim is denied on appeal, the amount held beyond the end of the Plan Year shall be forfeited and credited to the benefit plan surplus.

## **8.2 APPLICATION OF BENEFIT PLAN SURPLUS**

Any forfeited amounts credited to the benefit plan surplus by virtue of the failure of a Participant to incur a qualified expense or seek reimbursement in a timely manner may, but need not be, separately accounted for after the close of the Plan Year (or after such further time specified herein for the filing of claims) in which such forfeitures arose. In no event shall such amounts be carried over to reimburse a Participant for expenses incurred during a subsequent Plan Year for the same or any other Benefit available under the Plan; nor shall amounts forfeited by a particular Participant be made available to such Participant in any other form or manner, except as permitted by Treasury regulations. Amounts in the benefit plan surplus shall be used to defray any administrative costs and experience losses or used to provide additional benefits under the Plan.

## **ARTICLE IX ADMINISTRATION**

### **9.1 PLAN ADMINISTRATION**

The Employer shall be the Administrator, unless the Employer elects otherwise. The Employer may appoint any person, including, but not limited to, the Employees of the Employer, to perform the duties of the Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. Upon the resignation or removal of any individual performing the duties of the Administrator, the Employer may designate a successor.

If the Employer elects, the Employer shall appoint one or more Administrators. Any person, including, but not limited to, the Employees of the Employer, shall be eligible to serve as an Administrator. Any person so appointed shall signify acceptance by filing written acceptance with the Employer. An Administrator may resign by delivering a written resignation to the Employer or be removed by the Employer by delivery of written notice of removal, to take effect at a date specified therein, or upon delivery to the Administrator if no date is specified. The Employer shall be empowered to appoint and remove the Administrator from time to time as it deems necessary for the proper administration of the Plan to ensure that the Plan is being operated for the exclusive benefit of the Employees entitled to participate in the Plan in accordance with the terms of the Plan and the Code.

The operation of the Plan shall be under the supervision of the Administrator. It shall be a principal duty of the Administrator to see that the Plan is carried out in accordance with its terms, and for the exclusive benefit of Employees entitled to participate in the Plan. The Administrator shall have full power and discretion to administer the Plan in all of its details and determine all questions arising in connection with the administration, interpretation, and application of the Plan. The Administrator may establish procedures, correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent as shall be deemed necessary or advisable to carry out the purpose of the Plan. The Administrator shall have all powers necessary or appropriate to accomplish the Administrator's duties under the Plan. The Administrator shall be charged with the duties of the general administration of the Plan as set forth under the Plan, including, but not limited to, in addition to all other powers provided by this Plan:

- (a) To make and enforce such procedures, rules and regulations as the Administrator deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the provisions of the Plan, the Administrator's interpretations thereof in good faith to be final and conclusive on all persons claiming benefits by operation of the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan and to receive benefits provided by operation of the Plan;
- (d) To reject elections or to limit contributions or Benefits for certain highly compensated participants if it deems such to be desirable in order to avoid discrimination under the Plan in violation of applicable provisions of the Code;
- (e) To provide Employees with a reasonable notification of their benefits available by operation of the Plan and to assist any Participant regarding the Participant's rights, benefits or elections under the Plan;
- (f) To keep and maintain the Plan documents and all other records pertaining to and necessary for the administration of the Plan;
- (g) To review and settle all claims against the Plan, to approve reimbursement requests, and to authorize the payment of benefits if the Administrator determines such shall be paid if the Administrator decides in its discretion that the applicant is entitled to them. This authority specifically permits the Administrator to settle disputed claims for benefits and any other disputed claims made against the Plan;



(h) To appoint such agents, counsel, accountants, consultants, and other persons or entities as may be required to assist in administering the Plan.

Any procedure, discretionary act, interpretation or construction taken by the Administrator shall be done in a nondiscriminatory manner based upon uniform principles consistently applied and shall be consistent with the intent that the Plan shall continue to comply with the terms of Code Section 125 and the Treasury regulations thereunder.

## **9.2 EXAMINATION OF RECORDS**

The Administrator shall make available to each Participant, Eligible Employee and any other Employee of the Employer such records as pertain to their interest under the Plan for examination at reasonable times during normal business hours.

## **9.3 PAYMENT OF EXPENSES**

Any reasonable administrative expenses shall be paid by the Employer unless the Employer determines that administrative costs shall be borne by the Participants under the Plan or by any Trust Fund which may be established hereunder. The Administrator may impose reasonable conditions for payments, provided that such conditions shall not discriminate in favor of highly compensated employees.

## **9.4 INSURANCE CONTROL CLAUSE**

In the event of a conflict between the terms of this Plan and the terms of an Insurance Contract of an independent third party Insurer whose product is then being used in conjunction with this Plan, the terms of the Insurance Contract shall control as to those Participants receiving coverage under such Insurance Contract. For this purpose, the Insurance Contract shall control in defining the persons eligible for insurance, the dates of their eligibility, the conditions which must be satisfied to become insured, if any, the benefits Participants are entitled to and the circumstances under which insurance terminates.

# **ARTICLE X AMENDMENT OR TERMINATION OF PLAN**

## **10.1 AMENDMENT**

The Employer, at any time or from time to time, may amend any or all of the provisions of the Plan without the consent of any Employee or Participant. No amendment shall have the effect of modifying any benefit election of any Participant in effect at the time of such amendment, unless such amendment is made to comply with Federal, state or local laws, statutes or regulations.

## **10.2 TERMINATION**

The Employer reserves the right to terminate this Plan, in whole or in part, at any time. In the event the Plan is terminated, no further contributions shall be made. Benefits under any Insurance Contract shall be paid in accordance with the terms of the Insurance Contract.

No further additions shall be made to the Health Flexible Spending Account or Dependent Care Flexible Spending Account, but all payments from such fund shall continue to be made according to the elections in effect until 90 days after the termination date of the Plan. Any amounts remaining in any such fund or account as of the end of such period shall be forfeited and deposited in the benefit plan surplus after the expiration of the filing period.

# **ARTICLE XI MISCELLANEOUS**

## **11.1 PLAN INTERPRETATION**

All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner. This Plan shall be read in its entirety and not severed except as provided in Section 11.12.

## **11.2 GENDER AND NUMBER**

Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply.

## **11.3 WRITTEN DOCUMENT**

This Plan, in conjunction with any separate written document which may be required by law, is intended to satisfy the written Plan requirement of Code Section 125 and any Treasury regulations thereunder relating to cafeteria plans.

#### **11.4 EXCLUSIVE BENEFIT**

This Plan shall be maintained for the exclusive benefit of the Employees who participate in the Plan.

#### **11.5 PARTICIPANT'S RIGHTS**

This Plan shall not be deemed to constitute an employment contract between the Employer and any Participant or to be a consideration or an inducement for the employment of any Participant or Employee. Nothing contained in this Plan shall be deemed to give any Participant or Employee the right to be retained in the service of the Employer or to interfere with the right of the Employer to discharge any Participant or Employee at any time regardless of the effect which such discharge shall have upon him as a Participant of this Plan.

#### **11.6 ACTION BY THE EMPLOYER**

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter or thing, it shall be done and performed by a person duly authorized by its legally constituted authority.

#### **11.7 EMPLOYER'S PROTECTIVE CLAUSES**

(a) **Insurance purchase.** Upon the failure of either the Participant or the Employer to obtain the insurance contemplated by this Plan (whether as a result of negligence, gross neglect or otherwise), the Participant's Benefits shall be limited to the insurance premium(s), if any, that remained unpaid for the period in question and the actual insurance proceeds, if any, received by the Employer or the Participant as a result of the Participant's claim.

(b) **Validity of insurance contract.** The Employer shall not be responsible for the validity of any Insurance Contract issued hereunder or for the failure on the part of the Insurer to make payments provided for under any Insurance Contract. Once insurance is applied for or obtained, the Employer shall not be liable for any loss which may result from the failure to pay Premiums to the extent Premium notices are not received by the Employer.

#### **11.8 NO GUARANTEE OF TAX CONSEQUENCES**

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable. Notwithstanding the foregoing, the rights of Participants under this Plan shall be legally enforceable.

#### **11.9 INDEMNIFICATION OF EMPLOYER BY PARTICIPANTS**

If any Participant receives one or more payments or reimbursements under the Plan that are not for a permitted Benefit, such Participant shall indemnify and reimburse the Employer for any liability it may incur for failure to withhold federal or state income tax or Social Security tax from such payments or reimbursements. However, such indemnification and reimbursement shall not exceed the amount of additional federal and state income tax (plus any penalties) that the Participant would have owed if the payments or reimbursements had been made to the Participant as regular cash compensation, plus the Participant's share of any Social Security tax that would have been paid on such compensation, less any such additional income and Social Security tax actually paid by the Participant.

#### **11.10 FUNDING**

Unless otherwise required by law, contributions to the Plan need not be placed in trust or dedicated to a specific Benefit, but may instead be considered general assets of the Employer. Furthermore, and unless otherwise required by law, nothing herein shall be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

#### **11.11 GOVERNING LAW**

This Plan is governed by the Code and the Treasury regulations issued thereunder (as they might be amended from time to time). In no event shall the Employer guarantee the favorable tax treatment sought by this Plan. To the extent not preempted by Federal law, the provisions of this Plan shall be construed, enforced and administered according to the laws of the State of Oklahoma.

#### **11.12 SEVERABILITY**

If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provisions of the Plan, and the Plan shall be construed and enforced as if such provision had not been included herein.

### 11.13 CAPTIONS

The captions contained herein are inserted only as a matter of convenience and for reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof.

### 11.14 CONTINUATION OF COVERAGE (COBRA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan subject to the continuation coverage requirement of Code Section 4980B becomes unavailable, each Participant will be entitled to continuation coverage as prescribed in Code Section 4980B, and related regulations. This Section shall only apply if the Employer employs at least twenty (20) employees on more than 50% of its typical business days in the previous calendar year.

### 11.15 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Notwithstanding anything in the Plan to the contrary, in the event any benefit under this Plan becomes subject to the requirements of the Family and Medical Leave Act and regulations thereunder, this Plan shall be operated in accordance with Regulation 1.125-3.

### 11.16 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Notwithstanding anything in this Plan to the contrary, this Plan shall be operated in accordance with HIPAA and regulations thereunder.

### 11.17 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service shall be provided in accordance with the Uniform Services Employment And Reemployment Rights Act (USERRA) and the regulations thereunder.

### 11.18 COMPLIANCE WITH HIPAA PRIVACY STANDARDS

(a) **Application.** If any benefits under this Cafeteria Plan are subject to the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 164, the "Privacy Standards"), then this Section shall apply.

