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MINUTES OF A REGULAR MEETING THE UNIVERSITY OF OKLAHOMA BOARD OF REGENTS JUNE 24, 2015

A Regular Meeting of the Board of Regents governing The University of Oklahoma, Cameron University, and Rogers State University was called to order in Headington Hall on the Norman Campus in Norman, Oklahoma, at 9:58 a.m. on June 24, 2015.

The following Regents were present: Jon Stuart, Chairman of the Board, presiding; Regents A. Max Weitzenhoffer, Clayton I. Bennett, Kirk Humphreys, Bill W. Burgess, Jr. and C. Renzi Stone.

Others attending all or a part of the meeting included Mr. David L. Boren, President of The University of Oklahoma; Dr. J. Kyle Harper, Senior Vice President and Provost – Norman Campus; Dr. Jason Sanders, M.D., Interim Senior Vice President and Provost – Health Sciences Center Campus; John Schumann, Interim President, OU-Tulsa; Vice Presidents Catherine Bishop, Joe Castiglione, Kelvin Droegemeier, Loretta Early, Tripp Hall, Nicholas Hathaway, Guy Patton and Ken Rowe; Clive Mander, Director of Internal Auditing; Chief Legal Counsel Anil Gollahalli; and Executive Secretary of the Board of Regents, Dr. Chris A. Purcell.

Attending the meeting from Cameron University was Dr. John McArthur, President of the University.

Attending the meeting from Rogers State University were Dr. Larry Rice, President of the University, and Vice Presidents Richard Beck and 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 June 23, 2015, both as required by 25 O.S. 1981, Section 301-314.

ROGERS STATE UNIVERSITY

REPORT OF THE PRESIDENT OF THE UNIVERSITY

President Rice informed the Board that in many ways it has been a good year at RSU. There have been some successes in fund raising, enrollment has been stabilized and there are some new initiatives in trying to figure out what the future looks like, for example experimenting with some two day a week classes, including Friday and Saturday. He said that there are bright days ahead even with the lack of state funding, as the administration knows the University is in control of its own destiny, and is going to continue to have to raise money and continue cost cutting and perhaps find ways for the University to sell more items. This makes him feel optimistic about the future in spite of the downturn in public support.

FISCAL YEAR 2016 BUDGET – RSU

Rogers State University implemented a new budget process for the Fiscal Year 2016 Budget. In prior years, individual departments presented their department budget request incorporating the University's Strategic Plan, school and department plans, assessment programs and budget requests to the Vice President for Academics for departments reporting to that position and all other University departments would submit their budget requests to the

Executive Vice President for Administration and Finance. Working in conjunction with the Assistant Vice President for Business Affairs/Comptroller, a proposed budget was presented to the President for final consideration and approval.

During the recent Higher Learning Commission visit, it was suggested the University consider changing the methodology that we were using and replace the structure with a Budget Advisory Committee. The Budget Advisory Committee would make budget recommendations to the President, Executive Vice President for Administration and Finance, Vice President for Academic Affairs and Assistant Vice President for Business Affairs/Comptroller for final consideration. The President established a fourteen-member committee consisting of a cross section of the University representing faculty, staff, and students. The committee reviewed revenue estimates, enrollment patterns and projections, mandatory cost increases, increased expenditures and identified cost reductions and savings. Through the process, the University Budget for Fiscal Year 2016 was developed and is presented to the Board of Regents for consideration.

Educational and General Budget Summary

Total projected cash and revenue allocated for Fiscal Year 2016 is \$34,506,921 and is composed of cash, state appropriations, tuition, student fees, grants, contracts and reimbursements. Projected new revenues consist of an increase in tuition and mandatory fees, an increase in academic service fees, an increase in enrollment, miscellaneous income and reimbursements.

Total projected expenditures for Fiscal Year 2016 are \$34,506,921 and are budgeted for instruction, public service, academic support, student services, institutional support, operation and maintenance, scholarships and tuition waivers.

The projected unobligated reserve balance for June 30, 2016 is \$2,522,630. The amount of the projected, unobligated reserve is slightly less than the 8.33% recommended by the Oklahoma State Regents for Higher Education.

Administrative expenses are 11.6 percent of the budget and remain below the administrative cost guideline of 13% for regional universities established by the Oklahoma State Regents for Higher Education.

Scholarships and tuition waivers for students are budgeted at \$4,770,000.

One of the University's primary concerns is the continued pattern of inadequate funding from the State to cover mandatory cost increases and continued reductions to Section 13 Offset funds that are used for one time capital improvements.

Copies of the budget are available in the Board of Regents Office and were provided to the Regents separately.

President Rice recommended the Board of Regents approve the Operating Budget for Fiscal Year 2016 as presented.

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

TUITION RATES AND MANDATORY FEE RATES FOR FISCAL YEAR 2016 – RSU

70 O.S. 2001, Sections 3218.8 and 3218.9, as amended by House Bill No. 1748, authorizes the Oklahoma State Regents for Higher Education to establish resident and graduate tuition rates, non-resident tuition rates, and mandatory fees (fees for items not covered by tuition and which all students pay as a condition of enrollment at the institution). Section 3218.8 provides that the limits for undergraduate tuition and mandatory fees shall be less than one hundred and five percent of the average resident tuition and mandatory fees at the university's peer institutions. Peer institutions for regional universities are determined by the State Regents and include "like-type public institutions in surrounding and other states." Section 3218.8 also provides that the limits for guaranteed tuition rates shall be less than one hundred and fifteen percent of the nonguaranteed tuition rate. Section 3218.9 provides that the limits for graduate resident and graduate nonresident tuition and mandatory fees shall be less than the average graduate resident and nonresident tuition and mandatory fees at peer institutions.

In its deliberation on the establishment of resident tuition rates for undergraduate and graduate education, the State Regents shall balance the affordability of public higher education with the provision of available, diverse, and high-quality opportunities giving consideration to the level of state appropriations, the state economy, per capita income and cost of living, the college-going and college-retention rates, and the availability of financial aid in Oklahoma. For any increase in the tuition rates, the State Regents shall demonstrate a reasonable effort to affect a proportionate increase in the availability of need-based financial aid.

Rogers State University is requesting Tuition and Mandatory Fee Rates for academic year 2016 (AY 2016) which reflects a 4.98% increase for resident students and 4.18% increase for nonresident students. The increase in annual resident tuition and mandatory fees for a resident undergraduate student is \$285.00 for a student enrolled in 30 hours for one academic year or \$142.50 per semester.

Beginning with the 2008-09 academic year, House Bill 3397 requires that a new undergraduate student be given the opportunity to choose to participate in the Guaranteed Tuition Rate Program. A first-time, full-time undergraduate student who is a resident of Oklahoma may choose to pay a guaranteed rate based on the projected average for the next four (4) years or the annual rate charged each year. The requested resident tuition undergraduate guaranteed rate is \$139.73 per credit hour for students entering Fall 2015, Spring 2016 and Summer 2016. The resident tuition undergraduate rate for AY 2016 is \$121.50 per credit hour.

Offsetting the additional cost to students are increased scholarships and other financial support. Resident tuition waivers and university scholarships will increase 2.9% from \$4,634,100 in FY 2015 to \$4,770.00 in FY 2016.

Once approved by the Board of Regents, the tuition and mandatory fee rates request will be forwarded to the Oklahoma State Regents for Higher Education for approval and will be effective Fall 2015.

President Rice recommended the Board of Regents approve the proposed tuition and mandatory fees rates for FY 2016.

<u>UNDERGRADUATE TUITION RATES</u>

(Nonresident students pay both resident and nonresident tuition)

Proposed FY 16:

Resident Tuition
Per Credit Hour
\$121.50

Annual Undergraduate
Tuition and Mandatory Fees
30 Credit Hours – 2 Semesters
\$6,009.00

Proposed FY 16: Annual Undergraduate

Nonresident Tuition Tuition and Mandatory Fees
Per Credit Hour 30 Credit Hours – 2 Semesters

\$243.00 \$13,299.00

UNDERGRADUATE GUARANTEED TUITION RATES

(Available to first time resident students only)

Proposed FY 16: Annual Undergraduate
Resident Tuition Tuition and Mandatory Fees
Per Credit Hour 30 Credit Hours – 2 Semesters

\$139.72 \$6,555.60

GRADUATE TUITION RATES

(Nonresident students pay both resident and nonresident tuition)

Proposed FY 16: Annual Graduate

Resident Tuition Tuition and Mandatory Fees
Per Credit Hour 24 Credit Hours – 2 Semesters

\$155.65 \$5,626.80

Proposed FY 16: Annual Graduate

Nonresident Tuition Tuition and Mandatory Fees
Per Credit Hour 24 Credit Hours – 2 Semesters

\$265.15 \$11,990.40

MANDATORY FEES

(Charged by the credit hour)

	FY 2015 Rate	FY 2016 Rate
Activity Fee	\$21.85	\$26.10
Culture & Recreation Fee	.67	1.10
Records Fee	.33	1.00

Previously approved mandatory fees remain unchanged for FY 2016.

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

SUBSTANTIVE PROGRAM CHANGES – RSU

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

1. PROGRAM Department of Applied Technology
Bachelor of Technology in Applied Technology (107)
Bachelor of Science in Business Information Technology,
Computer Network Administration Option (108N)

PROPOSED MODIFICATION

Remove prerequisites, IT 4353 Information Assurance and Security Management:

BADM 3113 Business Communications or ENGL 3113 Advanced Technical Writing

COMMENTS

Student learning outcomes for IT 4353 can be supported through successful completion of ENGL 1113.

2. PROGRAM Department of Biology Bachelor of Science in Biology (112)

PROPOSED MODIFICATION

Add new course:

BIOL 3512 Molecular Techniques Laboratory

Change course description and credit hours, BIOL 3504

FROM: BIOL 3504 Molecular Cell Biology

Course will emphasize fundamental principles of eukaryotic cell biology at the molecular and cellular levels with emphasis on cell structure and cellular and biochemical processes and mechanisms. Lab required. Prerequisites: BIOL 1144, CHEM 1315, and CHEM 1415.

TO: BIOL 3503 Molecular Cell Biology

Course will emphasize fundamental principles of eukaryotic cell biology at the molecular and cellular levels with emphasis on cell structure and cellular and biochemical processes and mechanisms. Prerequisites: BIOL 1144, CHEM 1315, and CHEM 1415.

Change prerequisites, BIOL 4153 Molecular Genetics

FROM: BIOL 1144 and CHEM 1415. CHEM 3125 recommended.

TO: BIOL 1144 and CHEM 1415. CHEM 3125 recommended. Pre- or corequisite: BIOL 3512.

Change in Required Program Emphasis

FROM: 16 hours

BIOL 3204 Physiology

BIOL 3504 Molecular Cell Biology

BIOL 3525 Biology of Microorganisms

BIOL 4153 Molecular Genetics

TO: 17 hours

BIOL 3204 Physiology

BIOL 3503 Molecular Cell Biology

BIOL 3525 Biology of Microorganisms

BIOL 4153 Molecular Genetics

BIOL 3512 Molecular Techniques Laboratory

Change in Selected Electives from 12 credit hours to 11 credit hours

June 24, 2015 34694

COMMENTS

After examining the curriculum, the faculty determined that certain areas of knowledge were not being covered adequately. The new course satisfies the needed focus on teaching molecular techniques. A skill matrix was developed, priorities set and the other changes made to provide the skills at the appropriate level of acquisition.

3. PROGRAM Department of Communications Bachelor of Arts in Communications (114)

PROPOSED MODIFICATION

Add new course

COMM 3873 Gender and Technology Add new course to free electives

COMMENTS

Students want and need more elective courses in the Communications major, and this course has proved popular when offered as a special topics class.

4. PROGRAM Department of Fine Arts Bachelor of Fine Art (119)

PROPOSED MODIFICATION

Add new courses:

ART 3713 East Asian Art History ART 4613 Baroque Art History

ART 4623 Romanticism in the Arts, Literature and Music

Add new courses as electives in the Studio Arts Option

COMMENTS

Students have asked for advanced art history courses. The courses will offer a broader range of electives in the Studio Arts Option, and support the new minor.

5. PROGRAM Department of History and Political Science Bachelor of Arts in Military History

PROPOSED MODIFICATION

Combine "General History Requirements" and "Program Core Requirements" into a 36-hour "General Program Core Requirements Section"

Delete HIST 4313 Readings in Military Leadership and Strategy from the core curriculum

Add HIST 4313 Readings in Military Leadership and Strategy to electives

Reduce Program Electives from 18 to 15 Reduce total credit hours for degree from 124 to 122

Add new courses:

HIST 3413 The Early Republic, 1786-1854 HIST 3423 The Gilded Age & Progressive Era, 1876-1917

America and The World, 1917-1945 HIST 3433

HIST 4413 The Enlightenment

HIST 4513 History Senior Capstone

Add new courses as free electives:

Delete courses from the course inventory:

HIST 3053 Famous Trials in American History

HIST 4033 Cultural Warfare: Major Controversies in U.S. History

HIST 4043 Reformers and Liberators HIST 4511 Military History Capstone

COMMENTS

Faculty members discerned a lack of upper-division American History period curricula; new courses added are those which are most likely to draw student interest and to support majors in Military History, and the B.S. in Social Science, History Option (110T).

6. PROGRAM Department of History and Political Science Bachelor of Arts in Public Administration (123)

PROPOSED MODIFICATION

Change name of degree program:

FROM: Bachelor of Arts in Public Administration

TO: Bachelor of Arts in Public Affairs Reduce the total credit hours from 126 to 122

Change the number of free electives from 6-12 to 3-9

Public Administration Program Core/ Political Science Program Core

Requirements Changes:

Reduce the Program Core Requirements total credit hours from 34 to 30

Remove courses from the Program Core Requirements

MGMT 3013 Principles of Management MGMT 3303 Organizational Behavior

ORGL 3333 Data Analysis and Interpretation ORGL 3443 Survey of Fiscal Management

POLS 4533 Municipal Government

POLS 4991 Exit Examination

Add existing courses to the Program Core Requirements

POLS 2043 Introduction to Comparative Politics

POLS 3273 Intergovernmental Relations

Add new course

POLS 2003 Politics Matters

Add new course to Program Core Requirements

Add Public Administration Option

Changes for the Public Administration Option:

Change course title and description for POLS 3553

FROM: Public Finance and Budgeting

TO: Public Finance and Personnel Management

Designate required courses for Public Administration Option:

MGMT 3013 Principles of Management

POLS 3553 Public Finance and Personnel Management

POLS 4513 Grants and Compliance
POLS 4533 Municipal Government
POLS 4623 Nonprofit Administration
SBS 3013 Research Methods I: Research Designs

Change name of Accounting and Budgeting Option to Accounting and Budgeting Focus

Remove course from the Accounting and Budgeting Focus

POLS 3553 Public and Finance Budgeting

Change name of the General Management Option to General Management Focus Remove courses from the General Management Focus

COMM 4223 Communications in Organizations POLS 3553 Public Finance and Budgeting POLS 4643 Public Personnel Administration

Add courses to the General Management Focus

ORGL 3223 Professional Communication

MGMT 3303 Organizational Behavior

Change name of Human Resources Management Option to Human Resources Management Focus

Remove course from the Human Resources Management Focus

POLS 4643 Public Personnel Administration

Change name of Public Affairs Option to Media Communications Focus

Remove courses from Media Communications Focus

COMM 3233 Media Sales and Advertising

ORGL 3223 Professional Communication

Add course to Media Communications Focus

COMM 1003 Introduction to Mass Communication

Change name of Research and Analysis Option to Research and Analysis Focus Remove course from Research and Analysis Focus

SBS 3013 Research Methods I: Research Designs

Add Political Science Option

Designate required courses for Political Science Option: (18 credit hours)

POLS 2123 Introduction to Political Ideas

POLS 3063 Constitutional Law

POLS 3163 The American Presidency

POLS 3173 The American Congress

POLS 4013 Campaigns, Elections, and Voting

POLS 4033 American Foreign Policy

Add Political Science Option Electives: (9 credit hours)

Choose 9 credit hours of the appropriate <u>non-General Education</u> courses with a GEOG, HIST, POLS, or SOC prefix.

Delete from course inventory

POLS 4643 Public Personnel Administration

COMMENTS

The Bachelor of Arts in Public Administration will not produce sustainable numbers over the long term. This change creates a public affairs degree with a shared core curriculum of political science courses, and provides a strong umbrella to support graduation requirements.

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

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

CONTRACTS AND GRANTS – RSU

In accordance with Regents' policy, a list of awards and/or modifications in excess of \$250,000 or that establish or make policy for the University, or that otherwise involve a substantial or significant service to be performed by the University are shown below.

Educational Talent Search:

Grantor: U.S. Department of Education

Award Period: 09/01/15-08/31/2016 \$ 298,564

Performance Period: 09/01/11-08/31/16 \$1,477,205

Remainder: End of Performance \$ 0

Period

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

Educational Opportunity Center:

Grantor: U.S. Department of Education

Award Period: 09/01/15-08/31/2016 \$ 592,789

Performance Period: 09/01/11-08/31/16 \$2,327,370

Remainder: End of Performance \$ 0

Period

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 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

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

Award Title	<u>Grantor</u>	Award Period	Award Amount
Educational Talent Search	U.S. Dept. of Education	09/01/15-08/31/2016	\$298,564
Educational Opportunity Center	U.S. Dept. of Education	09/01/15-08/31/2016	\$592,789

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

CLAREMORE EXPOSITION HALL & RECREATION CENTER LEASE AGREEMENT – RSU

This item was pulled from consideration after the agenda was posted and no action was taken.

REVISIONS TO THE STUDENT CODE/HANDBOOK AND STUDENT ORGANIZATION HANDBOOK – RSU

The current version of the Student Code of Responsibilities and Conduct is a 39-page, un-bookmarked PDF document that includes Titles 1-30 and, while comprehensive, it is quite cumbersome to navigate. Most policies have not been substantially updated since RSU became a four-year institution. The proposed revisions would change the online layout of the document where each Title is assigned a distinct URL, and students would be presented with a main page from which to browse policy titles and follow hyperlinks as needed. The numeric Title structure will be discarded in place of a listing of policies with descriptive titles. The policies will fall under the overarching rubric of the RSU Student Handbook. The format and content will be more similar to the student handbooks at the University of Oklahoma and Cameron University.

Changes to the Student Code go beyond formatting and layout, however, as several significant policy updates, which are outlined below, are being proposed along with lesser changes which serve to update and improve the policies.

The proposed Gender-Based Misconduct Policy for Students will replace the following policies: Title 21 – Sexual Harassment Policy and Title 26 – Sexual Assault Resources. The Gender-Based Misconduct Policy includes the latest Violence Against Women Acts and Title IX requirements and recommendations.

The proposed Facility Use Policy will replace the following policies: Title 6 – Campus Expression, Title 7 – Publications, and Title 8 – Distribution of Information, Solicitation, Proselytism. The new policy provides clear guidance on how registered student organizations and individual students who are currently enrolled may utilize various RSU facilities while ensuring the University can carry out its academic mission and also be a venue for the free exchange of ideas and opinions. It is similar to the Facility Use Policy adopted by Cameron University last year.

The proposed Administration of Student Code policy closely mirrors the policy of Cameron University but is intentionally adapted to RSU's needs and culture, such as the faculty-senate appointed Committee on Student Conduct. This policy replaces the latter half of the existing Title 14 – Non-Academic Code of Conduct, and more clearly articulates the process a student could expect when responding to charges of violating the Non-Academic Code of Conduct.

The Student Organization Handbook is a 54-page resource intended to assist registered student organizations successfully operate on campus and in the community. The Handbook contains both policy statements with which student organizations must abide as well as sample forms and other resources. The Handbook is being updated to incorporate the above proposed policies, such as the Facility Use Policy, and also to align with the recently revised bylaws of the RSU Student Government Association.

Copies of both revised documents are attached hereto as Exhibit A.

President Rice recommended amending the RSU Student Code of Responsibilities and Conduct and Student Organization Handbook to incorporate latest legal requirements (e.g., Title IX), reflect organizational changes such as position titles and reporting lines, apply current best practices in Student Affairs administration, and adopt suggestions made by the OU Office of Legal Counsel.

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

ANNUAL AUDIT PLAN FOR FISCAL YEAR 2016 - RSU

Following practices within the auditing industry and standards of the Institute of Internal Auditors, Internal Audit has developed an audit plan using a risk-based audit approach. As part of the risk-based approach, Internal Audit personnel discussed risk factors with University management and compiled internal and external data into a risk matrix in order to develop an audit plan. Based upon the analysis performed and the resources available, we believe that the current audit plan addresses the higher risk areas within the University.

The detailed Audit Plan for FY 2016 has been discussed with the Finance and Audit Committee and includes five departmental and functional audits.

Post-audit reviews and special projects will be performed when necessary or as requested. Internal audits may be performed on an unannounced basis.

President Rice recommended that the Board of Regents approve the annual Audit Plan for Fiscal Year 2016.

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

ACADEMIC & ADMINISTRATIVE PERSONNEL ACTION(S) – RSU

NEW APPOINTMENT(S):

Hoskinson, Heidi, M.S., Vice President for Enrollment Management/Registrar, annualized salary of \$120,000, for 12 months, effective July 6, 2015.

Korvich, Lynn, Ph.D., Associate Professor and Department Head, Health Sciences, annualized salary of \$84,500 for 12 months, tenure-track appointment, effective July 13, 2015.

Munsell, Sonya, M.A., Department of Psychology, Sociology, and Criminal Justice, annualized salary of \$35,000 for ten-month, non-tenure-track appointment, effective August 1, 2015.

REAPPOINTMENT(S):

Sparling, R. Curtis, M.B.A., Instructor, Department of Applied Technology, Temporary Instructor, annualized salary \$50,000, ten-month temporary, non-tenure-track appointment, effective August 1, 2015.

CHANGE(S):

Burns, Cathy, Director of Administrative Computing, salary changed from annualized rate of \$56, 650, for 12 months to annualized rate of \$67,000, for 12 months.

Kennemer, Cathy, Ph.D. title changed from Associate Professor, Department of Business, to Interim Department Head & Associate Professor, Department of Business, salary changed from annualized rate of \$54,000, for ten months to annualized rate of \$70,237.50, for 12 months, effective July 1, 2015.

Moeller, Gary, title changed from Professor, Department of Fine Arts, to Interim Department Head & Professor of Fine Arts, salary changed from annualized rate of \$71,305, for ten months to annualized rate of \$91,566, for 12 months, effective August 1, 2015.

Szopinski, Leonard, reassigned to part-time with title changed from Director, Physical Plant to Architect/Project Manager, effective July 1, 2015.

Willis, Susan, Ph.D., title changed from Professor and Department Head, Department of Sport Management, to Interim Dean & Professor, School of Business & Technology, salary changed from annualized rate of \$72,610, for 12 months to annualized rate of \$90,000, for 12 months, effective July 1, 2015.

RESIGNATION(S):

Barron, David, M.A., Executive Director of Enrollment Management/Registrar, effective June 19, 2015. Resignation.

President Rice recommended approval of the administration and faculty personnel actions listed above.

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

NONSUBSTANTIVE PROGRAM CHANGES – RSU CURRICULUM CHANGES – RSU QUARTERLY FINANCIAL ANALYSIS – RSU

The listed items were identified, by the administration, as "For Information Only." Although no action was required, the opportunity to discuss or consider the items individually was provided.

NONSUBSTANTIVE PROGRAM CHANGES – RSU

The Oklahoma State Regents for Higher Education confer upon each institution the authority to approve modifications that are non-substantive, but require the changes to be communicated to them for information only. The program modifications itemized below have been approved by the President and the Vice President for Academic Affairs, upon recommendation of the appropriate department and faculty, Curriculum Committee, and the Academic Council.

1. PROGRAM: Department of Applied Technology Minor in Computer Science (097)

PROPOSED MODIFICATION

Delete course from minor: CS 3333 Object-Oriented Technology

Add existing course to minor: CS 3363 Data Structures

COMMENTS: CS 3363 is more applicable for contemporary computer science curricula.

2. PROGRAM Department of English and Humanities Minor in Technical Writing (023T)

PROPOSED MODIFICATION

Add existing courses to Minor in Technical Writing:

ENGL 4513 English Grammar and Usage

COMM 4163 Global Communication

Decrease the 18-hour core to a 12-credit hour core, to include:

ENGL 2333 Technical Writing

ENGL 3113 Advanced Technical Writing

ENGL 3123 Topics in Advanced Composition

ENGL 4513 English Grammar and Usage

Create a 6-hour elective block, to include:

BADM 3113 Business Communications

BADM 3913 Communications Skills for Managers and Professionals

COMM 4163 Global Communication

CS 3213 Multimedia Development

Remove course from minor: HUM 4003 Multimedia Communications

COMMENTS: These changes strengthen the core for the minor, add to its rigor, and enhance the appeal to students by the increasing the number of elective options.

3. PROGRAM Department of English and Humanities Bachelor of Arts in Liberal Arts (BALA) (109)

PROPOSED MODIFICATION Add minor in Creative Writing

COMMENTS: Adding a minor in Creative Writing will benefit students in the BALA major, English Option, attract new students, and will be beneficial to Communications majors as well.

4. PROGRAM Department of Fine Arts

PROPOSED MODIFICATION

Add minor in Art History

Add new courses to support new Art History Minor:

ART 3713 East Asian Art History ART 4613 Baroque Art History

ART 4623 Romanticism in the Arts, Literature and Music

Add new courses as electives in the Studio Arts Option

COMMENTS: Students have asked for advanced art history courses, and the minor is a natural outgrowth of a widening interest in the field.

5. PROGRAM Department of Applied Technology

PROPOSED MODIFICATION

Change course description CS 1113 Microcomputer Applications

FROM: This course is designed for those who intend to be computer users rather than programmers. Successful completion of this course will satisfy the computer literacy requirement. Students will learn how to use the Internet, email, the Windows Operating System, a word processor, a spreadsheet, database management, and a presentation package.

TO: This course is designed for those who intend to be computer users rather than programmers. Successful completion of this course will satisfy the computer literacy requirement. Students will learn how to use the Internet, email, the Windows Operating System, a word processor, a spreadsheet, and a presentation package.

COMMENTS: Inclusion of a database management application is no longer relevant to this course.

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

CURRICULUM CHANGES – RSU

The Oklahoma State Regents for Higher Education confer upon each institution the authority to delete, modify and add courses. The course deletions, additions and modifications itemized below have been approved by the President and Vice President for Academic Affairs, upon recommendation of the appropriate department and faculty, the Curriculum Committee, and the Academic Council. They are being forwarded to the Board of Regents for information only.

Prefix / N	<u>Number</u>	<u>Title</u>	Comments
COURSE ADDITIONS			
ART	3713	East Asian Art History	
ART	4613	Baroque Art History	
ART	4623	Romanticism in the Arts, Literature and Musi	c
BIOL	3512	Molecular Techniques Laboratory	
COMM	3873	Gender and Technology	
HIST	3413	The Early Republic, 1786-1854	
HIST	3423	The Gilded Age & Progressive Era, 1876-191	7
HIST	HIST 3433 America and the World, 1917-1945		
HIST	HIST 4413 The Enlightenment		
HIST	4513	B History Senior Capstone	
POLS	2003	Politics Matters	
COURSE DELETIONS			
HIST	3053	Famous Trials in American History	
HIST	HIST 4033 Cultural Warfare: Major Controversies in U.S. History		S. History
HIST	4043	Reformers and Liberators	
HIST	HIST 4511 Military History Capstone		
POLS	4643	Public Personnel Administration	
COURSE MODIFICATIONS			
BIOL	3504	Molecular Cell Biology	Change course description and credit hours
BIOL	4153	Molecular Genetics	Change prerequisites
CS	1113	Microcomputer Applications	Change course description

June 24, 2015

IT 4353 Information Assurance and Security Change prerequisites
Management

POLS 3553 Public Finance and Budgeting Change title and course

MODIFICATIONS TO MINORS

description

Department of Applied Technology

Minor in Computer Science (097)

Delete course from minor:

CS 3333 Object-Oriented Technology

Add existing course to minor:

CS 3363 Data Structures

Department of English and Humanities

Minor in Technical Writing (023T)

Add existing courses to Minor in Technical Writing:

ENGL 4513 English Grammar and Usage

COMM 4163 Global Communication

Decrease the 18-credit hour core to a 12-credit hour core, to include:

ENGL 2333 Technical Writing

ENGL 3113 Advanced Technical Writing

ENGL 3123 Topics in Advanced Composition

ENGL 4513 English Grammar and Usage

Create a 6-credit hour elective block, to include:

BADM 3113 Business Communications

BADM 3913 Communications Skills for Managers and Professionals

COMM 4163 Global Communication CS 3213 Multimedia Development

Remove course from Minor:

HUM 4003 Multi-Media Communications

Department of English and Humanities

ADD MINOR in Creative Writing

Add Minor in Creative Writing to the Bachelor of Arts in Liberal Arts

Department of Fine Arts

ADD MINOR in Art History

Add new courses to support new Art History Minor

ART 3713 East Asian Art History

ART 4613 Baroque Art History

ART 4623 Romanticism in the Arts, Literature and Music

Add new courses as electives in the Studio Arts Option

PROGRAM MODIFICATIONS

Department of Communications

Bachelor of Arts in Communications (114)

Add new course:

COMM 3873 Gender and Technology

Add new course to list of electives

Department of History and Political Science

Bachelor of Arts in Military History (124)

Add new courses:

HIST 3413	The Early Republic, 1786-1854
HIST 3423	The Gilded Age and Progressive Era, 1876-1917
HIST 3433	America and The World, 1917-1945
HIST 4413	The Enlightenment
HIST 4513	History Senior Capstone

Add new courses as free electives

Delete courses from course inventory

HIST 3053	Famous Trials in American History
HIST 4033	Cultural Warfare: Major Controversies in U.S. History
HIST 4043	Reformers and Liberators
HIST 4511	Military History Capstone

Combine "General History Requirements" and "Program Core Requirements" into a 36-hour "General Program Core Requirements Section"

Delete HIST 4313 Readings in Military Leadership and Strategy from the core curriculum

Add HIST 4313 Readings in Military Leadership and Strategy to the elective curriculum

Reduce program electives from 18 to 15

Reduce total credit hours required from 124 to 122

Department of History and Political Science

Bachelor of Arts in Public Administration (123)

Change Name Of Degree Program:

FROM: Bachelor of Arts in Public Administration

TO: Bachelor of Arts in Public Affairs Reduce the total credit hours from 126 to 122

Change the number of free electives from 6-12 to 3-9

Public Administration Program Core/ Political Science Program Core Requirements Changes:

Reduce the Program Core Requirements total credit hours from 34 to 30

Remove courses from the Program Core Requirements:

MGMT 3013 Principles of Management
MGMT 3303 Organizational Behavior
ORGL 3333 Data Analysis and Interpretation
ORGL 3443 Survey of Fiscal Management

POLS 4533 Municipal Government POLS 4991 Exit Examination

Add existing courses to the Program Core Requirements:

POLS 2043 Introduction to Comparative Politics

POLS 3273 Intergovernmental Relations

Add new course:

POLS 2003 Politics Matters

POLS 2003 Politics Matters to Program Core Requirements

Add Public Administration Option:

Changes for the Public Administration Option:

Change course title and description for POLS 3553

FROM: Public Finance and Budgeting

TO: Public Finance and Personnel Management

Designate required courses for Public Administration Option:

MGMT 3013 Principles of Management

POLS 3553 Public Finance and Personnel Management

POLS 4513 Grants and Compliance POLS 4533 Municipal Government POLS 4623 Nonprofit Administration

SBS 3013 Research Methods I: Research Designs

Change name of Accounting and Budgeting Option to Accounting and Budgeting Focus:

Remove course from the Accounting and Budgeting Focus POLS 3553 Public and Finance Budgeting

Change name of the General Management Option to General Management Focus:

Remove courses from the General Management Focus

COMM 4223 Communications in Organizations

POLS 3553 Public Finance and Budgeting

POLS 4643 Public Personnel Administration

Add courses to the General Management Focus

ORGL 3223 Professional Communication

MGMT 3303 Organizational Behavior

<u>Change name of Human Resources Management Option to Human Resources Management Focus:</u>

Remove course from the Human Resources Management Focus POLS 4643 Public Personnel Administration

Change name of Public Affairs Option to Media Communications Focus:

Remove courses from Media Communications Focus COMM 3233 Media Sales and Advertising ORGL 3223 Professional Communication

Add course to Media Communications Focus COMM 1003 Introduction to Mass Communication

Change name of Research and Analysis Option to Research and Analysis Focus:

Remove course from Research and Analysis Focus

SBS 3013 Research Methods I: Research Designs

Add Political Science Option:

Designate required courses for Political Science Option: (18 credit hours)

POLS 2123 Introduction to Political Ideas

POLS 3063 Constitutional Law

POLS 3163 The American Presidency

POLS 3173 The American Congress

POLS 4013 Campaigns, Elections, and Voting

POLS 4033 American Foreign Policy

Add Political Science Option Electives: (9 credit hours)

Choose 9 credit hours of the appropriate <u>non-General Education</u> courses with a GEOG, HIST, POLS, or SOC prefix.

Delete from course inventory

POLS 4643 Public Personnel Administration

Department of Biology:

Bachelor of Science in Biology (112)

Add new course:

BIOL 3512 Molecular Techniques Laboratory

Modification of existing courses:

Change course description and credit hours:

BIOL 3504 Molecular Cell Biology

Change prerequisites:

BIOL 4153 Molecular Genetics

Change in required program emphasis, Medical Molecular Emphasis, 16 credit hours to 17 credit hours

Change in selected electives from 12 credit hours to 11 credit hours

Department of Applied Technology:

Bachelor of Technology in Applied Technology (107)

Bachelor of Science in Business Information Technology, Computer Network Administration Option (108N)

Change prerequisites, IT 4353 Information Assurance and Security Management

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

QUARTERLY FINANCIAL ANALYSIS – RSU

By request of the Board of Regents, the Rogers State University Statements of Net Position as of March 31, 2015, Statement of Changes in Net Position for the nine months then ended and related Executive Summary are presented and attached hereto as Exhibit B.

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

MINUTES

Regent Bennett moved approval of the minutes of the regular meeting held May 7, 2015 as printed and distributed prior to the meeting. The following voted yes on the motion: Regents Weitzenhoffer, Bennett, Humphreys, Burgess and Stone. The Chair declared the motion unanimously approved.

MEETING DATES FOR 2016

January 27-28, 2016	Wednesday and Thursday
March 8-9, 2016	Tuesday and Wednesday
May 12-13, 2016	Thursday and Friday
June 20-22, 2016	Monday, Tuesday and Wednesday
September 14-15, 2016	Wednesday and Thursday
October 25-26, 2016	Tuesday and Wednesday
December 1-2, 2016	Thursday and Friday

Action to approve the dates for Board of Regents' regular meetings during 2016 was proposed.

Regent Humphreys moved approval of the dates as listed. The following voted yes on the motion: Regents Weitzenhoffer, Bennett, Humphreys, Burgess and Stone. The Chair declared the motion unanimously approved.

CAMERON UNIVERSITY

REPORT OF THE PRESIDENT OF THE UNIVERSITY

President McArthur told of the many events happening on campus over the summer months, including summer performances of music and theatre along with an array of camps, a few done with state support. Science Detectives and Nanoexplorers are two camps for middle school and high school students, working at the National Wildlife Refuge studying antibiotic resistance transfer. You can imagine a bunch of students chasing buffalo, longhorn cattle and regular cattle trying to get samples. The students enjoyed the event where they reported on their DNA sequencing, and there are quite a few budding scientists. Of course there are also athletic camps like basketball and softball. As well, the University continues to work to provide experiential learning, such as teacher education placement, for more students. The

psychology program, through the generosity of Mr. and Mrs. C.L. Craig, hosts Camp for Champs, an opportunity for 21 of the University's aspiring special education teachers and psychologists to work with 50 special needs children and their parents for a weeklong residential camp. The Cameron Connection camp also just finished. From the generous gift of Dr. and Mrs. Ron Woodson, this camp brings in 8th and 9th graders from southwest Oklahoma who have no college going experience in their families. In a residential camp setting, they are taught about financial aid, admissions, the ACT and other things that are called the "hidden curriculum", things that those who have been to college teach their children. Two programs at the University, We Want You Back and Graduation Starts Today, are helping CU meet degree completion goals as part of Governor Fallin's Complete College America initiative. The assigned target for the University was 874 degrees. Last year, that target was far exceeded with 1,008, and this year that number was beaten by a significant margin, with the University awarding 1,244 Cameron degrees. Twelve of those were student athletes who were offered Degree Completion Scholarships by the McMahon Foundation, as their athletic scholarship was exhausted. Twelve were eligible, and all twelve received degrees this year.

FISCAL YEAR 2016 BUDGET – CU

Cameron University enters the 2015 – 2016 academic year having completed the second year of the ambitious goals set forth in *Plan 2018: Values Driven, Action Oriented.* This five-year strategic plan uses the university core values to guide the actions and initiatives of every member of the faculty, staff, and administration of Cameron University to build upon over a century of excellence.

These are Cameron's Core Values, which drive our actions:

Value One: Student Learning

• Value Two: Excellence in Teaching, Scholarship, Service, and Mentoring

• Value Three: Leadership in our Community and Region

• Value Four: Shared Governance

• Value Five: Diversity

• Value Six: Responsible Stewardship of Public and Private Resources, the

Public Trust, and Cameron's Future

The actions and initiatives to advance those values for 2015 – 2016 are grouped by the following themes: Access; Affordability; Accountability; Attainment; and Engagement.

- Access Provide high school graduates and transfer students from southwest Oklahoma and beyond the opportunity for a college education
 - o Improve the Prospective Student Experience
 - Design and construct a new "Front Door" to the university in the Shepler Center for prospective and incoming students with improved wayfinding
 - Consolidate One Stop and Cashiering to provide a single location for student financial transactions in the McMahon Centennial Complex
 - Marketing Assessment
 - Conduct an environmental scan and market research study for Comanche and Stephens Counties, the source of two-thirds of the Cameron University student population
 - Evaluate degree program effectiveness, market reach, and financial aid distribution against specific student types such as international students, military related students, working adults and traditional aged students
 - Conduct a Summer Placement Boot Camp to improve college readiness prior to the start of the first Fall semester for new entering students

- Offer freshman-only sections of large enrollment courses with high rates of grades of D, F, AW, and W and use specifically selected and trained faculty and support staff
- Affordability Maintain quality learning experiences for a modest financial outlay by managing costs and by providing outstanding opportunities for financial assistance
 - o Increase student scholarships and tuition waivers by over \$120,000
 - o Maintain competitive tuition and mandatory fee rates
 - o Maintain competitive housing and board costs for resident students
 - Provide personalized financial updates to student borrowers with information about total debt, projected monthly payments and repayment terms followed by supplemental financial information resources
 - Provide additional counseling and financial support for students with strong academic performance after one year but without sufficient course completion to graduate in four years
- Accountability Be responsible stewards of resources in our care on behalf of our students, our employees, and our community
 - o Install upgraded *Banner* and *DegreeWorks* software modules which will allow the university to manage course demand and optimize use of faculty resources through more accurate forecasting of future course demand
 - o Change entry level faculty salaries to \$32,000 for instructors and \$44,000 for assistant professors with terminal degrees
 - Provide a Market, Equity, and Compression Salary Plan for January 2016 conditional upon Fall 2015 enrollment
 - Modify terms of employment of coaches to more effectively use strengths in the areas of motivation and to improve professional development opportunities
- Attainment Assist each student to meet his or her aspirational goals for a degree, certificate, or course completion
 - Assess student psychosocial attributes and apply appropriate interventions to improve resilience and "grit"
 - o Design and implement a four year degree completion incentive program
 - o Provide engaging and effective facilities
 - Communicate and celebrate the opening of the Office of Teaching and Learning within newly remodeled Burch Hall
 - Construct a privately funded Gross Anatomy Laboratory in support of biology, allied health and pre-nursing programs
 - Construct the privately funded Terry Bell Golf Center in support of student athletes participating in men's or women's golf
- Engagement Support our students, our employees and our communities for the educational, cultural, and economic advancement of southwest Oklahoma and beyond
 - Open the Psychology Counseling Clinic to provide supervised instruction and experiential learning opportunities for psychology graduate students while providing needed community mental health support for underserved populations
 - Join the Oklahoma Manufacturers Alliance in support of the Cameron University Engineering Program
 - Increase funding support for the Student Civic Engagement Mini-Grant program

Cameron University remains fully committed to increasing and improving student success and student learning inside and outside the classroom while continuing to be an engaged partner with common education, business, industry, civic and government organizations. Each initiative reflects that commitment to impact every student.