(b) **Disclosure of PHI.** The Plan shall not disclose Protected Health Information to any member of the Employer's workforce unless each of the conditions set out in this Section are met. "Protected Health Information" shall have the same definition as set forth in the Privacy Standards but generally shall mean individually identifiable information about the past, present or future physical or mental health or condition of an individual, including genetic information and information about treatment or payment for treatment.

(c) **PHI disclosed for administrative purposes.** Protected Health Information disclosed to members of the Employer's workforce shall be used or disclosed by them only for purposes of Plan administrative functions. The Plan's administrative functions shall include all Plan payment functions and health care operations. The terms "payment" and "health care operations" shall have the same definitions as set out in the Privacy Standards, but the term "payment" generally shall mean activities taken to determine or fulfill Plan responsibilities with respect to eligibility, coverage, provision of benefits, or reimbursement for health care. Genetic information will not be used or disclosed for underwriting purposes.

(d) **PHI disclosed to certain workforce members.** The Plan shall disclose Protected Health Information only to members of the Employer's workforce who are designated and authorized to receive such Protected Health Information, and only to the extent and in the minimum amount necessary for that person to perform his or her duties with respect to the Plan. "Members of the Employer's workforce" shall refer to all employees and other persons under the control of the Employer. The Employer shall keep an updated list of those authorized to receive Protected Health Information.

(1) An authorized member of the Employer's workforce who receives Protected Health Information shall use or disclose the Protected Health Information only to the extent necessary to perform his or her duties with respect to the Plan.

(2) In the event that any member of the Employer's workforce uses or discloses Protected Health Information other than as permitted by this Section and the Privacy Standards, the incident shall be reported to the Plan's privacy official. The privacy official shall take appropriate action, including:

(i) investigation of the incident to determine whether the breach occurred inadvertently, through negligence or deliberately; whether there is a pattern of breaches; and the degree of harm caused by the breach;

(ii) appropriate sanctions against the persons causing the breach which, depending upon the nature of the breach, may include oral or written reprimand, additional training, or termination of employment;

(iii) mitigation of any harm caused by the breach, to the extent practicable; and

- (iv) documentation of the incident and all actions taken to resolve the issue and mitigate any damages.
- (e) **Certification.** The Employer must provide certification to the Plan that it agrees to:
  - (1) Not use or further disclose the information other than as permitted or required by the Plan documents or as required by law;
  - (2) Ensure that any agent or subcontractor, to whom it provides Protected Health Information received from the Plan, agrees to the same restrictions and conditions that apply to the Employer with respect to such information;
  - (3) Not use or disclose Protected Health Information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Employer;
  - (4) Report to the Plan any use or disclosure of the Protected Health Information of which it becomes aware that is inconsistent with the uses or disclosures permitted by this Section, or required by law;
  - (5) Make available Protected Health Information to individual Plan members in accordance with Section 164.524 of the Privacy Standards;
  - (6) Make available Protected Health Information for amendment by individual Plan members and incorporate any amendments to Protected Health Information in accordance with Section 164.526 of the Privacy Standards;
  - (7) Make available the Protected Health Information required to provide an accounting of disclosures to individual Plan members in accordance with Section 164.528 of the Privacy Standards;
  - (8) Make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from the Plan available to the Department of Health and Human Services for purposes of determining compliance by the Plan with the Privacy Standards;
  - (9) If feasible, return or destroy all Protected Health Information received from the Plan that the Employer still maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
  - (10) Ensure the adequate separation between the Plan and members of the Employer's workforce, as required by Section 164.504(f)(2)(iii) of the Privacy Standards and set out in (d) above.

#### 11.19 COMPLIANCE WITH HIPAA ELECTRONIC SECURITY STANDARDS

Under the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164.300 et. seq., the "Security Standards"):

- (a) **Implementation.** The Employer agrees to implement reasonable and appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of Electronic Protected Health Information that the Employer creates, maintains or transmits on behalf of the Plan. "Electronic Protected Health Information" shall have the same definition as set out in the Security Standards, but generally shall mean Protected Health Information that is transmitted by or maintained in electronic media.
- (b) **Agents or subcontractors shall meet security standards.** The Employer shall ensure that any agent or subcontractor to whom it provides Electronic Protected Health Information shall agree, in writing, to implement reasonable and appropriate security measures to protect the Electronic Protected Health Information.
- (c) **Employer shall ensure security standards.** The Employer shall ensure that reasonable and appropriate security measures are implemented to comply with the conditions and requirements set forth in Section 11.18.

#### 11.20 MENTAL HEALTH PARITY AND ADDICTION EQUITY ACT

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Mental Health Parity and Addiction Equity Act and ERISA Section 712.

#### 11.21 GENETIC INFORMATION NONDISCRIMINATION ACT (GINA)

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Genetic Information Nondiscrimination Act.

**11.22 WOMEN'S HEALTH AND CANCER RIGHTS ACT**

Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Women's Health and Cancer Rights Act of 1998.

**11.23 NEWBORNS' AND MOTHERS' HEALTH PROTECTION ACT**

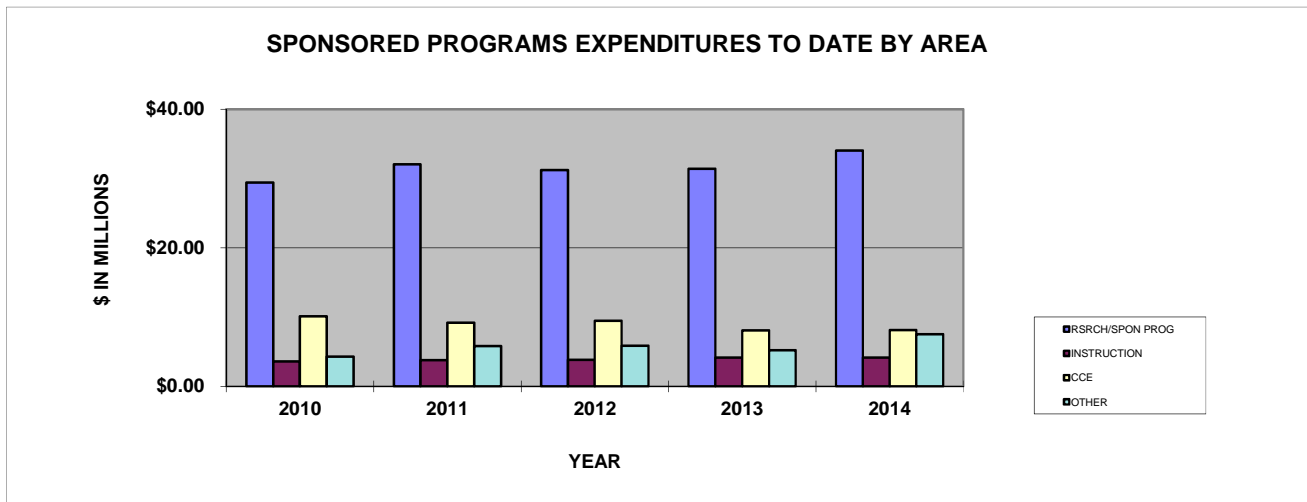
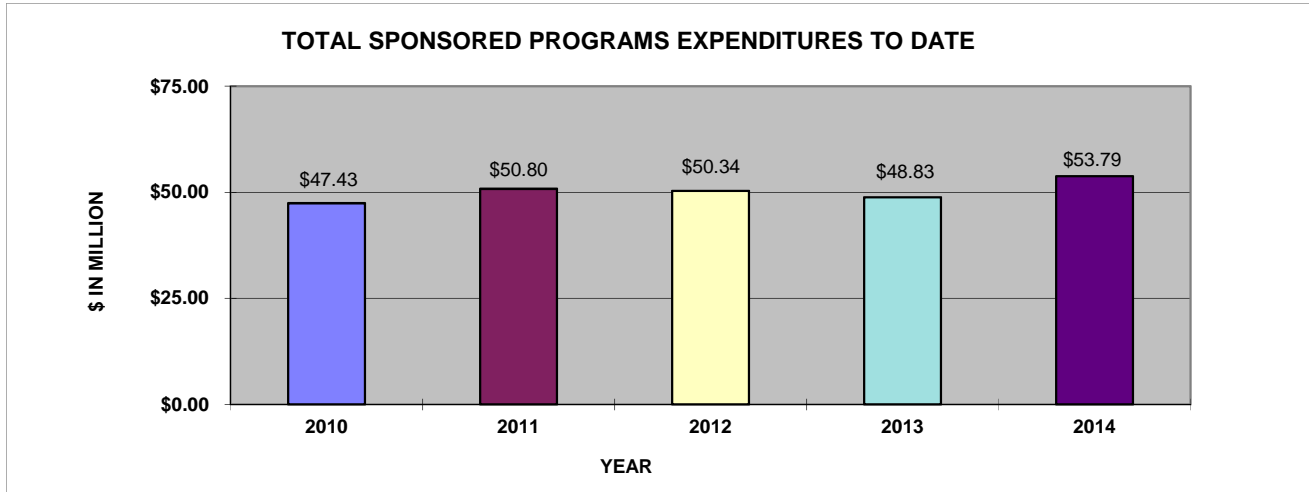
Notwithstanding anything in the Plan to the contrary, the Plan will comply with the Newborns' and Mothers' Health Protection Act.

IN WITNESS WHEREOF, this Plan document is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_.

The Board of Regents of the University of Oklahoma on behalf  
of Rogers State University

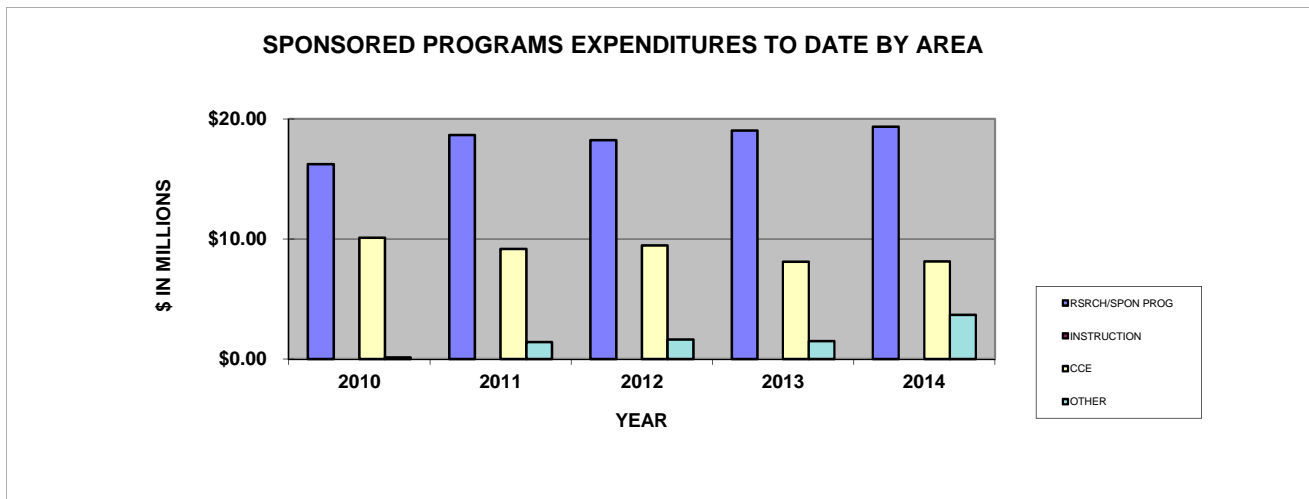
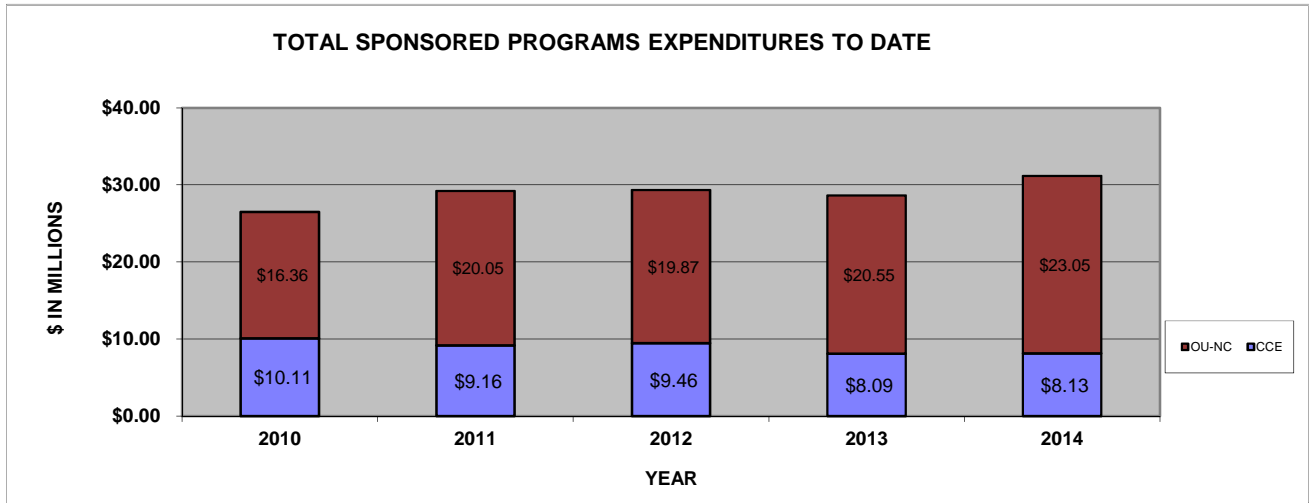
By \_\_\_\_\_  
EMPLOYER

HEALTH SCIENCES CENTER AND NORMAN CAMPUS



	FY 2014 YEAR	YEAR %CHANGE	FY 2013 YEAR	FY 2014 AUG	MONTH %CHANGE	FY 2013 AUG
RSRCH/SPON PROG	\$ 34,019,686	8.41%	\$ 31,381,311	\$ 16,746,783	5.13%	\$ 15,930,140
INSTRUCTION	\$ 4,140,293	-0.05%	\$ 4,142,332	\$ 2,193,395	-1.18%	\$ 2,219,508
CCE	\$ 8,126,897	0.42%	\$ 8,092,828	\$ 3,859,870	-13.30%	\$ 4,452,027
OTHER	\$ 7,501,861	43.78%	\$ 5,217,689	\$ 4,316,389	87.33%	\$ 2,304,185
<b>TOTAL</b>	<b>\$ 53,788,737</b>	<b>10.15%</b>	<b>\$ 48,834,160</b>	<b>\$ 27,116,437</b>	<b>8.88%</b>	<b>\$ 24,905,860</b>

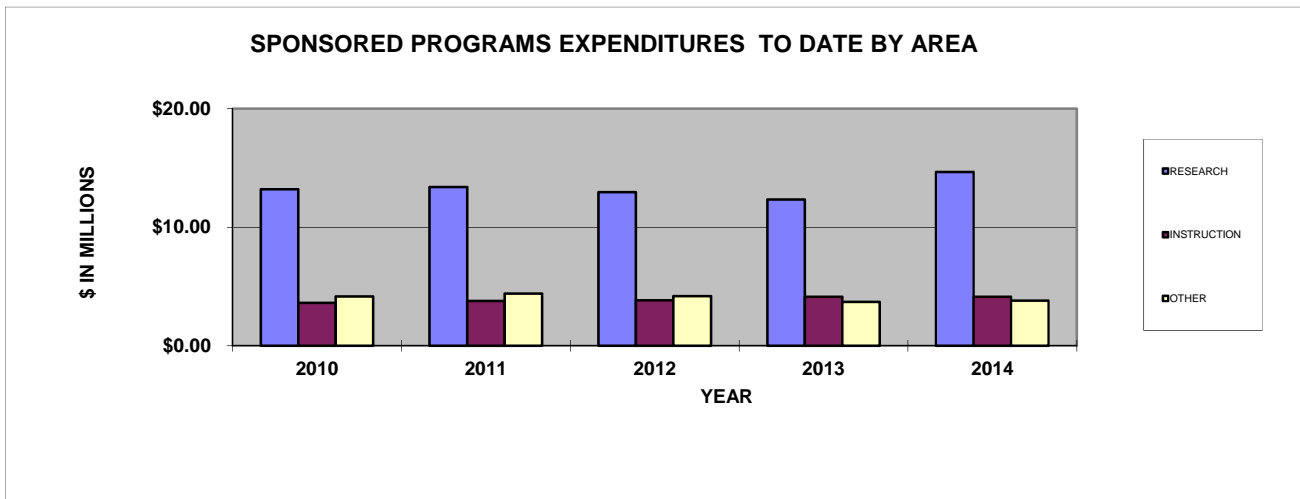
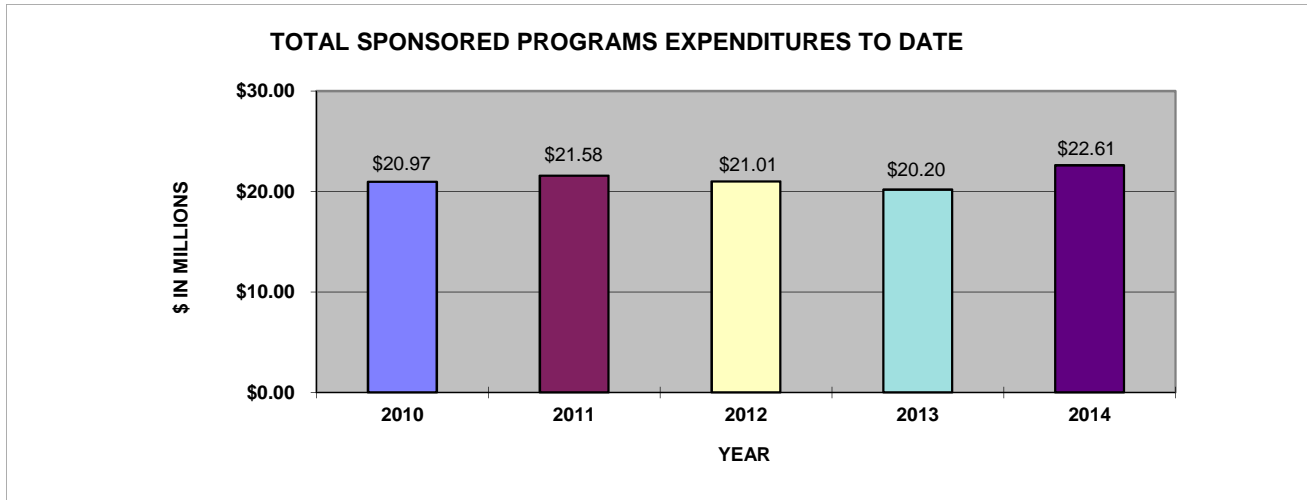
NORMAN CAMPUS



	FY 2014 YEAR	YEAR %CHANGE	FY 2013 YEAR	FY 2014 AUG	MONTH %CHANGE	FY 2013 AUG
RSRCH/SPON PROG	\$ 19,359,845	1.66%	\$ 19,043,808	\$ 9,383,622	-2.54%	\$ 9,628,524
INSTRUCTION	\$ -		\$ -	\$ -		\$ -
CCE	\$ 8,126,897	0.42%	\$ 8,092,828	\$ 3,859,870	-13.30%	\$ 4,452,027
OTHER	\$ 3,689,418	145.55%	\$ 1,502,506	\$ 2,703,682	178.40%	\$ 971,161
<b>TOTAL</b>	<b>\$ 31,176,160</b>	<b>8.86%</b>	<b>\$ 28,639,142</b>	<b>\$ 15,947,174</b>	<b>5.95%</b>	<b>\$ 15,051,712</b>