Cameron University: Dedicated to the educational, cultural, and economic advancement of the communities we serve.

BUDGET OVERVIEW:

Total projected revenue for FY 2016 is \$50,231,278 and is composed of the following:

•	State appropriations	\$21,021,333	(41.8%)
•	Tuition	\$21,732,000	(43.2%)
•	Student fees	\$6,357,869	(12.7%)
•	Gifts, grants and state program reimbursements	\$863,251	(1.7%)
•	Other income	\$256,825	(0.5%)

Projected revenues include a \$762,432 decrease in state appropriated funds, new tuition and fee revenue of \$607,077 from a requested 4.5% increase in tuition and mandatory fees, an increase in existing academic service fees and implementation of the academic distinction fee and a decrease in budgeted enrollment. Reduced state support has resulted in a greater reliance on revenue from student tuition and fees to fund increases in mandatory costs and higher salaries to retain qualified faculty and staff. The reduced State allocation and continued underfunding of increases to mandatory costs by the State are two of the University's primary concerns for FY 2016 and future years.

Total expenditures for FY 2016 are projected to be \$50,815,526. The proposed budget includes the following expenditures:

•	Instruction	\$25,527,155	(50.2%)
•	Research	\$198,414	(0.4%)
•	Public service	\$358,054	(0.7%)
•	Academic support	\$2,651,402	(5.2%)
•	Student services	\$5,023,347	(9.9%)
•	Institutional support	\$4,550,487	(9.0%)
•	Physical facilities	\$6,967,667	(13.7%)
•	Scholarships and tuition waivers	\$5,539,000	(10.9%)

Overall, University expenditures will increase by \$170,827 from FY 2015, a 0.33% increase. The increase is the net result of increased mandatory costs, expenses related to the opening of a psychology counseling clinic in support of graduate students and meeting a community need, salary savings due to retirements, and a concerted effort to fund initiatives to improve student persistence and degree completion.

In this FY 2016 budget, Cameron's administrative expenses of 9.0% of all expenses represents a slight increase from FY 2015 but still well below the administrative cost guideline of 13% for regional universities established by the Oklahoma State Regents for Higher Education. The university continues to be committed to maximizing the portion of the budget allocated to instruction, academic support, student services, and student scholarships and waivers while minimizing the portion of the budget used by administrative departments. The commitment of prior year educational and general reserve funds in the amount of \$584,248 is required to meet budgeted mandatory costs increases and other initiatives. It is anticipated that some of the committed reserves will be recaptured by not filling or by delaying filling of certain open positions and through spending restraint by Cameron's faculty and staff. The projected, unobligated reserve balance for June 30, 2016 is \$4,021,345, or 7.5% of budgeted annual expenditures and 8.9% of budgeted annual expenditures net of tuition waivers. Due to the

reduction of state support, the amount of the projected, unobligated reserve is less than the 8.33% recommended by the Oklahoma State Regents for Higher Education.

President McArthur recommended the Board of Regents approve the operating budget for Fiscal Year 2016 as presented.

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

TUITION RATES AND MANDATORY FEE RATES FOR FISCAL YEAR 2016 – CU

70 O.S. 2001, Sections 3218.8 and 3218.9, as amended by House Bill No. 1748, authorizes the Oklahoma State Regents for Higher Education to establish resident and graduate tuition rates, nonresident tuition rates, and mandatory fees (fees for items not covered by tuition and which all students pay as a condition of enrollment at the institution). Section 3218.8 provides that the limits for undergraduate tuition and mandatory fees shall be less than 105% of the average resident tuition and mandatory fees at the university's peer institutions. Section 3218.9 provides that the limits for graduate resident and graduate non-resident tuition and mandatory fees shall be less than the average graduate resident and non-resident tuition and mandatory fees at peer institutions. Peer institutions for regional universities are determined by the State Regents and include "like-type public institutions in surrounding and other states."

In its deliberation on the establishment of resident tuition rates for undergraduate and graduate education, the State Regents shall balance the affordability of public higher education with the provision of available, diverse, and high-quality opportunities giving consideration to the level of state appropriations, the state economy, the per capita income and cost of living, the college-going and college-retention rates, and the availability of financial aid in Oklahoma. For any increase in the tuition rates, the State Regents shall demonstrate a reasonable effort to affect a proportionate increase in the availability of need-based financial aid.

Cameron University is requesting tuition and mandatory fee rates for academic year 2015-2016 which reflect a 4.5% increase for resident students and a 6.1% increase for nonresident students. The overall average increase in resident tuition and mandatory fees for full time resident undergraduate students is \$240 annually. The overall average increase in nonresident tuition and mandatory fees for nonresident undergraduate students is \$810 annually.

UNDERGRADUATE TUITION RATES

(Nonresident students pay both resident and nonresident tuition)

Proposed AY 15-16
Resident Tuition
Per Credit Hour
Tuition and Mandatory Fees
30 Credit Hours – 2 Semesters

\$132.00 \$5,580.00

Proposed AY 15-16
Nonresident Tuition
Per Credit Hour

Annual Undergraduate
Tuition and Mandatory Fees
30 Credit Hours – 2 Semesters

\$287.00 \$14.190.00

UNDERGRADUATE GUARANTEED RESIDENT TUITION RATE

Beginning with the 2008-2009 academic year, House Bill 3397 (HB 3397) passed by the Oklahoma Legislature requires that a new undergraduate student be given the opportunity to choose to participate in the Guaranteed Tuition Rate Program. HB 3397 also provides that the guaranteed tuition rate shall be less than 115% of the nonguaranteed tuition rate. A first-time, full-time undergraduate student who is a resident of Oklahoma can choose to pay a guaranteed rate for the next 4 years ("the Plan") or at an annual rate charged each year. The recommended resident undergraduate guaranteed tuition rate is \$151.00 per credit hour for students entering Fall 2015, Spring 2016 or Summer 2016. In comparison, the resident undergraduate guaranteed tuition rate for the 2014-2015 academic year was \$142.50 per credit hour.

UNDERGRADUATE GUARANTEED TUITION RATES

(Available to first-time resident students only)

Proposed AY 15-16
Resident Tuition
Per Credit Hour

Annual Undergraduate
Tuition and Mandatory Fees
30 Credit Hours – 2 Semesters

\$151.00 \$6,150.00

GRADUATE TUITION RATES

(Nonresident students pay both resident and nonresident tuition)

Proposed AY 15-16 Annual Graduate

Resident Tuition Tuition and Mandatory Fees
Per Credit Hour 24 Credit Hours – 2 Semesters

\$169.00 \$5,352.00

Proposed AY 15-16 Annual Graduate

Nonresident Tuition Tuition and Mandatory Fees
Per Credit Hour 24 Credit Hours – 2 Semesters

\$340.00 \$13.512.00

MBA AND MSOL ON-LINE RATES

Proposed AY 15-16 Annual Graduate

Resident MBA On-Line
Tuition Per Credit Hour

Tuition and Mandatory Fees
24 Credit Hours – 2 Semesters

\$285.00 \$6,840.00

Proposed AY 15-16 Annual Graduate

Nonresident MBA On-Line
Tuition Per Credit Hour

Tuition and Mandatory Fees
24 Credit Hours – 2 Semesters

\$365.00 \$8,760.00

MANDATORY FEES:

 $\overline{(Charged\ by\ the\ credit\ hour)}$

Student Technology \$16.50 Library Automation and Materials 5.75

Assessment	3.50
Academic Records	3.00
Student Facility	14.00
Student Activity*	10.00
Cultural and Lectureship	1.25

^{*}Includes Student Government Fee of \$0.15

Offsetting the additional cost to students are increased scholarships and other financial support. Resident tuition waivers and university scholarships will be increased 5% from \$2,419,000 in academic year 2014-2015 to \$2,539,000 in academic year 2015- 2016. Cameron has consistently received national recognition for its commitment to affordability. According to data reported in the US News and World Reports "Best Colleges 2015," Cameron is among the top 5% of 620 like universities across the nation in terms of our students graduating with low debt. Specifically, 70% of Cameron's students graduated without any debt in 2013. The University remains committed to maintaining its low debt load among graduates by continuing to offer expansive financial assistance to students.

If approved by the Board of Regents, this tuition and mandatory student fee request will be forwarded to the Oklahoma State Regents for Higher Education for approval and will become effective Fall 2015.

President McArthur recommended the Board of Regents approve the proposed tuition and mandatory fee rates for academic year 2015-2016.

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

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 recommendations 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 Engineering

PROPOSED CHANGE: Program Requirement Change

COMMENTS: One existing course will be added to the required course category for the Civil Engineering Option. The requested change will add a capstone course to this option and align it with requirements for the other options in the major. Total hours for the option will increase from 12 to 14. Total hours for the major will increase from 24 to 26. Total hours for the degree will increase from 69 to 71. The requested changes will not require additional funds.

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

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

FOOD SERVICES CONTRACT – CU

In 2011, Cameron University solicited proposals for food service operations in Cameron's dining halls, snack bars, coffee shop and for on-campus catering. With Board approval, the only responding bidder, Sodexo, Inc., was awarded a contract for Fiscal Year 2011-2012. The contract also granted Cameron University nine separate and successive renewal options of one year each at a mutually agreed upon price.

The proposed renewal contract amount is based on a sliding board scale with the University's costs based on the number of participants and on the occupancy of Cameron's residential apartments where residents are required to participate in a dining/convenience plan. The estimated contract amount assumes the number of meal plan participants in Fiscal Year 2015-2016 will be comparable to Fiscal Year 2014-2015. The proposed contract amount takes into consideration a 3 percent increase in the cost of traditional board and commuter plans. An average increase of 4.96 percent for student board and commuter plan rates was approved by the Board in January 2015.

President McArthur recommended the Board of Regents approve the fifth one-year renewal option of a food service operations contract with Sodexo, Inc. The estimated contract amount for Fiscal Year 2015-2016 is \$981,000.

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

TERRY BELL GOLF CENTER CONSTRUCTION CONTRACT APPROVAL - CU

Cameron University received a gift from the estate of Terry Bell to construct a golf center. The golf center will provide an indoor practice facility for Cameron's men's and women's golf teams. The practice facility will consist of three driving bays, lockers, and restroom facilities for golf team members, putting surfaces, and storage and office space for equipment and coaches. Additionally, the facility will have video recording and playback equipment. The facility is being constructed at the site of the teams' current practice range.

Due to the timing of the project, authority to award contracts is sought. Planned completion of the facility is during the 2015 Fall semester. To meet this timetable, it is necessary to award contracts prior to the Board's September meeting. Contracts will be competitively bid.

Funding has been identified from existing donor gifts, Section 13 funds, and other legally available funds. Actions taken pursuant to the authority granted will be reported back to the Board of Regents.

President McArthur recommended the Board of Regents authorize the President or his designee to award a contract for constructing the Terry Bell Golf Center. The total amount of the construction contract(s) awarded will not exceed \$400,000.

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

ANNUAL INTERNAL AUDIT PLAN FOR FISCAL YEAR 2016 - CU

Following practices within the auditing industry and standards of the Institute of Internal Auditors, Internal Audit has developed an audit plan using a risk-based approach. As part of the risk-based approach, Internal Audit personnel discussed risk factors with University management and compiled internal and external data into a risk matrix in order to develop an audit plan. Based upon the analysis performed and the resources available, we believe that the proposed audit plan addresses the higher risk areas within the University.

The detailed Audit Plan for FY 2016 has been discussed with the Finance and Audit Committee and includes six departmental and functional audits.

Post-audit reviews and special projects will be performed when necessary or as requested. Internal audits may be performed on an unannounced basis.

President McArthur recommended that the Board of Regents approve the annual Audit Plan for Fiscal Year 2016.

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

ACADEMIC AND ADMINISTRATIVE PERSONNEL ACTIONS -CU

APPOINTMENT(S):

Crutcher, Bryan, Assistant Professor, tenure track, Department of Sports and Exercise Science, annualized rate of \$44,000 for 10 months paid over 12 months (\$3,666.67 per month) effective August 6, 2015. (In the event the doctorate is not completed as scheduled, salary will be \$38,000 (\$3,166.67 per month) with the rank of Instructor.)

Ph.D., (expected May 2015) Michigan State University

M.A., California State University

B.S., California State University

A.S., College of the Canyons

Last Position: Graduate Assistant, Michigan State University

Years Related Experience: None

Gonzales, Jose Antonio, Assistant Professor, tenure track, Department of English and Foreign Languages, annualized rate of \$42,000 for 10 months paid over 12 months (\$3,500 per month) effective August 6, 2015.

Ph.D., Florida State University

M.A., University of Camaguey (Cuba)

B.A., University of Oriente (Cuba)

Last Position: Adjunct, Florida Southwestern College

Years Related Experience: Eight

Thapa, Narayan, Associate Professor and Chair, tenure track, Department of Mathematical Sciences, annualized rate of \$65,000 for 10 months paid over 12 months which includes a \$10,000 chair stipend (\$5,416.67 per month) effective August 6, 2015.

Ph.D., University of Oklahoma

M.Ed., Minot State University

M.A., University of Oklahoma

M.Sc., Tribhuvan University

Last Position: Assistant Professor, Minot State University

Years Related Experience: Four

Youngblood, Sheila, Assistant Professor, tenure track, Department of Chemistry, Physics, and Engineering, annualized rate of \$55,000 for 10 months paid over 12 months (\$4,583.33 per month) effective August 6, 2015. (In the event the doctorate is not completed as scheduled, salary will be \$45,000 (\$3,750.00 per month) with the rank of Instructor.)

Ph.D., (expected August 2015) Oklahoma State University

M.S., University of Kentucky

B.S., Oklahoma State University

Last Position: Instructor, Cameron University

Years Related Experience: Ten

CHANGE(S):

Carter, Ninette, Controller, promotion and title change to Vice President for Business and Finance, salary change from \$84,265 for 12 months (\$7,022.09 per month) to \$135,000 for 12 months (\$11,250 per month), effective July 1, 2015.

Hoepfner, Greg, Professor and Interim Chair, Department of Music, title changed to Professor and Chair, Department of Music, no salary change, effective July 1, 2015.

Johnson, Albert, Vice President for University Advancement, salary change from annualized rate of \$102,750 for 12 months (\$8,562.50 per month) to \$108,750 for 12 months (\$9,062.50 per month), effective July 1, 2015. Increase in duties and merit-based increase.

McArthur, John M., President of the University. Review of compensation and contract of employment and to make any necessary adjustments.

RESIGNATION(S) AND/OR NON-REAPPOINTMENT(S):

Cavazos, Jenel, Assistant Professor, Department of Psychology, May 13, 2015.

Faghihi, Usef, Assistant Professor, Department of Computing and Technology, May 13, 2015.

Lehman, Josh, Senior Director of Public Affairs, June 1, 2015.

White, Stephanie, Assistant Professor, Department of Education, May 13, 2015.

Chairman Stuart recommended the Board of Regents approve the personnel actions listed above.

Regent Weitzenhoffer moved approval of the recommendation with the following amendment:

McArthur, John, President of the University, increase annual compensation by 2.5%, effective July 1, 2015.

The following voted yes on the amended motion: Regents Weitzenhoffer, Bennett, Humphreys, Burgess and Stone. 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 the item 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 listed below 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.

COURSE ADDITIONS

<u>Prefix /Number Title</u>

SOCI 2513 Introduction to Social Work

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

THE UNIVERSITY OF OKLAHOMA

REPORT OF THE PRESIDENT OF THE UNIVERSITY

President Boren began his report by saying that the 125th anniversary Live On University campaign, with a goal of \$500 million, is going very well. He did not want to announce any numbers, but he is heartened and excited by the generosity of the donors to this campaign. The President announced that the University has again broken its own record by having the highest ranked student body academically. For the first time in history a public university is number one in national merit scholars enrolled among public and private universities, and that university is OU, ranking higher than universities such as Harvard, Yale, MIT, Stanford, etc. As well, for seven straight semesters OU's student athletes have had above a 3.0 average, as they continue to achieve not only on the court and field but as people as well. President Boren proceeded to introduce special guests who were present to be recognized as members of the Seed Sower Society, donors who have given \$1 million or more to the University. The President stated that, beyond their gifts as donors and financial supporters, each of these mean a lot to the University because of their loyalty, their contribution of their ideas and vision as well as resources. First to be recognized was former Regent Donald B. Halverstadt, M.D., and his wife, Liz. Don Halverstadt has many connections with and has served many roles at the Health Sciences Center through the years. He and Liz both understand the impact of private support. The Halverstadts have given to scholarships through the College of Medicine's Second Century campaign, to the Reynolds Performing Arts Center, and to athletics. The President then announced that Regent Stone wished to comment. Mr. Stone pointed out that, on his appointment to the Board, many people asked if he was the first basketball player to serve as a Regent. His response to that is that he's the first OU basketball player, but Don Halverstadt played at Princeton University. Regent Stone was pleased to get to know Dr. Halverstadt when he served as a physician to the basketball team and travelled with them. He closed his remarks by saying, "One of the times I felt the most honored in my life was a couple of years ago when Don endowed a scholarship for men's basketball in my name. That really was a special thing...and congratulations" to the Halverstadts. President Boren proceeded to introduce the next inductees, Regent and Mrs. Clay Bennett. He stated that their membership in the Seed Sower Society was not recent, but has just been waiting on the

presentation. The couple's gifts to the University have gone to many different areas: scholarships, endowed chairs, athletics, cancer and diabetes research, and fine arts to name a few. Introduced next was the Director of the University of Oklahoma Foundation and his wife, Guy and Caroline Patton. Both are graduates of the University, with Guy coming as Foundation Director in 2007. Their gifts to OU have focused on academics, including an estate gift to benefit OU Libraries. Finally, the President introduced Roger Teigen and his family. Mr. Teigen and his late wife, Sherry, are lifelong members of the Presidents' Associates, and have given to scholarships, cancer research, and athletics among other areas. President Boren closed his remarks by saying that over \$6 million in gifts has come from those recognized this day, and asked each to come forward for the sculpture presentations.

Regent Stone exited the meeting following photographs.

FISCAL YEAR 2016 BUDGET – ALL

The Fiscal Year 2016 (FY16) operating budget of The University of Oklahoma for \$1.9 billion is presented for approval. The FY16 budget is comprised of \$915.5 million for the Norman campus and \$1 billion for the Health Sciences Center.

Norman Campus:

The Norman campus received a total decrease in state appropriations in the amount of \$4.7 million, or 3.5 percent.

The new budget, if adopted by the Board, sets priorities which reflect those recommended by the Budget Council of the University. Faculty promotions are funded. The University has continued to modestly increase funding for academic areas and projects.

Health Sciences Center:

The Health Sciences Center campus received a total decrease in state appropriations in the amount of \$3.3 million, or 3.5 percent.

The new budget, if adopted by the Board, will provide funding for faculty receiving academic promotions and distinguished professorships, campus technology license and maintenance agreement inflationary increases, and library subscription inflationary increases.

OU-Tulsa Schusterman Center:

The Tulsa campus received a total decrease in state appropriations of \$287 thousand, or 3.5 percent.

The new budget, if adopted by the Board, sets priorities consistent with the Budget Council of the University and the OU-Tulsa Advisory Council. The University has continued to modestly increase funding for academic areas.

President Boren recommended the Board of Regents approve the operating budget for Fiscal Year 2016 as presented, including approval of academic promotions.

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

TUITION RATES AND MANDATORY FEE RATES FOR FISCAL YEAR 2016 - ALL

House Bill No. 1748 amended 70 O.S. Section 3218.8, authorizing the Oklahoma State Regents for Higher Education to establish resident tuition rates, nonresident tuition rates and mandatory fees (fees for items not covered by tuition and which all, or substantially all, students must pay as a condition of enrollment). At the comprehensive universities the combined average of the resident tuition and mandatory fees, as determined by the State Regents, shall remain less than the combined average of the resident tuition and fees at state-supported institutions of higher education that were members of the Big Twelve Conference as of March 28, 2003, the effective date of HB 1748. The rates are to remain less than the combined average of tuition and fees for like-type graduate and professional courses and programs of comparable quality and standing at state-supported institutions of higher education as determined by the State Regents.

In its deliberation on the establishment of resident tuition rates for undergraduate and graduate education, the State Regents shall balance the affordability of public higher education with the provision of available, diverse, and high-quality opportunities giving consideration to the level of state appropriations, the state economy, the per capita income and cost of living, the college-going and college-retention rates, and the availability of financial aid in Oklahoma. For any increase in the tuition rates, the State Regents shall demonstrate a reasonable effort to affect a proportionate increase in the availability of need-based student financial aid.

In addition to tuition and mandatory fees, students are also required to pay academic service fees. These fees are course and college specific, so the amount paid varies by student.

Once approved by the Board of Regents, these tuition and mandatory student fee requests, attached hereto as Exhibit C, will be forwarded to the Oklahoma State Regents for Higher Education for approval and will be effective Fall 2015.

President Boren recommended the Board of Regents approve the proposed tuition and mandatory student fee rates for Academic Year 2016.

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

ELECTRONIC MEDICAL RECORDS LICENSE EXPANSION AND TECHNICAL SUPPORT – HSC

In January, 2005 the Board approved the purchase of the GE Centricity Electronic Medical Records (EMR) software system for OU Physicians, Health Sciences Campus. The project implementation was planned to eventually include all clinics within the College of Medicine for operation from the same platform. The planned expansion of necessary licenses is in direct relationship to the number of participating physicians and this acquisition will include 200 additional licenses.

Annual maintenance is included in the license expansion acquisition and additional necessary technical support for the system software. The licenses and maintenance are only available from GE Healthcare Technologies in support of the GE Centricity EMR system. Pricing is fair and reasonable compared to previous license purchases. The annual maintenance will support 1500 licenses.

Funding is identified and available from the OU Physicians EMR clinical operating budget.

President Boren recommended the Board of Regents authorize the President or his designee to award a contract in the amount of \$1,371,764 to GE Healthcare Technologies, of Barrington, Illinois, on a sole source basis, for electronic medical records license expansion and technical support, for the one-year period to begin July 1, 2015.

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

SCHOOL OF COMMUNITY MEDICINE TANDY EDUCATION CENTER – TULSA

At the June 2014 meeting, the Board of Regents approved a guaranteed maximum price for construction of \$5,000,000 for the Tandy Education Center project. The new facility will house a simulation center, clinical skills laboratories, and student activity and study modules in a new two-story addition to Schusterman Center Building #1. The addition, currently under construction, connects with the E Wing of the existing building and contain approximately 16,000 square feet.

As utility work has progressed at the project site, a number of unforeseen conditions have been exposed – rock discovered, and deteriorated storm water drain and chilled water pipe which must be replaced. The increased scope of work will require an increase in the cost of construction. It is recommended that the Board approve a revised guaranteed maximum price for construction of \$5,200,000. This price includes the cost of all construction work; the cost of the CM's direct project management services; the CM's fee, bonds and project-related insurance; and an owner's contingency.

It is anticipated that construction will be completed during the summer of this year. The estimated total project cost is \$6,800,000, with funding identified, available and budgeted from private sources and the School of Community Medicine.

President Boren recommended the Board of Regent approve a revised guaranteed maximum price for construction of \$5,200,000 for construction of the Tandy Education Center, the School of Community Medicine's simulation and education facility.

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

HEALTH SCIENCES CENTER QUARTERLY FINANCIAL ANALYSIS – HSC CREDIT CARD TRANSACTION PROCESSING – ALL STAFFING SERVICES FOR INFORMATION TECHNOLOGY PROJECTS – ALL REPORT OF CERTAIN ACQUISITION CONTRACTS – ALL PRIME SUPPLIER FOR MICROSOFT PRODUCTS, USER AGREEMENT AND LICENSES – ALL

ON-CALL ARCHITECTS, ENGINEERS AND CONSTRUCTION MANAGERS QUARTERLY REPORT – ALL

QUARTERLY REPORT – ALL
QUARTERLY REPORT OF PURCHASES – ALL
REVISED ACADEMIC CALENDAR 2015-2016 – NC
NONSUBSTANTIVE PROGRAM CHANGES – NC
PRIME SUPPLIER FOR CISCO EQUIPMENT, SERVICES AND
MAINTENANCE – NC
TIMBERDELL ROAD RECONSTRUCTION – NC
FIRE ALARM AND SPRINKLER INSPECTION SERVICES – NC

INSTALLATION AND MAINTENANCE SERVICES FOR AUTOMATED ENVIRONMENTAL CONTROL SYSTEMS – NC NORMAN CAMPUS QUARTERLY FINANCIAL ANALYSIS – NC

The listed items were identified, by the administration, as "For Information Only." Although no action was required, the opportunity to discuss or consider the items individually was provided.

HEALTH SCIENCES CENTER QUARTERLY FINANCIAL ANALYSIS – HSC

By request of the Board of Regents, the Health Sciences Center *Statements of Net Position* as of March 31, 2015, and *Statements of Changes in Net Position* for the nine months then ended and related Executive Summary are presented and attached hereto as Exhibit D.

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

CREDIT CARD TRANSACTION PROCESSING - ALL

Board of Regents' policies and procedures require that acquisition contracts that merely establish unit pricing, availability and other terms and conditions but which are indefinite as to quantity and delivery must be reported to the Board of Regents if the cumulative orders against them are expected to exceed \$1,000,000 annually.

The University implemented a credit card settlement program in 1987 at the request of parents and students for payment of tuition and fees plus a wide variety of revenue transactions. Annual revenues from all sources (Athletics, tuition, fees, auxiliary services sales, etc.) settled by credit card (Visa, MasterCard, American Express, Discover, etc.), are estimated between \$75 million to \$90 million. The University requires a third party credit card processor for continued credit card payment service to University students, clinics and departments and to ensure timely receipt of payments, improved cash flow, fewer collection efforts and overall operational efficiency. Transactions settled by Visa and MasterCard represent almost 85% of the dollar value settled by credit card.

The contract awarded to First Data Merchant Services (Unified Merchants Services), of Atlanta, Georgia, is based on a previous competitive solicitation and will be the second renewal of a five-year contract.

Funding has been identified, is available and budgeted within the appropriate University unit's operating accounts.

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

STAFFING SERVICES FOR INFORMATION TECHNOLOGY PROJECTS – ALL

Board of Regents' policies and procedures require that acquisition contracts that merely establish unit pricing, availability and other terms and conditions but which are indefinite as to quantity and delivery must be reported to the Board of Regents if the cumulative orders against them are expected to exceed \$1,000,000 annually.

This item reports the anticipated activity for external staffing services for various Information Technology (IT) projects for FY 2016, estimated to be \$3,600,000 for all university campus locations in Norman, Oklahoma City, and Tulsa and is part of the ongoing IT shared services strategy. The staffing resources augment project team staff during large

implementations of IT campus projects, adding consulting services for various upgrades and enhancements, and specialized support for other projects. This provides a cost effective method for procuring highly specialized skill sets on an "as needed" basis instead of maintaining full-time permanent staff. Examples of uses include specialized systems administration skills, advanced coding and design skills, and expertise in next generation applications such as data warehousing and portals.

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

Past and projected expenditures are:

	2016	2015	2014	2013	2012
	Projected	Actual	Actual	Actual	Actual
Norman Campus	\$1,200,000	\$1,212,682	\$942,744	\$968,429	\$421,904
Health Sciences Center	\$1,500,000	\$2,019,233	\$342,078	\$254,622	\$117,685
Total	\$2,700,000	\$3,231,915	\$1,284,822	\$1,223,051	\$539,589

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

22nd Century Technologies, Inc.

314e Corporation

Amzur Technologies, Inc. Ardent Technologies, Inc.

AriesPro

Astute Business Solutions

AT&T BerryDunn

Campus EAI Ciber, Inc Cigniti Inc.

CNC Consulting Inc.

Coolsoft LLC

Crescens

Delcom Group LP Dell Marketing LP Delta Initiative

Dimension Consulting Inc. Dimension Systems, Inc.

Dom and Tom

DRG Professional Services

Dynasoft Synergy, Inc

Elegant Enterprise-Wide Solutions, Inc

Encore Consulting Services, Inc

Fowler Productions, Inc GDH Government Services Gideon Taylor Consulting GNC Consulting, Inc.

HRU, Inc. HTS Global

Huron Consulting Group LLC

Denver, Colorado

Fremont, California

Tampa, Florida Dayton, Ohio

Sugar Land, Texas

Pleasanton, California

Oklahoma City Portland, Maine Cleveland, Ohio

Overland Park, Kansas

Irving, Texas

Englewood, New Jersey Louisville, Kentucky

Piscataway, New Jersey

Lewisville, Texas Round Rock, Texas Gurnee, Illinois

Ashburn, Virginia

Farmington Hills, Michigan

Chicago, Illinois Oklahoma City Fremont, California Oklahoma City

Arlington Heights, Illinois

Norman

Oklahoma City Pleasant Grove, Utah Frankfort, Illinois Lansing, Michigan Adison, Illinois Chicago, Illinois

HyperGen, Inc. IData Incorporated Inceed, LLC Infojini, Inc. InfoPro Systems, Inc. InnoSoul, Inc

Innovative Systems Group Institutions GlobalSource, Inc

ITX

Kutir Corporation

Kynetic Technologies, LLC

LanceSoft, Inc Lumenate Modis Inc

Mitchell Martin, Inc.

Msys, Inc

Noodlestream.com, LLC

ONX Enterprise Solutions, LLC

Pro Presenters LLC

Professional Technology Integration, Inc.

RADgov, Inc.

Ramsoft Systems, Inc Richards & Associates Robert Half International Inc. Route 92 Consulting, Inc. SA Technologies, Inc Satori Consulting Inc. SOAL Technologies, LLC Solomons International, LLC Strata Information Group Inc.

TechForce Technology, Inc TEK Systems The Cansler Group True Digital Security

Ultimate Consulting IT, LLC US Tech Solutions, Ic Wildcard Thinking WTC Consulting, Inc. xForty Technologies

XYant Technology, Inc.

ZAI Global, Inc

Roanoke, Virginia Alexandria, Virginia Oklahoma City

Linthicum Heights, Maryland

Naperville, Illinois
Albany, New York
Orlando, Florida
Milwaukee, Wisconsin
Pittsford, New York
Newark, California
Clearwater, Florida
Herndon, Virginia
Addison, Texas
Oklahoma City
Oklahoma City
Cary, North Carolina
Oklahoma City
Dallas, Texas

Norcross, Georgia Ft. Lauderdale, Florida Southfield, Michigan Highland, California Oklahoma City

Foster City, California Santa Clara, California White Plains, New York

Austin, Texas

Norman

Harleysville, Pennsylvania San Diego, California Richardson, Texas Oklahoma City

Chattanooga, Tennessee

Tulsa

Atlanta, Georgia Jersey City, New Jersey Cedar Park, Texas Monrovia, California

Mechanicsburg, Pennsylvania

Norman

Piscataway, New Jersey

An evaluation team comprising the following individuals rated the responses:

Chance Grubb, Managerial Associate II, Information Technology, Norman Campus Suzanne Goodspeed, Administrator II, Information Technology, Norman campus Lori Granec, Program Specialist II, Information Technology, Norman Campus Nathan Baird, Manager, Purchasing Department

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

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

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

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

REPORT OF CERTAIN ACQUISITION CONTRACTS – ALL

Board of Regents' policy requires that acquisition contracts that merely establish unit prices, availability and other terms and conditions but which are indefinite as to quantity and delivery must be reported to the Board of Regents if the cumulative orders against them are expected to exceed \$1,000,000 annually.

This item provides the relevant information regarding the following reportable contract. The agreement supports the University's Information Technology (IT) department by providing technology products and services for resale, mainly through the University's IT Store, to campus departments and personally to faculty, staff, and students.

Supplier	Product / Service	Campus	Begin Date	End Date	Estimated Expenditures	Selection Method
Apple Computer Inc. of Cupertino, California	Apple computers	ALL	July 1, 2015	June 30, 2016	\$6,500,000	Sole Source

FY14 actual expenditures below:

Apple Computer Inc. \$4,300,000

Funding has been identified, is available and budgeted within the Information Technology operating accounts of participating campuses.

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

PRIME SUPPLIER FOR MICROSOFT PRODUCTS, USER AGREEMENT AND LICENSES – ALL

Board of Regents' policy requires that acquisition contracts that merely establish unit pricing, availability and other terms and conditions but which are indefinite as to quantity and delivery must be reported to the Board of Regents if the cumulative orders against them are expected to exceed \$1,000,000 annually.

This item reports the anticipated activity for the purchase of Microsoft products projected to be \$1,100,000 for FY 2016 for all three University of Oklahoma campuses and is also made available to Rogers State University and Cameron University campuses. The prime supplier award will include the Microsoft campus user agreement, Microsoft Select agreement and Microsoft site licenses. The FY16 projection includes extending the value of Microsoft productivity tools to University students. This solution is the result of the Shared Technology Services collaboration between The University of Oklahoma and Oklahoma State University that benefits both, and results in a projected savings of \$1 million over five years for The University of Oklahoma.

The University's Information Technology department (IT) estimates 6,774 full time equivalent employees (FTE) and 23,138 student users for Norman campus, 5,144 FTE and 3,132 student users for HSC and Tulsa campuses for fiscal year 2015. Rogers State University estimates 390 FTE and 3,331 student users and Cameron University estimates 562 FTE and 4,908 student users. The FY15 user estimates are used to project the FY16 costs.

FY15 actual expenditures:

Norman Campus \$653,394 HSC and Tulsa Campuses \$293,118

The contract is based on a previous competitive solicitation and will be the fourth renewal of a five-year contract.

The contract was awarded to GovConnection Inc. of Merrimack, New Hampshire, the best value bidder, and represents best value to The University of Oklahoma and other participating universities.

Funding has been identified, is available and budgeted from the Information Technology operating accounts or other operating accounts of participating campuses.

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

ON-CALL ARCHITECTS, ENGINEERS AND CONSTRUCTION MANAGERS QUARTERLY REPORT – ALL

In May 2009, the Board of Regents authorized a group of architectural and engineering firms to provide professional services required for small projects. The terms of service for all of these on-call consultants expired at June 30, 2014; however some professional services authorized prior to the expiration date are still underway. In May 2014, the Board authorized a new group of architectural and engineering firms to provide professional on-call services, and additionally authorized a group of construction management firms to provide services for minor construction and renovation projects.

Work completed during the third quarter of fiscal year 2015 by on-call architectural and engineering firms in both groups is summarized on the attached Exhibit E. No construction management work was completed in the second quarter.

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

QUARTERLY REPORT OF PURCHASES – ALL

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

- I. Purchases and/or acquisition of goods and services over \$250,000 must be submitted to the Board for prior approval; and
- II. Purchase obligations between \$50,000 and \$250,000 must be reported quarterly to the Board as an information item. Sole source procurements in this category must also be reported and identified as such.

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

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

REVISED ACADEMIC CALENDAR 2015-2016 - NC

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

The Norman Campus is amending the 2015 July Independence Day holiday schedule.

OKLAHOMA STATE REGENTS FOR HIGHER EDUCATION Institution: The University of Oklahoma – Norman Campus ACADEMIC CALENDAR FOR 2015-2016

Summer Session (2015):

Semester begins (first day of classes)

Please list dates of all holidays and breaks

MEMORIAL DAY

INDEPENDENCE DAY

Semester ends (including final exams)

Commencement date (graduation ceremony)

May 11, 2015

May 25, 2015

July 3, 2015

August 14, 2015

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

NONSUBSTANTIVE PROGRAM CHANGES – NC

Administrative/Internal Program Change Approved by Academic Programs Council, May 1, 2015 Addition of Areas of Concentration

JEANNINE RAINBOLT COLLEGE OF EDUCATION

Special Education, Master of Education (RPC 219, MC M855)

Addition of areas of concentration in Special Education, Special Education with Teacher Certification, Applied Behavior Analysis, and Secondary Transition Education. Mode of delivery will be face-to-face, online, and blended. The concentrations consist of 33 hours, 18 hours in required courses and 15 hours in guided electives.

Reason for request:

The objective of these new concentrations is to provide students with more options in applying to the program and to aid advising. Under the current program structure, it is sometimes difficult to determine which specific area of emphasis students wish to pursue. In order to ensure accuracy of advising, we are requesting to add these areas of concentration to more readily determine the coursework students need to graduate. Furthermore, the addition of these areas of emphasis will make it easier for students to complete the application process.

Change of Area of Concentration Requirements

JEANNINE RAINBOLT COLLEGE OF EDUCATION

Instructional Psychology and Technology (RPC 055, MC 550 Q374, MC M550 Q206, MC M550 Q357)

Change in requirements for areas of concentration. Replace EIPT 6113 with EIPT 5183; change wording in elective section for all areas of concentration. Total credit hours for the degree will not change.

Reason for request:

The course change is needed because EIPT 6113 is no longer taught, and wording change is needed to alleviate administrative problems with required Graduate College paperwork.

COLLEGE OF ARTS AND SCIENCES

Classics, Bachelor of Arts (RPC 234, MC B205 P123)

Change in Classical Studies area of concentration. Instead of having no required courses, as now, the concentration in Classical Studies will have a mixture of required and elective courses. To provide a more solid background, students will be required to take 9 hours of survey courses in Greek and Roman culture, 9 hours in history, literature, or philosophy, 9 hours in Greco-Roman culture, and 6 hours in the perception of Classical culture in the modem world, wrapping up the curriculum with the capstone. Total credit hours for the degree will not change.

Reason for request:

The department believes that students in the Classical Studies major should have a more structured curriculum than the current one, which has no structure beyond a requirement to take 36 hours. The proposed change will require them to take foundational courses to prepare them for the upper division courses in a variety of areas that will give them exposure to a broader spectrum of the ancient Greco-Roman world. We believe that this change will lead to better retention in the Classics major, since students will have stronger preparation at the lower level before moving on to upper division courses. Having students who are better prepared will in tum increase the quality of our upper division courses.

Classics, Bachelor of Arts (RPC 234, MC B205 P411)

Change in Latin area of concentration. Reduce LAT courses 3000-level or above from 15 hours to 12 hours by replacing 6 hours of LAT/CL C 3000-level or above and 6 hours of CL C with 9 hours of CL C 2000 or above; add LAT 3313 and LAT 4313; remove LAT 4503 capstone option. Total credit hours for the degree will not change.

Reason for Request:

These changes will more closely synchronize our program with the Latin Foreign Language degree offered through the College of Education. The purpose of the concentration in Latin is to prepare students to teach Latin at the primary or secondary level.

Change in Minor Requirements

COLLEGE OF ARTS AND SCIENCES

Chinese, Minor (N180)

Change in Minor requirements. Remove CHIN 1115 and CHIN 1225; replace CHIN 3223 with CHIN 2323; Add CHIN 3623, MLLL 3763, MLLL 4453, MLLL 4753 and CHIN 3223 as alternatives to MLLL 3753. Total credit hours for the Minor will change from 25 hours to 18 hours.

Reason for request:

Deleting beginning language courses to be consistent with other modem language minors. Replacing CHIN 3223 with CHIN 2323 will provide students with more practice in listening & speaking, which is essential to their language improvement as students need more contact time & systematic practice on listening & speaking in meaningful contexts. Adding options such as CHIN 3623, which is a popular class; many of the Chinese minor students major in Business. Frequent business interactions between China and the US make it imperative for students who major or minor in Chinese to learn about the language and etiquette for doing business with Chinese-speaking people, which opens up new career opportunities to students. In addition, MLLL 3763, 4453, 4753 are Chinese-related courses that can expand students' scope of Chinese study, therefore, having these course as alternative to MLLL 3753 gives students more choices in completing their minor requirement.

Non-Profit Organizational Studies, Minor (N738)

Change in Minor requirements. Adding CAS 4970, Fundraising and Philanthropy, as an elective. Total credit hours for the Minor will not change.

Reason for request:

This course is taken by most students minoring in Non-Profit Organizations.

Medical Humanities, Minor (N678)

Change in description of requirements. Change wording from "Any intermediate foreign language course, including ASL, beyond the university-wide 6 hour minimum" to "Any intermediate foreign language course, including ASL beyond the College of Arts and Science 13-credit-hour language requirement. Total credit hours for Minor will not change.

Reason for request:

The wording change is requested so the minor requirements will reflect the requirements of the College of Arts.

Additional changes are attached hereto as Exhibit G.

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

PRIME SUPPLIER FOR CISCO EQUIPMENT, SERVICES AND MAINTENANCE – NC

Board of Regents' policies and procedures require that acquisition contracts that merely establish unit pricing, availability and other terms and conditions but which are indefinite as to quantity and delivery must be reported to the Board of Regents if the cumulative orders against them are expected to exceed \$1,000,000 annually.