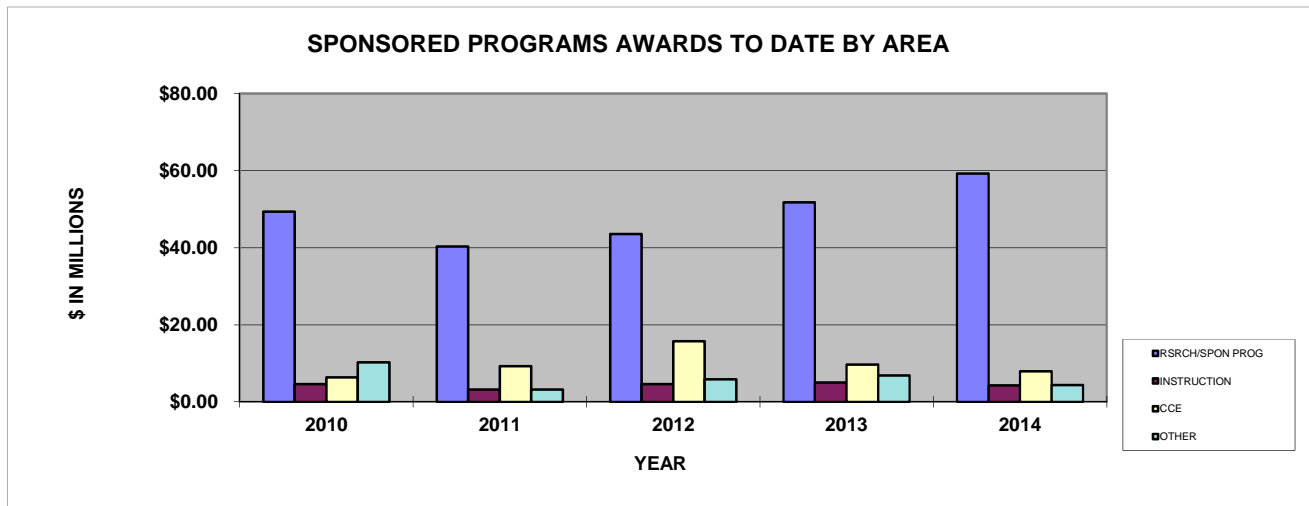
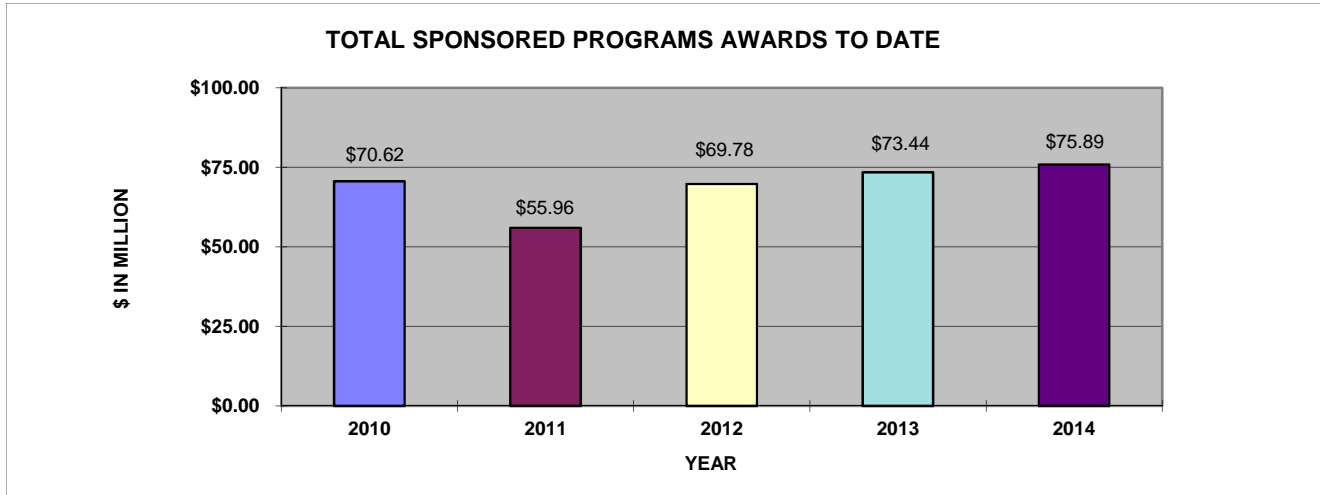
HEALTH SCIENCES CENTER



	FY 2014 YEAR	YEAR %CHANGE	FY 2013 YEAR	FY 2014 AUG	MONTH %CHANGE	FY 2013 AUG
RESEARCH	\$ 14,659,841	18.82%	\$ 12,337,503	\$ 7,363,161	16.85%	\$ 6,301,616
INSTRUCTION	\$ 4,140,293	-0.05%	\$ 4,142,332	\$ 2,193,395	-1.18%	\$ 2,219,508
OTHER	\$ 3,812,443	2.62%	\$ 3,715,183	\$ 1,612,707	20.98%	\$ 1,333,024
<b>TOTAL</b>	<b>\$ 22,612,577</b>	<b>11.97%</b>	<b>\$ 20,195,018</b>	<b>\$ 11,169,263</b>	<b>13.35%</b>	<b>\$ 9,854,148</b>

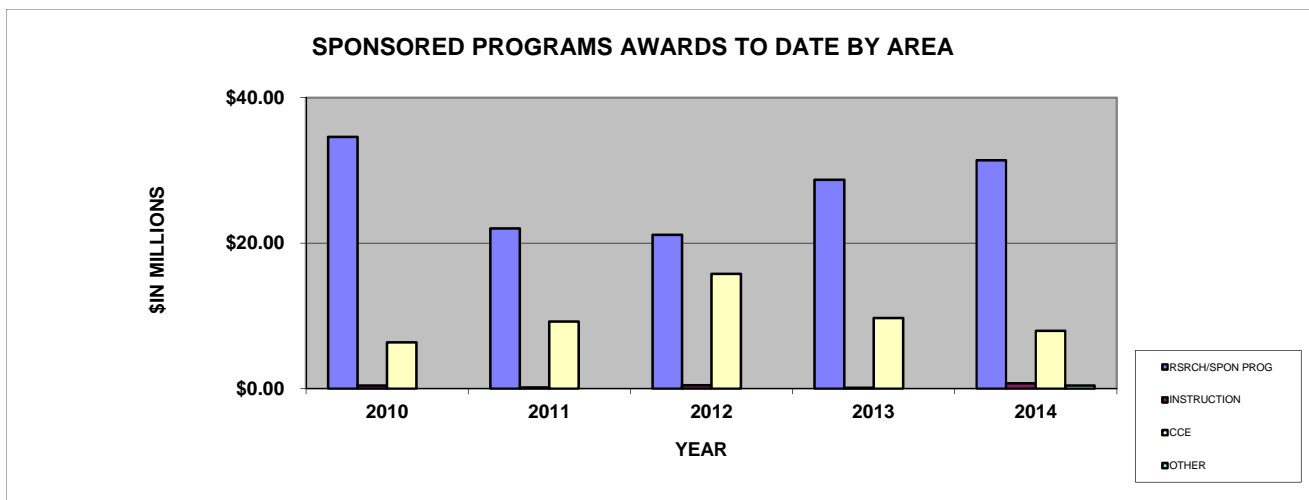
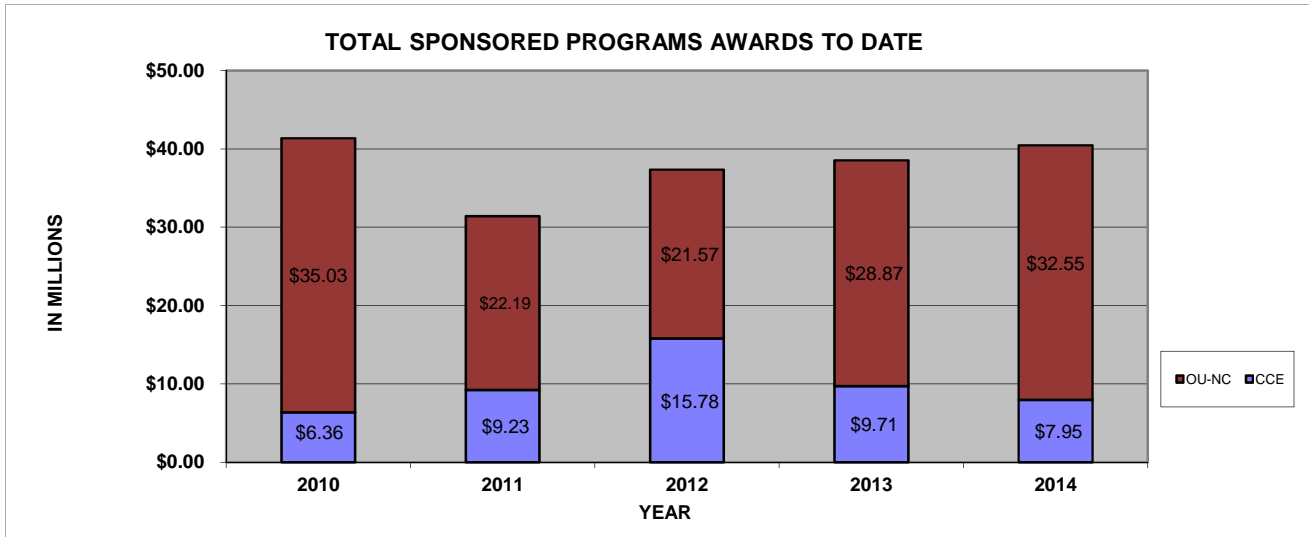
HEALTH SCIENCES CENTER

NORMAN CAMPUS AND HEALTH SCIENCES CENTER



	FY 2014 YEAR	YEAR %CHANGE	FY 2013 YEAR	FY 2014 AUG	MONTH %CHANGE	FY 2013 AUG
RSRCH/SPON PROG	\$ 51,801,558	14.38%	\$ 51,801,558	\$ 22,407,569	-6.79%	\$ 22,407,569
INSTRUCTION	\$ 5,038,990	-14.47%	\$ 5,038,990	\$ 2,433,236	-20.50%	\$ 2,433,236
CCE	\$ 9,707,396	-18.12%	\$ 9,707,396	\$ 3,282,089	127.09%	\$ 3,282,089
OTHER	\$ 6,895,637	-36.46%	\$ 6,895,637	\$ 3,883,432	-67.39%	\$ 3,883,432
<b>TOTAL</b>	<b>\$ 73,443,581</b>	<b>3.33%</b>	<b>\$ 73,443,581</b>	<b>\$ 32,006,326</b>	<b>-1.46%</b>	<b>\$ 32,006,326</b>