This prime supplier contract supports the University's network infrastructure by establishing pricing and availability of Cisco equipment, services, and maintenance at significant discounts. Cisco products are the campus standards for the Norman campus core network. This item reports anticipated activity of \$3,500,000 for fiscal year 2016.

To ensure the most competitive pricing, the University issued a Request for Proposal to the following suppliers:

Comstor Louisville, Colorado IMMIXGroup McLean, Virginia SYNNEX Corporation Fremont, California

The evaluation team comprised the following individuals:

Nathan Baird, Manager, Purchasing Anna Biggers, Assistant Vice President, Information Technology Michael Heard, Analyst, Information Technology Zane Gray, Administrator, Information Technology Kenneth Kurz, Administrator, Information Technology

The evaluation criteria were meeting specifications of the RFP, product availability, value added services, and discounted list pricing. The evaluation team determined that award to IMMIX Group, of McLean, Virginia, represents best value to the University.

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

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

TIMBERDELL ROAD RECONSTRUCTION- NC

At the March 2015 meeting, the Board of Regents authorized the administration to award a construction contract in an amount not to exceed \$2,000,000 for the Timberdell Road Reconstruction project and to report back the results of the bidding and the contract awarded. At the May meeting, the Board rejected the single bid received, which exceeded estimated costs, and also authorized the administration to revise and rebid the project and award a construction contract not the exceed \$1,800,000 to the company presenting the lowest responsive bid.

On May 29, 2015, one bid was received from RDNJ LLC dba A-Tech Paving. The bid was evaluated by Garver LLC, the project engineers, and the following representatives of the University administration:

Brian Holderread, Director, Architectural and Engineering Services Charlie Bright, Construction Administrator, Architectural and Engineering Services

A contract in the amount of \$1,715,360 for the Base Proposal and Alternate No. 1 (asphalt roadway) has been awarded to A-Tech Paving. A complete tabulation of the bid is shown as follows:

Base Proposal	\$1,467,637
Alternate No. 1, Asphalt Roadway	\$247,723
Alternate No. 2, Concrete Roadway	\$373,279

It is anticipated that construction will be completed in the fall. The estimated total cost for the project is \$2,300,000. Funding for the project has been identified, is available and budgeted from Series 2014A General Revenue Bond proceeds.

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

FIRE ALARM AND SPRINKLER INSPECTION SERVICES – NC

Board of Regents' policy required that acquisition contracts that merely establish unit pricing, availability and other terms and conditions but which are indefinite as to quantity and delivery must be reported to the Board of Regents if the cumulative orders against them are expected to exceed \$1,000,000 annually.

This item reports the anticipated activity for fire alarm and sprinkler inspection services for fiscal year 2016, with estimated annual expenditures of \$2,000,000. The fire alarm and sprinkler inspection services are used for both housing and non-housing campus buildings and are required to maintain and upgrade existing equipment or when new locations are added.

The contract to Simplex Grinnell, of Oklahoma City, is available through the State of Oklahoma from a competitive bid according to state purchasing rules and complies with Board of Regents Policies and Procedures regarding competition relative to the acquisition of products and services.

Funding has been identified, is available and budgeted within the Department of Facilities Management, Sam Noble Oklahoma Museum of Natural History and Housing and Food Service operating accounts.

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

INSTALLATION AND MAINTENANCE SERVICES FOR AUTOMATED ENVIRONMENTAL CONTROL SYSTEMS – NC

Board of Regents' policies and procedures require that acquisition contracts that merely establish unit pricing, availability and other terms and conditions but which are indefinite as to quantity and delivery must be reported to the Board of Regents if the cumulative orders against them are expected to exceed \$1,000,000 annually.

This item reports the overall anticipated activity of \$2.6 million for contracts to be awarded to two firms covering installation and maintenance services of automated environmental control systems for University buildings for fiscal year 2016. The contracts will support Facilities Management for automated control systems services including design and installation for new projects, and the maintenance and monitoring control of heating, ventilation, and air conditioning (HVAC) from a single station within Facilities Management. The automated systems provide the most economical use of energy by optimizing the many variables that govern a building's environment.

The contracts were awarded under the University's formal competitive process to (1) Automated Building Systems, Inc. of Oklahoma City and (2) Engineered Systems & Energy Solutions, Inc. of Oklahoma City.

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

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

NORMAN CAMPUS QUARTERLY FINANCIAL ANALYSIS – NC

By request of the Board of Regents, the Norman Campus *Statements of Net Assets* as of March 31, 2015, *Statements of Changes in Net Assets* for the nine months then ended and related Executive Summary are presented and is attached hereto as Exhibit H.

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

PROPOSALS, CONTRACTS, AND GRANTS

In accord with Regents' policy, a list of awards and/or modifications in excess of \$250,000 or that establish or make policy for the University, or that otherwise involve a substantial or significant service to be performed by the University are shown on the following pages. Comparative data for fiscal years 2011 through 2015 and current month and year-to-date, are shown on the graphs and tables attached hereto as Exhibit I.

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.

	FY14 Total Expenditures	FY14 YTD Expenditures	FY15 YTD Expenditures	
UNIVERSITY OF OKLAHOMA	\$287,907,839	\$235,114,767	\$227,749,294	
NORMAN CAMPUS	\$156,377,807	\$126,555,825	\$121,146,499	
HEALTH SCIENCES CENTER	\$131,530,032	\$108,558,942	\$106,602,795	

President Boren recommended that the Board of Regents ratify the awards and/or modifications for April 2015 submitted with this Agenda Item.

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

SUBSTANTIVE PROGRAM CHANGES - NC

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 academic programs itemized in the attached list have been approved by the appropriate faculty, academic units and deans, the Academic Programs Council, and the Senior Vice President and Provost. They are being submitted to the Board of Regents for approval prior to submission to the State Regents.

Substantive Program Change Approved by Academic Programs Council, May 1, 2015

Electronic Delivery of Existing Program

JEANNINE RAINBOLT COLLEGE OF EDUCATION

Special Education, Master of Education (RPC 219, MC M855)

Existing program delivered electronically. Shifting current face-to-face M.Ed. in Special Education to one delivered 100% on-line. The proposed on-line M.Ed. in Special Education 33 hour course sequence matches exactly the current face-to-face campus Masters Degree in Special Education semester hour course requirements.

Reason for request:

The OU on-line M.Ed. in Special Education will enable educators from across Oklahoma to gain advanced special education knowledge and practices with elective course options in Applied Behavior Analysis and/or Secondary Transition Education Practices (among other available on-line electives). The on-line delivery will enable OU to meet its mission to provide quality service to educators across the state by improving special education practices, which will increase school and post-school further education and employment outcomes of students with disabilities.

Option Deletion

JEANNINE RAINBOLT COLLEGE OF EDUCATION

Instructional Psychology and Technology (RPC 055, MC M325Q206, M325Q641)

Deletion of option in Educational Psychology and Technology, with concentrations Q206 and O641.

Reason for request:

This program option has not been used in quite some time and for unknown reasons was never fully deleted.

Change in Program Requirements

COLLEGE OF ARCHITECTURE

Architecture, Bachelor of Architecture (RPC 011, MC B045)

Course change requirement. Replace MATH 1823 with MATH 1523. Total credit hours for the degree will not change.

Reason for request:

The preferred course will better prepare students for subsequent professional courses in the curriculum.

COLLEGE OF ARTS & SCIENCES

Chinese, Bachelor of Arts (RPC 358, MC B180)

Course requirement change. Replace CHIN 4643 with CHIN 2323; add CHIN 3623, MLLL 3753, and MLLL 4453 as guided electives; and add MLLL 3763 and MLLL 4753 to major support courses. Total credit hours for the degree will not change.

Reason for request:

The requirement changes reflect the restructuring of the Chinese program and the addition of the new Chinese faculty members. The changes provide the students with more flexibility in completing their major. By taking CHIN 2323, students will have better practice of listening and speaking, which is essential to their real language ability improvement. As we believe that listening and speaking are the primary means of communication. And what the students need is more contact time and systematic practice on listening and speaking in meaningful contexts.

President Boren recommended the Board of Regents approve the proposed changes in the Norman Campus academic program.

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

NAMING THE COLLEGE OF ENGINEERING, ENGINEERING FACILITY AND THE SCHOOL OF BIOMEDICAL ENGINEERING – NC

Jim Gallogly, an OU law alumnus, has dedicated the majority of his professional career to advancing the chemical engineering industry. Gallogly, who serves on the Board of Visitors for the OU College of Engineering, worked for Phillips and later Chevron Phillips Chemical and ConocoPhillips in a career spanning almost 30 years. Upon joining Phillips in 1980, he held various roles in exploration and production, refining, chemicals, legal and finance, including international assignments. He rose to senior vice president of chemicals and plastics, vice president of olefins and polyolefins and vice president for North America production. He joined Chevron Phillips Chemical as president and chief executive officer in 2000. Six years later, he joined ConocoPhillips, serving first as executive vice president of refining, marketing and transportation. In 2008 he was named executive vice president of exploration and production.

He then became the CEO of LyondellBasell, one of the world's largest plastics, chemical and refining companies, serving as CEO from 2009 until his retirement in 2015.

Gallogly has served on the boards of directors of the American Chemistry Council and the Society of Chemical Industry. He also has served on the board of directors and executive committee of Junior Achievement of Southeast Texas. He is a member of the Oklahoma, Texas and Colorado bar associations. For leadership in his profession, OU awarded Gallogly an Honorary Degree in 2012.

Because of the Gallogly family's transformational support of the College of Engineering, naming the College of Engineering in their honor and dedicating the proposed new academic building to be constructed in the Engineering Quadrangle for the Gallogly family or as they designate is more than appropriate. Few donors have committed as significantly to one college as Janet and Jim Gallogly.

Peggy and Charles Stephenson and the Stephenson Family Foundation have been instrumental to the advancement of strategic goals of OU's Norman campus and the OU Health Sciences Center. The Stephensons, who grew up in the southeastern Oklahoma community of Antlers, are longtime partners in philanthropy, parenting and life. Their gifts have helped develop OU's rapidly growing Research Campus in Norman, thus benefitting research progress and economic development in the state of Oklahoma. In 2002, their gift to OU helped build a Research and Technology Center, which transformed an empty field into OU's now-burgeoning Research Campus. Four years later, they made a lead gift to help build a Life Sciences Research Center, and in 2010, the Stephensons presented OU with a naming gift to benefit cancer programs for all of Oklahoma and by creating the Stephenson Cancer Center. OU awarded Peggy Stephenson an Honorary Degree in 2008 and Charles Stephenson an Honorary Degree in 2003.

To help create the School of Biomedical Engineering, Peggy and Charles Stephenson have pledged a major gift from the Stephenson Family Foundation. Peggy Stephenson is executive director of the foundation, and Charles Stephenson is a 1959 OU petroleum engineering graduate and retired chairman of the board, president and CEO of Vintage Petroleum Inc., which was sold in 2006 to Occidental. The gift includes funding to endow five chairs and three professorships, faculty bridge support, and funding for endowed graduate fellowships.

The School of Biomedical Engineering, which will enroll its first students for the 2016 academic year, will be uniquely positioned to enhance collaboration throughout the Oklahoma biomedical community and across the multiple campuses in Oklahoma: OU Norman, OU-Tulsa, OU Health Sciences Center, the University of Tulsa, Laureate Institute for Brain Research, Oklahoma Medical Research Foundation and private companies in the medical technologies/healthcare industry.

In recognition of their exceptional contribution to advance biomedical engineering, naming the School of Biomedical Engineering as the Stephenson School of Biomedical Engineering is a proper way to honor the Stephenson's longstanding support.

President Boren recommended the Board of Regents approve the naming of the College of Engineering and proposed new academic building to be constructed in the Engineering Quadrangle after the Gallogly family and name the Stephenson School of Biomedical Engineering in recognition of gifts by the Galloglys and the Stephensons.

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

RESEARCH EQUIPMENT - NC

Due to the large volume of Fall 2015 new faculty start-up requests, faculty retention efforts and other research initiatives, along with the critical timing of these equipment purchases, this item is requesting approval to access the Master Lease-Purchase Program at this time to expedite the acquisition of needed research equipment. This is necessary to ensure the equipment will be available for the faculty upon or shortly after their start date in mid-August. Several pieces of equipment may exceed the \$250,000 purchasing threshold and those will be presented as separate agenda items prior to purchase.

I. SUMMARY OF COMMITMENTS:

- College of Arts and Sciences Total not to exceed: \$155,000
 - Department of Microbiology and Plant Biology Up to \$90,000 in equipment for a faculty position with an emphasis on microbial interactions or physiology with a focus on systems biology, environmental microbiology, energy or water research and biotechnology.
 - O Department of Physics and Astronomy Up to \$50,000 in equipment for faculty position in High Energy Physics.
 - Department of Political Science Up to \$15,000 in equipment for a faculty position in American Politics.
- College of Atmospheric and Geographic Sciences Total not to exceed: \$156,667
 - O Department of Geography Up to \$16,667 in equipment for a faculty position in GIS with an emphasis on applications to large-scale complex spatial problems associated with interactions between humans and the environment.
 - Department of Geography Up to \$25,000 in equipment for a faculty position in hydrology and water resources.
 - Department of Geography Up to \$15,000 in equipment for a faculty position in GIS with an emphasis on high level technical GIS skills (e.g. spatial programming and applications to environmental dynamics).
 - School of Meteorology Up to \$100,000 total in equipment for two faculty positions in weather, climate, or remote sensing.
- Mewbourne College of Earth and Energy Total not to exceed \$50,000
 - o ConocoPhillips School of Geology and Geophysics Up to \$50,000 in equipment for a faculty position in Petroleum Geochemistry.
- College of Engineering –Total not to exceed \$389,400
 - School of Aerospace & Mechanical Engineering Up to \$100,000 in equipment for a faculty position with an emphasis on Aerospace Controls.
 - School of Chemical and Biomedical Engineering Up to \$50,000 in equipment for a faculty position with an emphasis on renewable or convectional energy / water treatment processes.
 - School of Electrical and Computer Engineering Up to \$200,000 in equipment for a medical imaging faculty position per a faculty retention initiative.
 - O School of Industrial and Systems Engineering Up to \$16,700 in equipment for a faculty position in Data Science and Analytics.
 - School of Computer Science Up to \$22,700 in equipment for a faculty position in Data Science and Analytics.
- Gaylord College of Journalism and Mass Communications Total not to exceed \$5,000
 - o Journalism and Mass Communications Up to \$5,000 in equipment for a faculty position in professional writing.
- Jeannine Rainbolt College of Education Total not to exceed \$50,818
 - Educational Psychology Up to \$35,900 total in equipment for two faculty positions in Instructional Psychology and Technology.
 - o Instructional Leadership and Academic Curriculum Up to \$14,918 in equipment for a faculty position in Elementary Education

The purchase of startup equipment for new faculty hires is crucial to the recruitment of top junior and senior faculty and has a great impact on the quality of research at the University.

II. AND III. MASTER LEASE-PURCHASE PROGRAM

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

Funding for these start-ups has been identified, is available and budgeted within the Office of the Vice President for Research.

President Boren recommended that the Board of Regents:

- I. Authorize the President or his designee to compete, negotiate, and award contracts and purchase orders in an overall amount not-to-exceed \$806,885 to suppliers as necessary to configure and equip laboratory space and purchase other items as necessary for faculty hires and retention, such contracts and purchase orders to include those that must be awarded on a sole source basis pursuant to such objective;
- II. Authorize the President or his designee to submit the above actions for acquisition under the Oklahoma State Regents for Higher Education Master Lease-Purchase Program; and
- III. Recognize and acknowledge that the University may fund certain costs of the above actions prior to receipt of Master Lease proceeds from its own funds, and, to the extent the University utilized its own funds for said purposes, it is intended that proceeds of the Master Lease-Purchase Program will be utilized to reimburse the University.

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

LIMITED AND SPECIAL OBLIGATIONS, SERIES 2015CD – NC

At its January and March 2015 meetings the Board of Regents authorized the University's Administration to submit requests to the Governor, the Speaker of the House of Representatives, and the President Pro Tempore of the State Senate seeking approval to issue limited and special obligations, in the form of bonds, notes, obligations, debentures, interim certificates, grant and anticipation notes, interest in a lease, lease certificates of participation, lease purchase agreements, commercial paper, lines of credit, variable interest rate obligations of any kind, or other evidences of indebtedness on an interim and/or permanent basis with any interim financing to be ultimately retired from proceeds of permanent financing approved hereunder it being the intent that this approval apply both to related interim and permanent financing, in an amount sufficient to fund the proposed intercollegiate athletic, academic, research, student housing, parking, and infrastructure projects identified below and, in addition to the amounts needed for the proposed projects, to provide sufficient funds to fund any related

costs of issuance, underwriters' discounts, capitalized interest, reserve funds, bond insurance, net premiums/original issue discounts, and any other necessary and related expenditures associated with the issuance. Legislative approval to issue the obligations has been received.

At this time the University's Administration is preparing for the issuance of limited and special obligations in the next three to six months to fund the projects identified below:

Gaylord Family – Oklahoma Memorial Stadium	\$117,000,000
Residential Colleges	80,000,000
Structured Parking Facility	28,000,000
Real Property Acquisitions	6,500,000
Utility System Capital Projects	4,500,000
Campus Streets and Drives	4,000,000
Technology Infrastructure	3,000,000
Innovations Hub	2,000,000
	\$245,000,000

In planning for the obligations contemplated herein, only projects that are currently underway and in need of debt financing to complete funding have been included. In each instance, the use of debt financing 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 Limited and Special Obligations, Series 2015CD, and the plan of financing, and will be provided to investors to assist in their making an investment decision.

The obligations 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 obligations, the University's Administration will comply fully with the Board of Regents "Debt Policy", meaning that the obligations 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 limited and special obligations, in the form of bonds, notes, obligations, debentures, interim certificates, grant and anticipation notes, interest in a lease, lease certificates of participation, lease purchase agreements, commercial paper, lines of credit, variable interest rate obligations of any kind, or other evidences of indebtedness on an interim and/or permanent basis with any interim financing to be ultimately retired from proceeds of permanent financing approved hereunder it being the intent that this approval apply both to related interim and permanent financing, in an amount sufficient to fund the proposed intercollegiate athletic, academic, research, student housing, parking, and infrastructure projects identified above and, in addition to the amounts needed for the proposed projects, to provide sufficient funds to fund any related costs of issuance, underwriters' discounts, capitalized interest, reserve funds, bond insurance, net premiums/original issue discounts, and any other necessary and related expenditures associated with the issuance;

II. Authorize and approve the borrowing of funds for the purpose of issuing the above mentioned obligations 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 or costs;

- 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 obligations 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; and;
- 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 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 2015CD Obligations will be utilized to reimburse the University.

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

ENGINEERING ACADEMIC BUILDING - NC

At the May 2015 meeting, Board of Regents approved the Engineering Academic Building (Biomedical Engineering Facility) project. The new academic building to be constructed in the Engineering Quadrangle is to be named in appreciation of a major gift from Janet and Jim Gallogly. It is anticipated that the building will provide up to 90,000 gross feet of space for research and teaching laboratories and necessary support space. The facility is proposed to include a variety of spaces, such as reconfigurable and dual-use research and teaching laboratories, team rooms, forum rooms, offices, classrooms, and a large 150-person lecture hall. As now planned, the building will be designed to also include instructional laboratories for introductory classes offered through the departments of Chemistry and Biochemistry and Microbiology and Plant Biology. The total cost for the project is currently estimated to be approximately \$30,000,000.

At this time, an architectural consultant is needed to assist the University in programming and further definition of the project scope, and to provide full professional services for the project. A request for qualifications was sent to the architectural firms that are currently registered with the State of Oklahoma's Office of Management and Enterprise Services, Division of Capital Assets Management, Department of Real Estate Services, and a committee was formed to evaluate the responses received from nine firms. The committee was composed of the following:

Dennis Glover, Staff Architect, Architectural and Engineering Services, Chair Tony Gardner, Manager of Engineering, Facilities Management Mechelle Gibson, Director of Operations, Office of the Senior Vice President and Provost

William Forester, Assistant Director, Architectural and Engineering Services Thomas Landers, Dean, College of Engineering

Based on these proposals and client references, four firms were selected for further evaluation. In accordance with Board of Regents policy, the three in-state firms were given a preference by multiplying their final numerical rating by a factor of 1.05. The firms were ranked and rated as shown below.

- 1. Page Southerland Page, Dallas, Texas, with JHBR Architects
- 2. Studio Architecture, P.C., Oklahoma City, with PGAV Architects
- 3. Miles Associates Incorporated, Oklahoma City, with HDR, Inc.
- 4. Frankfurt-Short-Bruza Associates, P.C., Oklahoma City, with HKS Science and Technology

ENGINEERING ACADEMIC BUILDING ARCHITECTURAL FIRM EVALUATION SUMMARY

A acomtohility of	Page Southerland Page with JHBR Architects Dallas, TX *	Studio Architecture, P.C. with PGAV Architects Okla. City	Miles Associates Incorporated with HDR, Inc. Okla. City	Frankfurt-Short- Bruza Associates, P.C. with HKS Science and Technology Okla. City
Acceptability of Design Services	100	84	84	80
Quality of Engineering	96	92	84	84
Adherence to Cost Limits	38	40	44	40
Adherence to Time Limits	42	42	40	36
Volume of Changes	42	44	42	38
Resources of the Firm	22	19	20	21
Total Points	340	321	314	299
Total Points with	N/A*	337	330	314

5% In-State
Preference
* Out-of-state firm

President Boren recommended the Board of Regents:

I. Rank in the order presented above architectural firms under consideration to provide professional services for the Engineering Academic Building project, which will provide additional academic space for the College of Engineering, including housing the new Stephenson School of Biomedical Engineering;

- II. Authorize the University administration to negotiate the terms of an agreement and a fee, starting with the highest-ranked firm;
- III. Authorize the President or his designee to execute the consultant contract; and
- IV. Approve a revised project budget of \$30,000,000.

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

BIZZELL MEMORIAL LIBRARY, NEUSTADT WING LOWER LEVEL 2 RENOVATION – NC

This proposed project involves renovation and modernization space on Lower Level 2 of the 1983 Neustadt Wing addition to the Bizzell Memorial Library. The renovation will create common areas and work areas to be made available to members of the faculty and graduate students. Fairly significant mechanical and electrical system upgrades will be required for implementation of this project and also will augment future Bizzell renovations.

Interior upgrades will also be made in the Level 1 and Lower Level 1 central hub areas as part of this project.

It is proposed that the Board approve the Bizzell Memorial Library, Neustadt Wing Lower Level 2 Renovation project with an estimated total cost of \$9,500,000. Project funding has been identified, is available and budgeted from discretionary funds.

President Boren recommended the Board of Regents approve the Bizzell Memorial Library, Neustadt Wing Lower Level 2 Renovation project and addition of the project to the Campus Master Plan of Capital Improvement Projects for the Norman Campus.

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

CATE CENTER #2 RENOVATION – NC

At the March 2015 meeting, Board of Regents approved the design development phase plans for renovation of Cate Center #2 Renovation for the Department of English. This former residential facility will be renovated to house centrally scheduled classrooms, seminar rooms, reading rooms, faculty and staff offices, conference rooms, and other support spaces. The project will address life safety and code issues including accessibility, emergency egress, replacement of HVAC and plumbing systems, and addition of an elevator. At the same

meeting, the Board ranked Manhattan Construction Company highest among firms considered to provide construction management services for the project along with Storm-Hardened Shelters Project 2 and the Kaufman Hall Improvements project.

At the May 2015 meeting, the Board authorized the administration to contract and make payments not to exceed \$1,000,000 for early project construction. This early work has begun and its cost will be incorporated in the guaranteed maximum price.

Construction documents for the project have been finalized by MA+ Architecture, LLC, the project architects. The construction manager, Manhattan Construction Company, has assisted the University and the architects and engineers in advising on constructability, estimating costs and organizing the project construction sequence. The CM now has provided a guaranteed maximum price proposal for consideration. It is proposed that the Board approve a guaranteed maximum price for construction of \$5,600,000. This price includes the cost of all construction work; the cost of the CM's direct project management services; the CM's fee, bonds and project-related insurance; and an owner's contingency.

It is anticipated that construction will be completed summer 2016. The estimated total cost for the project is \$8,000,000, with funding identified, available and budgeted from Series 2015A General Revenue Bond proceeds.

President Boren recommended the Board of Regents:

- I. Approve a guaranteed maximum price for construction of \$5,600,000 for the Cate Center #2 Renovation project; and
- II. Recognize and acknowledge that the University may incur certain costs relative to the above project prior to receipt of bond proceeds and, to the extent the University utilizes currently available funds for said costs, it is intended that bond proceeds will be utilized to reimburse those outlays.

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

STUDENT HOUSING EXPANSION, RESIDENTIAL COLLEGES – NC

At the March 2015 meeting, the Board approved the design development phase plans for the Student Housing Expansion, Residential Colleges project. The Residential Colleges will be located at the southwest corner of Jenkins Avenue and Lindsey Street. Each of the two Residential Colleges will house approximately 300 students in a mix of room and suite configurations. Each college will include communal dining, a Senior Fellow apartment, stormhardened shelter, student lounge areas, and other organizational and academic amenities utilizing the "Residential College" community model.

Construction documents are currently being prepared by the project architects, ADG, Inc. A number of construction bid packages will be progressively developed and sequenced for bidding over several months. It is proposed that the Board authorize the expenditure of \$82,000,000 in funds budgeted for the cost of construction.

As authorized by the Board at the December 2014 meeting, early construction has commenced. It is anticipated that project construction will be completed summer 2017.

The current budget for the project is \$100,000,000. Funding has been identified, is available and budgeted from private sources, Housing reserves, and future general revenue bond proceeds.

President Boren recommended the Board of Regents:

- I. Authorize the University administration to contract and make payments not to exceed the cumulative amount of \$82,000,000 for construction of the Residential Colleges project; and
- II. Recognize and acknowledge that the University may incur certain costs relative to the above project prior to receipt of bond proceeds and, to the extent the University utilizes currently available funds for said costs, it is intended that bond proceeds will be utilized to reimburse those outlays.

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

PHYSICS AND ASTRONOMY FACILITIES – NC

At the May 2014 meeting, the Board of Regents approved the Physics and Astronomy Facilities project as a part of the comprehensive Campus Master Plan of Capital Improvements Projects for the Norman Campus. The proposed project will provide new research facilities to replace obsolete laboratories and laboratory support spaces in Nielsen Hall. The project will be designed to National Institute of Standards and Technology research lab standards to support current and future research efforts. The facility will also provide supporting office space and may include spaces for science display and classrooms. At the January 2015 meeting, the Board ranked Miles Associates, Inc. highest among architectural firms considered to provide professional services for the project. Project programming and concept design are in progress.

In order to ensure that exacting requirements are met for construction of research facilities of this type, it was determined the project should be accomplished utilizing the construction management project delivery method. The selected firm will advise on constructability and plan and implement construction sequencing. A request for qualifications for construction management services was sent to firms registered as providers of at-risk construction management services with the State of Oklahoma's Office of Management and Enterprise Services, Division of Capital Assets Management, Department of Real Estate Services. A committee was formed to evaluate the valid responses received from five firms. The committee was composed of the following:

Brent Everett, Staff Engineer, Architectural and Engineering Services, Chair Tony Gardner, Manager of Engineering, Facilities Management William Forester, Assistant Director, Architectural and Engineering Services Roger Klein, Staff Architect, Architectural and Engineering Services Gregory Parker, Chair and George Lynn Cross Professor, Homer L. Dodge Department of Physics and Astronomy

James Shaffer, Homer L. Dodge Professor, Homer L. Dodge Department of Physics and Astronomy

Jorge Charneco, Miles Associates, Inc. (non-voting)

Based on the proposals and client references, five firms were selected by the interview committee for further evaluation and interview. One of the firms elected to forgo the interview process, and interviews were conducted with each of four firms. The committee evaluated and rated the firms and ranked them as shown below.

- 1. Flintco, LLC, Oklahoma City
- 2. Manhattan Construction Company, Oklahoma City
- 3. The Ross Group Construction Corporation, Tulsa
- 4. Smith and Pickel Construction, Inc., Oklahoma City

PHYSICS AND ASTRONOMY FACILITIES CONSTRUCTION MANAGEMENT FIRM EVALUATION SUMMARY

	Flintco, LLC Okla. City	Manhattan Construction Company Okla. City	The Ross Group Construction Corporation <u>Tulsa</u>	Smith and Pickel Construction, Inc. Okla. City
Experience with Similar Projects	108	90	88	80
Quality of Pre- Construction Services	100	98	86	88
Pre-Construction/ Construction	52	51	44	44
Quality of Construction Phase Services	216	200	176	176
Resources of the Firm	56	54	47	42
Total Points	532	493	441	430

Project funding has been identified and is available from private and future general revenue bond proceeds.

President Boren recommended the Board of Regents:

- I. Rank in the order presented above firms under consideration to provide at-risk construction management services for the Physics and Astronomy Facilities project;
- II. Authorize the University administration to negotiate the terms of a construction management services agreement starting with the highest-ranked firm;
- III. Authorize the President or his designee to execute the Agreement for At-Risk Construction Management Services;
- IV. Authorize the University administration to negotiate a guaranteed maximum price for construction to be presented to the Board for formal approval; and
- V. Recognize and acknowledge that the University may incur certain costs relative to the above project prior to receipt of bond proceeds and, to the extent the University utilizes currently available funds for said costs, it is intended that bond proceeds will be utilized to reimburse those outlays.

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

STORM-HARDENED SHELTERS – NC

At the May 2014 meeting, the Board of Regents approved the Storm-Hardened Shelters project as a part of the comprehensive Campus Master Plan of Capital Improvement Projects for the Norman Campus. Multiple shelters will be constructed to provide storm refuge for residents of the University's student housing facilities. Project 1, three above-ground shelters for residents of Traditions Square-East, Traditions Square-West and Kraettli Apartments, is currently under construction. Project 2 will construct two above-ground shelters adjacent to Couch Center and Walker Center. At the March 2015 meeting, the Board ranked Manhattan Construction Company highest among firms considered to provide construction management services for Project 2 along with the Cate Center #2 Renovation and Kaufman Hall Improvements projects.

Design documents for Project 2 have been developed in conjunction with the project architects, MA+ Architecture. The shelters have been designed as multi-purpose facilities to be used as storm shelters for residents of Couch and Walker Centers. The shelters will be constructed of the same exterior materials as the adjacent buildings and will have breezeway connections to the building entries. Design drawings are attached hereto as Exhibit J.

The estimated total project cost for the Storm-Hardened Shelters Projects 1 and 2 is \$12,000,000. Funding has been identified, is available and budgeted from Series 2015A General Revenue Bond proceeds.

President Boren recommended the Board of Regents:

- I. Approve the design development phase plans for Storm-Hardened Shelters, Project 2, to be located at Couch Center and Walker Center; and
- II. Recognize and acknowledge that the University may incur certain costs relative to the above project prior to receipt of bond proceeds and, to the extent the University utilizes currently available funds for said costs, it is intended that bond proceeds will be utilized to reimburse those outlays.

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

JENKINS AVENUE PARKING FACILITY - NC

At the May meeting, the Board of Regents approved the design development phase plans for the Jenkins Avenue Parking Facility project. The new facility will replace parking spaces lost to the Residential Colleges and other projects, providing approximately 1,200 spaces on four levels. The facility's ground level will house administrative space for Parking and Transportation Services. In addition, most of the spaces reserved for handicapped parking will be found on this level. The facility's exterior will consist of a mix of cast stone, precast spandrel panels, and brick veneer in a blend matching the Residential Colleges to the north. The structure will be located on the west side of Jenkins Avenue about one block south of the Jenkins/Lindsey intersection.

Construction documents for the project are currently being finalized by ADG, Inc., the project architects. A number of construction bid packages will be progressively developed and sequenced for bidding over several months. It is proposed that the Board authorize the expenditure of \$23,000,000 in funds budgeted for the cost of construction.

The anticipated total project cost is \$28,000,000, with funding identified, available and budgeted from future general revenue bond proceeds.

President Boren recommended the Board of Regents:

- I. Authorize the University administration to contract and make payments not to exceed the cumulative amount of \$23,000,000 for construction of the Jenkins Avenue Parking Facility project; and
- II. Recognize and acknowledge that the University may incur certain costs relative to the above project prior to receipt of bond proceeds and, to the extent the University utilizes currently available funds for said costs, it is intended that bond proceeds will be utilized to reimburse those outlays.

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

SELECTION OF ON-CALL CONSTRUCTION MANAGERS – ALL

At the May 2014 meeting, the Board of Regents authorized the selection of on-call construction managers to provide services for minor construction and renovation projects for all campuses and facilities of The University of Oklahoma. Agreements for the initial one-year period were negotiated and executed with 13 construction firms, and renewals for the second year are currently underway.

To supplement the current group of construction managers and broaden the capabilities and capacity to provide on-call construction management, a solicitation for additional firms was initiated in April 2015. Proposals were received from six construction management firms. A committee was formed to review the qualifications of the firms and make recommendations for selection. Members of the committee were:

William Forester, Assistant Director, Architectural and Engineering Services, Chair Les Ellason, Construction Administrator, Architectural and Engineering Services Brian Ellis, Director, Facilities Management Roger Klein, Construction Administrator, Architectural and Engineering Services

The committee recommended all of the firms that submitted proposals be selected to provide construction management services. Selection will be for an initial one-year term which may be extended for one additional one-year term upon mutual agreement. As in the past, this item does not involve specific authorized services or fees, which will be addressed in quarterly reports of completed on-call work and cumulative total fees for the fiscal year. By Oklahoma statute, the total of fees paid to a single consultant or construction manager for on-call services is limited to a maximum of \$100,000 per year.

The firms recommended for selection are as follows:

CMS Willowbrook Construction Management, Chickasha Crossland Construction Company, Inc., Tulsa Flintco, LLC, Oklahoma City

Fuller Miller Construction, Oklahoma City Key Construction, Tulsa Korte Construction Company, Norman

President Boren recommended the Board of Regents to authorize the:

- I. Selection of the construction management firms presented above to provide oncall construction management services as needed for the Norman, Oklahoma City and Tulsa campuses for a one-year period with option to renew for one additional one-year period;
- II. Administration to negotiate terms and conditions for construction management services by the on-call firms; and
- III. University of Oklahoma administration to execute the required agreements.

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

GAYLORD FAMILY-OKLAHOMA MEMORIAL STADIUM - NC

At the March 2015 meeting, the Board of Regents approved the design development phase plans for the South End Zone which will add new seating at the southeast and southwest corners of the stadium to complete the seating bowl; new suites, loge boxes, clubs and club seating. Also included are two new fan plazas, other fan amenities, restrooms, a new Sooner Vision video board and sound system and a new Legends Lobby space, as well as expansion and improvements to football and other sports programs' team facilities and support spaces.

Earlier, in September 2014, the Board authorized the administration to contract and make payments for early project start-up, with a maximum cost not to exceed \$3,000,000. This early work has begun.

Construction documents are currently being prepared by Populous, Inc., the project architects, with construction planned to proceed on a phased schedule. A number of construction bid packages will be progressively developed and sequenced for bidding over several months. It is proposed that the Board authorize the expenditure of \$105,000,000 in funds budgeted for the cost of construction.

The estimated total project cost for the South End Zone project is approximately \$160,000,000. Funding for this project phase has been identified and is available from Athletics Department capital funds, bond funds, and private sources.

President Boren recommended the Board of Regents:

- I. Authorize the University administration to contract and make payments not to exceed the cumulative amount of \$105,000,000 for construction of the Gaylord Family-Oklahoma Memorial Stadium Project; and
- II. Recognize and acknowledge that the University may incur certain costs relative to the above project prior to receipt of bond proceeds and, to the extent the University utilizes currently available funds for said costs, it is intended that bond proceeds will be utilized to reimburse those outlays.

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

ANNUAL AUDIT PLAN FOR FISCAL YEAR 2016 – NC & HSC

Following practices within the auditing industry and standards of the Institute of Internal Auditors, Internal Audit has developed an audit plan using a risk-based audit approach. As part of the risk-based approach, Internal Audit personnel discussed risk factors with University management and compiled internal and external data into a risk matrix in order to develop an audit plan. Based upon the analysis performed and the resources available, we believe that the current audit plan addresses the higher risk areas within the University.

The detailed Audit Plan for FY 2016 has been discussed with the Finance and Audit Committee and includes 39 departmental, functional and information technology audits.

Post-audit reviews and special projects will be performed when necessary or as requested. Internal audits may be performed on an unannounced basis.

President Boren recommended that the Board of Regents approve the annual Audit Plan for Fiscal Year 2016.

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

REGENTS' POLICY UPDATE – STUDENT CODE, DISCRIMINATION AND EQUAL OPPORTUNITY – ALL

In recent years, gender equity issues have been the subject of much legislation and regulatory guidance, presenting a rapidly evolving legal landscape for higher education institutions. In October 2014, the Department of Education released its final rules for the implementation of the Violence Against Women Act of 2013 (VAWA), requiring modifications to existing policies as set forth in greater detail below, with redline copies attached hereto as Exhibit K. In June 2014, the Oklahoma legislature exempted institutions of higher education from certain provisions of the Administrative Procedures Act. In addition, sub-regulatory guidance from several federal agencies, including the Department of Education and the Department of Labor, reflects a nationwide trend toward increased inclusivity.

- The <u>Student Rights and Responsibilities Code</u> (redline attached) is proposed to be revised. Most significantly, the changes memorialize existing practices and procedures in order to comply with VAWA's mandate to spell out these existing practices. The proposed policy:
 - O States that students have the right to fair, prompt, impartial disciplinary proceedings, conducted by officials who are annually trained on issues related to dating violence, domestic violence, sexual assault, and stalking. The proposed policy also states that parties to sexual misconduct proceedings have equal rights to consult with advisors of choice in conduct proceedings.
 - O Identifies sex discrimination, sexual harassment, retaliation, sexual violence, sexual exploitation, dating violence, domestic violence, and gender-based stalking as types of conduct that are prohibited. Stalking is defined in the manner required by VAWA.

 Strikes an outdated reference to Oklahoma law, in response to certain legislation releasing student disciplinary proceedings from the procedures of the Administrative Procedures Act.

- Formally amends the types of discrimination prohibited by University policy, to provide consistency with current practices under the <u>Sexual Misconduct</u>, <u>Discrimination</u>, and <u>Harassment Policy</u>, and the proposed revision to the <u>Equal Opportunity Policy</u>.
- The <u>Sexual Misconduct, Discrimination</u>, and <u>Harassment Policy</u> (redline attached) is proposed to be revised. Most significantly, the changes memorialize existing practices and procedures in order to comply with VAWA's mandate to spell out these policies. The proposed policy:
 - o Updates the names, titles, and contact information for University personnel.
 - Revises the definition of stalking to comply with VAWA. In addition, it is amended to document existing policies and practices, including its obligations to report policy violations; provide means of confidentially reporting violations; and provide interim measures available to parties reporting sexual misconduct.
- The <u>Equal Opportunity Policies</u> (redline attached) are proposed to be revised to conform with other existing University policies. Most significantly, the proposed policies:
 - Revise University's statement of non-discrimination to include gender expression and gender identity as bases for non-discrimination. This approach parallels University's existing policy against gender-based discrimination as stated in the Sexual Misconduct, Discrimination and Harassment Policy.

President Boren recommended amending the Student Rights and Responsibilities Code (Board of Regents Policy 5.9), the Sexual Misconduct, Discrimination, and Harassment Policy (Board of Regents Policy 3.2.5), and the Equal Opportunity Policies (Board of Regents Policies 3.2 *et seq.*) to comply with recent changes in state law, the Violence Against Women Act, and regulatory guidance; to correct scriveners' errors; and to ensure policy documents are consistent with institutional practices and related policies.

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

MEMORANDUM OF UNDERSTANDING WITH THE UNIVERSITY OF OKLAHOMA FOUNDATION

In order to broaden our students' cultural awareness in an expanding global society, the College of International Studies, via its Study Abroad program, is enhancing student academic experiences in South America by establishing a permanent study center in Rio de Janeiro, Brazil. The College currently operates several short-term programs for students wishing to experience Rio de Janeiro but now is setting up long-term arrangements of up to an academic year to provide our students more deeply rooted cultural experiences.

Typically, in order for an organization (e.g., the University) to establish a long-term program overseas, the entity, or a proxy, must establish a legal presence in the country to satisfy local matters related to employment, banking, property acquisition, taxes and the like. Under

Brazilian law, a Brazilian, limited liability entity may be formed to accomplish those purposes and generally operate the program as the University's proxy in Rio. However, Brazilian law requires at least two equity owners and because Oklahoma law prohibits the University from owning such a company, the University has been advised to put in place a U.S. holding company in place of the University as one of the equity owners and another such company as the other owner.

The College of International Studies wishes to have the local entity and its holding companies in place (the Study Center) in Rio by next October in order to meet certain requirements anticipated for the following year. Given the University's inability to own such entities and the relatively short time in which to get all necessary entities up and operating, the College approached the Foundation for assistance in establishing the entities in time to have them operational in October.

Meanwhile, it is in the University's interests to establish an administrative model for founding study centers in foreign jurisdictions. The University is making plans to arrange for the separate formation of one or more holding companies or other entity(s) to eventually manage all local, foreign entities associated with permanent Study Centers abroad. Such an arrangement would realize economies of aggregation and ensure greater control through centralization. The University and Foundation intend to transfer ownership and liability responsibilities of the previously mentioned companies comprising the Brazil Study Center from the Foundation and into this new organization, which will ultimately include the Arezzo Study Center as well.

Having been informed of the local requirements and apprised of the potential liabilities to the Foundation, on June 5, 2015, the Board of Trustees approved the cooperative arrangement with the University together with implementation of a Memorandum of Understanding (MOU) between the Foundation and University generally setting forth financial terms, conditions, and timelines related to establishment of the Study Center in Brazil. The Foundation will initiate formation of the necessary U.S. holding companies and the local Brazilian entity as of July 1, 2015. The University will complete the transfer from the Foundation to the new, University affiliated company(s) by year's end.

The University will return this matter to the Board for information and approval as necessary, e.g., appointment of individuals to the board of directors of the University holding company(s) created to consolidate and centralize all current and future foreign study centers.

Some of the substantive provisions of the MOU are summarized below:

- 1. The Foundation will establish, operate and maintain the Brazilian limited liability company for a period of time and will have financial and management authority over the several entities while the University will have authority over academic and programmatic operations of the Study Center.
- 2. The University is expected to reimburse all funds advanced by the Foundation, or any of its subsidiaries, in connection with the establishment, maintenance, and operation of the Brazilian limited liability company and the one or more Oklahoma holding companies owning the Brazilian company.
- 3. The University will cause formation of a separate Oklahoma organization ("NewCo") for the primary purpose of establishing, operating and maintaining the University's existing and future international study centers.
- 4. By the end of this calendar year, the Foundation will transfer Arezzo, the Brazilian company and its Oklahoma holding companies to NewCo thus consolidating operation and management of all overseas study centers in NewCo.

5. University agrees to appoint the President of the Foundation as a member of the board of directors of NewCo until the Arezzo project is completed and transferred to NewCo, unless the arrangement is extended by the parties.

President Boren recommended the Board of Regents:

- I. Approve the Memorandum of Understanding between the Board of Regents and the University of Oklahoma Foundation related to the establishment of an OU Study Center in Rio de Janeiro, Brazil; and,
- II. Approve authorizing the President to create one or more Oklahoma entity(s) to create, own and administer foreign special purpose entities in compliance with foreign law necessary for establishment of Study Centers in foreign jurisdictions, as may be approved by the University's General Counsel.

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

ACQUISITION AND SALE OF PROPERTY, 485 ELM AVENUE – NC

The University administration recommends that it be authorized to pursue acquisition of the property listed above as the location of the property is in close proximity with other University property, which makes this a strategic and desirable acquisition. A map showing the location of the property is attached hereto as Exhibit L.

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 property located at 485 Elm Avenue, Cleveland County, Norman Oklahoma.

ACQUISITION AND SALE OF PROPERTY, 487 ELM AVENUE – NC

The University administration recommends that it be authorized to pursue acquisition of the property listed above as the location of the property is in close proximity with other University property, which makes this a strategic and desirable acquisition. A map showing the location of the property is attached hereto as Exhibit M.

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.

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^{*} See motion on page 34753.

*President Boren recommended the Board of Regents authorize the University administration to acquire property located at 487 Elm Avenue, Cleveland County, Norman Oklahoma

ACQUISITION AND SALE OF PROPERTY, 489 ELM AVENUE – NC

The University administration recommends that it be authorized to pursue acquisition of the property listed above as the location of the property is in close proximity with other University property, which makes this a strategic and desirable acquisition. A map showing the location of the property is attached hereto as Exhibit N.

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 property located at 489 Elm Avenue, Cleveland County, Norman Oklahoma.

ACQUISITION AND SALE OF PROPERTIES, 401, 402, 404, 406, 407, 409, 411, 426, 428, 430 and 432 PAGE CIRCLE – NC

The University administration recommends that it be authorized to pursue acquisition of the properties listed above. The location of the properties are in close proximity with other University property, which makes these properties a strategic and desirable acquisition. A map showing the location of the properties is attached hereto as Exhibit O.

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 acquisitions 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 property located at 401, 402, 404, 406, 407, 409, 411, 426, 428, 430 and 432 Page Circle, Cleveland County, Norman.

ACQUISITION AND SALE OF PROPERTY, 1314 GARFIELD AVENUE – NC

The University administration recommends that it be authorized to pursue acquisition of the property listed above. The location of the property is in close proximity with other University property, which makes it a strategic and desirable acquisition. A map showing the location of the property is attached hereto as Exhibit P.

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See motion on page 34754.

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 from Real Estate Operations resources.

*President Boren recommended the Board of Regents authorize the University administration to acquire property located at 1314 Garfield Avenue, Cleveland County, Norman.

Chairman Stuart stated that the five property items could be taken as one motion. Regent Burgess moved approval of the recommendations on the five property items above (three items on Elm Avenue; Page Circle; and Garfield Avenue). The following voted yes on the motion: Regents Weitzenhoffer, Bennett, Humphreys and Burgess. The Chair declared the motion unanimously approved.

ACADEMIC PERSONNEL ACTIONS – NC & HSC

Health Sciences Center:

LEAVE(S) OF ABSENCE:

Adelson, David Michael, Associate Professor of Dermatology, Tulsa, leave of absence without pay extended, July 1, 2015 through June 30, 2016.

Kolobe, Hlapang, Professor of Rehabilitation Sciences and The Jill Pittman Jones Professorship of Physical Therapy, return from sabbatical leave of absence with full pay, January 31, 2015.

Kurkjian, Carla D., Assistant Professor of Medicine, medical leave of absence without pay extended, July 1, 2015 through June 30, 2016.

Pasque, Charles Blake, Professor of Orthopedic Surgery and Rehabilitation and The J. Andy Sullivan Chair in Orthopedic Surgery for Resident Education, return from military leave of absence with full pay, May 15, 2015.

NEW APPOINTMENT(S):

Bryan, Robert Bruce, D.D.S., Clinical Assistant Professor of Oral and Maxillofacial Surgery, annualized rate of \$6,000 for 12 months, 0.05 time, April 15, 2015 through June 30, 2015.

Burge, Lauren R., M.D., Clinical Assistant Professor of Pediatrics, annualized rate of \$65,000 for 12 months, July 1, 2015 through June 30, 2016. Changing from Resident to Faculty.

Burks, Heather Renee, M.D., Assistant Professor of Obstetrics and Gynecology, annualized rate of \$60,000 for 12 months, July 31, 2015 through June 30, 2016. New consecutive term appointment.

Chen, Sixia, Ph.D., Assistant Professor of Biostatistics and Epidemiology, annualized rate of \$85,000 for 12 months, June 30, 2015 through June 30, 2016. New tenure track appointment.

Clark III, George Edward, M.D., Clinical Assistant Professor of Pediatrics, annualized rate of \$32,500 for 12 months, 0.50 time, June 29, 2015 through June 30, 2016.

Cross, Brian W., M.D., Assistant Professor of Urology, annualized rate of \$60,000 for 12 months, July 31, 2015 through June 30, 2016. New consecutive term appointment.

Edminsten, Jamie Tenille, Instructor in Otorhinolaryngology, annualized rate of \$48,000 for 12 months, 0.80 time, July 1, 2015 through June 30, 2016.

Esteban Florez, Fernando Luis, D.D.S., Ph.D., Assistant Professor of Dental Materials, annualized rate of \$85,000 for 12 months, July 1, 2015 through June 30, 2016. New consecutive term appointment.

Finneran, Denise Andree, Ph.D., Assistant Professor of Communication Sciences and Disorders, annualized rate of \$69,500 for 12 months, June 29, 2015 through June 30, 2016. New tenure track appointment.

Gunderson, Camille C., M.D., Assistant Professor of Obstetrics and Gynecology, annualized rate of \$60,000 for 12 months, July 31, 2015 through June 30, 2016. New consecutive term appointment.

Hatoum, Hassan, M.D., Assistant Professor of Medicine, annualized rate of \$60,000 for 12 months, June 30, 2015 through June 30, 2016. New consecutive term appointment.

Holman, Laura L., M.D., Assistant Professor of Obstetrics and Gynecology, annualized rate of \$60,000 for 12 months, July 13, 2015 through June 30, 2016. New consecutive term appointment.

Johnson, Marissa A., Assistant Professor of Medical Imaging and Radiation Sciences, annualized rate of \$70,000 for 12 months, July 31, 2015 through June 30, 2016. New consecutive term appointment.

King, Lauren C., M.D., Assistant Professor of Pathology, annualized rate of \$60,000 for 12 months, July 13, 2015 through June 30, 2016. New consecutive term appointment.

Lee, Esther, M.D., Clinical Assistant Professor of Pediatrics, annualized rate of \$39,000 for 12 months, 0.60 time, July 1, 2015 through June 30, 2016.

Luce, Karen Kathleen, D.D.S., Assistant Professor of Periodontics, annualized rate of \$100,000 for 12 months, July 13, 2015 through June 30, 2016. New consecutive term appointment.

Medina, Andria Parker, M.D., Assistant Professor of Medicine, annualized rate of \$60,000 for 12 months, July 1, 2015 through June 30, 2016. New consecutive term appointment. Changing from Resident to Faculty.

Miller, Frederick Christian, Ph.D., Associate Professor of Family and Preventive Medicine and Clinical Associate Professor of Cell Biology, annualized rate of \$90,000 for 12 months, June 1, 2015 through June 30, 2015. New consecutive term appointment.

Neel, Gwendolyn K., M.D., Assistant Professor of Obstetrics and Gynecology, annualized rate of \$60,000 for 12 months, July 31, 2015 through June 30, 2016. New consecutive term appointment.

Nuzum-Keim, Andra Dale, M.D., Instructor in Radiological Sciences, annualized rate of \$60,314 for 12 months, July 1, 2015 through June 30, 2016.

Pakala, Aneesh Venkat Ramana, M.D., Assistant Professor of Medicine, annualized rate of \$60,000 for 12 months, July 1, 2015 through June 30, 2016. New consecutive term appointment.

Patel, Sanjay G., M.D., Assistant Professor of Urology, annualized rate of \$60,000 for 12 months, July 31, 2015 through June 30, 2016. New consecutive term appointment.

Pena, Stephanie Jeanneth, M.D., Instructor in Pediatrics, Tulsa, annualized rate of \$60,000 for 12 months, July 1, 2015 through June 30, 2016. Changing from Resident to Faculty.

Phillips, Kendall Leigh, Instructor in Orthopedic Surgery and Rehabilitation, annualized rate of \$97,000 for 12 months, July 1, 2015 through June 30, 2016.

Phillips, Sabrina D., M.D., Associate Professor of Medicine, annualized rate of \$70,000 for 12 months, June 30, 2015 through June 30, 2016. New consecutive term appointment.

Pitt, Paulette D., Ph.D., Clinical Assistant Professor of Pediatrics, annualized rate of \$83,000 for 12 months, May 29, 2015 through June 30, 2016. University base \$45,000, departmental salary \$38,000.

Porter, Andrew, M.D., Assistant Professor of Medicine, annualized rate of \$60,000 for 12 months, July 1, 2015 through June 30, 2016. New consecutive term appointment.

Shah, Birju Anikumar, M.D., Assistant Professor of Pediatrics, annualized rate of \$75,000 for 12 months, July 1, 2015 through June 30, 2016. New consecutive term appointment.

Sheppard, Scott Andrew, D.D.S., Clinical Assistant Professor of Prosthodontics, annualized rate of \$95,000 for 12 months, July 1, 2015 through June 30, 2016.

Shultes von Schlageter, Margo, M.D., Assistant Professor of Psychiatry and Behavioral Sciences, annualized rate of \$80,000 for 12 months, July 1, 2015 through June 30, 2016. New consecutive term appointment.

Skinner, Emily Lauren, Clinical Instructor in Surgery, annualized rate of \$84,660 for 12 months, May 1, 2015 through June 30, 2015.

Sparling, Crystal Nava, M.D., Clinical Assistant Professor of Pediatrics, annualized rate of \$65,000 for 12 months, June 30, 2015 through June 30, 2016.

Thompson, Jess L., M.D., Assistant Professor of Surgery, annualized rate of \$80,000 for 12 months, June 30, 2015 through June 30, 2016. New consecutive term appointment.

Tuma, Faiz Lafta, M.D., Assistant Professor of Surgery, Tulsa, annualized rate of \$60,000 for 12 months, April 30, 2015 through June 30, 2015. New consecutive term appointment.

Wu, Jie, Ph.D., Professor of Pathology and The Peggy and Charles Stephenson Chair in Cancer Translational or Clinical Trials Research, annualized rate of \$190,000 for 12 months, August 31, 2015 through June 30, 2016. New tenure track appointment. Tenurable base \$80,000; departmental salary \$110,000.

CHANGE(S):

Allen, Pamela, Associate Professor of Dermatology, given additional title The Harold L. Boyer/Mark Allen Everett Chair in Dermatology, May 20, 2015.

Allen, Sandra Fitzgerald, title changed from Professor to Clinical Professor of Psychiatry and Behavioral Sciences, salary changed from annualized rate of \$64,348 for 12 months, full time, to annualized rate of \$57,913 for 12 months, 0.90 time, July 1, 2015 through June 30, 2016. Change in FTE.

Beavers, Kay S., Professor of Oral Diagnosis and Radiology, title Professor of Dental Services Administration deleted, April 15, 2015.

Bryant, Cheryl L., Clinical Assistant Professor of Pediatrics, salary changed from annualized rate of \$42,250 for 12 months, 0.65 time, to annualized rate of \$48,750 for 12 months, 0.75 time, June 1, 2015 through June 30, 2015. Change in FTE.

Chaves, Eros Santos, Professor of Periodontics, titles Chair of Periodontics and Director, Graduate Periodontics, College of Dentistry, deleted, May 11, 2015; salary changed from annualized rate of \$180,501 for 12 months to annualized rate of \$152,501 for 12 months, June 1, 2015 through June 30, 2015. Removal of \$28,000 administrative supplements for serving as Chair of Periodontics and Director, Graduate Periodontics, College of Dentistry.

Dmytryk, John J., Associate Dean for Academic Affairs, College of Dentistry, and Professor of Periodontics, given additional titles Interim Chair of Periodontics and Interim Director, Graduate Periodontics, College of Dentistry; salary changed from annualized rate of \$140,000 for 12 months to annualized rate of \$160,000 for 12 months, June 1, 2015 through June 30, 2015. Includes an administrative supplement of \$30,000 while serving as Associate Dean for Academic Affairs, Interim Chair of Periodontics, and Interim Director, Graduate Periodontics. University base \$130,000.

Fergeson, Mark Ashley, Associate Professor of Pediatrics and The CMRI Harris D. Riley, Jr. M.D. Chair in Pediatric Education; given additional title Associate Dean for Student Affairs, College of Medicine, salary changed from annualized rate of \$70,000 for 12 months to annualized rate of \$170,000 for 12 months, June 1, 2015 through June 30, 2015. Includes an administrative supplement of \$100,000 while serving as Associate Dean for Student Affairs, College of Medicine. University base \$70,000.

Garwe, Tabitha, title changed from Assistant Professor of Research to Assistant Professor of Biostatistics and Epidemiology, title Assistant Professor of Research, Department of Surgery, deleted; given additional title Adjunct Assistant Professor of Surgery, annualized rate of \$86,500 for 12 months, May 1, 2015 through June 30, 2015. New tenure track appointment.

Gleason, Ondria C., Professor and Chair of Psychiatry, Tulsa, title Interim Dean, College of Medicine, Tulsa, deleted, July 1, 2015.

Gold, Michael A., Clinical Associate Professor of Obstetrics and Gynecology, Tulsa, and Division Director, Gynecologic Oncology; salary changed from annualized rate of \$42,000 for 12 months, 0.49 time, to annualized rate of \$56,000 for 12 months, 0.50 time, July 1, 2015 through June 30, 2016. Change in FTE. University base \$35,000.

Griffin, Shannon L., Clinical Assistant Professor of Endodontics and Director, Advanced Education in General Dentistry, salary changed from annualized rate of \$30,000 for 12 months, 0.20 time, to annualized rate of \$60,000 for 12 months, 0.40 time, July 1, 2015 through June 30, 2016. Change in FTE.

Haney, Kevin L., Professor and Interim Chair of Pediatric Dentistry, given additional title Assistant Dean of Student Affairs, College of Dentistry, salary changed from annualized rate of \$112,594 for 12 months to annualized rate of \$127,594 for 12 months, May 1, 2015 through June 30, 2015. Includes an administrative supplement of \$15,000 while serving as Assistant Dean of Student Affairs, College of Dentistry. University base \$112,594.

Jambi, Suhair Abdulsalam, title changed from Clinical Assistant Professor to Assistant Professor of Endodontics, salary changed from annualized rate of \$90,000 for 12 months to annualized rate of \$130,000 for 12 months, May 1, 2015 through June 30, 2015. New consecutive term appointment.

Jones, Herman, Professor of Neurology, Clinical Professor of Psychiatry and Behavioral Sciences, and The James H. Little M.D. Chair in Neurology; title Associate Dean for Student Affairs, College of Medicine, deleted, June 1, 2015.

Kessler, James C., Professor of Prosthodontics, title The Connie and Herbert Shillingburg D.D.S. Professorship of Fixed Prosthodontics, deleted, June 30, 2015.

Lamb, Michelle Marie, Clinical Assistant Professor of Pharmacy Clinical and Administrative Sciences, Tulsa, salary changed from annualized rate of \$75,600 for 12 months, 0.80 time, to annualized rate of \$94,500 for 12 months, full-time, July 1, 2015 through June 30, 2016. Change in FTE

Lyons, Timothy, Professor of Research, Department of Medicine, salary changed from annualized rate of \$50,000 for 12 months, 0.20 time, to agreed contract rate not to exceed \$25,000, 0.10 time, June 1, 2015 through June 30, 2015.

Medina, Melissa Shadrick, Associate Professor of Pharmacy Clinical and Administrative Sciences, title changed from Assistant Dean to Associate Dean for Assessment and Evaluation, College of Pharmacy, July 1, 2015.

Moore, Kathleen, Associate Professor of Obstetrics and Gynecology, title The Mai Eager Anderson Chair in Cancer Clinical Trials, deleted; given additional title The Jim and Christy Everest Chair in Cancer Research, June 1, 2015.

Mullasseril, Paul M., Assistant Dean for Clinical and Preclinical Education, College of Dentistry, Associate Professor of Prosthodontics, and Chair of Restorative Dentistry; given additional title The Connie and Herbert Shillingburg D.D.S. Professorship of Fixed Prosthodontics, July 1, 2015.

Munson, Anne Alice, title changed from Assistant Professor to Clinical Assistant Professor of Radiological Sciences, salary changed from annualized rate of \$60,000 for 12 months to agreed contract rate not to exceed \$20,000, 0.10 time, April 1, 2015 through June 30, 2015.

Pant, Shubham, Associate Professor of Medicine, given additional title The Mai Eager Anderson Chair in Cancer Clinical Trials, June 1, 2015.

Rodgers, William, Assistant Professor of Research, Department of Biochemistry and Molecular Biology, Adjunct Assistant Professor of Microbiology and Immunology, and Adjunct Assistant Professor of Pathology; salary changed from annualized rate of \$30,900 for 12 months, 0.51 time, to annualized rate of \$12,118 for 12 months, 0.20 time, May 1, 2015 through June 30, 2015.

Rutel, Issac Bartholomew, Associate Professor of Radiological Sciences and Adjunct Associate Professor of Physiology, changing from tenure track to consecutive term appointment, June 3, 2015.

Shadid, Nanay, Clinical Assistant Professor of Comprehensive Care, given additional title Chair of Comprehensive Care, retains title Group Practice Chair, College of Dentistry; salary changed from annualized rate of \$30,000 for 10 months, 0.40 time, to annualized rate of \$98,000 for 12 months, 0.70 time, June 1, 2015 through June 30, 2015. Includes an administrative supplement of \$28,000 while serving as Chair of Comprehensive Care and Group Practice Chair, College of Dentistry. University base \$70,000.

Street, Daron G., Clinical Assistant Professor of Obstetrics and Gynecology, Tulsa, salary changed from annualized rate of \$1,615 for 12 months, 0.06 time, to annualized rate of \$50,000 for 12 months, 0.50 time, July 1, 2015 through June 30, 2016. Change in FTE. University base \$30,000.

Thadani, Udho, Professor Emeritus of Medicine, salary changed from annualized rate of \$93,490 for 12 months, 0.73 time, to annualized rate of \$90,721 for 12 months, 0.73 time, June 1, 2015 through June 30, 2015. Salary differential paid through Professional Practice Plan.

Vidrine, Jennifer I., Associate Professor of Family and Preventive Medicine, given additional title The Peggy and Charles Stephenson Chair in Cancer, June 1, 2015.

Wiechmann, Jody Ann, Professor of Cell Biology, given additional title Adjunct Professor of Pediatrics, June 1, 2015.

Wendelboe, Aaron Mark, promoted to Associate Professor of Biostatistics and Epidemiology and Adjunct Associate Professor of Nursing, July 1, 2015. Correction to previous action approved by the Board of Regents on May 7, 2015.

Wilson, Jr., Edwin L., Professor Emeritus of Prosthodontics, salary changed from annualized rate of \$20,000 for 10 months, 0.20 time, to annualized rate of \$30,000 for 10 months, 0.30 time, July 1, 2015 through June 30, 2016. Change in FTE.

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

Aubrey, Paul W., Assistant Professor of Prosthodontics, June 1, 2015. Did not accept position.

Biggs, Stephen Glen, Clinical Associate Professor of Endodontics, June 30, 2015.

Blalock, Travis W., Clinical Assistant Professor of Dermatology, May 11, 2015.

Chung, Jun, Associate Professor of Physiology, April 30, 2015. Accepted position at Stony Brook University.

Ciolac, George A., Assistant Professor of Internal Medicine, Tulsa, June 30, 2015.

Cohen, Alex William, Assistant Professor of Ophthalmology and The W. Stanley Muenzler, MD Endowed Professorship in Corneal Disease, June 4, 2015. Going into private practice in Iowa.

Dupuis, Gregory M., Assistant Professor of Pediatrics, July 7, 2015.

Fox, Mark, Associate Dean for Community Health and Research Development, College of Medicine, Tulsa, Associate Professor of Pediatrics, Tulsa, Associate Professor of Internal Medicine, Tulsa, and The Julian Rothbaum Chair in Community Medicine, July 31, 2015. Accepted another position.

Gills, Edward L., Associate Professor of Family Medicine, Tulsa, May 31, 2015. Accepted another position out of state.

Gunatilake, Ravindu Pasan, Assistant Professor of Obstetrics and Gynecology, May 30, 2015. Moving out of state.

Guy, Carrie J., Clinical Assistant Professor of Pediatrics, June 9, 2015. Accepted position out of state.

John, Barnabas Mark, Clinical Assistant Professor of Pharmacy Clinical and Administrative Sciences, Tulsa, May 4, 2015.

Johnson, Jeremy, Assistant Professor of Pharmacy Clinical and Administrative Sciences, Tulsa, June 29, 2015.

Jones, Randolph P., Assistant Dean for Admissions and Student Affairs, College of Dentistry, and Clinical Assistant Professor of Community Dentistry, June 30, 2015.

Patlolla, Jagan Mohan Reddy, Assistant Professor of Research, Department of Medicine, June 30, 2015.

Payne, Joshua Edison, Assistant Professor of Medicine, June 30, 2015. Accepted position at the University of Missouri.

Sawheny, Eva, Assistant Professor of Medicine, June 30, 2015. Accepted position at the Oklahoma Heart Hospital.

Schwartz, Andrea Ellen, Assistant Professor of Pediatrics, Tulsa, July 10, 2015.

Shockley, Courtney R., Clinical Assistant Professor of Pediatrics, June 30, 2015.

Slaton, Joel, Professor of Urology, June 30, 2015.

Quisenberry, Susan, Clinical Assistant Professor of Nursing, May 16, 2015.

Weatherford, Debra Mae, Clinical Instructor in Neurology, June 15, 2015.

RETIREMENT(S):

Khanna, Veena, Clinical Assistant Professor of Pediatrics, June 6, 2015.

Peyton, Marvin, Professor of Surgery, Section Chief, Department of Surgery, and The Paul H. Travis and Doris Eaton Travis Chair in Thoracic Surgery. Named Professor Emeritus of Surgery, May 26, 2015. Approval of Emeritus title only. Retirement previously approved by the Board of Regents on January 28, 2015.

Norman Campus:

LEAVE(S) OF ABSENCE:

Demir, Firat, Associate Professor of Economics, leave of absence with pay, August 16, 2015 through May 15, 2016. Fulbright Fellowship.

Givel, Michael S., Professor of Political Science, return from family and medical leave of absence, May 16, 2015.

Kasulis, Jack J., Director and Associate Professor of the Division of Marketing and Supply Chain Management and Ruby K. Powell Professor of Marketing, family and medical leave of absence, March 31, 2015.

Lantelme, Michel, Professor of Modern Languages, Literatures and Linguistics, leave of absence without pay, January 15, 2016 through May 15, 2016.

Robson, Kenneth F., Director and Professor of the Division of Construction Science and Haskell and Irene Lemon Chair in Construction Science Leadership, family and medical leave of absence, January 11, 2015 through April 5, 2015; leave of absence with pay, April 6, 2015.

Watson, Deborah K., Professor of Physics and Astronomy and Edith Kinney Gaylord Presidential Professor, return from family and medical leave of absence, April 15, 2015.

Sabbatical Leaves of Absence – Fall Semester 2015 (with full pay)

Foote, Joe S., Professor of Journalism and Mass Communication, Dean of the Gaylord College of Journalism and Mass Communication and Gaylord Family Chair #1, sabbatical leave of absence with full pay July 1, 2015 through December 31, 2015. Development of technology-intensive courseware and enhanced materials for teaching in Journalism and Mass Communication, work with State Department-funded international training programs and finish research on electronic media development in Bangladesh. Some work will take place in London, England, Auckland, New Zealand and Norman, OK. Faculty appointment: 8/16/2004. No previous leaves taken. No current teaching load.

NEW APPOINTMENT(S):

Anderson, Kermyt G., Ph.D., Assistant Professor of Anthropology, annualized rate of \$65,000 for 9 months, August 16, 2015 through May 15, 2016. Changing from renewable term faculty to tenure-track faculty.

Arczynski, Alexis V., Ph.D., Assistant Professor of Educational Psychology, annualized rate of \$56,000 for 9 months, August 16, 2015 through May 15, 2016. New tenure-track faculty.

Askew, Rilla, Assistant Professor of English, annualized rate of \$65,000 for 9 months, August 16, 2015 through May 15, 2016. New tenure-track faculty.

Campbell, Jason A., Ph.D., Assistant Professor of Health and Exercise Science, annualized rate of \$55,000 for 9 months, August 16, 2015 through May 15, 2016. Changing from renewable term faculty to tenure-track faculty.

Cokely, Edward T., Ph.D., Presidential Research Professor and Associate Professor of Psychology, annualized rate of \$94,500 for 9 months, August 16, 2015. New tenured faculty.

Damani, Akash, Research Associate, Petroleum and Geological Engineering, annualized rate of \$48,000 for 12 months, 0.60 time, May 12, 2015. Paid from grant funds; subject to availability of funds.

Funnell, Lisa M., Ph.D., Assistant Professor of Women's and Gender Studies, annualized rate of \$58,000 for 9 months, August 16, 2015 through May 15, 2016. Changing from renewable term faculty to tenure-track faculty.

Furtado, Jason C., Assistant Professor of Meteorology, annualized rate of \$82,000 for 9 months, August 16, 2015 through May 15, 2016. New tenure-track faculty.

Grant, Christan, Assistant Professor of Computer Science, annualized rate of \$85,000 for 9 months, August 16, 2015 through May 15, 2016. If Ph.D. not completed by August 16, 2015, title and salary to be changed to Acting Assistant Professor, annualized rate of \$83,000 for 9 months, August 16, 2015 through May 15, 2016. New tenure-track faculty.

Hartley, Diana, Instructor of Political Science, annualized rate of \$46,000 for 9 months, August 16, 2015 through May 15, 2018. Three-year renewable term appointment.

Kane, Matthew C., J.D., Visiting Assistant Professor of Law, annualized rate of \$60,000 for 9 months, August 16, 2015 through May 15, 2016.

Kelly, David, Ph.D., Lecturer of English, annualized rate of \$40,000 for 9 months, August 16, 2015 through May 15, 2020. Five-year renewable term appointment.

Kendall, Daren, Assistant Professor of Art and Art History, annualized rate of \$48,000 for 9 months, August 16, 2015 through May 15, 2016. New tenure-track faculty.

Klinger, Amanda J., Lecturer of English, annualized rate of \$40,000 for 9 months, August 16, 2015 through May 15, 2020. If Ph.D. not completed by August 16, 2015, title to be changed to Instructor, August 16, 2015 through May 15, 2016. Five-year renewable term appointment.

Larson, Daniel J., Ph.D., Assistant Professor of Health and Exercise Science, annualized rate of \$61,000 for 9 months, August 16, 2015 through May 15, 2016. Changing from renewable term faculty to tenure-track faculty.

Lloyd-Jones, Brenda, Ph.D., Assistant Professor of Human Relations at Tulsa, annualized rate of \$65,000 for 9 months, August 16, 2015 through May 15, 2016. Changing from renewable term faculty to tenure-track faculty.

Mania-Singer, Jackie T., Research Associate, K20 Center for Educational and Community Renewal, annualized rate of \$80,000 for 12 months, June 1, 2015. Paid from grant funds; subject to availability of funds.

Marshall, Katie E., Ph.D., Assistant Professor of Biology, annualized rate of \$72,000 for 9 months, August 16, 2016 through May 15, 2017. New tenure-track faculty.

Martini, Mia, Ph.D., Lecturer of English, annualized rate of \$40,000 for 9 months, August 16, 2015 through May 15, 2020. Five-year renewable term appointment.

McDaniel, Henry A., Assistant Professor of Drama, annualized rate of \$46,000 for 9 months, August 16, 2015 through May 15, 2016. New tenure-track faculty.

Misra, Siddharth, Assistant Professor of Petroleum and Geological Engineering, annualized rate of \$85,000 for 9 months, August 16, 2015 through May 15, 2016. If Ph.D. not completed by August 16, 2015, title and salary to be changed to Acting Assistant Professor, annualized rate of \$83,000 for 9 months, August 16, 2015 through May 15, 2016. New tenure-track faculty.

Mountford, Roxanne, Ph.D., Director of Program in Composition, Rhetoric and Literacy Studies, Co-Director of First-Year Composition and Professor of English, annualized rate of \$140,000 for 12 months, July 1, 2015. New tenured faculty.

Movahednejad, Mahyar, Assistant Professor of Industrial and Systems Engineering, annualized rate of \$85,000 for 9 months, August 16, 2015 through May 15, 2016. If Ph.D. not completed by August 16, 2015, title and salary to be changed to Acting Assistant Professor, annualized rate of \$83,000 for 9 months, August 16, 2015 through May 15, 2016. New tenure-track faculty.

Mulkey, Annemarie G., Instructor of English, annualized rate of \$40,000 for 9 months, August 16, 2015 through May 15, 2020. Five-year renewable term appointment.

Nair, Aparna, Ph.D., Assistant Professor of History, annualized rate of \$50,000 for 9 months, August 16, 2015 through May 15, 2018. Three-year renewable term appointment.

Perlow, Seth, Ph.D., Assistant Professor of English, annualized rate of \$65,000 for 9 months, August 16, 2015 through May 15, 2016. New tenure-track faculty.

Pritchard, Robert, Instructor of Journalism and Mass Communication, annualized rate of \$57,783 for 9 months, August 16, 2015 through May 15, 2018. Changing from temporary faculty to a three-year renewable term appointment.

Riggs, Kristin Cheyenne, Instructor of English, annualized rate of \$40,000 for 9 months, August 16, 2015 through May 15, 2020. Five-year renewable term appointment.

Roach, Tyrone L., Ph.D., Assistant Professor of Electrical and Computer Engineering, annualized rate of \$86,000 for 9 months, August 16, 2015 through May 15, 2016. New tenure-track faculty.

Sahabehtabrizy, Saleh, Ph.D., Lecturer of Economics, annualized rate of \$75,000 for 9 months, August 16, 2015 through May 15, 2018. Three-year renewable term appointment.

Slater, Janis Louise, Research Associate, K20 Center for Educational and Community Renewal, annualized rate of \$56,238 for 12 months, 0.80 time, May 15, 2015. Paid from grant funds; subject to availability of funds.

Smith, Kathleen Shea, Associate Provost, Academic Advising, annualized rate of \$125,000 for 12 months, August 3, 2015. New 12-month academic administrator.

Snow, Nancy E., Ph.D., Director of the Institute for the Study of Human Flourishing and Professor, annualized rate of \$140,000 for 12 months, July 1, 2015. New tenured faculty.

REAPPOINTMENT(S):

Alavi, Roksana, Adjunct Assistant Professor of Women's and Gender Studies, reappointed to a three-year renewable term as Assistant Professor of Liberal Studies, annualized rate of \$61,200 for 9 months, August 16, 2015 through May 15, 2018.

Arlota, Carolina S.C., reappointed as Adjunct Instructor of Law, rate of \$9,000 for 4.5 months, .25 time, August 16, 2015 through December 31, 2015.

Baca, Alvaro E., reappointed as Adjunct Lecturer of Law, rate of \$15,000 for 4.5 months, .25 time, August 16, 2015 through December 31, 2015.

Boettcher, Michael Joseph, Gaylord Family Visiting Professional Journalism Professor, reappointed to a three-year renewable term as Professor of Journalism and Mass Communication, annualized rate of \$91,800 for 9 months, August 16, 2015 through May 15, 2018.

Bolen, Ronald E., reappointed to a three-year renewable term as Assistant Professor of Management and Entrepreneurship, annualized rate of \$168,300 for 9 months, August 16, 2015 through May 15, 2018.

Bredeson, Jon G., reappointed as Professor Emeritus of Electrical and Computer Engineering, rate of \$10,000 for 4.5 months, .25 time, August 16, 2015 through December 31, 2015.

Chapman, Hayden C., reappointed as Adjunct Lecturer of Law, rate of \$6,000 for 4.5 months, .17 time, August 16, 2015 through December 31, 2015.

Cook, Rodney L., reappointed as Adjunct Lecturer of Law, rate of \$9,000 for 4.5 months, .25 time, August 16, 2015 through December 31, 2015.

Cuccia, Cynthia C., reappointed to a two-year renewable term as Lecturer of Accounting, annualized rate of \$50,955 for 9 months, 0.75 time, August 16, 2014 through May 15, 2016.

Davis, Chad E., reappointed as Lecturer of Electrical and Computer Engineering, annualized rate of \$81,600 for 9 months, August 16, 2015 through May 15, 2016.

Dionne, Robert A., reappointed to a one-year renewable term as Assistant Professor of Aviation, annualized rate of \$53,550 for 9 months, August 16, 2015 through May 15, 2016.

Duncan, John L., reappointed to a three-year renewable term as Assistant Professor of Liberal Studies, annualized rate of \$70,027 for 9 months, August 16, 2015 through May 15, 2018.

Edmondson, Robert A., reappointed to a three-year renewable term as Assistant Professor of Liberal Studies, annualized rate of \$61,200 for 9 months, August 16, 2015 through May 15, 2018.

Edwards, Beverly J., reappointed to a three-year renewable term as Associate Professor of Educational Leadership and Policy Studies, annualized rate of \$77,263 for 9 months, August 16, 2015 through May 15, 2018.

Fischer, Kenneth A., reappointed to a three-year renewable term as Instructor of Journalism and Mass Communication, annualized rate of \$58,499 for 9 months, August 16, 2015 through May 15, 2018.

Fitzmorris, Cliff W., reappointed as Instructor of Electrical and Computer Engineering, annualized rate of \$87,872 for 9 months, August 16, 2015 through May 15, 2016; additional stipend of \$8,000 for increased teaching duties in the School of Electrical and Computer Engineering, January 1, 2015 through May 15, 2015.

Greetham, Stephen H., reappointed as Adjunct Lecturer of Law, rate of \$18,000 for 4.5 months, .50 time, August 16, 2015 through December 31, 2015.

Holladay, Don G., reappointed as Adjunct Lecturer of Law, rate of \$9,000 for 4.5 months, .25 time, August 16, 2015 through December 31, 2015.

Johnson, Kathleen L., reappointed to a three-year renewable term as Professor of Journalism and Mass Communication and McMahon Centennial Professor of News Communication, annualized rate of \$65,790 for 9 months, August 16, 2015 through May 15, 2018; additional stipend of \$1,500 for increased teaching duties in the Gaylord College of Journalism and Mass Communication, August 16, 2015 through December 31, 2015.

King, Eric Raymond, reappointed as Adjunct Lecturer of Law, rate of \$6,000 for 4.5 months, .17 time, August 16, 2015 through December 31, 2015.

Mendros, Jaye H., reappointed as Adjunct Lecturer of Law, rate of \$6,000 for 4.5 months, .17 time, August 16, 2015 through December 31, 2015.

Meyers, D. Kent, reappointed as Adjunct Professor of Law, annualized rate of \$30,000 for 9 months, .25 time, August 16, 2015 through May 15, 2016.

Mullins, Steven K., reappointed as Adjunct Lecturer of Law, rate of \$6,000 for 4.5 months, .17 time, August 16, 2015 through December 31, 2015.

Pitchlynn, Gary S., reappointed as Adjunct Lecturer of Law, rate of \$9,000 for 4.5 months, .25 time, August 16, 2015 through December 31, 2015.

Roberts, Theodore P., reappointed as Professor Emeritus of Law, rate of \$15,000 for 4.5 months, .25 time, August 16, 2015 through December 31, 2015.

Schmeltzer, John C., reappointed to a three-year renewable term as Professor of Journalism and Mass Communication and Engleman/Livermore Professor of Community Journalism, annualized rate of \$65,790 for 9 months, August 16, 2015 through May 15, 2018.

Smith, Barbara A., reappointed as Adjunct Lecturer of Law, rate of \$3,000 for 4.5 months, .10 time, August 16, 2015 through December 31, 2015.

Smith, Michael C., reappointed as Adjunct Lecturer of Law, rate of \$3,000 for 4.5 months, .10 time, August 16, 2015 through December 31, 2015.

Soreghan, Michael J., reappointed to a five-year renewable term as Assistant Professor of Geology and Geophysics, annualized rate of \$71,573 for 9 months, August 16, 2015 through May 15, 2020.

Travis, Rex K., reappointed as Adjunct Lecturer of Law, rate of \$6,000 for 4.5 months, .17 time, August 16, 2015 through December 31, 2015.

Tytanic, Christopher A., reappointed as Adjunct Lecturer of Law, rate of \$6,000 for 4.5 months, .17 time, August 16, 2015 through December 31, 2015.

Wuestewald, Todd C., reappointed to a three-year renewable term as Assistant Professor of Liberal Studies, annualized rate of \$61,200 for 9 months, August 16, 2015 through May 15, 2018; additional stipend of \$800 for increased teaching duties in the College of Liberal Studies, January 21, 2015 through April 23, 2015.

CHANGE(S):

Abbott, Braden K., Professor of Physics and Astronomy, salary changed from annualized rate of \$87,172 for 9 months to annualized rate of \$90,172 for 9 months, August 16, 2015. Merit and compression increase.