NORMAN CAMPUS



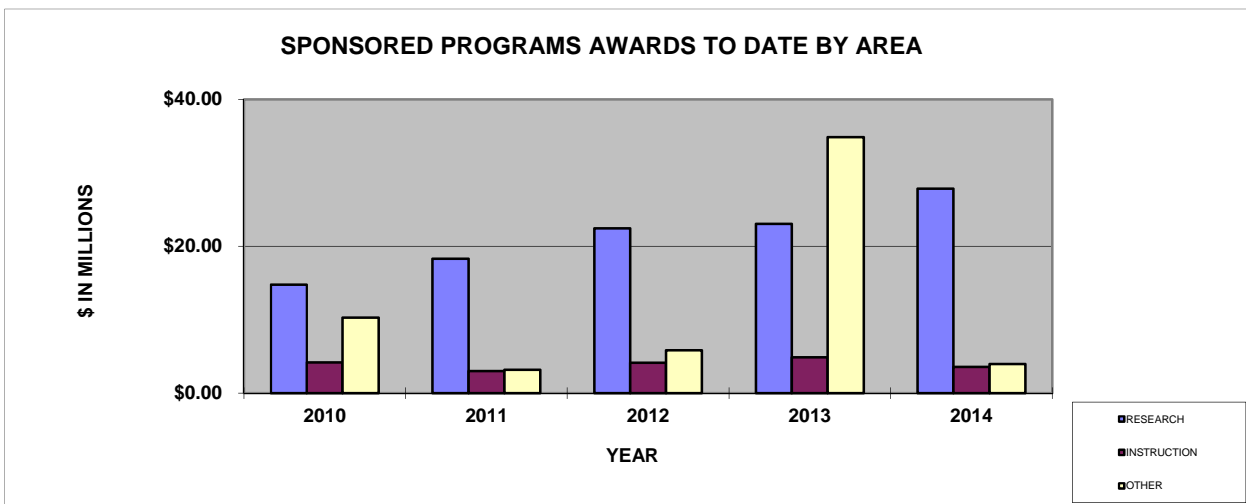
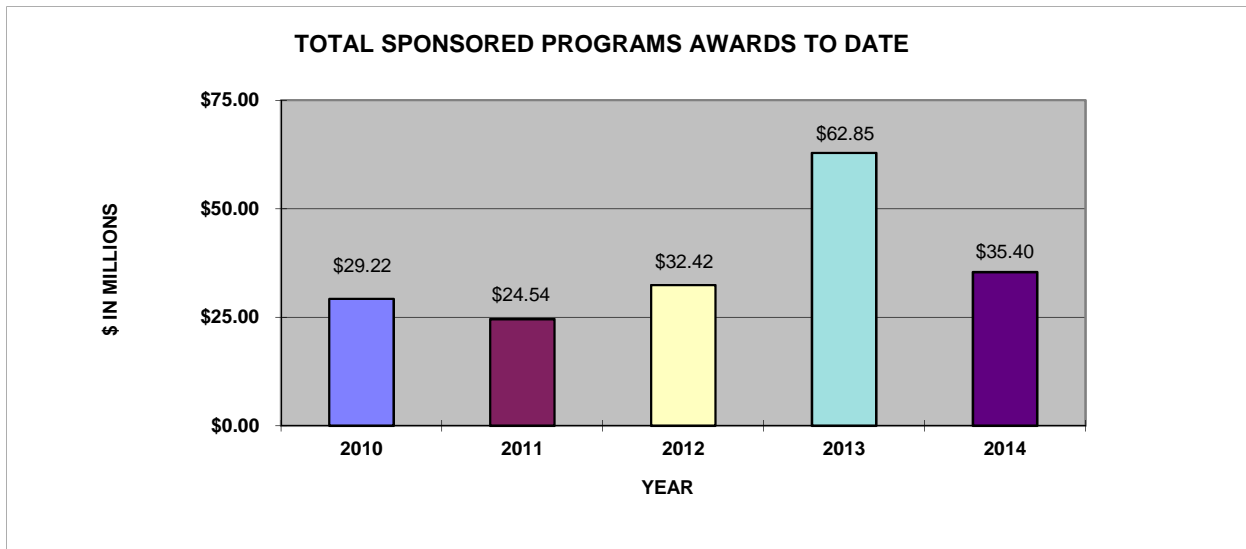
	FY 2014 YEAR	YEAR %CHANGE	FY 2013 YEAR	FY 2014 AUG	MONTH %CHANGE	FY 2013 AUG
RSRCH/SPON PROG	\$ 31,404,847	9.30%	\$ 28,731,752	\$ 12,947,987	-4.34%	\$ 13,535,203
INSTRUCTION	\$ 719,584	439.01%	\$ 133,500	\$ 575,417	-	\$ -
CCE	\$ 7,948,702	-18.12%	\$ 9,707,396	\$ 7,453,281	127.09%	\$ 3,282,089
<b>TOTAL</b>	<b>\$ 40,495,844</b>	<b>4.99%</b>	<b>\$ 38,572,648</b>	<b>\$ 21,131,971</b>	<b>25.66%</b>	<b>\$ 16,817,292</b>

NORMAN CAMPUS

**NORMAN CAMPUS  
REPORT OF CONTRACTS AWARDED (OVER \$250K)  
JULY and AUGUST 2013**

<b>AWD #</b>	<b>AGENCY</b>	<b>TITLE</b>	<b>VALUE</b>	<b>PERIOD</b>	<b>PI(s)</b>
105295000	OK-EDUC	K20 C3	\$564,000	12 mo.	JEAN CATE (CECR)
105295100	OK-EDUC	K20 STEM	\$300,000	12 mo.	JEAN CATE (CECR)
105295200	OK-EDUC	K20 ALT	\$350,000	12 mo.	JEAN CATE (CECR)
115292100	OF-SSA	OWIPA 2013 PROGRAM	\$252,965	12 mo.	R COOK (CSNCDET)
115334200	OK-DHS	RESOURCES FAMILY TRAINING FY13 MOD	\$269,556	12 mo.	PETER CORREIA (CSNRCYS)
115335700	OK-DHS	RESOURCE FAMILY TRAINING FY14	\$1,633,780	12 mo.	PETER CORREIA (CSNRCYS)
115210600	OK-DHS	OSIS FY14	\$1,629,150	12 mo.	VINCE DEBERRY (CSCPM)
105301400	DEVON	ROCK MECHANICS RESEARCH	\$1,280,000	24 mo.	AHMAD GHASSEMI (PGE)
105298400	OK-OSU	OU POLL	\$342,462	12 mo.	AMY GOODIN (POLL)
105301200	NSF	INTERPRETATIONS OF RADAR DATA	\$299,486	24 mo.	JEFFREY KELLY (BIOSVY)
115159400	OK-DHS	PROFESSIONAL DEVELOPMENT REGISTRY	\$1,645,099	12 mo.	SUSAN KIMMEL (CSCECPD)
115159500	OK-DHS	PROFESSIONAL DEVELOPMENT PROGRAM FY14	\$1,818,464	12 mo.	SUSAN KIMMEL (CSCECPD)
105298100	OK-OSU	EPSCOR REGENTS MATCH	\$656,100	12 mo.	RENEE MCPHERSON (CSC)
105303000	NSF	UNDERSTANDING POLARIMETRIC RADAR	\$290,423	36 mo.	ROBERT PALMER (ECE)
105303500	DOC-NOA	PHASED ARRAY RADAR	\$1,500,000	12 mo.	ROBERT PALMER (ECE)
105296600	HHS-NIH	SOCIAL COGNITIVE INFLUENCES	\$337,507	10 mo.	LORI SNYDER (PSYCH)
<b>TOTAL</b>	<b>16</b>		<b>\$13,168,992</b>		

HEALTH SCIENCES CENTER



	FY 2014 YEAR	YEAR %CHANGE	FY 2013 YEAR	FY 2014 AUG	MONTH %CHANGE	FY 2013 AUG
RESEARCH	\$ 27,847,111	20.71%	\$ 23,069,806	\$ 7,938,255	-10.53%	\$ 8,872,366
INSTRUCTION	\$ 3,590,121	-26.81%	\$ 4,905,490	\$ 1,358,972	-44.15%	\$ 2,433,236
OTHER	\$ 3,958,559	-42.59%	\$ 6,895,637	\$ 1,111,008	-71.39%	\$ 3,883,432
<b>TOTAL</b>	<b>\$ 35,395,791</b>	<b>1.51%</b>	<b>\$ 34,870,933</b>	<b>\$ 10,408,235</b>	<b>-31.48%</b>	<b>\$ 15,189,034</b>

HEALTH SCIENCES CENTER

**HEALTH SCIENCES CENTER**

**REPORT OF CONTRACTS AWARDED (OVER \$250K)**

JULY 2013

AWARD NO.	AGENCY	TITLE	VALUE	PERIOD	PI(S)
20042206	Oklahoma Medical Research Foundation	Graduate Research Assistant Scholarship Program	797,733	12 mos.	Tomasek,James J Graduate College SPNSR Prog
20082293	National Heart, Lung and Blood Institute	Angiotensin-II, GTPCHI and 26S Proteasomes	345,183	59 mos.	Zou,Ming-Hui Molecular Medicine
20100590	Natl Inst Diabetes Digestive Kidney Dis	Prenatal Conditions and the Pathway to Obesity/Diabetes	257,544	46 mos.	Chernausek,Steven Dwight Peds - Diabetes/Endocrinology
20100786	National Eye Institute	Mechanism of Cone Degeneration Resulting from CNG	337,440	47 mos.	Ding,Xi-Qin Cell Biology
20100788	Sarah Cannon Research Institute	Research Site Development and Services	618,216	37 mos.	McMeekin,Scott SOCC Clinical Trials Office
20100793	Natl Inst Allergy & Infectious Diseases	Discovery and Targeting of HIV-1 Associated Antigens	479,195	48 mos.	Hildebrand,William H Micro&Immun Grants/SPNSR funds
20102408	Natl Inst Diabetes Digestive Kidney Dis	Regulation of Calcium Signaling by the PKD2 Gene Product	309,399	33 mos.	Tsiokas,Leonidas Cell Biology
20111001	National Heart, Lung and Blood Institute	Controlling VSMC Proliferation and Migration	389,079	36 mos.	Zou,Ming-Hui Molecular Medicine
20111299	University of Oklahoma, Norman	Oklahoma COBRE in Structural Biology	466,393	12 mos.	Air,Gillian M Biochemistry & Molec Biology
20111491	Maternal and Child Health Bureau	Oklahoma LEND Leadership Education in Neurodevelopmental	547,901	12 mos.	Wolraich,Mark Peds - Developmental Pediatric
20112479	Food and Drug Administration	Direct Discovery of HLA-Associated Influenza Epitopes	389,637	12 mos.	Hildebrand,William H Micro&Immun Grants/SPNSR funds
20120590	United States Department of Education	Project DATA: A Multisite Evaluation of a School-Based M	650,000	12 mos.	McBride,Bonnie J Peds - Developmental Pediatric
20120975	Natl Inst Allergy & Infectious Diseases	The Role of Non-Canonical Base-Pairs in RNA Editing	343,012	24 mos.	Mooers,Blaine H Biochemistry & Molec Biology
20121220	Okla Tobacco Settlemnt Endowmt Trust Fund	TSET Cancer Research Program	5,500,000	12 mos.	Mannel,Robert S Cancer Center Research Admin
20121687	Oklahoma State University	Control of Lung Inflammation by Surfactant Protein-A-TLR	251,600	12 mos.	Awasthi,Shanjana Pharmaceutical Sci Sponsored
20121948	Natl Inst of General Medical Sciences	Cytosolic Proline Hydroxylation and Glycosylation	386,643	12 mos.	West,Christopher Mark Biochemistry & Molec Biology
20121950	Admin on Developmental Disabilities	University Center of Excellence (CORE)	535,215	12 mos.	Williams,Valerie Cntr for Learning & Leadership
20122148	Bureau of Health Professions	Advanced Education Nursing Traineeship Program	350,000	22 mos.	Carithers,Cathrin Lynn Academic Programs
20122307	Okla Tobacco Settlemnt Endowmt	Evaluating TSET Funded Programs	745,000	12 mos.	Beebe,Laura Ann Cancer Center Basic Research