Abraham, Eric R., Associate Professor of Physics and Astronomy and L.J. Semrod Presidential Professor, salary changed from annualized rate of \$80,462 for 9 months to annualized rate of \$82,462 for 9 months, August 16, 2015. Merit and compression increase.

Abramson, Julia L., Associate Professor of Modern Languages, Literatures and Linguistics, salary changed from annualized rate of \$67,166 for 9 months to annualized rate of \$68,166 for 9 months, August 16, 2015. Merit and compression increase.

Ade, Carl, Assistant Professor of Health and Exercise Science, salary changed from annualized rate of \$59,000 for 9 months to annualized rate of \$63,000 for 9 months, August 16, 2015. Merit and compression increase.

Al-Masri, Mohammad S.H., Assistant Professor of Modern Languages, Literatures and Linguistics and of International and Area Studies, Director of the Language Flagship Program in Arabic and ConocoPhillips Petroleum Co. Professor of Arabic Language, Literature and Culture, salary changed from annualized rate of \$67,800 for 9 months to annualized rate of \$70,662 for 9 months, August 16, 2015. Merit and compression increase.

Altan, Mustafa C., Director and Professor of the School of Aerospace and Mechanical Engineering and President's Associates Presidential Professor, given additional title Benjamin H. Perkinson Chair in Aerospace and Mechanical Engineering, salary changed from annualized rate of \$175,893 for 12 months to annualized rate of \$194,703 for 12 months, April 1, 2015.

Anderson, David K., Associate Professor of English, salary changed from annualized rate of \$65,810 for 9 months to annualized rate of \$72,310 for 9 months, August 16, 2015. Merit and compression increase.

Arthur, Ami T., Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$51,681 for 12 months, 0.80 time, to annualized rate of \$52,327 for 12 months, 0.80 time, July 1, 2015. Paid from grant funds; subject to availability of funds.

Atiquzzaman, Mohammed, Professor of Computer Science and Edith Kinney Gaylord Presidential Professor, salary changed from annualized rate of \$121,081 for 9 months to annualized rate of \$129,981 for 9 months, August 16, 2015. Merit and compression increase.

Banas, John A., Associate Professor of Communication, salary changed from annualized rate of \$71,400 for 9 months to annualized rate of \$72,400 for 9 months, August 16, 2015. Merit and compression increase.

Baron, Edward A., George Lynn Cross Research Professor of Physics and Astronomy, salary changed from annualized rate of \$103,423 for 9 months to annualized rate of \$104,423 for 9 months, August 16, 2015. Merit and compression increase.

Beach, Sara A., Professor of Instructional Leadership and Academic Curriculum, salary changed from annualized rate of \$81,114 for 9 months to annualized rate of \$82,114 for 9 months, August 16, 2015. Merit and compression increase.

Beck, Travis W., Associate Professor of Health and Exercise Science, salary changed from annualized rate of \$67,000 for 9 months to annualized rate of \$72,000 for 9 months, August 16, 2015. Merit and compression increase.

Bell Jr., Paul B., Professor of Biology, Regents' Professor and Dean Emeritus of the College of Arts and Sciences and Professor of the College of Arts and Sciences Dean Direct, salary changed from annualized rate of \$228,971 for 12 months to annualized rate of \$171,728 for 9 months, August 16, 2015. Changing from 12-month faculty to 9-month faculty.

Benson, Hugh H., Professor of Philosophy and Samuel Roberts Noble Presidential Professor, salary changed from annualized rate of \$96,900 for 9 months to annualized rate of \$97,900 for 9 months, August 16, 2015. Merit and compression increase.

Bergey, Elizabeth A., Associate Professor of Biology and Associate Heritage Zoologist of Oklahoma Biological Survey, salary changed from annualized rate of \$74,992 for 12 months to annualized rate of \$75,992 for 12 months, July 1, 2015. Merit and compression increase.

Berkinshaw, Stewart M., Associate Provost of Academic Affairs, Office of the Senior Vice President and Provost, salary changed from annualized rate of \$132,600 for 12 months to annualized rate of \$142,600 for 12 months, July 1, 2015. Merit increase.

Berkowitz, Robert A., Professor of Biology, given additional title President's Associates Presidential Professor, July 1, 2015; salary changed from annualized rate of \$86,498 for 9 months to annualized rate of \$100,098 for 9 months, August 16, 2015. Increase includes merit and compression.

Bert, Shannon S.C., Associate Professor of Human Relations, salary changed from annualized rate of \$69,461 for 9 months to annualized rate of \$70,461 for 9 months, August 16, 2015. Merit and compression increase.

Bisel, Ryan S., Associate Professor of Communication, salary changed from annualized rate of \$73,440 for 9 months to annualized rate of \$75,040 for 9 months, August 16, 2015. Merit and compression increase.

Black, Ervin L., Professor of Accounting, delete title Rath Chair in Accounting, given additional titles Director of the John T. Steed School of Accounting and W.K. Newton Chair in Accounting, salary changed from annualized rate of \$220,000 for 9 months to annualized rate of \$268,889 for 12 months, July 1, 2015. Changing from 9-month faculty to 12-month academic administrator.

Boggs, Bruce A., Associate Professor of Modern Languages, Literatures and Linguistics, salary changed from annualized rate of \$62,242 for 9 months to annualized rate of \$63,242 for 9 months, August 16, 2015. Merit and compression increase.

Bosse, Eric E., title changed from Instructor of English to renewable term Lecturer of Expository Writing Program, salary changed from annualized rate of \$43,800 for 9 months to annualized rate of \$43,774 for 9 months, August 16, 2015.

Bozorgi, Khosrow, Professor of Architecture, given additional title Farzaneh Family Presidential Professor in Iranian Architecture and Culture, salary changed from annualized rate of \$88,082 for 9 months to annualized rate of \$95,082 for 9 months, August 16, 2015.

Brandes, Joyce A., Associate Professor of Educational Psychology, salary changed from annualized rate of \$62,051 for 9 months to annualized rate of \$63,551 for 9 months, August 16, 2015. Merit and compression increase.

Branscum, Paul W., Assistant Professor of Health and Exercise Science, salary changed from annualized rate of \$62,000 for 9 months to annualized rate of \$66,500 for 9 months, August 16, 2015. Merit and compression increase.

Brewster, Keith A., Senior Research Scientist and Associate Director of the Center for Analysis and Prediction of Storms, salary changed from annualized rate of \$117,420 for 12 months to annualized rate of \$120,943 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Bridge, Eli S., Assistant Professor of Oklahoma Biological Survey, salary changed from annualized rate of \$57,026 for 9 months to annualized rate of \$61,026 for 9 months, August 16, 2015. Merit and compression increase.

Broughton, Richard E., Professor of Biology and of Oklahoma Biological Survey, salary changed from annualized rate of \$78,166 for 9 months, August 16, 2015. Merit and compression increase.

Brown, Ryan P., Professor of Psychology, salary changed from annualized rate of \$77,197 for 9 months to annualized rate of \$84,197 for 9 months, August 16, 2015. Merit and compression increase.

Brugar, Kristy A., Assistant Professor of Instructional Leadership and Academic Curriculum, salary changed from annualized rate of \$57,000 for 9 months to annualized rate of \$59,500 for 9 months, August 16, 2015. Merit and compression increase.

Burge, Stephanie W., Associate Professor of Sociology and Adjunct Associate Professor of Women's and Gender Studies, salary changed from annualized rate of \$65,534 for 9 months to annualized rate of \$69,034 for 9 months, August 16, 2015. Merit and compression increase.

Burke, Susan K., Associate Professor of Library and Information Studies, salary changed from annualized rate of \$69,554 for 9 months to annualized rate of \$70,054 for 9 months, August 16, 2015. Merit and compression increase.

Busenitz, Lowell W., Professor of Management and Entrepreneurship and Michael F. Price Chair in Business #3, salary changed from annualized rate of \$185,964 for 9 months to annualized rate of \$205,000 for 9 months, August 16, 2015. Market adjustment increase.

Butler, Elizabeth C., Professor of Civil Engineering and Environmental Science, salary changed from annualized rate of \$96,413 for 9 months to annualized rate of \$105,313 for 9 months, August 16, 2015. Merit and compression increase.

Calhoun, Kristin M., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$77,000 for 12 months to annualized rate of \$79,389 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Cane Carrasco, James A., Associate Professor of History, salary changed from annualized rate of \$62,975 for 9 months to annualized rate of \$63,975 for 9 months, August 16, 2015. Merit and compression increase.

Carl, John D., Assistant Professor of Sociology, annualized rate of \$55,000 for 9 months, additional stipend of \$4,500 for increased teaching duties in the Department of Sociology, August 16, 2015 through December 31, 2015.

Carlson, Deven E., Assistant Professor of Political Science, salary changed from annualized rate of \$68,340 for 9 months to annualized rate of \$70,340 for 9 months, August 16, 2015. Merit and compression increase.

Carvallo, Mauricio R., Associate Professor of Psychology, salary changed from annualized rate of \$71,808 for 9 months to annualized rate of \$72,808 for 9 months, August 16, 2015. Merit and compression increase.

Chang, Kuang-Hua, David Ross Boyd Professor of Aerospace and Mechanical Engineering and Williams Companies Foundation Presidential Professor, salary changed from annualized rate of \$105,117 for 9 months to annualized rate of \$114,017 for 9 months, August 16, 2015. Merit and compression increase.

Chapple, Constance, Associate Professor of Sociology and Adjunct Associate Professor of Women's and Gender Studies, salary changed from annualized rate of \$69,070 for 9 months to annualized rate of \$70,070 for 9 months, August 16, 2015. Merit and compression increase.

Cheney, Marshall K., Assistant Professor of Health and Exercise Science, salary changed from annualized rate of \$59,000 for 9 months to annualized rate of \$63,000 for 9 months, August 16, 2015. Merit and compression increase.

Cheong, Boon Leng, Research Scientist, Advanced Radar Research Center, salary changed from annualized rate of \$117,838 for 12 months to annualized rate of \$123,730 for 12 months, July 1, 2015. Merit increase.

Cline, Rangar H., Assistant Professor of Religious Studies, salary changed from annualized rate of \$61,200 for 9 months to annualized rate of \$63,000 for 9 months, August 16, 2015. Merit and compression increase.

Colin, Jose Juan, Associate Professor of Modern Languages, Literatures and Linguistics, salary changed from annualized rate of \$62,594 for 9 months to annualized rate of \$65,094 for 9 months, August 16, 2015. Merit and compression increase.

Commuri, Sesh, Professor of Electrical and Computer Engineering and Gerald Tuma Presidential Professor, salary changed from annualized rate of \$117,246 for 9 months to annualized rate of \$120,946 for 9 months, August 16, 2015. Merit and compression increase.

Connelly, M. Shane, Professor of Psychology, salary changed from annualized rate of \$78,503 for 9 months to annualized rate of \$84,503 for 9 months, August 16, 2015. Merit and compression increase.

Correia Jr., James, Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$67,247 for 12 months to annualized rate of \$69,264 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Cortest, Luis, Professor of Modern Languages, Literatures and Linguistics, salary changed from annualized rate of \$84,535 for 9 months to annualized rate of \$86,535 for 9 months, August 16, 2015. Merit and compression increase.

Cox-Fuenzalida, Luz-Eugenia, Associate Professor of Psychology, salary changed from annualized rate of \$71,819 for 9 months to annualized rate of \$72,819 for 9 months, August 16, 2015. Merit and compression increase.

Crain, Terry L., Associate Professor of Accounting, delete titles Director of the John T. Steed School of Accounting and W.K. Newton Chair in Accounting, given additional title KPMG Peat Marwick Centennial Professor of Accounting, salary changed from annualized rate of \$173,564 for 12 months to annualized rate of \$147,000 for 9 months, July 1, 2015. Changing from 12-month academic administrator to 9-month faculty.

Creager, Gerald J., Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$86,000 for 12 months to annualized rate of \$86,860 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Crowell, Sean M., title changed from Postdoctoral Research Associate to Research Scientist, Atmospheric and Geographic Sciences, salary changed from annualized rate of \$60,197 for 12 months to annualized rate of \$71,000 for 12 months, May 1, 2015.

Crowther, Kathleen M., Associate Professor of History of Science, salary changed from annualized rate of \$65,820 for 9 months to annualized rate of \$67,820 for 9 months, August 16, 2015. Merit and compression increase.

Cullen, Theresa A., Associate Professor of Educational Psychology, salary changed from annualized rate of \$65,177 for 9 months to annualized rate of \$68,677 for 9 months, August 16, 2015. Merit and compression increase.

Curtis, Christopher D., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$115,543 for 12 months to annualized rate of \$118,142 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Dancy, Theodis E., Associate Professor of Educational Leadership and Policy Studies, given additional title Faculty Fellow, Office of the Senior Vice President and Provost, salary remains at annualized rate of \$85,000 for 9 months, July 1, 2015.

Davis Cline, Jennifer J., Associate Professor of History and Adjunct Associate Professor of Women's and Gender Studies, salary changed from annualized rate of \$64,211 for 9 months to annualized rate of \$66,211 for 9 months, August 16, 2015. Merit and compression increase.

Day, Eric A., Professor of Psychology, salary changed from annualized rate of \$82,876 for 9 months to annualized rate of \$88,876 for 9 months, August 16, 2015. Merit and compression increase.

de Beurs, Kirsten M., Associate Professor of Geography and Environmental Sustainability, given additional title Chair of the Department of Geography and Environmental Sustainability, salary changed from annualized rate of \$84,573 for 9 months to annualized rate of \$134,400 for 12 months, July 1, 2015. Changing from 9-month faculty to 12-month academic administrator.

Deacon, Zermarie, Associate Professor of Human Relations and Adjunct Associate Professor of Women's and Gender Studies, salary changed from annualized rate of \$69,298 for 9 months to annualized rate of \$70,298 for 9 months, August 16, 2015. Merit and compression increase.

Ding, Lei, Associate Professor of Electrical and Computer Engineering, given additional title Lloyd and Joyce Austin Presidential Professor, July 1, 2015; salary changed from annualized rate of \$87,144 for 9 months to annualized rate of \$95,744 for 9 months, August 16, 2015. Increase includes merit and compression.

Dobbins, Brian K., Associate Professor of Music, annualized rate of \$55,645 for 9 months, additional stipend of \$8,000 for serving as Assistant Director for Undergraduate Admissions and Scholarships in the School of Music, August 16, 2015 through May 16, 2016.

Drege, Lance, Professor of Music and Undergraduate Student Advisor for the School of Music, salary changed from annualized rate of \$69,255 for 9 months to annualized rate of \$71,756 for 9 months, August 16, 2015.

Dunn, Anne K., Associate Professor of Microbiology and Plant Biology, salary changed from annualized rate of \$71,552 for 9 months to annualized rate of \$72,552 for 9 months, August 16, 2015. Merit and compression increase.

Durica, David S., Professor of Biology, salary changed from annualized rate of \$84,434 for 9 months to annualized rate of \$86,434 for 9 months, August 16, 2015. Merit and compression increase.

Edwards, Kirsten T., Assistant Professor of Educational Leadership and Policy Studies, salary changed from annualized rate of \$59,160 for 9 months to annualized rate of \$59,660 for 9 months, August 16, 2015. Merit and compression increase.

Ellis, Stephen E., Associate Professor of Philosophy, salary changed from annualized rate of \$63,098 for 9 months to annualized rate of \$67,098 for 9 months, August 16, 2015. Merit and compression increase.

Elmore, Kimberly L., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$111,707 for 12 months to annualized rate of \$114,221 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Elmore, R. Doug, Director and Professor of the ConocoPhillips School of Geology and Geophysics and Eberly Family Chair in Geology and Geophysics, given additional title Interim Dean of the Mewbourne College of Earth and Energy, salary remains at annualized rate of \$213,372 for 12 months, June 2, 2015.

Faison, Elyssa, Associate Professor of History and Adjunct Associate Professor of Women's and Gender Studies, salary changed from annualized rate of \$61,693 for 9 months to annualized rate of \$64,193 for 9 months, August 16, 2015. Merit and compression increase.

Fierro, Alexandre O., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$74,754 for 12 months to annualized rate of \$76,436 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Foote, Joe S., Professor of Journalism and Mass Communication and Gaylord Family Chair #1, title changed from Dean to Dean Emeritus of the Gaylord College of Journalism and Mass Communication, August 16, 2015; given additional title Director of the Center for Research and Training in the Gaylord College of Journalism and Mass Communication, salary remains at annualized rate of \$206,421 for 12 months, January 1, 2016.

Franklin, Aimee L., Associate Professor of Political Science, Sam K. Viersen Family Foundation Presidential Professor and Chair of the Institutional Review Board, salary changed from annualized rate of \$95,331 for 9 months to annualized rate of \$96,331 for 9 months, July 1, 2015. Merit and compression increase.

Fryar, Alisa H., Associate Professor of Political Science, salary changed from annualized rate of \$93,055 for 9 months to annualized rate of \$95,055 for 9 months, August 16, 2015. Merit and compression increase.

Gaddie, Ronald K., Chair and Professor of the Department of Political Science, given additional title President's Associates Presidential Professor, salary changed from annualized rate of \$153,000 for 12 months to annualized rate of \$163,000 for 12 months, July 1, 2015.

Gan, Rong Z., Professor of Aerospace and Mechanical Engineering and Charles E. Foster Chair in Mechanical Engineering, salary changed from annualized rate of \$115,476 for 9 months to annualized rate of \$124,376 for 9 months, August 16, 2015. Merit and compression increase.

Garofalo, Daniela, Professor of English, title changed from Interim Chair to Chair of the Department of English, salary changed from annualized rate of \$99,800 for 12 months to annualized rate of \$105,000 for 12 months, July 1, 2015.

Ge, Xun, Chair and Professor of the Department of Educational Psychology, salary changed from annualized rate of \$98,616 for 12 months to annualized rate of \$105,116 for 12 months, July 1, 2015. Merit and compression increase.

Genova, Pamela A., David Ross Boyd Professor of Modern Languages, Literatures and Linguistics and Edith Gaylord Harper Presidential Professor, salary changed from annualized rate of \$102,000 for 9 months to annualized rate of \$103,000 for 9 months, August 16, 2015. Merit and compression increase.

Ghosh, Dipankar, Professor of Accounting, John E. Mertes Jr. Presidential Professor, Executive Director of Business Energy Solutions Center and David C. Steed Chair in Accounting, given additional title David Ross Boyd Professor of Accounting, July 1, 2015; salary changed from annualized rate of \$224,400 for 9 months to annualized rate of \$240,108 for 9 months, August 16, 2015.

Gibson, John Phillip, Associate Professor of Biology and of Microbiology and Plant Biology and Director of the Kessler Farm Field Laboratory, salary changed from annualized rate of \$112,375 for 9 months to annualized rate of \$112,875 for 9 months, August 16, 2015. Merit and compression increase.

Glatzhofer, Daniel T., Professor of Chemistry and Biochemistry and President's Associates Presidential Professor, given additional title David Ross Boyd Professor of Chemistry and Biochemistry, July 1, 2015; salary changed from annualized rate of \$88,673 for 9 months to annualized rate of \$97,673 for 9 months, August 16, 2015. Increase includes merit and compression.

Gliedt, Travis J., Assistant Professor of Geography and Environmental Sustainability, salary changed from annualized rate of \$65,280 for 9 months to annualized rate of \$71,280 for 9 months, August 16, 2015. College compression increase.

Grady, Brian P., Professor and Director of the School of Chemical, Biological and Materials Engineering, President's Associates Presidential Professor and Conoco-Dupont Professor of Chemical, Biological and Materials Engineering, salary changed from annualized rate of \$177,179 for 12 months to annualized rate of \$183,479 for 12 months, July 1, 2015. Merit and compression increase.

Greene, Ellen S., Professor of Classics and Letters and Joseph Paxton Presidential Professor, salary changed from annualized rate of \$89,095 for 9 months to annualized rate of \$90,095 for 9 months, August 16, 2015. Merit and compression increase.

Greene, John S., Professor of Geography and Environmental Sustainability, given additional titles Associate Chair, Geography and Environmental Sustainability and Director of the Oklahoma Wind Power Initiative, July 1, 2015; delete title Director of the Environmental Verification and Analysis Center, salary changed from annualized rate of \$88,513 for 9 months to annualized rate of \$124,000 for 9 months, August 16, 2015.

Gronlund, Scott D., Professor of Psychology and Roger and Sherry Teigen Presidential Professor, salary changed from annualized rate of \$91,573 for 9 months to annualized rate of \$95,573 for 9 months, August 16, 2015. Merit and compression increase.

Gross, Miriam D., Assistant Professor of International and Area Studies and of History, salary changed from annualized rate of \$63,240 for 9 months to annualized rate of \$67,620 for 9 months, August 16, 2015. Merit and compression increase.

Gutierrez, Phillip, Professor of Physics and Astronomy, salary changed from annualized rate of \$95,111 for 9 months to annualized rate of \$96,111 for 9 months, August 16, 2015. Merit and compression increase.

Haag, Marcia L., Professor of Modern Languages, Literatures and Linguistics and President's Associates Presidential Professor, salary changed from annualized rate of \$73,830 for 9 months to annualized rate of \$76,000 for 9 months, August 16, 2015. Merit and compression increase.

Hale, Piers J., Associate Professor of History of Science, salary changed from annualized rate of \$66,293 for 9 months to annualized rate of \$68,793 for 9 months, August 16, 2014. Increase includes merit and compression.

Hampton, Shane R., Research Associate of the Institute for Quality Communities, given additional title Interim Director of the Institute for Quality Communities, salary changed from annualized rate of \$57,500 for 12 months to annualized rate of \$75,000 for 12 months, July 1, 2015.

Hardre, Patricia L., Professor of Educational Psychology, salary changed from annualized rate of \$78,000 for 9 months to annualized rate of \$80,000 for 9 months, August 16, 2015. Merit and compression increase.

Harrison, Roger G., Professor of Chemical, Biological and Materials Engineering, salary changed from annualized rate of \$105,767 for 9 months to annualized rate of \$114,667 for 9 months, August 16, 2015. Merit and compression increase.

Hatami, Kianoosh, Associate Professor of Civil Engineering and Environmental Science, salary changed from annualized rate of \$87,431 for 9 months to annualized rate of \$96,331 for 9 months, August 16, 2015. Merit and compression increase.

Havlicek, Joseph P., Professor of Electrical and Computer Engineering and Williams Companies Foundation Presidential Professor, salary changed from annualized rate of \$119,814 for 9 months to annualized rate of \$126,114 for 9 months, August 16, 2015. Merit and compression increase.

Hawthorne, James A., Professor of Philosophy, salary changed from annualized rate of \$72,730 for 9 months to annualized rate of \$76,230 for 9 months, August 16, 2015. Merit and compression increase.

Heinze, Eric A., Associate Professor of International and Area Studies and of Political Science and Director of Graduate Studies, International and Area Studies, salary changed from annualized rate of \$87,699 for 9 months to annualized rate of \$89,349 for 9 months, August 16, 2015. Merit and compression increase.

Hellman, Chan M., Professor of Human Relations at Tulsa, Associate Dean of the College of Arts and Sciences at Tulsa and Director of the Center for Applied Research for Non-Profit Organizations, salary changed from annualized rate of \$74,196 for 9 months to annualized rate of \$110,000 for 12 months, June 1, 2015. Changing from 9-month faculty to 12-month academic administrator.

Hennessey, Maeghan N., Associate Professor of Educational Psychology, salary changed from annualized rate of \$62,069 for 9 months to annualized rate of \$65,069 for 9 months, August 16, 2015. Merit and compression increase.

Henry, Aiyana Genae, Assistant Professor of Instructional Leadership and Academic Curriculum, salary changed from annualized rate of \$55,590 for 9 months to annualized rate of \$56,340 for 9 months, August 16, 2015. Merit and compression increase.

Herrick, Dylan T., Associate Professor and Assistant Chair of the Department of Modern Languages, Literatures and Linguistics, salary changed from annualized rate of \$67,320 for 9 months to annualized rate of \$68,320 for 9 months, August 16, 2015. Merit and compression increase.

Hill, Crag A., Assistant Professor of Instructional Leadership and Academic Curriculum, salary changed from annualized rate of \$58,140 for 9 months to annualized rate of \$60,390 for 9 months, August 16, 2015. Merit and compression increase.

Hoagland, Bruce W., Professor of Geography and Environmental Sustainability and of Oklahoma Biological Survey, Associate Heritage Ecologist and Heritage Coordinator of Oklahoma Biological Survey, salary changed from annualized rate of \$101,989 for 12 months to annualized rate of \$102,489 for 12 months, July 1, 2015. College compression increase.

Hodges, Kenneth L., Professor of English, salary changed from annualized rate of \$66,347 for 9 months to annualized rate of \$69,347 for 9 months, August 16, 2015. Merit and compression increase.

Hong, Ji Y., Associate Professor of Educational Psychology, salary changed from annualized rate of \$62,069 for 9 months to annualized rate of \$65,069 for 9 months, August 16, 2015. Merit and compression increase.

Hong, Yang, Professor of Civil Engineering and Environmental Science and Presidential Research Professor, salary changed from annualized rate of \$134,852 for 9 months to annualized rate of \$138,452 for 9 months, August 16, 2015. Merit and compression increase.

Houser, Neil O., David Ross Boyd Professor of Instructional Leadership and Academic Curriculum, salary changed from annualized rate of \$78,749 for 9 months to annualized rate of \$80,749 for 9 months, August 16, 2015. Merit and compression increase.

Hu, Xiaoming, Senior Research Scientist, Center for Analysis and Prediction of Storms, salary changed from annualized rate of \$67,980 for 12 months to annualized rate of \$70,019 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Huskey, Rebecca, Associate Professor of Classics and Letters, salary changed from annualized rate of \$65,431 for 9 months to annualized rate of \$66,031 for 9 months, August 16, 2015. Merit and compression increase.

Irvin, Sherri L., Professor of Philosophy, Adjunct Professor of Women's and Gender Studies and Presidential Research Professor, salary changed from annualized rate of \$79,661 for 9 months to annualized rate of \$84,661 for 9 months, August 16, 2015. Merit and compression increase.

Ivic, Igor R., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$98,670 for 12 months to annualized rate of \$100,890 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Johnson, Chad V., Associate Professor of Human Relations, salary changed from annualized rate of \$69,662 for 9 months to annualized rate of \$70,662 for 9 months, August 16, 2015. Merit and compression increase.

Johnson, Emily D., Associate Professor of Modern Languages, Literatures and Linguistics, salary changed from annualized rate of \$67,480 for 9 months to annualized rate of \$69,480 for 9 months, August 16, 2015. Merit and compression increase.

Johnson, Tyler, Associate Professor of Political Science, salary changed from annualized rate of \$71,561 for 9 months to annualized rate of \$73,561 for 9 months, August 16, 2015. Merit and compression increase.

Jones, Thomas A., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$68,778 for 12 months to annualized rate of \$77,204 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds. Inversion increase.

Josephson, Kim A., Professor of Music, given additional title Edith Kinney Gaylord Presidential Professor, July 1, 2015; salary changed from annualized rate of \$85,743 for 9 months to annualized rate of \$95,743 for 9 months, August 16, 2015.

Judisch, Neal D., Associate Professor of Philosophy, salary changed from annualized rate of \$57,678 for 9 months to annualized rate of \$61,678 for 9 months, August 16, 2015. Merit and compression increase.

Jung, Youngsun, Senior Research Scientist, Center for Analysis and Prediction of Storms, salary changed from annualized rate of \$72,100 for 12 months to annualized rate of \$100,000 for 12 months, July 1, 2015. Retention increase. Paid from grant funds; subject to availability of funds.

Kaney, Brian T., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$84,873 for 12 months to annualized rate of \$86,783 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Kao, Chung, Professor of Physics and Astronomy, salary changed from annualized rate of \$87,679 for 9 months to annualized rate of \$90,179 for 9 months, August 16, 2015. Merit and compression increase.

Karimkashi Arani, Shaya, Research Scientist, Advanced Radar Research Center, salary changed from annualized rate of \$97,850 for 12 months to annualized rate of \$99,807 for 12 months, July 1, 2015. Merit increase.

Karr, Elizabeth A., Associate Professor of Microbiology and Plant Biology, salary changed from annualized rate of \$71,881 for 9 months to annualized rate of \$73,881 for 9 months, August 16, 2015. Merit and compression increase.

Karstens, Christopher D., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$72,000 for 12 months to annualized rate of \$73,620 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Kehoe, Kenneth E., Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$67,205 for 12 months to annualized rate of \$69,221 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Kelly, Catherine E., Associate Professor of History, Adjunct Associate Professor of Women's and Gender Studies and L.R. Brammer Jr Presidential Professor, salary changed from annualized rate of \$69,903 for 9 months to annualized rate of \$70,903 for 9 months, August 16, 2015. Merit and compression increase.

Keppel, Ben G., Associate Professor of History, salary changed from annualized rate of \$66,124 for 9 months to annualized rate of \$67,124 for 9 months, August 16, 2015. Merit and compression increase.

Keresztesi, Rita, Associate Professor of English, salary changed from annualized rate of \$59,849 for 9 months to annualized rate of \$60,849 for 9 months, August 16, 2015. Merit and compression increase.

Kerr, Robert L., Professor of Journalism and Mass Communication, Gaylord Family Professor #2 and Edith Kinney Gaylord Presidential Professor, annualized rate of \$85,507 for 9 months, additional stipend of \$4,500 for increased teaching duties in the Gaylord College of Journalism and Mass Communication, August 16, 2015 through December 31, 2015.

Ketchum, Paul R., Assistant Professor of Liberal Studies, annualized rate of \$62,883 for 9 months, additional stipend of \$800 for increased teaching duties in the College of Liberal Studies, July 23, 2014 through April 21, 2015.

Kibbey, Tohren C., Professor of Civil Engineering and Environmental Science, salary changed from annualized rate of \$98,632 for 9 months to annualized rate of \$107,532 for 9 months, August 16, 2015. Merit and compression increase.

Kingfield, Darrel M., Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$65,000 for 12 months to annualized rate of \$66,463 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Kirstetter, Pierre-Emmanuel, Research Scientist, Advanced Radar Research Center, salary changed from annualized rate of \$65,000 for 12 months to annualized rate of \$85,000 for 12 months, July 1, 2015. Merit and compression increase.

Kisamore, Jennifer L., Associate Professor of Psychology at Tulsa, salary changed from annualized rate of \$70,516 for 9 months to annualized rate of \$72,516 for 9 months, August 16, 2015. Merit and compression increase.

Klein, Misha, Associate Professor of Anthropology and Adjunct Associate Professor of Women's and Gender Studies, salary changed from annualized rate of \$56,206 for 9 months to annualized rate of \$61,206 for 9 months, August 16, 2015. Merit and compression increase.

Knapp, Rosemary, Professor of Biology and Adjunct Professor of Women's and Gender Studies, salary changed from annualized rate of \$86,872 for 9 months to annualized rate of \$88,872 for 9 months, August 16, 2015. Merit and compression increase.

Koch, Jennifer A.M., Assistant Professor of Geography and Environmental Sustainability, salary changed from annualized rate of \$70,000 for 9 months to annualized rate of \$72,000 for 9 months, August 16, 2015. College compression increase. Paid from grant funds; subject to availability of funds.

Kong, Bo, Assistant Professor of International and Area Studies and ConocoPhillips Petroleum Professor of Chinese and Asian Studies, salary changed from annualized rate of \$76,500 for 9 months to annualized rate of \$78,500 for 9 months, August 16, 2015. Merit and compression increase.

Kong, Fanyou, Senior Research Scientist, Center for Analysis and Prediction of Storms, salary changed from annualized rate of \$113,300 for 12 months to annualized rate of \$116,699 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

LaDue, Daphne S., Research Scientist, Center for Analysis and Prediction of Storms, salary changed from annualized rate of \$82,514 for 12 months to annualized rate of \$84,990 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Laird, Susan S., Professor of Educational Leadership and Policy Studies and of Women's and Gender Studies, salary changed from annualized rate of \$77,312 for 9 months to annualized rate of \$80,312 for 9 months, August 16, 2015. Merit and compression increase.

Lake, Vickie E., Associate Professor of Instructional Leadership and Academic Curriculum at Tulsa, salary changed from annualized rate of \$64,542 for 9 months to annualized rate of \$71,042 for 9 months, August 16, 2015. Merit and compression increase.

Landis, Joshua M., Associate Professor of International and Area Studies, Director of the Center for Middle East Studies and Presidential Teaching Fellow in Honors, salary changed from annualized rate of \$85,936 for 9 months to annualized rate of \$88,500 for 9 months, August 16, 2015. Merit and compression increase.

Langston, Carrie L., Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$85,000 for 12 months to annualized rate of \$87,638 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Lantelme, Michel, Professor of Modern Languages, Literatures and Linguistics, salary changed from annualized rate of \$76,250 for 9 months to annualized rate of \$80,050 for 9 months, August 16, 2015. Merit and compression increase.

Larson, Rebecca D., Assistant Professor of Health and Exercise Science, salary changed from annualized rate of \$59,000 for 9 months to annualized rate of \$63,000 for 9 months, August 16, 2015. Merit and compression increase.

Laubach, Timothy A., Associate Professor of Instructional Leadership and Academic Curriculum, salary changed from annualized rate of \$64,176 for 9 months to annualized rate of \$67,176 for 9 months, August 16, 2015. Merit and compression increase.

Lawson, Paul A., Professor of Microbiology and Plant Biology, salary changed from annualized rate of \$82,710 for 9 months to annualized rate of \$86,710 for 9 months, August 16, 2015. Merit and compression increase.

Leighly, Karen M., Professor of Physics and Astronomy, salary changed from annualized rate of \$87,355 for 9 months to annualized rate of \$90,355 for 9 months, August 16, 2015. Merit and compression increase.

Lemon, Robert J., Associate Professor of Modern Languages, Literatures and Linguistics, salary changed from annualized rate of \$61,478 for 9 months to annualized rate of \$62,478 for 9 months, August 16, 2015. Merit and compression increase.

Levenson, Alan T., Professor of History, delete title Schusterman Professor of Jewish Religious and Intellectual History, given additional titles Director of the Schusterman Center and Schusterman-Josey Chair in Judaic History, salary changed from annualized rate of \$115,566 for 9 months to annualized rate of \$144,458 for 12 months, July 1, 2015. Changing from 9-month faculty to 12-month academic administrator.

Lewis, Judith S., Professor of History and of Women's and Gender Studies and President's Associates Presidential Professor, salary changed from annualized rate of \$81,830 for 9 months to annualized rate of \$82,830 for 9 months, August 16, 2015. Merit and compression increase.

Lim, Doo H., Associate Professor of Educational Leadership and Policy Studies, salary changed from annualized rate of \$67,880 for 9 months to annualized rate of \$70,880 for 9 months, August 16, 2015. Merit and compression increase.

Livingood, Patrick C., Associate Professor of Anthropology, salary changed from annualized rate of \$56,308 for 9 months to annualized rate of \$61,308 for 9 months, August 16, 2015. Merit and compression increase.

Lobban, Lance L., Professor of Chemical, Biological and Materials Engineering, Lloyd G. and Joyce Austin Presidential Professor and Francis W. Winn Chair in Chemical, Biological and Materials Engineering, salary changed from annualized rate of \$126,028 for 9 months to annualized rate of \$134,928 for 9 months, August 16, 2015. Merit and compression increase.

Magnusson, Roberta J., Associate Professor of History, salary changed from annualized rate of \$64,243 for 9 months to annualized rate of \$66,243 for 9 months, August 16, 2015. Merit and compression increase.

Mao, Chuanbin, Professor of Chemistry and Biochemistry and Edith Kinney Gaylord Presidential Professor, given additional title George Lynn Cross Research Professor of Chemistry and Biochemistry, July 1, 2015; salary changed from annualized rate of \$100,568 for 9 months to annualized rate of \$108,608 for 9 months, August 16, 2015. Increase includes merit and compression.

Markham, Michael R., Associate Professor of Biology and Robert G. and Betty Gale Case-Hooper Professor in Biology, salary changed from annualized rate of \$85,925 for 9 months to annualized rate of \$86,925 for 9 months, August 16, 2015. Merit and compression increase.

Masly, John P., Assistant Professor of Biology, salary changed from annualized rate of \$72,400 for 9 months to annualized rate of \$74,400 for 9 months, August 16, 2015. Merit and compression increase.

Mason, Bruce A., Associate Professor of Physics and Astronomy, salary changed from annualized rate of \$81,897 for 9 months to annualized rate of \$82,897 for 9 months, August 16, 2015. Merit and compression increase.

Mayeux, Lara, Associate Professor of Psychology and Vice-Chair of the Institutional Review Board, salary changed from annualized rate of \$69,364 for 9 months to annualized rate of \$71,364 for 9 months, August 16, 2015. Merit and compression increase.

McCall, Brian M., Professor of Law, Orpha and Maurice Merrill Professor of Law, Associate Dean for Academic Affairs, College of Law and Associate Director, Law Center, salary changed from annualized rate of \$178,500 for 12 months to annualized rate of \$186,500 for 12 months, August 16, 2015.

McDonald, William H., Associate Professor of English, salary changed from annualized rate of \$59,689 for 9 months to annualized rate of \$60,689 for 9 months, August 16, 2015. Merit and compression increase.

McLeod, David A., Assistant Professor of Social Work and Adjunct Assistant Professor of Women's and Gender Studies, salary changed from annualized rate of \$61,200 for 9 months to annualized rate of \$63,200 for 9 months, August 16, 2015. Merit and compression increase.

Melick, Christopher J., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$69,722 for 12 months to annualized rate of \$71,813 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Melnikov, Valery M., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$100,123 for 12 months to annualized rate of \$102,376 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Meo, Mark, Professor of Geography and Environmental Sustainability, salary changed from annualized rate of \$83,744 for 9 months to annualized rate of \$85,744 for 9 months, August 16, 2015. College compression increase.

Meysick, Karen, Lecturer of Microbiology and Plant Biology, salary changed from annualized rate of \$42,200 for 9 months to annualized rate of \$52,200 for 9 months, August 16, 2015.

Retention increase.

Miller, Christina R., Associate Professor of Social Work, salary changed from annualized rate of \$69,071 for 9 months to annualized rate of \$72,071 for 9 months, August 16, 2015. Merit and compression increase.

Miller, Claude H., Associate Professor of Communication, salary changed from annualized rate of \$72,420 for 9 months to annualized rate of \$73,420 for 9 months, August 16, 2015. Merit and compression increase.

Miller, Gerald A., Professor and Associate Director of the School of Civil Engineering and Environmental Science and Robert Glenn Rapp Foundation Presidential Professor, salary changed from annualized rate of \$115,344 for 9 months to annualized rate of \$118,943 for 9 months, August 16, 2015. Merit and compression increase.

Monroe, Justin W., Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$55,035 for 12 months to annualized rate of \$60,483 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Monroe, Kodi L., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$63,239 for 12 months to annualized rate of \$64,188 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Montminy, Martin, Professor of Philosophy, salary changed from annualized rate of \$72,420 for 9 months to annualized rate of \$75,920 for 9 months, August 16, 2015. Merit and compression increase.

Moon, Suzanne M., Associate Professor of History of Science, salary changed from annualized rate of \$74,531 for 9 months to annualized rate of \$77,431 for 9 months, August 16, 2015. Merit and compression increase.

Morris, Dale A., Senior Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$89,345 for 12 months to annualized rate of \$98,189 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Nairn, Robert W., Professor of Civil Engineering and Environmental Science and Sam K. Vierson Family Foundation Presidential Professor, salary changed from annualized rate of \$111,883 for 9 months to annualized rate of \$120,783 for 9 months, August 16, 2015. Merit and compression increase.

Ng, Su Fang, Associate Professor of English, salary changed from annualized rate of \$61,620 for 9 months to annualized rate of \$68,620 for 9 months, August 16, 2015. Merit and compression increase.

Noyori-Corbett, Chie, Assistant Professor of Social Work, salary changed from annualized rate of \$58,100 for 9 months to annualized rate of \$59,100 for 9 months, August 16, 2015. Merit and compression increase.

O'Neill, Sean P., Associate Professor of Anthropology, salary changed from annualized rate of \$58,504 for 9 months to annualized rate of \$62,004 for 9 months, August 16, 2015. Merit and compression increase.

Olberding, Amy L., Associate Professor of Philosophy and Adjunct Associate Professor of Women's and Gender Studies, salary changed from annualized rate of \$63,339 for 9 months to annualized rate of \$67,339 for 9 months, August 16, 2015. Merit and compression increase.

Olberding, Garret P., Associate Professor of History, salary changed from annualized rate of \$60,674 for 9 months to annualized rate of \$62,174 for 9 months, August 16, 2015. Merit and compression increase.

Palmer, Gus, Associate Professor of Anthropology and Director of the Native American Language Program, salary changed from annualized rate of \$64,958 for 9 months to annualized rate of \$65,958 for 9 months, August 16, 2015. Merit and compression increase.

Papavassiliou, Dimitrios V., Professor of Chemical, Biological and Materials Engineering, C.M. Sliepcevich Professor of Chemical Engineering and President's Associates Presidential Professor, salary changed from annualized rate of \$120,738 for 9 months to annualized rate of \$129,638 for 9 months, August 16, 2015. Merit and compression increase.

Parthasarathy, Ramkumar N., Professor of Aerospace and Mechanical Engineering and Anadarko Petroleum Corporation Presidential Professor, salary changed from annualized rate of \$102,182 for 9 months to annualized rate of \$111,082 for 9 months, August 16, 2015. Merit and compression increase.

Pasque, Penny A., Associate Professor of Educational Leadership and Policy Studies, given additional title Brian and Sandra O'Brien Presidential Professor, July 1, 2015; salary changed from annualized rate of \$68,571 for 9 months to annualized rate of \$79,571 for 9 months, August 16, 2015. Merit and compression increase.

Patten, Michael A., Professor of Oklahoma Biological Survey, salary changed from annualized rate of \$82,661 for 12 months to annualized rate of \$83,661 for 12 months, July 1, 2015. Merit and compression increase.

Pearson-Patel, Jessica L., Assistant Professor of International and Area Studies, salary changed from annualized rate of \$67,000 for 9 months to annualized rate of \$70,000 for 9 months, August 16, 2015. Merit and compression increase.

Peck, B. Mitchell, Associate Professor of Sociology, salary changed from annualized rate of \$68,158 for 9 months to annualized rate of \$69,158 for 9 months, August 16, 2015. Merit and compression increase.

Pepper, Amelia S., Assistant Professor of Law, annualized rate of \$82,451 for 12 months, additional stipend of \$6,000 for increased teaching duties in the College of Law, August 16, 2015 through May 15, 2016.

Piotrowski, Martin P., Associate Professor of Sociology, salary changed from annualized rate of \$69,095 for 9 months to annualized rate of \$70,095 for 9 months, August 16, 2015. Merit and compression increase.

Potvin, Corey K., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$67,567 for 12 months to annualized rate of \$75,844 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds. Inversion increase.

Priselac, Matthew D., Assistant Professor of Philosophy, salary changed from annualized rate of \$51,000 for 9 months to annualized rate of \$53,000 for 9 months, August 16, 2015. Merit and compression increase.

Purcell, Darren E., Associate Professor of Geography and Environmental Sustainability, salary changed from annualized rate of \$75,331 for 9 months to annualized rate of \$77,831 for 9 months, August 16, 2015. College compression increase.

Randle, Rodger A., Professor of Studies in Democracy and Culture in Tulsa, annualized rate of \$127,491 for 12 months, additional stipend of \$4,000 for increased teaching duties in the Department of Human Relations at Tulsa, January 1, 2015 through May 15, 2015.

Ransom, Daniel J., Associate Professor of English and Director of the Chaucer Variorum, salary changed from annualized rate of \$60,846 for 9 months to annualized rate of \$61,846 for 9 months, August 16, 2015. Merit and compression increase.

Rapf, Joanna E., Professor of English and of Women's and Gender Studies, delete title Interim Director of Film and Media Studies Program, June 21, 2015; salary changed from annualized rate of \$75,180 for 9 months to annualized rate of \$77,180 for 9 months, August 16, 2015. Merit and compression increase.

Ray, William O., Dean of the Graduate College, Associate Professor of Mathematics, Vice Provost for Norman Programs and Associate Vice President of Academic Affairs at Tulsa, given additional title Executive Associate Vice President at Tulsa, salary changed from annualized rate of \$195,000 for 12 months to annualized rate of \$202,500 for 12 months, July 1, 2015.

Raymond, Mark A., Assistant Professor of International and Area Studies and Wick Cary Professor of International Studies #5, salary changed from annualized rate of \$70,000 for 9 months to annualized rate of \$72,000 for 9 months, August 16, 2015. Merit and compression increase.

Reeder, Stacy L., Chair and Associate Professor of the Department of Instructional Leadership and Academic Curriculum, salary changed from annualized rate of \$93,027 for 12 months to annualized rate of \$96,527 for 12 months, July 1, 2015. Merit and compression increase.

Reeves, Heather D., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$68,055 for 12 months to annualized rate of \$69,586 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Robb Larkins, Erika, Assistant Professor of International and Area Studies and Wick Cary Professor in International Studies #1, salary changed from annualized rate of \$66,300 for 9 months to annualized rate of \$72,500 for 9 months, August 16, 2015. Merit and compression increase.

Robbins, Rockey R., Professor of Educational Psychology, salary changed from annualized rate of \$69,878 for 9 months to annualized rate of \$70,878 for 9 months, August 16, 2015. Merit and compression increase.

Robertson, Lindsay G., Professor of Law, Sam K. Viersen Family Foundation Presidential Professor and Judge Haskell A. Holloman Professor of Law, annualized rate of \$153,745 for 9 months, additional stipend of \$9,000 for increased teaching duties in the College of Law, August 16, 2015 through December 31, 2015.

Rodriguez, Clemencia, Professor of Communication and Adjunct Professor of Women's and Gender Studies, salary changed from annualized rate of \$95,370 for 9 months to annualized rate of \$97,370 for 9 months, August 16, 2015. Merit and compression increase.

Rook-Koepsel, Emily E., Assistant Professor of International and Area Studies and Wick Cary Professor in International Studies #2, salary changed from annualized rate of \$62,220 for 9 months to annualized rate of \$70,020 for 9 months, August 16, 2015. Merit and compression increase.

Rybenkov, Valentin V., Associate Professor of Chemistry and Biochemistry, salary changed from annualized rate of \$77,615 for 9 months to annualized rate of \$78,615 for 9 months, August 16, 2015. Merit and compression increase.

Ryzhkov, Alexander V., Senior Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$168,561 for 12 months to annualized rate of \$173,791 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Saha, Mrinal C., Associate Professor of Aerospace and Mechanical Engineering, salary changed from annualized rate of \$85,624 for 9 months to annualized rate of \$88,324 for 9 months, August 16, 2015. Merit and compression increase.

Santhanam, Radhika, Professor of Management Information Systems and Michael F. Price Chair in Business #1, title changed from Interim Director to Director of the Division of Management Information Systems, salary remains at annualized rate of \$249,333 for 12 months, July 1, 2015.

Schapkow, Carsten, Associate Professor of History, salary changed from annualized rate of \$60,032 for 9 months to annualized rate of \$62,032 for 9 months, August 16, 2015. Merit and compression increase.

Schroeder, Susan J., Associate Professor of Chemistry and Biochemistry and of Microbiology and Plant Biology, salary changed from annualized rate of \$77,534 for 9 months to annualized rate of \$79,034 for 9 months, August 16, 2015. Merit and compression increase.

Schutjer, Karin L., Professor of Modern Languages, Literatures and Linguistics, salary changed from annualized rate of \$73,500 for 9 months to annualized rate of \$76,000 for 9 months, August 16, 2015. Merit and compression increase.

Schuur, Terry J., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$98,694 for 12 months to annualized rate of \$99,928 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Schwarzkopf, Albert B., Associate Professor of Management Information Systems, given additional title Regents' Professor of Management Information Systems, salary changed from annualized rate of \$92,465 for 9 months to annualized rate of \$99,465 for 9 months, August 16, 2015.

Shah, Aqil, Assistant Professor of International and Area Studies, given additional title Wick Cary Professor of International Studies #3, salary remains at annualized rate of \$78,000 for 9 months, August 16, 2015.

Sharfman, Mark P., Professor of Management and Entrepreneurship and Puterbaugh Chair in American Enterprise, delete title Director of the Division of Management and Entrepreneurship, given additional titles Director of the Division of Management and International Business and Interim Director of the Division of Entrepreneurship and Economic Development, salary changed from annualized rate of \$195,544 for 12 months to annualized rate of \$234,632 for 12 months, July 1, 2015. Increase includes merit and compression.

Shehata, Samer S., Associate Professor of International and Area Studies, salary changed from annualized rate of \$89,250 for 9 months to annualized rate of \$91,000 for 9 months, August 16, 2015. Merit and compression increase.

Shelley, Fred M., Professor of Geography and Environmental Sustainability, salary changed from annualized rate of \$94,462 for 9 months to annualized rate of \$95,462 for 9 months, August 16, 2015. College compression increase.

Shepkaru, Shmuel, Associate Professor of History, given additional title Schusterman Professor of Jewish Religious and Intellectual History, salary changed from annualized rate of \$64,852 for 9 months to annualized rate of \$90,000 for 9 months, August 16, 2015.

Showers, Carolin J., Professor of Psychology, salary changed from annualized rate of \$82,806 for 9 months to annualized rate of \$87,006 for 9 months, August 16, 2015. Merit and compression increase.

Siddique, Zahed, Professor of Aerospace and Mechanical Engineering, salary changed from annualized rate of \$101,200 for 9 months to annualized rate of \$110,100 for 9 months, August 16, 2015. Merit and compression increase.

Siler, Cameron D., Assistant Professor of Biology and Assistant Curator of Herpetology, Sam Noble Oklahoma Museum of Natural History, salary changed from annualized rate of \$76,500 for 9 months to annualized rate of \$78,500 for 9 months, August 16, 2015. Merit and compression increase.

Smith, Laurel C., Associate Professor of Geography and Environmental Sustainability and Adjunct Assistant Professor of Women's and Gender Studies, salary changed from annualized rate of \$73,266 for 9 months to annualized rate of \$75,266 for 9 months, August 16, 2015. College compression increase.

Smith, Travis M., Senior Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$102,873 for 12 months to annualized rate of \$105,188 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Smothermon, Connie S., Assistant Professor of Law, Director of Competitions and Assistant Director of Legal Writing and Research, annualized rate of \$77,438 for 9 months, additional stipend of \$30,000 for increased teaching duties in the College of Law, August 16, 2015 through May 15, 2016.

Snyder, Eric, Assistant Professor of Educational Leadership and Policy Studies, salary changed from annualized rate of \$59,752 for 9 months to annualized rate of \$61,252 for 9 months, August 16, 2015. Merit and compression increase.

Souza, Lara A., Assistant Professor of Oklahoma Biological Survey and of Microbiology and Plant Biology, salary changed from annualized rate of \$81,600 for 12 months to annualized rate of \$82,600 for 12 months, July 1, 2015. Merit and compression increase.

Stanley, Clara C. Associate Professor of Dance, given additional title Associate Director of Dance, salary changed from annualized rate of \$53,581 for 9 months to annualized rate of \$65,487 for 12 months, July 1, 2015. Changing from 9-month faculty to 12-month academic administrator.

Stevenson, Bradley S., Associate Professor of Microbiology and Plant Biology, salary changed from annualized rate of \$72,434 for 9 months to annualized rate of \$73,434 for 9 months, August 16, 2015. Merit and compression increase.

Strauss, Michael G., David Ross Boyd Professor of Physics and Astronomy and Carlisle and Lurline Mabrey Presidential Professor, salary changed from annualized rate of \$99,468 for 9 months to annualized rate of \$100,468 for 9 months, August 16, 2015. Merit and compression increase.

Strevett, Keith A., Professor of Civil Engineering and Environmental Science, salary changed from annualized rate of \$98,043 for 9 months to annualized rate of \$106,943 for 9 months, August 16, 2015. Merit and compression increase.

Stumpf, Gregory J., Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$114,083 for 12 months to annualized rate of \$117,505 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Sullivan, Joseph M., Associate Professor of Modern Languages, Literatures and Linguistics, salary changed from annualized rate of \$64,318 for 9 months to annualized rate of \$66,318 for 9 months, August 16, 2015. Merit and compression increase.

Szymanski, Ann-Marie E., Associate Professor of Political Science, salary changed from annualized rate of \$81,917 for 9 months to annualized rate of \$82,917 for 9 months, August 16, 2015. Merit and compression increase.

Tang, Lin, Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$61,350 for 12 months to annualized rate of \$62,117 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Tarabochia, Sandra L., Assistant Professor of English, salary changed from annualized rate of \$65,280 for 9 months to annualized rate of \$66,280 for 9 months, August 16, 2015. Merit and compression increase.

Tarhule, Aondover A., Professor of Geography and Environmental Sustainability, title changed from Chair of the Department of Geography and Environmental Sustainability to Executive Associate Dean of the College of Atmospheric and Geographic Sciences, given additional title Faculty Fellow, Office of the Senior Vice President and Provost, salary changed from annualized rate of \$133,350 for 12 months to annualized rate of \$175,668 for 12 months, July 1, 2015.

Terry, Robert A., Professor of Psychology and of Management and Entrepreneurship, salary changed from annualized rate of \$79,783 for 9 months to annualized rate of \$83,083 for 9 months, August 16, 2015. Merit and compression increase.

Theisen, Adam Kenneth, Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$54,747 for 12 months to annualized rate of \$60,167 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Theriault, Noah W., Assistant Professor of International and Area Studies, salary changed from annualized rate of \$64,260 for 9 months to annualized rate of \$70,000 for 9 months, August 16, 2015. Merit and compression increase.

Thomas, Kevin W., Research Associate, Center for Analysis and Prediction of Storms, salary changed from annualized rate of \$94,044 for 12 months to annualized rate of \$95,925 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Toomey, Robert E., Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$80,960 for 12 months to annualized rate of \$81,770 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Torres, Sebastian M., Senior Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$141,838 for 12 months to annualized rate of \$146,239 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds

Trachtenberg, Zev M., Associate Professor of Philosophy, salary changed from annualized rate of \$65,873 for 9 months to annualized rate of \$69,373 for 9 months, August 16, 2015. Merit and compression increase.

Trytten, Deborah A., Associate Professor of Computer Science and Adjunct Associate Professor of Women's and Gender Studies, given additional title President's Associates Presidential Professor, July 1, 2015; salary changed from annualized rate of \$106,678 for 9 months to annualized rate of \$116,178 for 9 months, August 16, 2015. Increase includes merit and compression.

Urick, Angela M., Assistant Professor of Educational Leadership and Policy Studies, salary changed from annualized rate of \$59,160 for 9 months to annualized rate of \$62,160 for 9 months, August 16, 2015. Merit and compression increase.

Vaughn, Caryn C., Professor of Oklahoma Biological Survey and of Biology and President's Associates Presidential Professor, salary changed from annualized rate of \$109,522 for 12 months to annualized rate of \$110,522 for 12 months, July 1, 2015. Merit and compression increase.

Vermij, Rienk H., Professor and Acting Chair of the Department of History of Science, salary changed from annualized rate of \$80,531 for 9 months to annualized rate of \$81,531 for 9 months, August 16, 2015. Merit and compression increase.

Vishanoff, David R., Associate Professor of Religious Studies, salary changed from annualized rate of \$70,584 for 9 months to annualized rate of \$72,584 for 9 months, August 16, 2015. Merit and compression increase.

Wallach, Bret, Professor of Geography and Environmental Sustainability, salary changed from annualized rate of \$104,675 for 9 months to annualized rate of \$105,675 for 9 months, August 16, 2015. College compression increase.

Wang, Yadong, Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$61,350 for 12 months to annualized rate of \$62,730 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Wang, Yunheng, Research Scientist, Center for Analysis and Prediction of Storms, salary changed from annualized rate of \$90,230 for 12 months to annualized rate of \$94,741 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Wawrik, Boris, Associate Professor of Microbiology and Plant Biology, salary changed from annualized rate of \$72,836 for 9 months to annualized rate of \$73,836 for 9 months, August 16, 2015. Merit and compression increase.

Wert, Justin J., Associate Professor of Political Science and Associates Second Century Presidential Professor, salary changed from annualized rate of \$87,755 for 9 months to annualized rate of \$90,755 for 9 months, August 16, 2015. Merit and compression increase.

Whalen, Logan E., Professor of Modern Languages, Literatures and Linguistics, salary changed from annualized rate of \$70,846 for 9 months to annualized rate of \$75,046 for 9 months, August 16, 2015. Merit and compression increase.

Wheatley, Dustan M., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$65,838 for 12 months to annualized rate of \$73,245 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds. Inversion increase.

White, Kelvin L., Associate Professor of Library and Information Studies, given additional title Associate Dean for Faculty Development and Community, College of Arts and Sciences, salary changed from annualized rate of \$73,070 for 9 months to annualized rate of \$110,000 for 12 months, June 1, 2015. Changing from 9-month faculty to 12-month academic administrator.

Wickersham, Jane K., Associate Professor of History, salary changed from annualized rate of \$58,851 for 9 months to annualized rate of \$61,551 for 9 months, August 16, 2015. Merit and compression increase.

Williams-Diehm, Kendra L., Associate Professor of Educational Psychology, salary changed from annualized rate of \$63,477 for 9 months to annualized rate of \$65,477 for 9 months, August 16, 2015. Merit and compression increase. Paid from grant funds; subject to availability of funds.

Winston, Michael E., Associate Professor of Modern Languages, Literatures and Linguistics, salary changed from annualized rate of \$61,732 for 9 months to annualized rate of \$62,732 for 9 months, August 16, 2015. Merit and compression increase.

Wolfinbarger, Kimberly G., Lecturer of Engineering and Director of the Engineering Leadership Program, salary changed from annualized rate of \$69,600 for 12 months to annualized rate of \$81,600 for 12 months, May 1, 2015.

Wong, Norman, Associate Professor of Communication, salary changed from annualized rate of \$69,870 for 9 months to annualized rate of \$70,370 for 9 months, August 16, 2015. Merit and compression increase.

Wood, Andrew C., Senior Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$72,185 for 12 months to annualized rate of \$79,331 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Worley, Jody A., Associate Professor of Human Relations, salary changed from annualized rate of \$69,679 for 9 months to annualized rate of \$70,679 for 9 months, August 16, 2015. Merit and compression increase.

Worthen, Meredith, Associate Professor of Sociology, salary changed from annualized rate of \$67,805 for 9 months to annualized rate of \$69,305 for 9 months, August 16, 2015. Merit and compression increase.

Wu, Di, title changed from Lecturer to Research Fellow, Electrical and Computer Engineering, salary changed from annualized rate of \$21,333 for 12 months, 0.22 time, to annualized rate of \$19,200 for 12 months, 0.22 time, May 16, 2015.

Yussouf, Nusrat, Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$71,126 for 12 months to annualized rate of \$79,839 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds. Inversion increase.

Zeigler, James J., Associate Professor of English, salary changed from annualized rate of \$62,273 for 9 months to annualized rate of \$67,403 for 9 months, August 16, 2015. Merit and compression increase.

Zhang, Ke, Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$63,000 for 12 months to annualized rate of \$63,945 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Zhang, Pengfei, Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$70,673 for 12 months to annualized rate of \$72,264 for 12 months, July 1, 2015. Paid from grant funds; subject to availability of funds.

Zhang, Yan, Associate Professor of Electrical and Computer Engineering, given additional title President's Associates Presidential Professor, July, 1, 2015; salary changed from annualized rate of \$99,491 for 9 months to annualized rate of \$104,491 for 9 months, August 16, 2015.

NEPOTISM WAIVER(S):

Lu, Juan, Research Scientist, Chemistry and Biochemistry, annualized rate of \$78,000 for 12 months, January 1, 2016. Dr. Juan Lu is the wife of Dr. Shaorong Liu, Professor of Chemistry and Biochemistry. The Chair of the Department of Chemistry and Biochemistry, Dr. Ronald Halterman will review the research scientist's qualification, determine her salary, and conduct normal performance and annual evaluations for the proposed time periods. Dr. Liu will direct the research scientists' research projects. A Nepotism Waiver Management Plan has been reviewed and approved.

RESIGNATION(S)/TERMINATION(S):

Blackmon, Stephanie J., Assistant Professor of Educational Leadership and Policy Studies, May 16, 2015.

Blimpo, Moussa P., Assistant Professor of International and Area Studies and Wick Cary Professor of International Studies #4, August 1, 2015.

Bratcher, Melanie E., Associate Professor of African and African American Studies, May 16, 2015.

°Carlton, Ian, Executive Director, Institute for Quality Communities, June 19, 2015.

Clark, Adam J., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, May 3, 2015.

Diaz, Maria-Elena, Assistant Professor of Sociology, August 16, 2015.

Dowell, Kristin L., Associate Professor of Anthropology and Adjunct Associate Professor of Women's and Gender Studies, August 1, 2015. Accepted a position at Florida State University.

Goins, Charles R., Professor Emeritus of Architecture, July 1, 2015.

Grillot, Larry R., Dean and Professor of the College of Earth and Energy and Lester A. Day Family Chair, June 2, 2015. Named Dean Emeritus of the College of Earth and Energy.

Heinzelman, Peter J., Assistant Professor of Chemical, Biological and Materials Engineering, July 1, 2015.

Lakshmanan, Valliappa, Senior Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, May 14, 2015.

McHale, Susan, Research Associate, K20 Center for Educational and Community Renewal, June 1, 2015.

McRae, Emily W., Assistant Professor of Philosophy, May 16, 2015. Accepted position at University of Arizona.

Offen, Karl H., Associate Professor of Geography and Environmental Sustainability, June 2, 2015.

Olona, Leonard E., Senior Research Scientist, Office of the Vice President for Research, June 13, 2015.

Pul, Robert W., Associate Professor and Director of the Oklahoma Water Survey, July 1, 2015.

[°]Sanders, Rebecca, Research Associate, College of Architecture, Division of Regional & City Planning, June 19, 2015.

Staples, Robert D., Research Fellow, Cooperative Institute for Mesoscale Meteorological Studies, June 8, 2015.

Villegas de Chaverri, Susy, Assistant Professor of Social Work, May 16, 2015.

Votaw, Hilde M., Instructor of Modern Languages, Literatures and Linguistics, June 1, 2015. Accepted a position as Professor at OCU.

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See motion on page 34786.

RETIREMENT(S):

Allman, L. J., Associate Provost for Academic Advising Oversight, June 1, 2015.

Knapp, Carol A., Assistant Professor of Accounting and John E. Mertes Jr. Presidential Professor, July 1, 2015.

Page, Rex L., Professor of Computer Science, July 1, 2015.

Rubin, Leonard R., Professor of Mathematics, July 1, 2015. Named Professor Emeritus of Mathematics.

Russell, Susan E., Associate Professor of Bibliography and Cataloger, July 1, 2015.

Stillman, Dinah M., Instructor of Modern Languages, Literatures and Linguistics, August 1, 2015.

Stillman, Norman A., Professor of History and Schusterman/Josey Chair in Judaic History, August 1, 2015. Named Professor Emeritus of History.

Vehik, Mary S., Professor of Anthropology, August 1, 2015. Named Professor Emeritus of Anthropology.

General Counsel Gollahalli noted that two RESIGNATION/TERMINATION actions (marked above) should be amended to show June effective dates.

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

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

DEATH(S):

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

Eek, Nathaniel S., Regents' Professor Emeritus and Professor Emeritus of Drama, April 30, 2015.

Regent Weitzenhoffer moved that the Board enter into executive session on the Administrative and Professional Personnel Actions. The executive session was held in the same location, beginning at 11:30 a.m.

The Board returned to open session at 12:03 p.m.

ADMINISTRATIVE AND PROFESSIONAL PERSONNEL ACTIONS - NC & HSC

Health Sciences Center:

APPOINTMENT(S):

Ahlefeld, Dorsa D., Nurse Practitioner, OU Physicians CHP Clinics, College of Medicine, annualized rate of \$85,000 for 12 months (\$7,083.33 per month), May 18, 2015. Professional Nonfaculty.

Crowder, Eric L., Program Manager, Stephenson Cancer Center, College of Medicine, annualized rate of \$67,000 for 12 months (\$5,5833.33 per month), June 30, 2015. Administrative Staff.

Elwell, Victoria, Resident, Anesthesiology, College of Medicine, annualized rate of \$67,945 for 12 months (\$5,662.08 per month), August 1, 2015. Graduate Student.

Keith, Tonya L., Senior Clinic Manager, OU Physicians Faculty Clinics, College of Medicine, annualized rate of \$62,400 for 12 months (\$5,200.00 per month), March 31, 2015. Managerial Staff.

Newman, Mandy M., Senior Clinics Administrator, OU Physicians Faculty Clinics, annualized rate of \$78,000 for 12 months (\$6,500.00 per month), May 27, 2015. Managerial Staff.

Pachika, Ajay, Resident, Department of Medicine, Residency, College of Medicine, annualized rate of \$63,252.00 for 12 months (\$5,271.00 per month), July 1, 2015. Graduate Student.

Robertson, Cynthia L., Physician Assistant I, Pediatrics, College of Medicine, annualized rate of \$85,000 for 12 months (\$7,083.33 per month), July 1, 2015. Professional Nonfaculty.

Sandefur, Amy, Lead Radiation Therapist, Radiation Oncology-Med Physics, College of Medicine, annualized rate of \$95,000 for 12 months (\$7,916.67 per month), May 11, 2015. Professional Nonfaculty.

Schneider, John Gregory, Resident, Surgery Residency Program, College of Medicine, annualized rate of \$60,314 for 12 months (\$5,026.16 per month), July 1, 2015. Graduate Student.

Thibodeaux, Jonathan, Senior IT Analyst, IT Administration, Provost, annualized rate of \$80,000 for 12 months (\$6,666.67 per month), May 13, 2015. Professional Nonfaculty.

CHANGE(S):

Atkinson, Dolores J., Nurse Practitioner, OUP Clinical Operations, College of Medicine - Tulsa, salary changed from an annualized rate of \$90,000 for 12 months (\$7,500.00 per month) to an annualized rate of \$72,000 for 12 months (\$6,000.00 per month), .80 FTE, March 9, 2015. Professional Nonfaculty. FTE change from 100% to 80%.

Brannon, Erin L., Ultrasonographer Technologist, OUP Clinical Operations, College of Medicine - Tulsa, salary changed from an annualized rate of \$66,550 for 12 months (\$5,545.83 per month) to an annualized rate of \$68,547 for 12 months (\$5,712.20 per month), May 1, 2015. Technical/Paraprofessional. Additional duties.

Fathian, Asal, Resident, Obstetrics and Gynecology, College of Medicine, salary changed from an annualized rate of \$58,869 for 12 months (\$4,905.75 per month) to an annualized rate of \$63,252 for 12 months (\$5,271.00 per month), July 1, 2015. Graduate Student. PY6 to PY7.

Harding, Sarah K., Outreach Liaison, Family Medicine, College of Medicine, salary changed from an annualized rate of \$60,343 for 12 months (\$5,028.60 per month) to an annualized rate of \$30,171 for 12 months (\$2,514.30 per month), June 1, 2015. Professional Nonfaculty. FTE change from 100% to .50%.

Hearne, Timothy E., title changed from IT Analyst I, IT Administration, Provost, to IT Analyst II, IT Administration, Provost, salary changed from an annualized rate of \$54,600 for 12 months (\$4,550.00 per month) to an annualized rate of \$62,025 for 12 months (\$5,168.80 per month), July 1, 2015. Professional Nonfaculty. Reclassification.

Judkins, Carrie L., title changed from Neonatal Nurse Clinician, Pediatrics, College of Medicine, to Neonatal Nurse Practitioner, Pediatrics, College of Medicine, May 1, 2015. Professional Nonfaculty. Promotion.

Maxon, Stacey P., title changed from Executive Director of Development - HSC, University Development, Provost, to Assistant Vice President for Development - HSC, University Development, Provost, July 1, 2015. Administrative Staff. Title change.

McMillin, Nora, Staff Dental Hygienist, department changed from OU Dentistry, College of Dentistry, to Graduate Periodontics, salary changed from an annualized rate of \$46,898 for 12 months (\$3,908.24 per month) to an annualized rate of \$72,800 for 12 months (\$6,066.67 per month), June 8, 2015. Professional Nonfaculty. Department transfer and FTE increase.

Mosley, Lisa K., title changed from Sponsored Program Administrator II, Research Administration, Office of Research Administration, to Senior Sponsored Programs Administrator, Research Administration, Office of Research Administration, salary changed from an annualized rate of \$55,000 for 12 months (\$4,583.33 per month) to an annualized rate of \$62,000 for 12 months (\$5,166.67 per month), May 1, 2015. Professional Nonfaculty. Reclassification.

Treib, Marla S., title changed from Neonatal Nurse Clinician, Pediatrics, College of Medicine, to Neonatal Nurse Practitioner, Pediatrics, College of Medicine, May 1, 2015. Professional Nonfaculty. Promotion.

Weatherford, Dana M., Physician Assistant I, department changed from OU Physicians Health @ Work, College of Medicine - Tulsa, to OUP Clinical Operations, College of Medicine - Tulsa, salary changed from an annualized rate of \$81,000 for 12 months (\$6,750.00 per month) to an annualized rate of \$69,888 for 12 months (\$5,824.00 per month), .80 FTE, April 1, 2015. Professional Nonfaculty. Departmental transfer with salary decrease.

Wheelbarger, Caroline, title changed from Administrative Coordinator, Office of the Provost, Provost, to Assistant to Senior Vice President & Provost, Office of the Provost, Provost, salary changed from an annualized rate of \$49,000 for 12 months (\$4,083.33 per month) to an annualized rate of \$61,000 for 12 months (\$5,083.33 per month), June 1, 2015. Administrative Staff. Promotion.

Yamane, Shane S., title changed from Fellow, CMT Surgery Residency, College of Medicine - Tulsa, to Resident, CMT Surgery Residency, College of Medicine - Tulsa, May 1, 2015. Graduate Student. Promotion.

Yarbrough, Melissa D., title changed from Clinical Research Nurse II, Stephenson Cancer Center, College of Medicine, to Clinical Research Nurse III, Stephenson Cancer Center, College of Medicine, salary changed from an annualized rate of \$56,626 for 12 months (\$4,718.83 per month) to an annualized rate of \$60,000 for 12 months (\$5,000.00 per month), July 1, 2015. Professional Nonfaculty. Reclassification.

RESIGNATION(S)/TERMINATION(S):

Anderson, Melissa D., Clinical Pharmacist, Pharmacy Management Consultant, College of Pharmacy, May 1, 2015. Resignation-other position.

Belcher, Cacey Lee, Staff Registered Nurse II, OU Physicians CHP Clinics, College of Medicine, May 1, 2015. Resignation.

Bruce, Rebecca Lynn, Nurse Navigator, Medicine Gastroenterology, College of Medicine, April 30, 2015. Resignation.

Johnson, Samantha C., Phase I Chemotherapy Nurse, Stephenson Cancer Center, May 23, 2015. Resignation.

Lane, Karla M., Data Management Analyst III, OUP Clinical Operations, College of Medicine - Tulsa, May 8, 2015. Death.

LaValley, Krystal M., Ultrasonographer Technologist, OU Physicians Faculty Clinics, College of Medicine, May 1, 2015. Resignation.

Montoya, Bree D., Business Manager, Nursing Office of the Dean, College of Nursing, May 1, 2015. Transfer to Norman campus.

Phillips, Michelle Vu, Exercise Physiologist, Harold Hamm Diabetes Center, College of Medicine, April 18, 2015. Termination.

Tyler, Flinton L., Pacemaker Nurse, OU Physicians Faculty Clinics, College of Medicine, May 30, 2015. Resignation.

Norman Campus:

NEW APPOINTMENT(S):

Burt, Adam M., Information Technology Specialist II, Oklahoma Climate Survey, annualized rate of \$62,000 for 12 months (\$5,166.66 per month), June 22, 2015. Managerial Staff.

Coad, Sam C., Coach/Sports Professional I, Athletic Department, annualized rate of \$90,000 for 12 months (\$7,500 per month), June 10, 2015. Managerial Staff.

Daub, Bryce D., Trainer/Health Services Associate III, Athletics Department, annualized rate of \$90,000 for 12 months (\$7,500 per month), June 1, 2015. Managerial Staff.

Glenn, Kristapher G., Administrator III, Information Technology, annualized rate of \$105,000 for 12 months (\$8,750 per month), June 15, 2015. Administrative Staff.

Juarez, James, Administrator II, Law Center Computer Center, annualized rate of \$90,000 for 12 months (7,500 per month), June 16, 2015. Administrative Staff.

Morgan, Gregory, Information Specialist III, Information Technology TOPS/Business Office, annualized rate of \$78,000 for 12 months (\$6,500 per month), June 22, 2015. Managerial Staff.

Quinn, Thomas Daniel, Information Technology Analyst III, Information Technology Merrick, annualized rate of \$98,000 for 12 months (\$8,166.66 per month), June 8, 2015. Managerial Staff.

Wood, Christopher J., University Student Programs Specialist II, Athletics Department, annualized rate of \$70,000 for 12 months (\$5,833.33 per month), April 30, 2015. Managerial Staff.

CHANGES(S):

[†]Able, Graeme, Associate Head Coach, Women's Soccer, Athletics Department, annual review of compensation and conditions of employment and to make any necessary adjustments.

Abrogar, Ernest A., title changed from Information Technology Analyst I to Information Technology Analyst II, Vice President for Research Office, salary changed from annualized rate of \$58,300 for 12 months (\$4,858.33 per month) to annualized rate of \$65,000 for 12 months (\$5,416.66 per month), July 1, 2015. Managerial Staff. Job Re-Classification.

Adams, Richard W., Information Technology Analyst II, The Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$89,747 for 12 months (\$7,478.99 per month) to annualized rate of \$90,645 for 12 months (\$7,553.78 per month), July 1, 2015. Managerial Staff. Merit increase.

Ashford, Sandra R., Auditor III, Internal Auditing, 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 per month), June 1, 2015. Managerial Staff. Merit increase.

Austin, Guy, Managerial Associate I, Athletics Department, salary changed from annualized rate of \$95,000 for 12 months (\$7,916.67 per month) to annualized rate of \$100,000 for 12 months (\$8,333.33 per month) July 1, 2015. Managerial Staff. Merit.

Bash, Susan E., Manager, Sooner Suites/Conferences, salary changed from annualized rate of \$58,000 for 12 months (\$4,833.33 per month) to annualized rate of \$62,000 for 12 months (\$5,166.66 per month), July 1, 2015. Managerial Staff. Merit.

Bates, Gary L., Information Technology Technician III, College of Arts and Sciences, Dean's Office, salary changed from annualized rate of \$74,725 for 12 months (\$6,227.10 per month) to annualized rate of \$79,000 for 12 months (\$6,583.33 per month), July 1, 2015. Managerial Staff. Merit & Equity.

[†]Bedenbaugh, William, Assistant Coach, Football, Athletics Department, annual review of compensation and contract of employment and to make any necessary adjustments.

Biggs, Aaron A., Information Technology Analyst III, College of Arts and Sciences, Dean's Office, salary changed from annualized rate of \$85,000 for 12 months (\$7,083.33 per month) to annualized rate of \$92,000 for 12 months (\$7,666.66 per month), July 1, 2015. Managerial Staff. Merit & Equity.

Bishop, Catherine F., Vice President, Public Affairs, salary changed from annualized rate of \$218,840 for 12 months (\$18,236.66 per month) to annualized rate of \$228,840 for 12 months (\$19,070 per month). June 24, 2015. Executive Officer. Merit increase.

Blahnik, Jeffrey J., Executive Director Admissions & Recruitment, Admissions, salary changed from annualized rate of \$105,000 for 12 months (\$8,750.00 per month) to annualized rate of \$130,000 for 12 months (\$6,253.91 per month), June 1, 2015. Administrative Staff. Merit increase.

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[†] See motion on page 34799.

[†] See motion on page 34799.

Boren, Kristi D., Managerial Associate I, Engineering Dean, salary changed from annualized rate of \$58,299 for 12 months (\$4,858.26 per month) to annualized rate of \$63,546 for 12 months (\$5,295.50 per month), June 1, 2015. Managerial Staff. Merit increase.

[†]Boulware, Jay, Assistant Coach, Football, Athletics Department, annual review of compensation, and contract of employment and to make any necessary adjustments.

Brown, Alex, Health Care Professional I, Athletics Department, salary changed from annualized rate of \$69,360 for 12 months (\$5,780.00 per month) to annualized rate of \$73,000 for 12 months (\$6,083,33 per month) July 1, 2015. Professional Staff. Merit.

Brown, Dennis L., Administrator II, Food Service Administration, salary changed from annualized rate of \$73,440 for 12 months (\$6,120.00 per month) to annualized rate of \$78,440 for 12 months (\$6,536.66 per month), July 1, 2015. Administrative Staff. Merit.

Brumbaugh, Leah, Development Associate III, President, Tulsa Campus, salary changed from annualized rate of \$89,712 for 12 months (\$7,476 per month) to annualized rate of \$94,712 for 12 months (\$7,892.66 per month), July 1, 2015. Managerial Staff. Merit increase.

Bradley, Clifton D., University Student Programs Specialist I, Prospective Student Services, given additional title of Special Assistant to the Vice President for University Community, salary changed from annualized rate of \$95,037 for 12 months (\$7,919.79 per month) to annualized rate of \$110,037 for 12 months (\$9,169.79 per month), June 1, 2015. Managerial Staff. Additional duties.

Bradshaw, Elaine B., Librarian II, Law Center Library, salary changed from annualized rate of \$53,439 for 12 months (\$4,453.32 per month) to annualized rate of \$62,000 for 12 months (\$5,166.66 per month), July 1, 2015. Professional Staff. Increase duties and responsibilities.

Brogden, Jeffrey W., Information Technology Analyst III, The Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$108,801 for 12 months (\$9,066.75 per month) to annualized rate of \$110,161 for 12 months (\$9,180 per month), July 1, 2015. Managerial Staff. Merit increase.

Burcham, Darwin H., Information Technology Analyst III, The Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$105,406 for 12 months (\$8,873.90 per month) to annualized rate of \$106,460 for 12 months (\$8,871.74 per month), July 1, 2015. Managerial Staff. Merit increase.

Callison, James P., title changed from Information Technology Analyst II to Information Technology Analyst III, Law Center Computing Center, salary remains at the annualized rate of \$78,521 for 12 months (\$6,543.48 per month), June 1, 2015. Managerial Staff. Job Re-Classification.

Camp, Brad, Managerial Associate I, Athletics Department, salary changed from annualized rate of \$61,098 for 12 months (\$5,091.50 per month) to annualized rate of \$64,000 for 12 months (\$5,333.33 per month) July 1, 2015. Managerial Staff. Merit.

Chan, Ronald B., Administrator II, OU Police Department, salary changed from annualized rate of \$82,602 for 12 months (\$6,883.50 per month) to annualized rate of \$90,950 for 12 months (\$7,579.16 per month), July 1, 2015. Administrative Staff. Salary increase program.

[†]Boren, David L., President of the University. Review of compensation and contract of employment and to make any necessary adjustments.

Clark, Rodney A., Program Administrator III, University Outreach Advanced Programs, salary changed from annualized rate of \$80,000 for 12 months (\$6,666.66 per month) to annualized rate of \$88,000 for 12 months (\$7,333.33 per month), July 1, 2015. Managerial Staff. Compression due to added responsibilities.

Cook Christopher S., Information Technology Analyst III of Center for Analysis and Prediction of Storms and Research Associate of Electrical and Computer Engineering, salary changed from annualized rate of \$78,392 for 12 months to annualized rate of \$80,185 for 12 months, July 1, 2015. Managerial Staff.

Cox, Danielle E., Trainer/Health Services Associate II, Goddard Health Services, salary changed from \$69,360 for 12 months (\$5,780 per month) 1.00 FTE to annualized rate of \$43,696 for 12 months (\$3,641.40 per month) 0.63 FTE, June 1, 2015. Managerial Staff. Voluntarily reduction in FTE.

[†]Crutchfield, Chris, Assistant Coach, Men's Basketball, Athletics Department, annual review of compensation and contract of employment and to make any necessary adjustments.

Davenport, Amy M., Director of Fitness and Recreation and Director of Assessment for the Division of Student Affairs, Fitness and Recreation, salary changed from annualized rate of \$102,228 for 12 months (\$8,519 per month) to annualized rate of \$112,228 for 12 months (\$9,352.33 per month), June 1, 2015. Administrative Officer. Merit increase.

Davis, Justin E., title changed from Information Technology Manager to Administrator III, Information Community Experience, salary changed from annualized rate of \$84,150 for 12 months (\$7,012.50 per month) to annualized rate of \$100,000 for 12 months (\$8,333.33 per month), July 1, 2015. Administrative Staff. Promotion with additional scope and increased responsibilities

Dickens, Melany D., Associate Vice President, Office of the Vice President for Research, salary changed from annualized rate of \$115,000 for 12 months (\$9,583.33 per month) to annualized rate of \$120,000 for 12 months (\$10,000 per month), July 1, 2015. Merit increase.