AWARD NO.	AGENCY	TITLE	VALUE	PERIOD	PI(S)
	Trust Fund				
20122397	Okla Tobacco Settlement Endowment Trust Fund	Oklahoma Tobacco Research Center	1,300,000	12 mos.	McCaffree, Donald R Cancer Center Basic Research
20122420	National Center for Research Resources	Baboon Research Resource Program	1,298,679	11 mos.	White, Gary Lynn Comparative Medicine
20122756	National Eye Institute	Compacted DNA Nanoparticles for Ocular Therapy	370,000	12 mos.	Naash, Muna Cell Biology
20130669	PAREXEL International Corp.	A 64-Wk, Phase 3, Randomized, Placebo-Controlled, Parallel	919,838	37 mos.	Allen, Pamela Dermatology
20130769	National Institutes of Health	Short-Term Outcomes of Interventions for Reproductive Dysfunction	262,123	10 mos.	Wisniewski, Amy B Urology Sponsored Accounts
20131772	Array BioPharma	The MILO Study (MEK Inhibitor in Low-grade Serous Ovaria)	1,248,602	37 mos.	Moore, Kathleen SOCC Clinical Trials Office
20131826	Exelixis, Inc.	A Phase 3, randomized, double-blind, controlled trial of	531,819	37 mos.	Singh, Sindhu SOCC Clinical Trials Office
20132068	Oklahoma State Department of Health	Oklahoma Institute for Disaster and Emergency Medicine	2,000,000	12 mos.	Thomas, Stephen H Emergency Medicine
20132144	Oklahoma Department of Human Services	Oklahoma Autism Network	272,652	12 mos.	Daman, Rene Marie Tolbert Center
<b>TOTALS:</b>	<b>28</b>		<b>21,902,902</b>		

**HEALTH SCIENCES CENTER**

**REPORT OF CONTRACTS AWARDED (OVER \$250K)**

AUGUST 2013

AWARD NO.	AGENCY	TITLE	VALUE	PERIOD	PI(S)
20091509	Natl Inst Diabetes Digestive Kidney Dis	Isolation and Characterization of Intestinal Stem Cells	357,024	12 mos.	Houchen,Courtney Wayne Medicine - Gastroenterology
20100612	National Eye Institute	Study of the Retinal Pigment Epithelium (RPE) Barrier	337,440	48 mos.	Le,Yun Zheng Medicine - Endocrinology
20100788	Sarah Cannon Research Institute	Research Site Development and Services	500,505	37 mos.	McMeekin,Scott SOCC Clinical Trials Office
20100804	National Eye Institute	Light Activation of Retinal Insulin Receptor Signaling	337,440	12 mos.	Rajala,Raju VS Ophthalmology
20102005	Bureau of Health Professions	Oklahoma Geriatric Education Center	432,057	12 mos.	Teasdale,Thomas Allen Geriatrics Sponsored Accounts
20110005	National Heart, Lung and Blood Institute	Biologic Evaluation of Liposome-Encapsulated Hemoglobin	352,240	12 mos.	Awasthi,Vibhudutta Pharmaceutical Sci Sponsored
20110549	National Eye Institute	P30-Center Core Grant for Vision Research	565,237	12 mos.	Anderson,Robert E Ophthalmology
20111951	National Eye Institute	The Role of the WNT Signaling Pathway in Choroidal Neova	448,496	12 mos.	Ma,Jian-Xing Physiology
20112488	HIV/AIDS Bureau	Ryan White Part C Early Intervention Services (EIS) Prog	287,523	12 mos.	Salvaggio,Michelle R Medicine - Infectious Disease
20120281	National Heart, Lung and Blood Institute	AMPK as a Redox Sensor and Modulator	609,282	12 mos.	Zou,Ming-Hui Molecular Medicine
20120960	National Eye Institute	Regulation of Scleral Growth and Remodeling in Myopia	316,350	24 mos.	Wiechmann,Jody Ann Cell Biology
20120973	The George Washington University	Studies to Treat or Prevent Pediatric Type 2 Diabetes	511,222	24 mos.	Copeland,Kenneth Claud Peds - Diabetes/Endocrinology
20121876	HIV/AIDS Bureau	Ryan White Part D WICY Program	443,419	11 mos.	Salvaggio,Michelle R Medicine - Infectious Disease
20131761	Chiltern International Limited	A phase II, multi-center, randomised, double-blind, plac	650,722	37 mos.	Matthiesen,Chance L SOCC Clinical Trials Office
20132145	Oklahoma Department of Human Services	Applied Behavior Analysis Project	380,066	12 mos.	Daman,Rene Marie Tolbert Center
20140117	National Heart, Lung and Blood Institute	Cystathionine beta synthase (CBS) and angiogenesis	416,962	11 mos.	Mukherjee,Priyabrata Cancer Center Basic Research
<b>TOTALS:</b>	<b>16</b>		<b>6,945,986</b>		



**2013 to 2014 Analysis of Medical Insurance Rates - Active, Full-time, Monthly-Paid Employees**

	Employee Only												Employee and Children						Employee and Spouse						Employee and Family					
	Employee Share	OU Share	Rate	Employee Share	OU Share	Rate	Employee Share	OU Share	Rate	Employee Share	OU Share	Rate	Employee Share	OU Share	Rate	Employee Share	OU Share	Rate	Employee Share	OU Share	Rate									
<b>2013</b>	<b>Tier 1 - \$30,000 or below</b>																													
<b>Plan</b>	<b>Employee Only</b>																													
BlueOptions PPO	\$ -	0.00%	\$ 434.32	100.00%	\$ 434.32	\$ 225.52	27.33%	\$ 599.66	72.67%	\$ 825.18	\$ 323.52	31.04%	\$ 718.78	68.96%	\$ 1,042.30	\$ 429.70	33.54%	\$ 851.50	66.46%	\$ 1,281.20										
2014	\$ -	0.00%	\$ 473.30	100.00%	\$ 473.30	\$ 245.76	27.33%	\$ 653.44	72.67%	\$ 899.20	\$ 352.56	31.04%	\$ 783.26	68.96%	\$ 1,135.82	\$ 468.26	33.54%	\$ 927.88	66.46%	\$ 1,396.14										
Dollar Increase	\$ -	0.00%	\$ 38.98	100.00%	\$ 38.98	\$ 20.24	27.34%	\$ 53.78	72.66%	\$ 74.02	\$ 29.04	31.05%	\$ 64.48	68.95%	\$ 93.52	\$ 38.56	33.54%	\$ 76.38	66.46%	\$ 114.94										
Percentage Increase	#DIV/0!		8.97%		8.97%		8.97%		8.97%		8.97%		8.97%		8.97%		8.97%		8.97%		8.97%									
2013	<b>BlueLincs HMO</b>																													
2014	\$ (3.54)	-0.82%	\$ 434.32	100.82%	\$ 430.78	\$ 218.84	26.74%	\$ 599.66	73.26%	\$ 818.50	\$ 315.10	30.48%	\$ 718.78	69.52%	\$ 1,033.88	\$ 419.30	32.99%	\$ 851.50	67.01%	\$ 1,270.80										
Dollar Increase	\$ 13.28	2.73%	\$ 473.30	97.27%	\$ 486.58	\$ 271.08	29.32%	\$ 653.44	70.68%	\$ 924.52	\$ 384.54	32.93%	\$ 783.26	67.07%	\$ 1,167.80	\$ 507.52	35.36%	\$ 927.88	64.64%	\$ 1,435.40										
Percentage Increase	\$ 16.82	30.14%	\$ 38.98	69.86%	\$ 55.80	\$ 52.24	49.27%	\$ 53.78	50.73%	\$ 106.02	\$ 69.44	51.85%	\$ 64.48	48.15%	\$ 133.92	\$ 82.22	53.60%	\$ 76.38	46.40%	\$ 164.60										
2013	<b>BlueEdge HCA</b>																													
2014	\$ (16.56)	-3.96%	\$ 434.32	103.96%	\$ 417.76	\$ 194.04	24.45%	\$ 599.66	75.55%	\$ 793.70	\$ 283.82	28.31%	\$ 718.78	71.69%	\$ 1,002.60	\$ 380.84	30.90%	\$ 851.50	69.10%	\$ 1,232.34										
Dollar Increase	\$ (18.06)	-3.97%	\$ 473.30	103.97%	\$ 455.24	\$ 211.46	24.45%	\$ 653.44	75.55%	\$ 864.90	\$ 309.28	28.31%	\$ 783.26	71.69%	\$ 1,092.54	\$ 415.02	30.90%	\$ 927.88	69.10%	\$ 1,342.90										
Percentage Increase	\$ (1.50)	-4.00%	\$ 38.98	104.00%	\$ 37.48	\$ 17.42	24.47%	\$ 53.78	75.53%	\$ 71.20	\$ 25.46	28.31%	\$ 64.48	71.69%	\$ 89.94	\$ 34.18	30.92%	\$ 76.38	69.08%	\$ 110.56										
	9.05%		8.97%		8.97%	8.98%		8.97%		8.97%	8.97%		8.97%		8.97%	8.97%		8.97%		8.97%										
<b>2013</b>	<b>Tier 2 - \$30,000.01 to \$41,999.99</b>																													
<b>Plan</b>	<b>Employee Only</b>																													
BlueOptions PPO	\$ 20.58	4.74%	\$ 413.74	95.26%	\$ 434.32	\$ 241.20	29.23%	\$ 583.98	70.77%	\$ 825.18	\$ 363.24	34.85%	\$ 679.06	65.15%	\$ 1,042.30	\$ 498.76	38.93%	\$ 782.44	61.07%	\$ 1,281.20										
2014	\$ 22.42	4.74%	\$ 450.88	95.26%	\$ 473.30	\$ 262.84	29.23%	\$ 636.36	70.77%	\$ 899.20	\$ 395.84	34.85%	\$ 739.98	65.15%	\$ 1,135.82	\$ 543.52	38.93%	\$ 852.62	61.07%	\$ 1,396.14										
Dollar Increase	\$ 1.84	4.73%	\$ 37.14	95.27%	\$ 38.98	\$ 21.64	29.24%	\$ 52.38	70.76%	\$ 74.02	\$ 32.60	34.86%	\$ 60.92	65.14%	\$ 93.52	\$ 44.76	38.94%	\$ 70.18	61.06%	\$ 114.94										
Percentage Increase	8.96%		8.98%		8.97%		8.97%		8.97%		8.97%		8.97%		8.97%		8.97%		8.97%		8.97%									
2013	<b>BlueLincs HMO</b>																													
2014	\$ 17.04	3.96%	\$ 413.74	96.04%	\$ 430.78	\$ 234.52	28.65%	\$ 583.98	71.35%	\$ 818.50	\$ 354.82	34.32%	\$ 679.06	65.68%	\$ 1,033.88	\$ 488.36	38.43%	\$ 782.44	61.57%	\$ 1,270.80										
Dollar Increase	\$ 35.70	7.34%	\$ 450.88	92.66%	\$ 486.58	\$ 288.16	31.17%	\$ 636.36	68.83%	\$ 924.52	\$ 427.82	36.63%	\$ 739.98	63.37%	\$ 1,167.80	\$ 562.78	40.60%	\$ 852.62	59.40%	\$ 1,435.40										
Percentage Increase	\$ 18.66	33.44%	\$ 37.14	66.56%	\$ 55.80	\$ 53.64	50.59%	\$ 52.38	49.41%	\$ 106.02	\$ 73.00	54.51%	\$ 60.92	45.49%	\$ 133.92	\$ 94.42	57.36%	\$ 70.18	42.64%	\$ 164.60										
	109.51%		8.98%		12.95%	22.87%		8.97%		12.95%	20.57%		8.97%		12.95%	19.33%		8.97%		12.95%										
2013	<b>BlueEdge HCA</b>																													
2014	\$ 4.02	0.96%	\$ 413.74	99.04%	\$ 417.76	\$ 209.72	26.42%	\$ 583.98	73.58%	\$ 793.70	\$ 323.54	32.27%	\$ 679.06	67.73%	\$ 1,002.60	\$ 449.90	36.51%	\$ 782.44	63.49%	\$ 1,232.34										
Dollar Increase	\$ 4.36	0.96%	\$ 450.88	99.04%	\$ 455.24	\$ 228.54	26.42%	\$ 636.36	73.58%	\$ 864.90	\$ 352.56	32.27%	\$ 739.98	67.73%	\$ 1,092.54	\$ 490.28	36.51%	\$ 852.62	63.49%	\$ 1,342.90										
Percentage Increase	\$ 0.34	0.91%	\$ 37.14	99.09%	\$ 37.48	\$ 18.82	26.43%	\$ 52.38	73.57%	\$ 71.20	\$ 29.02	32.27%	\$ 60.92	67.73%	\$ 89.94	\$ 40.38	36.52%	\$ 70.18	63.48%	\$ 110.56										
	8.48%		8.98%		8.97%	8.97%		8.97%		8.97%	8.97%		8.97%		8.97%	8.98%		8.97%		8.97%										
<b>2013</b>	<b>Tier 3 - \$42,000 to \$59,999.99</b>																													
<b>Plan</b>	<b>Employee Only</b>																													
BlueOptions PPO	\$ 32.10	7.39%	\$ 402.22	92.61%	\$ 434.32	\$ 278.84	33.79%	\$ 546.34	66.21%	\$ 825.18	\$ 415.46	39.86%	\$ 626.84	60.14%	\$ 1,042.30	\$ 566.68	44.23%	\$ 714.52	55.77%	\$ 1,281.20										
2014	\$ 34.98	7.39%	\$ 438.32	92.61%	\$ 473.30	\$ 303.84	33.79%	\$ 595.36	66.21%	\$ 899.20	\$ 452.74	39.86%	\$ 683.08	60.14%	\$ 1,135.82	\$ 617.50	44.23%	\$ 778.64	55.77%	\$ 1,396.14										
Dollar Increase	\$ 2.88	7.40%	\$ 36.10	92.60%	\$ 38.98	\$ 25.00	33.78%	\$ 49.02	66.22%	\$ 74.02	\$ 37.28	39.86%	\$ 56.24	60.14%	\$ 93.52	\$ 50.82	44.21%	\$ 64.12	55.79%	\$ 114.94										
Percentage Increase	8.98%		8.97%		8.97%	8.97%		8.97%		8.97%	8.97%		8.97%		8.97%	8.97%		8.97%		8.97%										
2013	<b>BlueLincs HMO</b>																													
2014	\$ 28.56	6.63%	\$ 402.22	93.37%	\$ 430.78	\$ 272.16	33.25%	\$ 546.34	66.75%	\$ 818.50	\$ 407.04	39.37%	\$ 626.84	60.63%	\$ 1,033.88	\$ 556.28	43.77%	\$ 714.52	56.23%	\$ 1,270.80										
Dollar Increase	\$ 48.26	9.92%	\$ 438.32	90.08%	\$ 486.58	\$ 329.16	35.60%	\$ 595.36	64.40%	\$ 924.52	\$ 484.72	41.51%	\$ 683.08	58.49%	\$ 1,167.80	\$ 656.76	45.75%	\$ 778.64	54.25%	\$ 1,435.40										
Percentage Increase	\$ 19.70	35.30%	\$ 36.10	64.70%	\$ 55.80	\$ 57.00	53.76%	\$ 49.02	46.24%	\$ 106.02	\$ 77.68	58.00%	\$ 56.24	42.00%	\$ 133.92	\$ 100.48	61.04%	\$ 64.12	38.96%	\$ 164.60										
	68.98%		8.98%		12.95%	20.94%		8.97%		12.95%	19.08%		8.97%		12.95%	18.06%		8.97%		12.95%										
2013	<b>BlueEdge HCA</b>																													
2014	\$ 15.54	3.72%	\$ 402.22	96.28%	\$ 417.76	\$ 247.36	31.17%	\$ 546.34	68.83%	\$ 793.70	\$ 375.76	37.48%	\$ 626.84	62.52%	\$ 1,002.60	\$ 517.82	42.02%	\$ 714.52	57.98%	\$ 1,232.34										
Dollar Increase	\$ 16.92	3.72%	\$ 438.32	96.28%	\$ 455.24	\$ 269.54	31.16%	\$ 595.36	68.84%	\$ 864.90	\$ 409.46	37.48%	\$ 683.08	62.52%	\$ 1,092.54	\$ 564.26	42.02%	\$ 778.64	57.98%	\$ 1,342.90										
Percentage Increase	\$ 1.38	3.68%	\$ 36.10	96.32%	\$ 37.48	\$ 22.18	31.15%	\$ 49.02	68.85%	\$ 71.20	\$ 33.70	37.47%	\$ 56.24	62.53%	\$ 89.94	\$ 46.44	42.00%	\$ 64.12	58.00%	\$ 110.56										
	8.88%		8.98%		8.97%	8.97%		8.97%		8.97%	8.97%		8.97%		8.97%	8.97%		8.97%		8.97%										
<b>2013</b>	<b>Tier 4 - \$60,000 to \$99,999.99</b>																													
<b>Plan</b>	<b>Employee Only</b>																													
BlueOptions PPO	\$ 43.60	10.04%	\$ 390.72	89.96%	\$ 434.32	\$ 291.38	35.31%	\$ 533.80	64.69%	\$ 825.18	\$ 468.72	44.97%	\$ 573.58	55.03%	\$ 1,042.30	\$ 635.60	49.61%	\$ 645.60	50.39%	\$ 1,281.20										
2014	\$ 47.52	10.04%	\$ 425.78	89.96%	\$ 473.30	\$ 317.50	35.31%	\$ 581.70	64.69%	\$ 899.20	\$ 510.78	44.97%	\$ 625.04	55.03%	\$ 1,135.82	\$ 692.64	49.61%	\$ 703.50	50.39%	\$ 1,396.14										
Dollar Increase	\$ 3.92	10.07%	\$ 35.06	89.93%	\$ 38.98	\$ 26.12	35.29%	\$ 47.90	64.71%	\$ 74.02	\$ 42.06	44.97%	\$ 51.46	55.03%	\$ 93.52	\$ 57.04	49.62%	\$ 57.90	50.38%	\$ 114.94										
Percentage Increase	9.00%		8.97%		8.97%	8.96%		8.97%		8.97%	8.97%		8.97%		8.97%	8.97%		8.97%		8.97%										
2013	<b>BlueLincs HMO</b>																													
2014	\$ 40.06	9.30%	\$ 390.72	90.70%	\$ 430.78	\$ 284.70	34.78%	\$ 533.80	65.22%	\$ 818.50	\$ 460.30	44.52%	\$ 573.58	55.48%	\$ 1,033.88	\$ 625.20	49.20%	\$ 645.60	50.80%	\$ 1,270.80										
Dollar Increase	\$ 60.80	12.50%	\$ 425.78	87.50%	\$ 486.58	\$ 342.82	37.08%	\$ 581.70	62.92%	\$ 924.52	\$ 542.76	46.48%	\$ 625.04	53.52%	\$ 1,167.80	\$ 731.90	50.99%	\$ 703.50	49.01%	\$ 1,435.40										
Percentage Increase	\$ 20.74	37.17%	\$ 35.06	62.83%	\$ 55.80	\$ 58.12	54.82%	\$ 47.90	45.18%	\$ 106.02	\$ 82.46	61.57%	\$ 51.46	38.43%	\$ 133.92	\$ 106.70	64.82%	\$ 57.90	35.18%	\$ 164.60										
	51.77%		8.97%		12.95%	20.41%		8.97%		12.95%	17.91%		8.97%		12.95%	17.07%		8.97%		12.95%										
2013	<b>BlueEdge HCA</b>																													
2014	\$ 27.04	6.47%	\$ 390.72	93.53%	\$ 417.76	\$ 259.90	32.75%	\$ 533.80	67.25%	\$ 793.70	\$ 429.02	42.79%	\$ 573.58	57.21%	\$ 1,002.60	\$ 586.74	47.61%	\$ 645.60	52.39%	\$ 1,232.34										
Dollar Increase	\$ 29.46	6.47%	\$ 425.78	93.53%	\$ 455.24	\$ 283.20	32.74%	\$ 581.70	67.26%	\$ 864.90	\$ 467.50	42.79%	\$ 625.04	57.21%	\$ 1,092.54	\$ 639.40	47.61%	\$ 703.50	52.39%	\$ 1,342.90										
Percentage Increase	\$ 2.42	6.46%	\$ 35.06	93.54%	\$ 37.48	\$ 23.30	32.72%	\$ 47.90	67.28%	\$ 71.20	\$ 38.48	42.78%	\$ 51.46	57.22%	\$ 89.94	\$ 52.66	47.63%	\$ 57.90	52.37%	\$ 110.56										
	8.95%		8.97%		8.97%	8.96%		8.97%		8.97%	8.97%		8.97%		8.97%	8.98%		8.97%		8.97%										