[†]Drouin-Luttrell, Veronique, Head Coach, Women's Golf, Athletics Department, annual review of compensation and contract of employment and to make any necessary adjustments.

Elmore, Karen L., University Student Programs Specialist II, College of Arts and Sciences, Dean's Office, salary changed from annualized rate of \$51,000 for 12 months (\$4,250.00 per month) to annualized rate of \$62,000 for 12 months (\$5,166.66 per month), July 1, 2015. Managerial Staff. Merit and equity.

Farmer, Debra L., Financial Associate I, Center for Analysis and Prediction of Storms, salary changed from annualized rate of \$64,008 for 12 months (\$5,334.00 per month) to annualized rate of \$65,928 for 12 months (\$5,494.02 per month), July 1, 2015. Managerial Staff. Annual increase.

Forren, Eddie, Information Technology Analyst III, The Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$109,504 for 12 months (\$9,125.41 per month) to annualized rate of \$110,873 for 12 months (\$9,239.47 per month), July 1, 2015. Managerial Staff. Merit increase.

[†]Gasso, Patty, Head Coach, Women's Softball, Athletics Department, annual review of compensation and contract of employment and to make any necessary adjustments.

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[†] See motion on page 34799.

Gatewood, Elizabeth A., Financial Associate II, Office of the Dean, salary changed from annualized rate of \$75,949 for 12 months (\$6,329.10 per month) to annualized rate of \$82,000 for 12 months (\$6,833.33 per month), July 1, 2015. Managerial Staff. Merit increase.

[†]Gundy, Cale, Assistant Coach, Football, Athletics Department, review of compensation and contract of employment, and to make any necessary adjustments.

Hammer, Jaime S., Associate General Counsel, Legal Counsel, salary changed from annualized rate of \$146,850 for 12 months (\$12,237.50 per month) to an annualized rate of \$154,350 for 12 months (\$12,862.50 per month), July 1, 2015. Administrative Staff. Retention and merit.

Harris, Carilyn M., Financial Associate I, College of Arts and Sciences, Dean's Office, salary changed from annualized rate of \$61,200 for 12 months (\$5,100.00 per month) to annualized rate of \$65,000 for 12 months (\$5,416.66 per month), July 1, 2015. Managerial Staff. Merit and equity.

Henry, Frank M., Administrator III, Food Service Administration, salary changed from annualized rate of \$126,000 for 12 months (\$10,500 per month) to annualized rate of \$138,000 for 12 months (\$11,500 per month), July 1, 2015. Administrative Staff. Merit and promotion.

[†]Henson, Steve, Assistant Coach, Men's Basketball, Athletics Department, annual review of compensation and contract of employment and to make any necessary adjustments.

[†]Hill, Lewis, Assistant Coach, Men's Basketball, Athletics Department, annual review of compensation and contract of employment and to make any necessary adjustments.

Hinnen, Brian, Managerial Associate II, Athletics Department, salary changed from annualized rate of \$61,098 for 12 months (\$5,091.50 per month) to annualized rate of \$65,000 for 12 months (\$5,416.67 per month) July 1, 2015. Managerial Staff. Merit, increased responsibilities.

Hockett, John M., Assistant Dean, Academic Affairs III, College of Journalism, salary changed from annualized rate of \$74,284 for 12 months (\$6,190.38 per month) to annualized rate of \$90,000 for 12 months (\$7,500.00 per month), July 1, 2015. Administrative Staff. Merit and equity.

Howk, Kathy L., Financial Associate II, College of Earth & Energy Dean's Office, salary changed from annual rate of \$78,038.02 for 12 months (\$\$6,503.17 per month) to annual rate of \$82,000 for 12 months (\$6,833.33 per month), July 1, 2015. Managerial Staff. Merit and retention.

Huebsch, Milton E., Assistant Vice President, Information Technology, salary changed from annualized rate of \$140,000 for 12 months (\$11,666.66 per month) to annualized rate of \$149,800 for 12 months (\$12,483.33 per month), July 1, 2015. Administrative Officers. Additional duties due to organizational restructuring.

Hughes, Mary, Development Associate III, College of Engineering Dean's Office, salary changed from annualized rate of \$127,500 for 12 months (\$10,625.00 per month) to annualized rate of \$138,975 for 12 months (\$11,581.25 per month), June 1, 2015. Managerial Staff. Increase.

Huston, Robin E., title changed from Administrator II to Director, Career Services, salary changed from annualized rate of \$55,000 for 12 months (\$4,583.33 per month) to annualized rate of \$95,000 for 12 months (\$7,916.66 per month), July 1, 2015. Administrative Officer. Internal promotion.

[†]Hybl, Ryan, Head Coach, Men's Golf, Athletics Department, annual review of compensation and contract of employment and to make any necessary adjustments.

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[†] See motion on page 34799.

Irvin, Robin D., Auditor III, Internal Auditing, salary changed from annualized rate of \$71,300 for 12 months (\$5,941.66 per month) to annualized rate of \$80,000 for 12 months (\$6,666.66 per month), June 1, 2015. Managerial Staff. Merit increase.

Kelley, Redmond C., Technology Project Management Specialist III, Advanced Radar Research Center, salary changed from annualized rate of \$92,270.60 for 12 months (\$7,689.21 per month) to annualized rate of \$96,884.13 for 12 months (\$8,073.67 per month), July 1, 2015. Managerial Staff. Merit increase.

Kennedy, Tracy M., title changed from Administrator III to Assistant Vice President, President's Office, Tulsa Campus, salary changed from annualized rate of \$97,920 for 12 months (\$8,160.00 per month) to annualized rate of \$102,920 for 12 months (\$8,576.66 per month), July 1, 2015. Administrative Officer. Internal Promotion.

Key, Nicholas B., title changed from Administrator III to Administrator IV, Information Technology Community Experience, salary changed from annualized rate of \$115,000 for 12 months (\$9,583.33 per month) to annualized rate of \$125,000 for 12 months (\$10,416.67 per month), July 1, 2014. Administrative Officer. Promotion and equity.

[†]Kindler, Kathy, Head Coach, Women's Gymnastics, Athletics Department, annual review of compensation and contract of employment and to make any necessary adjustments.

[†]Kish, Tim, Assistant Coach, Football, Athletics Department, review of compensation and contract of employment, and to make any necessary adjustments.

Krause, John M., Information Technology Analyst II, The Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$99,982 for 12 months (\$8,331.91 per month) to annualized rate of \$102,232 for 12 months (\$8,519.38 per month), July 1, 2015. Managerial Staff. Merit increase.

Ludvigson, Carol, Managerial Associate I, Athletics Department, salary changed from annualized rate of \$68,000 for 12 months (\$5,666.67 per month) to annualized rate of \$70,000 for 12 months (\$5,833.33 per month) July 1, 2015. Managerial Staff. Merit, increased responsibilities.

Mackie, Keith E., Director, Housing & Food Services Athletics Concessions, salary changed from annualized rate of \$83,200 for 12 months (\$6,933.33 per month) to annualized rate of \$88,200 for 12 months (\$7,350.00 per month), July 1, 2015. Administrative Staff. Merit.

Mander, Clive W., Chief Audit Executive, Internal Audit, salary changed from annualized rate of \$129,590 for 12 months (\$10,799.17 per month) to annualized rate of \$142,590 for 12 months (\$11,882.50 per month), June 24, 2015. Administrative Officer. Merit increase.

Marks, Theresa M., Assistant Dean, Academic Affairs III, College of Engineering Dean's Office, salary changed from annualized rate of \$68,850 for 12 months (\$5,737.50 per month) to annualized rate of \$75,047 for 12 months (\$6,253.91 per month), June 1, 2015. Administrative Staff. Merit increase.

Marsh, Deborah K., Managerial Associate I, Geography & Environmental Sustainability, salary changed from annualized rate of \$56,100 for 12 months (\$4,675 per month) to annualized rate of \$61,100 for 12 months (\$5,091.66 per month), July 1, 2015. Managerial Staff. Merit increase.

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[†] See motion on page 34799.

Mason, Walter S. IV, title changed from Director to Vice President for Governmental Relations, salary changed from annual rate of \$95,000 for 12 months (\$7,916.67 per month) to annualized rate of \$120,000 for 12 month (\$10,000 per month), July 1, 2015. Executive Officer. Internal promotion.

McCord, Matthew S., Technology Project Management Specialist III, Advanced Radar Research Center, salary changed from annualized rate of \$82,400 for 12 months (\$6,866.66 per month) to annualized rate of \$86,520 for 12 months (\$7,210 per month), July 1, 2015. Managerial Staff. Merit increase.

McCoy, Bethany D., Program Specialist III, College of Arts and Sciences, Dean's Office, salary changed from annualized rate of \$80,000 for 12 months (\$6,666.66 per month) to annualized rate of \$84,000 for 12 months (\$7,000 per month), July 1, 2015. Managerial Staff. Merit and equity.

McGehee, Kyle D., Technology Project Management Specialist III, Facilities Management Administration Office, salary changed from annualized rate of \$85,000 for 12 months (\$7,083.33 per month) to annualized rate of \$95,000 for 12 months (\$7,916.66 per month), June 1, 2015. Managerial Staff. Merit and retention.

Meier, John B., Technology Project Management Specialist III, Advanced Radar Research Center, salary changed from annualized rate of \$89,270 for 12 months (\$7,439.24 per month) to annualized rate of \$91,949 for 12 months (\$7,662.41 per month), July 1, 2015. Managerial Staff. Merit increase.

Miller, Scott M., Administrator II, Counseling and Testing, Goddard Health Services, salary changed from annualized rate of \$110,000 for 12 months (\$9,166.66 per month) to annualized rate of \$116,000 for 12 months (\$9,666.66 per month), June 1, 2015. Administrative Staff. Increase in job responsibilities.

Morales, Lisa L., title changed from Admissions/Recruitment Specialist II to Program Administrator II, College of Engineering Dean's Office, salary changed from annualized rate of \$55,692 for 12 months (\$4,641per month) to annualized rate of \$70,000 for 12 months (\$5,833.33 per month), June 1, 2015. Managerial Staff. Job Re-Classification.

†Mullins, David, Head Coach, Women's Tennis, Athletics Department, annual review of compensation and contract of employment and to make any necessary adjustments.

Nguyen, Quy H., University Student Programs Specialist I, Center for Student Life, salary changed from annualized rate of \$50,000 for 12 months (\$4,166.66 per month) to annualized rate of \$75,000 for 12 months (\$6,250 per month), June 1, 2015. Managerial Staff. Merit increase.

Pierce, Emily L., title changed from Managerial Associate I, Computer Science to Administrator II, College of Arts and Sciences Dean's Office salary changed from annualized rate of \$52,000 for 12 months (\$4,333.33 per month) to annualized rate of \$64,000 for 12 months (\$5,333.33 per month), June 8, 2015. Administrative Staff. Accepted another job on campus.

Pettersen, Krista A., title changed from Administrator III to Assistant Vice President, OU-Tulsa, salary changed from annualized rate of \$86,127 for 12 months (\$7,177.25 per month) to annualized rate of \$96,127 for 12 months (\$8,010.58 per month), July 1, 2015. Administrative Officers. Internal Promotion.

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[†] See motion on page 34799.

Pham, Thao X., title changed from Information Technology Analyst II, Center for Teaching Excellence to Information Technology Analyst II, The Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$57,120 for 12 months (\$4,760.00 per month) to annualized rate of \$60,000 for 12 months (\$5,000 per month), May 4, 2015. Managerial Staff. Accepted another job on campus.

†Potter, Matt, Head Coach, Women's Soccer, Athletics Department, annual review of compensation and contract of employment and to make any necessary adjustments.

Priegnitz, David L., Information Technology Analyst III, The Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$118,255 for 12 months (\$9,854.65 per month) to annualized rate of \$119,734 for 12 months (\$9,977.84 per month), July 1, 2015. Managerial Staff. Merit increase.

Purcell, Chris A., Ph.D., Vice President for University Governance, Executive Secretary of the Board of Regents, and Secretary of the Universities, salary increased from \$236,756 for 12 months to \$259,721 for 12 months, effective July 1, 2015. Executive Officer. Compression, equity and merit.

Purcell, Michael M., title changed from Open Records Officer to Director, Open Records Office, salary changed from annualized rate of \$64,250 for 12 months (\$4,354.16 per month) to annualized rate of \$68,000 for 12 months (\$5,666.66 per month), July 1, 2015. Administrative Officer. Increase in responsibility.

Ray, Kent A., Administrator II, OU Police Department, salary changed from annualized rate of \$89,523 for 12 months (\$7,460.25 per month) to annualized rate of \$97,85 for 12 months (\$8,154.33 per month), July 1, 2015. Administrative Staff. Salary increase program.

[†]Restrepo, Santiago, Head Coach, Women's Volleyball, Athletics Department, annual review of compensation and contract of employment and to make any necessary adjustments.

Roberts, Anthony J., title changed from Marketing/Production Specialist I to Technology Project Management Specialist II, University Press, salary changed from annualized rate of \$50,150 for 12 months (\$4,179.16 per month) to annualized rate of \$62,000 for 12 months (\$5,166.66 per month), May 1, 2015. Managerial Staff. Accepted another job on campus.

[†]Roddick, John, Head Coach, Men's Tennis, Athletics Department, annual review of compensation and contract of employment and to make any necessary adjustments.

Rom, Matthew C., Managerial Associate II, Physical Plant Administration Office, salary changed from annualized rate of \$65,001 for 12 months (\$5,416.75 per month) to annualized rate of \$75,000 for 12 months (\$6,250 per month), July 1, 2015. Managerial Staff. Merit and Retention.

Sade, Ralph L., Administrator II, OU Police Department, salary changed from annualized rate of \$82,602 for 12 months (\$6,883.50 per month) to annualized rate of \$90,950 for 12 months (\$7,579.16 per month), July 1, 2015. Administrative Staff. Salary increase program.

[†]Schmidt, Jerry, Director of Sports Enhancement and Strength and Conditioning, Athletics Department, annual review of compensation and contract of employment and to make any necessary adjustments.

Shepard, Mike, Managerial Associate I, Athletics Department, salary changed from annualized rate of \$110,000 for 12 months (\$9,166.67 per month) to annualized rate of \$115,000 for 12 months (\$9,583.33 per month) July 1, 2015. Managerial Staff. Merit.

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[†] See motion on page 34799.

Shumate, Jabar, Vice President for University Community, change effective date from June 1, 2015 to May 31, 2015. Salary remains at annualized rate of \$220,000 for 12 months (\$18,333.34 per month), May 31, 2015. Executive Officer. Correction.

Taylor, Charles, Marketing/PR Specialist II, Athletics Department, salary changed from annualized rate of \$80,580 for 12 months (\$6,715.00 per month) to annualized rate of \$85,000 for 12 months (\$7,083.33 per month) July 1, 2015. Managerial Staff. Merit, increased responsibilities.

Todd, Heather R., Financial Associate II, Gaylord College of Journalism & Mass Communication, salary changed from annualized rate of \$51,000 for 12 months (\$4,250.00 per month) to annualized rate of \$68,000 for 12 months (\$5,666.66 per month), July 1, 2015. Managerial Staff. Merit and equity.

Thompson, John L., Information Technology Analyst III, The Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$108,534 for 12 months (\$9,044.53 per month) to annualized rate of \$109,619 for 12 months (\$9,134.98 per month), July 1, 2015. Managerial Staff. Merit increase.

Tomas, Lisa D., title changed from Managerial Associate II to Information Specialist III, Information Technology Stores, salary changed from annualized rate of \$73,440 for 12 months (\$6,120 per month) to annualized rate of \$77,440 for 12 months (\$6,453.33 per month). July 1, 2015. Managerial Staff. Additional duties for campus stores community outreach and engagement.

Trevino, Ryan H., Administrator III, Housing & Food Community Experience, salary changed from annualized rate of \$91,000 for 12 months (\$7,583.33 per month) to annualized rate of \$96,000 for 12 months (\$8,000 .00 per month), July 1, 2015. Administrative Staff. Merit increase.

Uysal, Faruk, Technology Project Management Specialist III, Advanced Radar Research Center, salary changed from annualized rate of \$83,000 for 12 months (\$6,916.66 per month) to annualized rate of \$85,490 for 12 months (\$7,124.16 per month), July 1, 2015. Managerial Staff. Merit increase.

[†]VanHootegem, Jim, Head Coach, Men's and Women's Track and Field and Cross Country, Athletics Department, annual review of compensation and contract of employment and to make any necessary adjustments.

Voeller, Robert J., Administrator II, OU Police Department, salary changed from annualized rate of \$82,602 for 12 months (\$6,883.50 per month) to annualized rate of \$90,950 for 12 months (\$7,579.16 per month), July 1, 2015. Administrative Staff. Salary increase program.

Warde, David A., Scientist/Researcher II, The Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$89,822 for 12 months (\$7,485.19 per month) to annualized rate of \$91,843 for 12 months (\$7,653.60 per month), July 1, 2015. Professional Staff. Merit increase.

Wiedemann, Buddy W., Information Technology Specialist III, Gaylord College of Journalism & Mass Communication, salary changed from annualized rate of \$53,060 for 12 months (\$4,421.70 per month) to annualized rate of \$68,000 for 12 months (\$5,666.66 per month), July 1, 2015. Managerial Staff. Merit and equity.

Wilbur, Sharon A., Administrator III, K20 Center for Educational & Community Renewal, salary changed from annualized rate of \$77,250 for 12 months (\$6,437 per month) to annualized rate of \$83,430 for 12 months (\$6,952.50 per month), May 1, 2015. Administrative Staff. Increase in job responsibilities.

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[†] See motion on page 34799.

†Williams, Mark, Head Coach, Men's Gymnastics, Athletics Department, annual review of compensation and contract of employment and to make any necessary adjustments.

Williams, Stewart, Managerial Associate II, Athletics Department, salary changed from annualized rate of \$80,000 for 12 months (\$6,666.67 per month) to annualized rate of \$85,000 for 12 months (\$7,083.33 per month) July 1, 2015. Managerial Staff. Merit, increased responsibilities.

Williams, David W., University Student Programs Specialist II, Center for Economic & Management Research, salary changed from annualized rate of \$67,070 for 12 months (\$5,589.19 per month) to annualized rate of \$73,070 for 12 months (\$6,089.19 per month), July 1, 2015. Managerial Staff. Increase in job responsibilities.

Wright, Angelette R., University Student Programs Specialist III, Center for Student Life, salary changed from annualized rate of \$59,000 for 12 months (\$4,916.66 per month) to annualized rate of \$63,500 for 12 months (\$5,291.66 per month), June 1, 2015. Managerial Staff. Merit increase.

NEPOTISM WAIVER(S):

Blakley, Caleh, Irrigation Technician, Landscape & Grounds, hourly rate of \$14.60, May 30, 2015, Hourly Staff. Mr. Blakley is the grandson of Allen King, Director of Landscape & Grounds. Mr. Blakley will report to Mr. Loftus, who reports to Mr. Reeves, who reports to Brandon Brookins, who reports to Allen King. A Nepotism Waiver Management Plan has been reviewed.

Hodgson, Jonathan S., Video Production Associate, Gaylord College of Journalism & Mass Communication, hourly rate of \$8.25, May 20, 2015, Hourly Staff. Mr. Hodgson is the son of Scott Hodgson, Professor, Gaylord College of Journalism & Mass Communication There will be several levels of supervision for Jonathan including Mr. Hahn and Assistant Dean Hockett. A Nepotism Waiver Management Plan has been reviewed.

RESIGNATION(S)/TERMINATION(S):

Belsky, Luke Anthony, Health Care Professional III, Counseling and Testing Services, May 31, 2015. Resignation.

Coleman, Sharri L, Managerial Associate I, African and African American Studies, June 6, 2015. Contract Ends.

Delaney, Casey T., Assistant Dean, Academic Affairs II, Law Development, August 1, 2015. Resignation.

England, Joshua N., Information Technology Specialist II, K20 Center for Educational and Community Renewal, June 25, 2015. Resignation.

Gartin, John G., Coach/Sports Professional I, Athletics Department, June 6, 2015. Resignation.

Genther, Diane Yvonne, Health Care Professional III, Counseling and Testing Services, June 30, 2015. Resignation.

Hames, Kelly M., Program Specialist II, Price College of Business Dean's Office, August 28, 2015. Contract ends.

Moen, Eric A., Staff Attorney, Office of Legal Counsel, May 27, 2015. Resignation.

Moris, Peter, Administrator II, Media Relations, Athletics Department, May 2, 2015. Resignation.

Mullen, Jonathan W., Information Technology Analyst II, Computer Science, June 20, 2015. Resignation.

Pearce, Dawn, Program Administrator II, K20 Center for Educational & Community Renewal, July 1, 2015. Resignation.

Smith, Wayne M., Information Analyst II, University Outreach Information Technology, July 1, 2015. Resignation.

Tyler, Kevin C., Coach/Sports Professional I, Athletics Department, July 1, 2015. Resignation.

Watkins, Brian S., Information Technology Analyst II, Arts and Sciences Dean's Office, June 27, 2015. Resignation.

RETIREMENT(S):

Anderson, Blane K., Director, Law Center Financials Services, August 1, 2015.

Scott, Betty J., Director, Career Services, July 1, 2015.

Spencer, Herbert L., Health Care Professional III, Counseling and Testing Services, Goddard Health Services, August 31, 2015.

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

Regent Weitzenhoffer moved approval of the recommendation with the following amendments that were presented to members of the Board and made available to the public. The following voted yes on the motion: Regents Weitzenhoffer, Bennett, Humphreys and Burgess. The Chair declared the motion unanimously approved.

Boren, David L., President – that employment terms be modified effective July 1, 2015, with material changes to the terms of the employment as follows:

- 1. Amend the President's Retirement Plan definition of compensation to include Presidential Professorship payments when determining Plan distributions;
- 2. Amend the Presidents Retirement Plan to allow for Plan distributions to be based on the President's final or highest year of compensation; and,
- 3. All other terms of employment remain unchanged.

Additionally, authorize the Chairman of the Board of Regents, with the assistance of the General Counsel, to take any actions necessary to implement these changes.

Abel, Graeme, Associate Head Coach, Women's Soccer, Athletics Department, - that the compensation be modified effective July 1, 2015 to increase the current Base Salary from \$72,000 annually to \$77,040 annually, payable monthly.

Bedenbaugh, William, Assistant Coach, Football, Athletics Department, - that the employment agreement be modified effective June 1, 2015, with material changes to the terms of the employment agreement to include as follows:

- 1. Extend the term of the employment agreement to May 31, 2016.
- 2. Increase the current Base Salary of \$225,000 annually to \$230,000 annually, payable monthly.

Additionally, authorize the President and Athletics Director, with the assistance of the General Counsel, to negotiate and execute the final terms of the agreement to include terms and conditions customary and reasonable for agreements of this type.

Boulware, Jawara (Jay), Assistant Coach, Football, Athletics Department, - that the employment agreement be modified effective June 1, 2015, with material changes to the terms of the employment agreement to include as follows:

- 1. Extend the term of the employment agreement to May 31, 2016.
- 2. Increase the current Base Salary of \$220,000 annually to \$225,000 annually, payable monthly.

Additionally, authorize the President and Athletics Director, with the assistance of the General Counsel, to negotiate and execute the final terms of the agreement to include terms and conditions customary and reasonable for agreements of this type.

Crutchfield, Chris, Assistant Coach, Men's Basketball, Athletics Department, – that the employment agreement be modified effective July 1, 2015, with material changes to the terms of the employment agreement to include as follows:

- 1. Extend the term of the current employment agreement to June 30, 2016.
- 2. Increase the current Base Salary from \$190,250 annually to \$200,250 annually, payable monthly.

Additionally, authorize the President and Athletics Director, with the assistance of the General Counsel, to negotiate and execute the final terms of the modified agreement to include additional or other modified terms and conditions customary and reasonable for agreements of this type.

Drouin-Luttrell, Veronique, Head Coach, Women's Golf, Athletics Department, – that the employment agreement be modified effective July 1, 2015, with material changes to the terms of the employment agreement to include as follows:

- 1. Extend the term of the employment agreement to June 30, 2020.
- 2. Increase the current Base Salary from \$120,000 annually to \$125,000 annually, payable monthly.

Additionally, authorize the President and Athletics Director, with the assistance of the General Counsel, to negotiate and execute the final terms of the modified agreement to include additional or other modified terms and conditions customary and reasonable for agreements of this type.

Gasso, Patty, Head Coach, Women's Softball, Athletics Department, – that the employment agreement be modified effective July 1, 2015, with material changes to the terms of the employment agreement to include as follows:

1. Extend the term of the employment agreement to June 30, 2020.

Additionally, authorize the President and Athletics Director, with the assistance of the General Counsel, to negotiate and execute the final terms of the modified agreement to include additional or other modified terms and conditions customary and reasonable for agreements of this type.

Gundy, Cale, Assistant Head Coach, Football, Athletics Department, – that the employment agreement be modified effective June 1, 2015, with material changes to the terms of the employment agreement to include as follows:

- 1. Extend the term of the current employment agreement to May 31, 2016.
- 2. Increase the current Base Salary from \$245,000 annually to \$260,000 annually, payable monthly.

Additionally, authorize the President and Athletics Director, with the assistance of the General Counsel, to negotiate and execute the final terms of the modified agreement to include additional or other modified terms and conditions customary and reasonable for agreements of this type.

Henson, Steve, Assistant Coach, Men's Basketball, Athletics Department, – that the employment agreement be modified effective July 1, 2015, with material changes to the terms of the employment agreement to include as follows:

- 1. Extend the term of the current employment agreement to June 30, 2016.
- 2. Increase the current Base Salary from \$190,250 annually to \$200,250 annually, payable monthly.

Additionally, authorize the President and Athletics Director, with the assistance of the General Counsel, to negotiate and execute the final terms of the modified agreement to include additional or other modified terms and conditions customary and reasonable for agreements of this type.

Hill, Lewis, Assistant Coach, Men's Basketball, Athletics Department, – that the employment agreement be modified effective July 1, 2015, with material changes to the terms of the employment agreement to include as follows:

- 1. Extend the term of the current employment agreement to June 30, 2016.
- 2. Increase the current Base Salary from \$190,250 annually to \$200,250 annually, payable monthly.

Additionally, authorize the President and Athletics Director, with the assistance of the General Counsel, to negotiate and execute the final terms of the modified agreement to include additional or other modified terms and conditions customary and reasonable for agreements of this type.

Hybl, Ryan, Head Coach, Men's Golf, Athletics Department, – that the employment agreement be modified effective July 1, 2015, with material changes to the terms of the employment agreement to include as follows:

- 1. Extend the term of the employment agreement to June 30, 2020.
- 2. Increase the current Base Salary from \$125,000 annually to \$137,000 annually, payable monthly.

Additionally, authorize the President and Athletics Director, with the assistance of the General Counsel, to negotiate and execute the final terms of the modified agreement to include additional or other modified terms and conditions customary and reasonable for agreements of this type.

Kindler, KJ, Head Coach, Women's Gymnastics, Athletics Department, – that the employment agreement be modified effective July 1, 2015, with material changes to the terms of the employment agreement to include as follows:

1. Extend the term of the employment agreement to June 30, 2021.

Additionally, authorize the President and Athletics Director, with the assistance of the General Counsel, to negotiate and execute the final terms of the modified agreement to include additional or other modified terms and conditions customary and reasonable for agreements of this type.

Kish, Tim, Assistant Coach, Football, Athletics Department, – that the employment agreement be modified effective June 1, 2015, with material changes to the terms of the employment agreement to include as follows:

- 1. Extend the term of the current employment agreement to May 31, 2016.
- 2. Increase the current Base Salary from \$225,000 annually to \$230,000 annually, payable monthly.

Additionally, authorize the President and Athletics Director, with the assistance of the General Counsel, to negotiate and execute the final terms of the modified agreement to include additional or other modified terms and conditions customary and reasonable for agreements of this type.

Mullins, David, Head Coach, Women's Tennis, Athletics Department, – that the employment agreement be modified effective July 1, 2015, with material changes to the terms of the employment agreement to include as follows:

1. Extend the term of the employment agreement to June 30, 2019.

Additionally, authorize the President and Athletics Director, with the assistance of the General Counsel, to negotiate and execute the final terms of the modified agreement to include additional or other modified terms and conditions customary and reasonable for agreements of this type.

Potter, Matt, Head Coach, Women's Soccer, Athletics Department, – that the employment agreement be modified effective July 1, 2015, with material changes to the terms of the employment agreement to include as follows:

- 1. Extend the term of the employment agreement to December 31, 2018.
- 2. Increase the current Base Salary effective January 1, 2015 from \$145,000 annually to \$156,600 annually payable monthly.

Additionally, authorize the President and Athletics Director, with the assistance of the General Counsel, to negotiate and execute the final terms of the modified agreement to include additional or other modified terms and conditions customary and reasonable for agreements of this type.

Restrepo, Santiago, Head Coach, Women's Volleyball, Athletics Department, – that the employment agreement be modified effective July 1, 2015, with material changes to the terms of the employment agreement to include as follows:

- 1. Extend the term of the employment agreement to June 30, 2019.
- 2. Increase the current Base Salary from \$120,000 annually to \$127,000 annually, payable monthly.

Additionally, authorize the President and Athletics Director, with the assistance of the General Counsel, to negotiate and execute the final terms of the modified agreement to include additional or other modified terms and conditions customary and reasonable for agreements of this type.

Roddick, John, Head Coach, Men's Tennis, Athletics Department, – that the employment agreement be modified effective July 1, 2015, with material changes to the terms of the employment agreement to include as follows:

- 1. Extend the term of the employment agreement to June 30, 2020.
- 2. Increase the current Base Salary from \$125,000 annually to \$140,000 annually, payable monthly.

Additionally, authorize the President and Athletics Director, with the assistance of the General Counsel, to negotiate and execute the final terms of the modified agreement to include additional or other modified terms and conditions customary and reasonable for agreements of this type.

Schmidt, Jerry, Director of Sport Enhancement and Strength and Conditioning, Athletics Department, – that the employment agreement be modified effective June 1, 2015, with material changes to the terms of the employment agreement to include as follows:

- 1. Extend the term of the current employment agreement to May 31, 2016.
- 2. Increase the current Base Salary of \$243,000 annually to \$248,000 annually, payable monthly.

Additionally, authorize the President and Athletics Director, with the assistance of the General Counsel, to negotiate and execute the final terms of the modified agreement to include additional or other modified terms and conditions customary and reasonable for agreements of this type.

VanHootegem, James, Head Coach, Men's and Women's Track and Field and Cross Country, Athletics Department, – that the employment agreement be modified effective July 1, 2014, with material changes to the terms of the employment agreement to include as follows:

- 1. Extend the term of the employment agreement to June 30, 2019.
- 2. Increase the current Base Salary from \$153,000 annually to \$160,000 annually, payable monthly.

Additionally, authorize the President and Athletics Director, with the assistance of the General Counsel, to negotiate and execute the final terms of the modified agreement to include additional or other modified terms and conditions customary and reasonable for agreements of this type.

Williams, Mark, Head, Men's Gymnastics, Athletics Department, – that the employment agreement be modified effective July 1, 2015, with material changes to the terms of the employment agreement to include as follows:

1. Extend the term of the employment agreement to June 30, 2021.

Additionally, authorize the President and Athletics Director, with the assistance of the General Counsel, to negotiate and execute the final terms of the modified agreement to include additional or other modified terms and conditions customary and reasonable for agreements of this type.

There being no further business, the meeting adjourned at 12:05 p.m.

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



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THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA oversees The University of Oklahoma, Cameron University, and Rogers State University and is charged by the statutes of the State of Oklahoma with the government of Rogers State University. Nothing in this Code shall be construed to prevent the Regents from establishing or amending rules or procedures in order to fulfill such responsibilities.

TITLE 1 SHORT TITLE

These rules shall be known as the Rogers State University Student Code and shall apply to individual students, student groups, and organizations.

TITLE 2 STUDENT RIGHTS AND RESPONSIBILITIES

Students of Rogers State University are guaranteed certain rights by the Constitutions of the United States and the State of Oklahoma. Those documents are controlling and the Rogers State University Student Government Association. In recognition any questions of student rights must be decided on the language contained in those rights and in keeping with the values underlying them, the University respects documents. Among other rights, the following student rights: apply:

- 1. To pursue an education as long as University's applicable academic standards, policies, and laws are followed;
- 2. To certain procedural due process, including notice and an opportunity to be heard, upon being deprived of a right;

To request appropriate action from the administration for any

- 1 A student has the right to be considered for membership in any student organization or group open to all students without regard to race, color, place of national origin, religious creed, political belief, gender or disability.
- 2 A student has the right to petition the government for redress of grievances.
- 3 A student has the right to judicial due process, including a speedy trial, confrontation of plaintiff or his witness, presumption of innocence, protection against cruel punishment, and appeal.
- 4 A student has the right to bring suit within the regular judiciary structure for any alleged violation of rights guaranteed by this Code; these student regulations.

To

5 A student has the right to establish and/or disseminate publications free from any censorship or other official action controlling editorial policy or content, in accordance with applicable regulations and University policy; on content.

To

- 6 A student has the right to invite and hear any speaker person of his/her choice on any topic of his/her choice—subject, in accordance with applicable to regulations of this Code.
- 7 A student has the right to form, join, and University policy; participate in any organization for any lawful purpose.

To

8 A student has the right to use campus facilities, in accordance with applicable subject to uniform regulations and University policy; governing the facilities.

To peaceably assemble

9 A student has the right of assembly to demonstrate, inform, or protest, in accordance with applicable regulations provided, however, that the University has the right to regulate the time and place of such demonstrations and the normal workings of the University policy; are not disrupted.

To

10 A student has the right to be secure in his/her personal possessions, and against invasion of privacy and unreasonable search and seizure;

The above provisions are general restatements of the rights of all citizens and do not create additional or special rights beyond those afforded by the constitutions and laws of the United States and the State of Oklahoma.

Enrollment in the University creates special obligations beyond those attendants upon membership in the general society. In addition to the requirement of compliance with general law, the student assumes the obligation to comply with all University policies and campus regulations.

TITLE 3 RIGHT OF PRIVACY

1 Students have the same rights of privacy as any other citizens and surrender none of these rights by becoming members of the academic community. These rights of privacy extend to residence hall—living.

When the University seeks access to a student's room in a residence hall to determine compliance with provisions of applicable multiple dwelling unit laws or for improvement or repairs, the University will attempt to shall in all cases give as early as practicable advance notice to the occupant. There may be eEntry without notice is permitted in emergencies or where immediate danger to life, safety, health or property is reasonably feared or during fire drills.

<u>Limited iInspections</u> of residence hall rooms may be performed to determine compliance with regulations concerning the use of institutional property, provided the institution gives advance notice as early as practicable to the occupant(s).

A search may not The University will not be conducted conduct a search of a student's room in a University housing unit to determine compliance with federal, state, or local criminal law or University regulations unless authorized by a valid authorization for search based upon probable cause to believe that a violation has occurred or is taking place. "Probable cause" exists where the body issuing the authorization for search has reasonably trustworthy information that would warrant a person of reasonable caution to believe that an offense has been or is being committed. The Vice President for Student Affairs/Dean of Students or his/her designee may issue such authorization for search as may be properly authorized by them as appropriate administrative officials. Nothing in this section shall be construed as an attempt to limit the ability of police officials to seek and secure search warrants from any court of competent jurisdiction.

- 3. To form, join and participate in any student organization or group without regard to race, color, national origin, sex, sexual orientation, gender identity, gender expression, genetic information, age (40 or older), religion, disability, political beliefs or status as a veteran. Provided, in accordance with Oklahoma state law, a religious student association may choose to limit its membership or leadership based on the sincerely held religious beliefs, observances, or practices of the group; and
- 4. Not be charged more than one for incident by University's Code of Conduct.

The above provisions are general restatements of the rights of all citizens and do not create additional or special rights beyond those afforded by the constitutions and laws of the United States and the State of Oklahoma.

Enrollment in the University creates special obligations beyond those attendant with membership in the general society. In addition to the requirement of compliance with general law, the student assumes the obligation to comply with all University policies and campus regulations.

TITLE 4 DEFINITIONS

When used in this Code...

- 1 The terms "University" and "RSU" mean Rogers State University, and collectively, those responsible for its control and operation.
- 2 The term "student" includes all persons taking courses at the University, both full-time and part-time.
- 3 The term "faculty" means any person hired by the University to conduct classroom activities. In certain situations, a person may be both "student" and "faculty." Determination of status in a particular situation shall be controlled by the surrounding facts.
- 4 The term "registered" used in conjunction with student organization refers to compliance with the registration process.
- 5 The term "publication" means any printed, written, typewritten, or duplicated material published or disseminated, whether by students or non-students, that consists of other than primary promotional or advertising content, though publications may contain some advertising.
- 6 The term "shall" is used in the imperative sense.
- 7 The term "may" is used in the permissive sense.
- 8 The term "public place" for the purpose of restricting distribution and solicitation shall be solely limited to designated common areas. Soldier's Field shall be considered a building.
- 9 The term "day" shall be limited to any day on which Rogers State University holds regularly scheduled class(es). "Regularly scheduled" shall include intersession (if any), the regular summer school period, and regularly scheduled final examination days.
- 10 All other terms have their natural meaning unless the context dictates otherwise.

TITLE 5 PROCEDURES FOR THE RELEASE OF STUDENT RECORDS AND INFORMATION

Information about students and former students gathered by Rogers State University gathers is of two types of information about current and former students: (1) directory, and (2) personally identifiable information.confidential. Any office gathering such information, and/or having custody of it, shall release it only in accordance with this policy.

When a student enters the University a university and furnishes data required for academic and personal records, there is an implicit and justifiable assumption of trust placed in the uUniversity as custodian of such information. This relationship continues with regard to any data subsequently generated during the student's enrollment.

While the University fully acknowledges the student's rights of privacy concerning this information, it also recognizes that certain information is part of the public record and may be released for legitimate purposes.

With these considerations in mind, Rogers State the University adopts the following policy concerning the release of information contained in student records:

- 1. Directory Information: This is information that routinely appears in student directories and alumni publications and may be freely released without the student's prior written consent. Upon written request by the student, this information will be treated as personally identifiable information confidential and released only with the student's written consent. Forms for withholding student "Directory Information" are available in the Office of Enrollment Management, second floor of Markham Hall. In accordance with the Family Educational Rights and Privacy Act of 1974, RSU the University identifies the following items as directory information:
 - 1. Academic classification
 - 2. Student's current name

- 3. Campus or local address
- 4. Campus or local telephone number
- 5. Academic major
- 6. Student's permanent address
- 7. Student's email address
- 8. Current enrollment (verify or deny only)
- 9. Dates of attendance at RSU
- 10. Degree(s) conferred, and date(s) of graduation
- 11. <u>Participation in officially recognized sports, including height and weight of members of athletic teams.</u>
- 12. The most recent previous educational institution attended by the student.
- 2. Confidential Personally Identifiable Information: This is all other information non-Directory

 Information contained in the student's educational record. It and can only be released only upon the written consent of the student, except with the following exceptions as noted below.

The University is permitted by defined in the Family Educational Rights and Privacy Act (FERPA) to disclose personally identifiable information from the education record without obtaining of 1974, as amended, which waive prior written student consent of the student in the following circumstances:

- a. <u>ToOther</u> school officials within the <u>uUniversity</u> who have legitimate educational interests. School Other school officials are defined as:
 - a person employed by the University in an administrative, supervisory, academic, research, or support staff position, including health and medical staff;
 - a person appointed to the Board of Regents;
 - a person employed by or under contract to the University to perform a special task, such as an attorney or auditor;
 - a person who is employed by the Campus Police; or
 - a student serving on an official committee such as a disciplinary or grievance committee, or who is assisting another school official in performing tasks.