Tier 5 - \$100,000 to \$184,999.99		Employee Only				Employee and Children				Employee and Spouse				Employee and Family							
Plan		Employee Share		OU Share		Rate		Employee Share		OU Share		Rate		Employee Share		OU Share		Rate			
2013	BlueOptions PPO	\$ 65.54	15.09%	\$ 368.78	84.91%	\$ 434.32	\$ 302.84	36.70%	\$ 522.34	63.30%	\$ 825.18	\$ 524.16	50.29%	\$ 518.14	49.71%	\$ 1,042.30	\$ 704.54	54.99%	\$ 576.66	45.01%	\$ 1,281.20
2014	BlueOptions PPO	\$ 71.42	15.09%	\$ 401.88	84.91%	\$ 473.30	\$ 330.00	36.70%	\$ 569.20	63.30%	\$ 899.20	\$ 571.20	50.29%	\$ 564.62	49.71%	\$ 1,135.82	\$ 767.74	54.99%	\$ 628.40	45.01%	\$ 1,396.14
	Dollar Increase	\$ 5.88	15.09%	\$ 33.10	84.91%	\$ 38.98	\$ 27.16	36.69%	\$ 46.86	63.31%	\$ 74.02	\$ 47.04	50.30%	\$ 46.48	49.70%	\$ 93.52	\$ 63.20	54.98%	\$ 51.74	45.02%	\$ 114.94
	Percentage Increase	8.97%		8.98%		8.97%	8.97%		8.97%		8.97%	8.97%		8.97%		8.97%	8.97%		8.97%		8.97%
2013	BlueLincs HMO	\$ 62.00	14.39%	\$ 368.78	85.61%	\$ 430.78	\$ 296.16	36.18%	\$ 522.34	63.82%	\$ 818.50	\$ 515.74	49.88%	\$ 518.14	50.12%	\$ 1,033.88	\$ 694.14	54.62%	\$ 576.66	45.38%	\$ 1,270.80
2014	BlueLincs HMO	\$ 84.70	17.41%	\$ 401.88	82.59%	\$ 486.58	\$ 355.32	38.43%	\$ 569.20	61.57%	\$ 924.52	\$ 603.18	51.65%	\$ 564.62	48.35%	\$ 1,167.80	\$ 807.00	56.22%	\$ 628.40	43.78%	\$ 1,435.40
	Dollar Increase	\$ 22.70	40.68%	\$ 33.10	59.32%	\$ 55.80	\$ 59.16	55.80%	\$ 46.86	44.20%	\$ 106.02	\$ 87.44	65.29%	\$ 46.48	34.71%	\$ 133.92	\$ 112.86	68.57%	\$ 51.74	31.43%	\$ 164.60
	Percentage Increase	36.61%		8.98%		12.95%	19.98%		8.97%		12.95%	16.95%		8.97%		12.95%	16.26%		8.97%		12.95%
2013	BlueEdge HCA	\$ 48.98	11.72%	\$ 368.78	88.28%	\$ 417.76	\$ 271.36	34.19%	\$ 522.34	65.81%	\$ 793.70	\$ 484.46	48.32%	\$ 518.14	51.68%	\$ 1,002.60	\$ 655.68	53.21%	\$ 576.66	46.79%	\$ 1,232.34
2014	BlueEdge HCA	\$ 53.36	11.72%	\$ 401.88	88.28%	\$ 455.24	\$ 295.70	34.19%	\$ 569.20	65.81%	\$ 864.90	\$ 527.92	48.32%	\$ 564.62	51.68%	\$ 1,092.54	\$ 714.50	53.21%	\$ 628.40	46.79%	\$ 1,342.90
	Dollar Increase	\$ 4.38	11.69%	\$ 33.10	88.31%	\$ 37.48	\$ 24.34	34.19%	\$ 46.86	65.81%	\$ 71.20	\$ 43.46	48.32%	\$ 46.48	51.68%	\$ 89.94	\$ 58.82	53.20%	\$ 51.74	46.80%	\$ 110.56
	Percentage Increase	8.94%		8.98%		8.97%	8.97%		8.97%		8.97%	8.97%		8.97%		8.97%	8.97%		8.97%		8.97%

Tier 6 - \$185,000 and above		Employee Only				Employee and Children				Employee and Spouse				Employee and Family							
Plan		Employee Share		OU Share		Rate		Employee Share		OU Share		Rate		Employee Share		OU Share		Rate			
2013	BlueOptions PPO	\$ 88.52	20.38%	\$ 345.80	79.62%	\$ 434.32	\$ 312.26	37.84%	\$ 512.92	62.16%	\$ 825.18	\$ 580.56	55.70%	\$ 461.74	44.30%	\$ 1,042.30	\$ 760.90	59.39%	\$ 520.30	40.61%	\$ 1,281.20
2014	BlueOptions PPO	\$ 96.46	20.38%	\$ 376.84	79.62%	\$ 473.30	\$ 340.26	37.84%	\$ 568.94	62.16%	\$ 899.20	\$ 632.66	55.70%	\$ 503.16	44.30%	\$ 1,135.82	\$ 829.18	59.39%	\$ 566.96	40.61%	\$ 1,396.14
	Dollar Increase	\$ 7.94	20.36%	\$ 31.04	79.64%	\$ 38.98	\$ 28.00	37.83%	\$ 46.02	62.17%	\$ 74.02	\$ 52.10	55.71%	\$ 41.42	44.29%	\$ 93.52	\$ 68.28	59.40%	\$ 46.66	40.60%	\$ 114.94
	Percentage Increase	8.96%		8.98%		8.97%	8.97%		8.97%		8.97%	8.97%		8.97%		8.97%	8.97%		8.97%		8.97%
2013	BlueLincs HMO	\$ 84.98	19.73%	\$ 345.80	80.27%	\$ 430.78	\$ 305.58	37.33%	\$ 512.92	62.67%	\$ 818.50	\$ 572.14	55.34%	\$ 461.74	44.66%	\$ 1,033.88	\$ 750.50	59.06%	\$ 520.30	40.94%	\$ 1,270.80
2014	BlueLincs HMO	\$ 109.74	22.55%	\$ 376.84	77.45%	\$ 486.58	\$ 365.58	39.54%	\$ 568.94	60.46%	\$ 924.52	\$ 664.64	56.91%	\$ 503.16	43.09%	\$ 1,167.80	\$ 868.44	60.50%	\$ 566.96	39.50%	\$ 1,435.40
	Dollar Increase	\$ 24.76	44.37%	\$ 31.04	55.63%	\$ 55.80	\$ 60.00	56.59%	\$ 46.02	43.41%	\$ 106.02	\$ 92.50	69.07%	\$ 41.42	30.93%	\$ 133.92	\$ 117.94	71.65%	\$ 46.66	28.35%	\$ 164.60
	Percentage Increase	29.14%		8.98%		12.95%	19.63%		8.97%		12.95%	16.17%		8.97%		12.95%	15.71%		8.97%		12.95%
2013	BlueEdge HCA	\$ 71.96	17.23%	\$ 345.80	82.77%	\$ 417.76	\$ 280.78	35.38%	\$ 512.92	64.62%	\$ 793.70	\$ 540.86	53.95%	\$ 461.74	46.05%	\$ 1,002.60	\$ 712.04	57.78%	\$ 520.30	42.22%	\$ 1,232.34
2014	BlueEdge HCA	\$ 78.40	17.22%	\$ 376.84	82.78%	\$ 455.24	\$ 305.96	35.38%	\$ 568.94	64.62%	\$ 864.90	\$ 589.38	53.95%	\$ 503.16	46.05%	\$ 1,092.54	\$ 775.94	57.78%	\$ 566.96	42.22%	\$ 1,342.90
	Dollar Increase	\$ 6.44	17.18%	\$ 31.04	82.82%	\$ 37.48	\$ 25.18	35.37%	\$ 46.02	64.63%	\$ 71.20	\$ 48.52	53.95%	\$ 41.42	46.05%	\$ 89.94	\$ 63.90	57.80%	\$ 46.66	42.20%	\$ 110.56
	Percentage Increase	8.95%		8.98%		8.97%	8.97%		8.97%		8.97%	8.97%		8.97%		8.97%	8.97%		8.97%		8.97%

Average Share      Employee      OU      Employee      OU      Employee      OU      Employee      OU

9.23%      90.77%      33.09%      66.91%      42.55%      57.45%      46.56%      53.44%

**2014 Retiree Rates**

	OU Share	Retiree Share	Total	OU Share	Retiree Share	Total	OU Share	Retiree Share	Total	OU Share	Retiree Share	Total
Blue Cross PPO	\$ 714.24	\$ -	\$ 714.24	\$ 714.24	\$ 424.24	\$ 1,138.48	\$ 714.24	\$ 842.24	\$ 1,556.48	\$ 714.24	\$ 1,328.90	\$ 2,043.14
Blue Cross HMO	\$ 748.30	\$ -	\$ 748.30	\$ 748.30	\$ 409.52	\$ 1,157.82	\$ 748.30	\$ 871.82	\$ 1,620.12	\$ 748.30	\$ 1,364.64	\$ 2,112.94
Blue Cross CDHP	\$ 676.80	\$ -	\$ 676.80	\$ 676.80	\$ 402.04	\$ 1,078.84	\$ 676.80	\$ 798.14	\$ 1,474.94	\$ 676.80	\$ 1,259.26	\$ 1,936.06

	OU Share	Retiree Share	Total	OU Share	Retiree Share	Total	OU Share	Retiree Share	Total	OU Share	Retiree Share	Total
Medical	\$ 146.28	\$ -	\$ 146.28	\$ 146.28	\$ 185.66	\$ 331.94	\$ 146.28	\$ 149.48	\$ 295.76	\$ 146.28	\$ 335.14	\$ 481.42
Part D	\$ 88.70	\$ -	\$ 88.70	\$ 88.70	\$ -	\$ 88.70	\$ 88.70	\$ 88.70	\$ 177.40	\$ 88.70	\$ 88.70	\$ 177.40
Total	\$ 234.98	\$ -	\$ 234.98	\$ 234.98	\$ 185.66	\$ 420.64	\$ 234.98	\$ 238.18	\$ 473.16	\$ 234.98	\$ 423.84	\$ 720.64

	OU Share	Retiree Share	Total	OU Share	Retiree Share	Total	OU Share	Retiree Share	Total	OU Share	Retiree Share	Total
Medical	\$ 146.28	\$ 842.26	\$ 988.54	\$ 146.28	\$ 872.10	\$ 1,018.38	\$ 146.28	\$ 1,076.52	\$ 1,222.80	\$ 146.28	\$ 1,089.36	\$ 1,235.64
Part D	\$ 88.70	\$ -	\$ 88.70	\$ 88.70	\$ -	\$ 88.70	\$ 88.70	\$ -	\$ 88.70	\$ 88.70	\$ -	\$ 88.70
Total	\$ 234.99	\$ 842.26	\$ 1,077.24	\$ 234.99	\$ 872.10	\$ 1,107.08	\$ 234.99	\$ 1,076.52	\$ 1,311.51	\$ 234.99	\$ 1,089.36	\$ 1,324.34

Non-Medicare BC PPO	\$ 473.26	\$ 899.20
Non-Medicare BC		
HMO	\$ 486.58	\$ 929.32
Medicare	\$ 234.99	\$ 349.72