A school official has a legitimate educational interest exists if a school official needs to review an education record to fulfill his or her professional responsibilities for the University including the official is:

- performing a task related to the student's education;
- performing a task related to the discipline of a student;
- providing a service or benefit relating to the student or student's family such as health care, counseling, job placement, or financial aid; or
- maintaining the safety and security of the campus.
- b. To Officials of other schools to which the student seeks to transfer.
- c. <u>To Tthe</u> Comptroller General of the United States, the HEW Secretary, the administrative head of an educational agency, or State educational authorities.
- d. In connection with a student's application for, or receipt of, financial aid.
- e. <u>To Sstate</u> and local officials or authorities to whom such information is specifically required to be reported under State statute adopted prior to November 17, 1974.
- f. <u>To Oorganizations</u> or educational agencies conducting legitimate research, provided no personally identifiable information about the student is made public.
- g. To Aaccrediting organizations.
- h. To Pparents or legal guardians of a dependent student upon proof of dependency as defined

- by the Internal Revenue Code of 1954. (Parents or legal guardians of international students are excluded.)
- i. To comply with a judicial order or lawfully issued subpoena provided that the educational agency or institution makes a reasonable effort to notify the student of the order or subpoena in advance of compliance.
- j. In connection with an emergency when such information is necessary to protect the health or safety of the student or other persons.
- k. To the public, the final The results of any disciplinary proceeding conducted by the University if the disciplinary hearing was related to an alleged crime of violence and if the student was found in violation of rules or policies regarding such crime. In such instances of disclosure, only the student, name, the violation committed, and sanction imposed will be disclosed. against an alleged perpetrator of a crime of violence to the alleged victim of that crime.
- 1. To 'Authorized representatives' of State and local educational authorities, the Secretary, the Attorney Genreal of the United States, and the Comptroller General of the United States, as may be necessary in connection with the audit, evaluation, or the enforcement of Federal legal requirements related to Federal or State supported education programs.
- m. To a victim of an alleged perpetrator of a crime of violence or non-forcible sex offense, the final results of the disciplinary proceeding, regardless of whether the University concluded a violation was committed, conducted by the University with respect to that alleged crime or offense.
- n. To parents of a student regarding the students violation of any Federal, State or local law, or of any rule or policy of the school, governing the use or possession of alcohol or a controlled dangerous substance if the school determines the student committed a disciplinary violation and the student is under the age of 21.
- o. The disclosure concerns sex offenders and other individuals required to register under section 7010 of the Violent Crime Control and law Enforcement Act of 1994 and Oklahoma Law.

Confidential information <u>may shall</u> be transferred to a third party <u>(University's agents, contractors or volunteers</u>, however, only on the condition that such party will not permit any other party to have access to the information without the written consent of the student.

Original credentials with which a student applies for admission or readmission to the Rogers State University become the property of the University, are assembled in a permanent student folder, and are made available only to those persons properly authorized to receive personally identifiable confidential information and then only in consultation with a professional staff member in the Office of Enrollment Management.

Although the permanent academic record is a cumulative record compiled by the student, the Registrar is the officer of the University charged with the responsibility of its accuracy and safekeeping. Accordingly, the student folder and the permanent cumulative academic record are not available to anyone for removal from the Registrar's assigned depository.

While the release of an official transcript is limited to the student, or any party to whom the student he/she has assigned permission to request it, the student may place a hold on the release of his/her own transcript to anyone without his/her specific permission by filing a request in writing with the Registrar.

More information concerning this policy may be obtained by contacting the Office of Enrollment

Management.

NOTIFICATION OF STUDENT RIGHTS TO PRIVACY UNDER FERPA

The Family Educational Rights and Privacy Act (FERPA) affords students certain rights with respect to their education records. They are:

(1) The right to inspect and review the student's education records within 45 days of the day the University receives a request for access.

Students A student should submit to the Registrar, written requests that identify the record(s) they wish he/she wishes to inspect. The Registrar will make arrangements for access and notify the student of the time and place where the records may be inspected. If the records are not maintained by the Registrar, the Registrar person to whom the request was submitted, that official shall advise the student of the correct official to whom the request should be addressed.

When a record contains information about more than one student, the student may inspect and review only the records that relate to him or her.

(2) The right to request the amendment of the student's education records that the student believes is inaccurate or misleading or otherwise in violation of the student's privacy rights under FERPA.

Students have the right to ask to have records corrected that they believe are inaccurate, misleading, or in violation of their privacy rights. Following are the procedures for the correction of records:

- 1. A student should contact the <u>University's Office</u> of Enrollment Management of Rogers State University to request the amendment of a record. The student should <u>clearly</u> identify the part of the record to be amended and specify why the student believes it is inaccurate, misleading, or in violation of his or her privacy rights.
- 2. If the University decides not to comply with the request, the University will notify the student of the decision and advise the student of his or her right to a hearing regarding the amendment to challenge the information believed to be inaccurate, misleading, or in violation of the student's privacy rights.
- 3. Upon request, the University will arrange for a hearing and notify the student reasonably in advance of the date, place, and time of the hearing.
- 4. The hearing will be conducted by a <u>University hearing officer who is a disinterested party; however, the hearing officer may be an official who has no direct interest in the outcome of the hearing. University. The student shall be afforded a full and fair opportunity to present evidence relevant to the issues raised in the original request to amend the student's education records. One or more individuals may advise assist the student, including an attorney retained at the student's own his or her expense. The University may be represented by University Legal Counsel.</u>
- 5. The <u>Hearing Office University</u> will prepare a written decision based solely on the evidence presented at the hearing. The decision will include a summary of the evidence presented and the reasons for the decision.
- 6. If the University decides that the information in the student's record is inaccurate, misleading, or in violation of the student's right of privacy, it will amend the record and notify the student, in writing, that the record has been amended.
- 7. If the University decides that the challenged information is <u>accurate</u>, not <u>inaccurate</u>, misleading, or in violation of the student's right of privacy, it will notify the student that he or she has a right to place in the record a statement commenting on the challenged information and/or a statement setting forth reasons for disagreeing with the decision <u>that any such statements will be maintained</u> as part of the record as long as the contested record is maintained; and that the record, when disclosed, will include the students statement.

The statement from the student will be maintained as a part of the student's education records as long as the contested portion is maintained. If the University discloses the contested portion of the record, it must also disclose the student's statement.

(3) The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent.

<u>The University discloses education records One exception which permits disclosure</u> without <u>a student's prior written</u> consent <u>under the FERPA exception for disclosures</u> is <u>disclosure</u> to school officials with legitimate educational concerns as those terms are defined herein. <u>interests.</u>

(4) The right to file a complaint with the U.S. Department of Education concerning alleged failures by Rogers State the University to comply with the requirements of FERPA. The name and address of the office that administers FERPA compliance is:

Family Policy Compliance Office U.S. Department of Education 400 Maryland Ave, SW 600 Independence Avenue, SW Washington, DC 20202-59204605

LIMITATIONS ON RIGHT OF ACCESS

<u>Students are not permitted</u> <u>The University reserves the right to refuse to permit a student</u> to inspect the following records:

- 1. The financial statement of the student's parents or legal guardians.
- 2. Letters and statements of recommendation for which the student has waived his or her rights of access, or which were maintained before January 1, 1975.
- 3. Records related to an application to attend <u>the Rogers State</u> University or a component unit of the University if that application was denied.
- 4. Those records which are excluded from the FERPA definition of education records.
- 5. That portion of any education record containing information about another student.

REFUSAL TO PROVIDE COPIES

<u>The Rogers State</u> University reserves the right to deny students copies of their educational records, including transcripts, not required to be made available by the FERPA in the following situations:

- 1. The student has an unpaid financial obligation to the University.
- 2. There is an unresolved disciplinary action against the student.
- 3. The education record requested is an exam or set of standardized test questions.

FEES FOR COPIES OF RECORDS

Fees for transcripts and other copying charges are published by the Office of Enrollment Management.

RECORD OF REQUESTS FOR DISCLOSURE

The Office of the Registrar University maintains a record of all requests for and/or disclosure of information from a student's education record. The record indicates the name of the party making the request, any additional party to whom the University knows it may be disclosed, and the legitimate interest the party had in requesting or obtaining the information. The eligible student may review the

record. Students The student may sign a release authorizing another party to have access to his or her educational record.

PARENTAL ACCESS TO STUDENT ACADEMIC RECORDS

Parents or legal guardians of a dependent student may have access to grades and other <u>personally</u> <u>identifiable confidential</u> academic information under guidelines provided in <u>FERPA.the Family</u> <u>Educational Rights and Privacy Act of 1974.</u> Access to this information is limited to parents or legal guardians who claim the student as an exemption on their federal tax return.

Requests for specific grade or other academic information can be addressed to the appropriate office maintaining that information. Each request must include a copy of the top portion of the parents' or legal guardians' most recent tax return showing the student, by name and social security number, listed as a dependent. Academic information can also be obtained by providing the Office of the Registrar appropriate office with written consent of the student.

TRANSCRIPTS

Official transcripts are released by the Office of Enrollment Management upon the written request of the student, except that the University reserves the right to withhold an official transcript for any student with financial indebtedness to the University or an unresolved disciplinary action.

TITLE 6 CAMPUS EXPRESSION FACILITY USE POLICY FOR REGISTERED ORGANIZATIONS AND INDIVIDUAL RSU STUDENTS

I. POLICY OVERVIEW

Rogers State University (University) strives to provide for the free exchange of ideas and opinions. To that end, registered student organizations (RSOs) and individuals currently enrolled in Rogers State University classes (Students) may use defined University facilities for their activities in accordance with the policies adopted by the Vice President for Student Affairs, coordinated by the Student Activities Coordinator and defined herein. The goals of the policies governing the use of University facilities by RSOs and students shall be to facilitate the orderly conduct of the educational process and to facilitate the regular, efficient, and consistent use of University Facilities.

The University is a large campus with many public, private, and limited access/use locatiosn, including public sidewalks, public lawns, specially landscaped lawns, traditional areas of free speech, administrative buildings, classroom facilities, athletic facilities, commercial facilities, leased facilities, music halls, theaters, and other facilities. Not all locations are available for use by RSOs/students at all times.

Nothing herein creates any contractual, constitutional or other legal rights on behalf of the students, RSOs or others regarding the use of University property/facilities. No traditional public forum is intended to be created by any policy contained herein. The University reserves the right to amend, modify, or delete any of the policies containted herein at any time and in its sole discretion.

- 1 Campus expression shall be understood to mean any communication of attitudes or opinions on any subject by any student by any means. Such expression shall not be limited, registered, restricted, or require any official approval with the following exceptions:
 - a. Where that form of expression might include individuals from outside the University Community.
 - b. Where the method of communication might violate this Title of the Student Code.
 - c. Any form of political activity will be subject to the provisions of the Student Code.

- 2 Discussion and expression of all lawful views is permitted within the University in public places subject to requirements for the maintenance of order, and to applicable state, federal, and local laws. The University retains the right to assure the safety of individuals, the protection of property, and the continuity of the educational process.
- 3 Orderly picketing and other forms of peaceful expression are permitted in public places on University premises so long as there is neither interference with ingress or egress at University facilities, interruption of classes, damage to property, or disruption of the operation of the University, nor blocking vehicular or pedestrian traffic, unless such traffic is diverted by previous arrangement with the Campus Police.
- 4 All outdoor activities where individuals or groups plan to use a public address system or equipment—such as tables, booths, or vehicles, must be scheduled with the Office of Student-Affairs and must—follow the policies applicable to use of University facilities.
- 5 The University shall assume initial responsibility for maintaining order by using its internal enforcement agencies although the University recognizes that city, county, and state enforcement bodies are available.

II. REQUESTING OUTDOOR LOCATIONS

A. Public Areas for RSOs/Students

There are several public areas located on the University campus that are open to students and RSOs for free speech, protests, leafleting, etc. and require no reservation or notice (unless use also includes the placement of tbales, booths, structures, large displays, vehicles, sound, audio, or PA systems, or when assistance is needed from the University, in which case reservations as noted in Paragraph B below are required). Although not required, Student Affairs requests that RSOs/individual students notify the University of the use of such locations to ensure the space an accommodate such request, to ensure that no disturbance of the University's educational mission occurs, to ensure it is not in conflict with other prior requests for the area, and so that the University can assist in reservihng the requested location. Notifications may be made by calling Student Affairs: 918-343-7579 or by email addressed to: studentaffairs@rsu.edu.

The public areas for use by RSOs/Students include all sidewalks,, and the following areas:

- Claremore Campus: Lawn to the west of the Centennial Center
- Claremore Campus: Lawn between Chapman Dining Hall and the University Village Club House
- Claremore Campus: Lawn between Bushyhead Fieldhouse and the Will Rogers
 Auditorium
- Bartlesville Campus: Outdoor congregating areas do not currently exist on this campus
- Pryor Campus: Lawn between the circle drive and highway 69A

Reservations are required to use other outdoor areas of campus not specifically identified above. All of the above areas may be used on a first-come, first-serve basis unless another RSO/student has specifically reserved the space. RSOs/Students cannot reserve these locations through place holders except by providing the University with advance notice. Provided, however, where 72 hours advance notice has been given and approved for items noted in Subsection IV B below, such use shall be given priority where feasible.

Under no circumstances shall an event, speech, protest, etc. in these areas interfere with the space already reserved for another event; disrupt University operations, including classes; impede ingress/egress of sidewalks, roadways, or any building; create a clear and present danger to the public; be unlawful in anyway; or disrupt another student or individual's right to expression.

B. 3-Day Notice Requirement for the Use of the Above Locations

Should an RSO/student desire to utilize any structure, large display, vehicle, table, equipment, booth, sound or audio systems, or in instances where there is need of University assistance, Student Affairs (who will promptly notify the Physical Plant) must be notified three (3) business days in advance of such use to ensure the space can accommodate such request, to ensure that no disturbance of the University's educational mission occurs, and to ensure it is not in conflict with other prior requests for the area. If the requesting person/group does not commence utilizing the space within 30 minutes of its requested time, the person/group will have forfeited its reservation. Not all requested accommodations from the University (lighting, tents, etc.) can be provided within three (3) business days. Accordingly, the University requests reservations needing accommodations from the University provide at least two weeks' notice.

C. General Rules

- 1. When requests by RSO/students for the use of outdoor University facilities must be submitted as noted above, they are submitted to Student Affairs for scheduling. To reserve those outdoor University facilities requiring a reservation, RSOs/students must complete an Event Registration Form available at http://www.rsu.edu/student-organizations/docs/EventRegistrationForm.docx and submit it to Student Affairs a minimum of three (3) working days in advance of the date requested.
- 2. Requesting RSOs/students must be in good standing with the University and fully comply with policies governing use of University facilities. RSOs/students failing to abide by this policy may have outdoor use privileges suspended.
- 3. Generally, RSOs and individual students may request to reserve only one outdoor location on any day. The Student Activities Coordinators may grant exceptions provided justification for the extension is submitted along with the request. Such decision shall be guided by the need for the outdoor areas by other RSOs, students and others, the availability of other locations, the costs associated with providing other locations, and the actual need, as opposed to speculative need, identified by the RSO or student (e.g. RSO or student attempting to reserve space not necessary to further their use by merely to prevent others from utilizing the facility).

III. REQUESTING CLASSROOM OR INDOOR FACILITIES BY REGISTERED STUDENT ORGANIZATIONS

- A. Because the mission of Rogers State University is to teach and promote academic excellence, the educational purpose of the University must be maintained at all times. To avoid conflict with the teaching goals of the University, the following policies must be followed when using classrooms or indoor facilities:
 - 1. Buildings on the academic campus are primarily for academic purposes (i.e. scheduled classes, departmental programs) and such use takes priority over any other type of use.
 - 2. Programs sponsored by branches of the Rogers State University Student Government

- Association (SGA), which include the SGA Executive Branch, SGA Student Congress, and Campus Activities Team (CAT), have first priority followed by programs sponsored by RSOs and then individual student use.
- 3. Classroom space and some indoor facilities may not be available for use by RSOs and individual students during the first three weeks of each academic semester in order to accommodate necessary academic class adjustments.
- 4. Classroom and indoor facility space with a capacity of 100 or more is at a premium at the University. The multi-functional uses of these spaces classes, films, speakers, etc. result in a high demand for reservations by University departments and RSOs. To ensure equitable accessibility, RSOs and individuals may reserve these classrooms one time only during any given week.
- 5. To avoid reservation conflicts between RSOs and official University programs, reservation requests by RSOs must be made two weeks in advance and will be considered tentative until five (5) days before the date requested. It is the responsibility of the RSO to confirm the reservation, and reservations are on a first-come, first-served basis.
- 6. <u>Conferences</u>, statewide or regional meetings, or similar events will normally be scheduled in <u>University facilities designed for that purpose</u>. However, these events may be scheduled by RSOs in academic buildings if the *Rules Governing Facility Use* (VII of this policy) are met.
- 7. <u>Unless authorized by Student Affairs, RSOs and invididual students may not sue classrooms</u> or other indoor facilities after 10 p.m. for security reasons.
- B. In addition to the Event Registration Form, requests by RSOs for the use of University classroom and indoor facilities must be submitted to the appropriate Building Warden (see Appendix A). Building Wardens may be contacted by phone, email, or in person, but ultimately written confirmation of reservation must be submitted to Student Affairs as an attachment to the Event Registration Form. The Student Activities Coordinator will contact the reserving party once all appropriate approvals are received, which includes Building Warden and Physical Plant approval. The requesting organization must be in good standing with the University and fully comply with policies governing use of University facilities. RSOs failing to abide by this policy may have classroom use privileges suspended. The Student Activities Coordinator processes these requests.
- C. Scheduling of University facilities for RSO use will be made for only the current semester or session. Each request must be submitted and processed separately. Facilities generally may be scheduled for a period of up to four (4) hours. The Student Activities Coordinator may grant exceptions provided justification for the extension is submitted along with the request, identifying why additional time is needed for the event. The Student Activities Coordinator may consult with Vice President for Student Affairs or other appropriate University personnel to determine whether extended time shall be given. Assuming there are no conflicts regarding the use of the requested facility, and assuming no actual disruption of the educational mission of the University or its daily operations is likely to occur because of the extension, most extensions will be granted. Requests for use of facilities for periods longer than four hours may require that the RSO provide additional security as defined in Section V, and additional facility use fees or other criteria as determined by the Student Activities Coordinator in light of the needs of the event, the costs associated with the requested facility and the likelihood of actual disruption caused by the event. Review and approval by the Physical Plant will be facilitated by the Student Activities Coordinator, as after-hours events typically require adjustments be made to the HVAC systems as well as possible schedule adjustments for custodial services, etc.
- D. The University does not charge a facility use fee for classroom or indoor facility use to RSOs or for University sponsored events where only the University community is invited. However, a reasonable fee may be charged for costs associated with opening and maintaining the facility for

- the event as well as any clean-up charges associated with use of the facility. For events in the Centennial Center and Chapman Dining Hall, Sodexo will, at its discretion, charge a reasonable set up fee for tables, chair arrangements, etc.
- E. Arrangements and payment for electricity, trash receptacles, and/or any equipment such as platforms, chairs, microphones, etc., must be made directly with Physical Plant for all campus facilities except the Centennial Center and Chapman Dining Hall, which are coordinated through Sodexo. RSOs using SGA funds must obtain a purchase order before charging anything to a SGA account.

IV. REQUESTING FACILITIES ON ATHLETIC EVENT DAYS OR MAJOR CAMPUS EVENT DAYS

- A. The University hosts numerous athletic and other major campus events. These events attract large crowds. Use of facilities and outdoor property may be limited or restricted on the days of these events depending on the anticipated number of people in attendance, the location of the facility and the location of the athletic or other major campus event.
- B. The Executive Assistant to the Athletic Director coordinates all requests for events on athletic event days with the Athletic Department.
- C. Facilities where athletic and other major campus events occur may not be available for use before, during, and after those events.
- D. To ensure the safety of attendees and to ensure there is no impediment of ingress and egress to the facility, no picketing, leafleting, handbilling, peddling or other displays shall be permitted within 300-feet of the facility hosting the event on the day of such an event. Provided, however, such activities by RSOs/students are permitted on all remaining public areas and public sidewalks, as defined in Article VII (A) below. RSOs and students must ensure these activities do not disturb the educational mission of the University or its daily operations and must not impede individuals' abilities for ingress and egress.

V. SECURITY

The University wants to provide a safe and secure environment for its community. The University realizes that there are individuals who criminally prey on those attending special events, become involved in affrays, and otherwise disturb events, causing injury, or the defacement of property. During all special events, the following minimum standards will apply:

- A. The Director of the RSU Police Department (RSUPD), or his/her designee, shall have the final decision- making capability and will decide how many police officers will be present, if any, and how many security personnel will be present, if any, after being properly advised as to the facts surrounding the event and the likelihood of potential disruptions or security threats, based on the history of the event in other areas, room size, value of the property, number of entry and exit points, daytime/nighttime use, estimated crowd size, and the nature of the area hosting the event.
- B. The Student Activities Coordinator, in conjunction with the RSUPD Director, or his/her designee, shall review security requirements for all events scheduled outdoors or in classroom facilities. When the RSUPD Director determines that additional security beyond that normally provided is necessary, the Student Activities Coordinator shall so inform the RSO/student. The RSO/student shall be responsible for the cost of additional security. If an event requires reserved parking, it should be noted on the Event Registration Form so the Student Activities Coordinator and RSUPD Director can make necessary arrangements as practicable.

VI. FACILITY DEPOSIT CHARGES AND DAMAGE RECOVERY

A. Classroom and Other Facilities

The University does not charge a facility use fee for classroom or indoor facility use to RSOs or for University sponsored events where only the University community is invited. However, to ensure continued use of University facilities, including those scheduled and serviced by Sodexo, by RSOs and individual students, it is important that the facility be left clean and as found prior to use. Therefore, RSOs and individual students may be charged for costs associated with opening and maintaining the facility for the event as well as any clean-up charges associated with use of the facility.

If an RSO or individual student sponsors an event where the public-at-large is invited, the University may charge a standard fee for facility use. Fees are charged depending on the timing of the event, the nature of the event, the nature of the facility, the length of the event, costs associated with opening and maintaining the facility for the event as well as any clean-up charges associated with use of the facility.

B. Other Facilities

Facilities may have cancellation policies and damage policies specific to the facility. RSOs and individual students are advised to be fully knowledgeable of those policies at the time of reservation.

C. Damages

RSOs/students shall be responsible for any cost to clean or repair damage. Damages will be deducted from the RSO's student organization account and/or appropriated SGA funds for the event, or charged to the individual student's account. Payment will be required before any other University facilities may be used by the individual student or the RSO or its individual officers.

VII. RULES GOVERNING FACILITY USE

- A. <u>Use of University facilities may not disturb or disrupt the continuity of the educational process and must be otherwise consistent with the educational mission of the University and should typically be scheduled between the hours of 7 a.m. and 10 p.m., Sunday through Saturday, unless authorized by the Student Activities Coordinator.</u>
- B. <u>Unless otherwise permitted (e.g. fundraising for student organizations, University-related vendor/licensing arrangements)</u>, <u>University facilities or properties may not be used for personal profit or gain.</u> Advertising encouraging students at the University to purchase reports and/or research material done by others requiring the reader to send money to obtain further information on the product is not acceptable.
- C. Attendance must not exceed the capacity of the facility requested
- D. The physical characteristics of the facility requested must be appropriate for the activities planned.
- E. No weapons are permitted on campus, including swords.

- F. The facility request must comply with all requirements of this policy and other applicable regulations and policies.
- G. Permission to host a concert or operate a sound truck or a public address system at any time on the University campus or adjacent streets must be secured from the Student Activities Coordinator in accordance with Section II above.
 - 1. The use of loudspeakers near academic buildings and student campus residences is prohibited from 7:30 a.m. to 5 p.m., Monday through Friday and 8 a.m. to noon Saturday and Sunday, except as authorized by the Student Activities Coordinator who may consult with the Director of Residential Life, Vice President for Academic Affairs, and/or Vice President for Student Affairs to make a determination, and except during Residential Life quiet hours (10 p.m. to 10 a.m.) and as prohibited by City of Claremore ordinance.
 - 2. No bands or loud music are allowed in classrooms at any time.
 - 3. Noise levels must be kept to a minimum during any organization meeting, rehearsal, or performance taking place in academic facilities. RSOs are expected to remember that classes and other meetings may be taking place around them. If complaints are received, the RSO's privileges to use academic facilities may be suspended.
- H. Any RSO or individual RSO's officers or individual students misusing University facilities are subject to being charged under the provisions of the Code of Student Conduct. Complaints of misuse will be forwarded to the Office of Student Development. Misuse includes, but is not limited to, use of reservable University facilities without filling out the online reservation, failing to notify Student Activities Coordinator where required, failing to receive permission for such use, disrupting the educational process, or damaging the facility.
- I. RSOs and RSO officers and advisers will be responsible for organization's activities and conduct during an event, and the prompt payment of expenses incurred. The individual applying for or reserving the facilities must be present throughout the event. If the individual applying for or reserving the facilities is not present, the University will consider this "fronting" as defined herein and will order the event to cease.
- **J.** Facilities should be left clean and as found prior to use, subject to inspection by University staff.
- K. There may be times when the high legal risk of damage to persons or property exists, the RSO and its individual officers and individual students reserving facilities may be asked to agree to indemnify, defend and hold the University, its officers, employees, agents, current and former Regents harmless from any and all claims arising out of the RSO's or the individual student's use of University facilities, including but not limited to any claims of personal injury, strict liability, products liability, environmental claims or negligence.
- L. Decorations shall not include items that cannot be easily removed after an event without damage.
- M. Events where minors (under the age of 18) may be in attendance are required to have adult supervision at all times and must comply with the University's Minors on Campus Policy.
- N. The University prohibits the unlawful possession, use, manufacture, or distribution of alcohol and other drugs by students and employees on university owned or controlled premises, as a part of any university sponsored activities, or in the work place. The consumption or distribution of alcoholic beverages is governed by the following policies: "Policy On Alcohol & Substance Abuse" (Student Code), "Prevention of Alcohol Abuse and Drug Use on Campus and in the Workplace" (Employee Policies & Procedures), and "Prevention of Alcohol Abuse and Drug Use on Campus and in the Workplace" (OU Board of Regents Policy Manual).

O. Facility Use for Political Activity by RSOs

Rogers State University is committed to protecting free speech rights of its students, faculty and staff. Assuming responsibility for the use of University facilities includes protecting the rights of speakers to be heard, the rights of the University community to hear speakers, and the reputation of the University as a center for free speech and scholarly inquiry. However, such speech and advocacy may be exercised in the University facilities at such times and places and in such manner as to ensure orderly conduct, the least possible interference with University responsibilities as an educational institution, protection of the rights of individuals in the use of University facilities and reasonable protection of persons against practices that would make them involuntary audiences. Political campus organizations shall have access to University facilities on the same basis as all other campus organizations in keeping with the rights of all members of the campus community to express political views. All political organizations are to be assessed the usual costs for the use of these facilities. A policy of nonpartisanship and neutrality will govern the University at all times in its relationship with elected officials or persons campaigning for public office.

- 1. Political RSOs may be provided facilities on the same terms as other (non-political) RSOs for campus-related (non-political) activities. If the public at-large is invited to an RSO political event, (as opposed to only the University community being invited), the RSO will not be charged the standard facility rate charged to the public for such use. Such events are not considered "fronting" as defined herein. Standard fee schedules for RSOs as well as those fees charged to the general public may be requested of any venue.
- 2. Except as provided herein, RSOs may not use University facilities to promote or to oppose the campaign of a candidate for public office.
- 3. There may be no fundraising during the RSO political event.

VIII. PUBLICITY

- A. Advertising must not begin until reservation, if required, of the facility has been confirmed. All advertising, promotional or informational materials using the University's trademarks, logos and tradenames must be submitted to the Student Activities Coordinator before distribution, as the Public Relations department must approve all such usage. All advertising, promotional or informational material designed for display on any surface is restricted to permanent bulletin boards inside or outside University buildings unless there is prior approval by the Student Activities Coordinator. Signage such as banners, directional signs, and anything not displayed on bulletin boards must, in addition to being approved by the Student Activities Coordinator, be installed by the Physical Plant upon consultation regarding placement.
- B. Using chalk to write on concrete sidewalks is allowed. All chalking must be approved by the Student Activities Coordinator prior to its use. The name and phone number of the responsible party should be submitted with the message. Chalking can be done 72 hours prior to an event and should be removed within 72 hours after the function. Consult the Student Organization Handbook for additional stipulations.
- C. All posters, flyers, and other printed materials to be placed on University bulletin boards or offered for free distribution must either appear in English, or the poster, flyer or other printed materials must be provided to Student Activities Coordinator, along with English translations signed and certified as accurate by a student organization officer, prior to distribution.
- D. All printed materials that announce an event or program, including invitations, news releases, fliers and newsletters, must include information to offer accommodations. An appropriate phrase to offer accommodations is: "Accommodations on the basis of a disability are available by contacting (name, address, phone) by (date)."

- E. RSOs and individual students shall not imply, infer, or otherwise state that the views it expresses are those of the University.
- F. To ensure the campus remains litter free, RSOs or individual students engaged in excessive leafleting, pamphleting, posting flyers, etc. may be asked to clean up the materials handed out or posted after activity has concluded. RSOs or students failing to do so may be charged for cleanup costs or issued a citation for littering.

IX. SOLICITATION

- A. Solicitation shall be prohibited on campus except for solicitation by RSOs or branches of the SGA, which may occur in conjunction with regular student activities and campus events with the approval of the Student Activities Coordinator, or where in conjunction with vendor or licensing agreements with the University.
- B. Fronting is strictly prohibited.

C. Fronting

- 1. "Fronting" is defined as permitting a non-University individual or organization to use University space/facilities and services under the guise that the activity is a University-sponsored program in order to avoid payment. Fronting is prohibited by University policy.
- 2. Non-University individuals/organizations are required to request use of University space through Sodexo or individual Building Wardens (see Appendix A) and pay for use of space and services in accordance with current policy and fee schedules. Any sponsoring University individual or organization that reserves space for the purpose of allowing non-University groups or vendors to advertise, hold meetings, and/or sell items without the express understanding and permission of the Student Activities Coordinator is participating in fronting for the organization.
- 3. <u>Violation of this policy by an individual student or RSO may result in student misconduct charges.</u>

X. INDIVIDUAL STUDENT USE OF FACILITIES

- A. Individual students requesting use of University facilities to demonstrate, inform, or protest should contact Student Affairs for a current list of locations. Some locations are open for demonstration without reservation as noted above; others may require advance notice or reservation depending upon the location or the use of the area as noted herein.
- B. <u>Individual students are not permitted to use University facilities for political campaigning, solicitation or fundraising except as provided for in this policy.</u>
- C. <u>Individual students requesting use of University facilities must comply with the regulations defined in this policy for RSOs.</u>

XI. APPEALS PROCESS

Should an application for use of a University facility be denied in any fashion, applicants may seek an appeal by submitting the Student Complaint/Grievance Reporting Form to the Vice President for Student Affairs or other executive officer responsible for the facility within 72 hours of the denial. A determination shall be made by that executive officer, or his/her designee, within 24 hours before the event. The decision of the executive officer, or his/her designee, shall be final and binding.

TITLE 7 PUBLICATIONS

- 1 Prior to dissemination, publications by students or student organizations shall register with the Vice President for Student Affairs/Dean of Students or his/her designee the name of the publication, its place of publication, name(s) of its principal agent(s) and, if sold, the price per issue or other rate established; provided, however, that this section shall not apply to publications containing the above information in each issue for the purpose of recording.
- 2 All publications disseminated on or broadcast from the campus shall conform to the applicable regulations of the Federal Communications Commission and/or to applicable laws. The University shall not by previous restraint forbid the distribution of a publication, but the publishers will be legally responsible for the contents of their publications.
- 3 All communications using, either explicitly or implicitly, the name of the University or any of its divisions shall explicitly state on the editorial page or in the broadcast that the opinions expressed are not necessarily those of the University or its student body.

TITLE 8 DISTRIBUTION OF INFORMATION, SOLICITATION, PROSELYTISM

- 1 Distribution of free literature which does not occur in conjunction with solicitation shall be permitted—in such public places as specified by the Vice President for Student Affairs/Dean of Students or—his/her designee. It is the responsibility of the individual or organization to rid the campus of debris—caused by the distribution of such materials.
- 2 Solicitation shall be prohibited on campus except:
 - .1 Solicitation by registered student organizations or branches of the Student Government Association (SGA) which occurs in conjunction with regular student activities and campus—events with the approval of the Office of Student Affairs.
 - (a) Student organizations as branches of SGA shall follow basic University policies for revenue producing activities.
 - (b) All student organization funds must be deposited in the appropriate account daily, upon receipt, in accordance with state laws.
 - .2 Solicitation by academic departments in conjunction with regular departmental activities and campus events with the approval of the Vice President for Academic Affairs and notification to Student Affairs. Solicitation by other University departments in conjunction with regular departmental activities and campus events with the approval of the Vice President for Student Affairs/Dean of Students or his/her designee.
 - .3 Commercial groups or individuals wishing to solicit on campus shall contact the Office of Student Affairs for approval.
 - .4 Areas for solicitation by students and student organizations, by commercial groups or individuals, or by academic departments or individuals must be approved by the Vice President for Student Affairs/Dean of Students of Students or his/her designated representative.
- 3 All advertising, promotional, or informational material designed for display on any surface is restricted to permanent bulletin boards inside or outside University buildings unless there is prior approval by the Office of Student Affairs.
- 4 Permission to operate a soundtrack or a public address system at any time on the University campus must be secured from the Office of Student Affairs. The use of loudspeakers on the University campus and near student residences is prohibited from 7:30 am to 3:00 pm, Monday through Friday and 8:00 am to noon Saturday, except as authorized by the Office of Student Affairs.
- 5 Door-to-Door proselytizing in University approved or operated housing is prohibited during established quiet hours and during those hours when visiting is not permitted.
- 6 Any person distributing or soliciting on campus except as provided by this Article is liable to prosecution.

7 University facilities or properties may not be used for personal profit.

TITLE 9 CAMPUS POLICE DEPARTMENT

Rogers State University Campus Police are commissioned peace officers who meet the standards of the Oklahoma Council for Law Enforcement Education and Training (CLEET). RSU officers have the power to arrest or issue citations to any person violating the law on University property. RSU cooperates with local police agencies in the exercise of their responsibilities. It is RSU's practice to encourage accurate and prompt reporting of all crimes. The Office of Campus Police is located at the west entrance of Post Hall. Any student, faculty member or employee of the University may report problems and other emergencies on campus by dialing 343-7624. Rogers State University Campus Police have developed policies and regulations for the safety and convenience of everyone on the University campus.

Rogers State University Campus Police should be notified immediately of any emergency on campus. This includes such emergencies as medical and fire. Officers can help assist in notifying the proper authorities, if necessary. In case of inclement weather or a fire, faculty will advise students as to where to proceed.

No student shall possess any firearm, including a licensed concealed handgun, on the premises of the University.

Protections of Rogers State University facilities are through a number of mechanisms, including: the limitations on the hours of operation, policies on keys, restriction of access to individuals not bearing appropriate identification, and the provision of adequate lighting. Campus Police perform building checks and secure all university buildings. Normally, buildings are closed by 11:00 PM. Authorized students may be in a building after hours, if under the direct supervision of or written permission from an authorized faculty or staff employee.

Crime prevention and safety presentations may be available by the Campus Police Officers, upon request, to residence halls and the campus community. Presentations are made by student organizations that sponsor speakers or panel discussions on topics related to safety and security. These topics include the role and services of the Campus Police, crime prevention, community policing strategy, alcohol awareness, date rape and sexual assault prevention, domestic abuse, and illegal drugs.

Emergency Phone Numbers:

Ambulance: 911 Claremore Police: 911 Fire: 911 Campus Police: 343-7624

The Campus Police and the Office of Student Affairs will help locate students to deliver an emergency message. The Campus Police serve as the main lost and found collection point on campus. They will also assist students with reporting and filing a complaint in regard to harassment.

TITLE 10 VEHICLES AND PARKING

All vehicles on campus must be registered with the Campus Police for the current semester and must display a parking (hangtag) permit, obtained from the Office of Student Affairs in the Student Union or from the Office of Campus Police after the required parking fee payment has been made at the Office of the Bursar.

Student parking is permitted on all Rogers State University parking lots except designated visitor parking, handicapped (unless appropriate documentation is displayed) parking, and the residence hall parking lot. Only residents are allowed to park in the residence hall parking lot.

Temporary handicapped permits are available for medical reasons. These temporary permits are available from the Campus Police Office with a letter from a medical doctor certifying the type of injury and the amount of time needed.

All drivers on campus are required to observe the laws of the State of Oklahoma, the City of Claremore, and appropriate regulations found in this Code, which pertain to the operation and registration of vehicles. Drivers must obey and observe posted traffic signs, control signs, and directions by Campus Police Officers.

Pedestrians have the right-of-way at all times.

Rogers State University does not assume responsibility for any loss or damage to a vehicle (or its contents) parked or operated on University property. Accidents occurring on University property should be reported to the Campus Police.

The registered permit holder is responsible for the correct parking of the vehicle when it is on campus, regardless of who is driving it. University parking and traffic regulations apply to anyone driving a vehicle on campus.

Motorcycles and/or motorized bicycles must be driven on the roadways and follow the flow of motor vehicle traffic. Bicycles are not permitted on campus walks. All vehicles, including motorcycles and bicycles, must yield the right-of-way to pedestrians and must be parked clear of ramps, sidewalks, and building entrances.

Parking vehicles on University property, except for the residence hall parking lot, is prohibited between midnight and 6 a.m. Disabled vehicles should be reported immediately to the Campus Police. Special arrangements may be made with campus police to park a vehicle on University property overnight.

Individuals leaving the vehicle overnight must sign a Release of Liability form and let the Campus Police know when they expect to remove the vehicle. Abandoned vehicles left on University property more than twenty-four (24) hours without special arrangements may be towed.

Citations may be issued for violations of University policy or state or local laws. Such citations include:

Improper Parking - Use of designated handicapped space without permit, improper use of visitor

space, utilizing more than one space per vehicle, parking in a fire zone, etc.

Driving violations - As prescribed by municipal ordinances and state statutes.

Parking permits - Parking in a lot designated for use other than specified on the permit.

Appeal process for Rogers State University citations: A letter of appeal must be submitted to the Director of Campus Police, 1701 W. Will Rogers Blvd., Claremore, OK 74017.

The Campus Police must receive the appeal letter within 10 days of the date of the citation. The appeal letter must include the driver's name, driver ID number, and automobile tag number, copy of citation and address and telephone number where the director can reach the driver. The Director of Campus Police, or his/her designee, will stamp and date the letter when it arrives.

Note: A driver's right to an appeal may be forfeited if the appeal letter is not received by the Director within (10) days of the date of the citations, and a fine may be posted to the driver's account.

The Director of Campus Police has 10 days to review the citation and help resolve the appeal. If an agreement is not reached, the driver may appeal the citation to a Parking Appeals Committee. Note: The driver has the burden of proof rebutting the citation with clear and convincing evidence.

The Parking Appeals Committee will consist of one student and two staff members appointed by the Vice President for Business Affairs. When needed, the Parking Appeals Committee will meet the second Thursday of the month to consider all appeals submitted. The Committee will deny or approve the appeal, and a copy of the appeal and the disposition of the appeal will be sent to the driver. If the appeal is approved, the driver's account will be credited according to the terms set forth by the Committee.

Failure to pay the Office of the Bursar for citation fines will result in a hold on all future enrollments and transcripts until the charges are cleared.

TITLE 11 INDIVIDUALS WITH DISABILITIES

1 General Statement

Rogers State University is committed to the goal of achieving equal educational opportunity and full participation for students with disabilities. Consistent with the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, Rogers State University ensures that no "qualified individual with a disability" will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination on the basis of disability under any program or activity offered by Rogers State University.

- 2 Policy on Reasonable Accommodation
 - .1 Rogers State University will reasonably accommodate otherwise qualified individuals with a disability unless such accommodation would pose an undue hardship, or would result in a fundamental alteration in the nature of the service, program, or activity, or would cause undue financial or administrative burdens. The term reasonable accommodation is used in its general sense in this policy to apply to students.
 - .2 A student must self-identify as an individual with a disability and provide appropriate diagnostic information that substantiates the disability. The Office of Student Affairs then will assess the impact of the disability on the student's academic program and record the required academic accommodations in a memo to the student may give to appropriate faculty members. All diagnostic information is confidential. therefore, memos can be sent only at the student's request.
 - .3 Individuals who have complaints alleging discrimination based upon a disability may file them with the Employment and Benefits Office in accordance with prevailing University discrimination grievance procedures. Contact the Employment and Benefits Office or the Office of Student Affairs to obtain a complete copy of the University's Reasonable Accommodation policy.

TITLE 12 CODE OF ACADEMIC CONDUCT

1 General Provisions

.1 Basic Principle of Honesty

Honesty is a fundamental precept in all academic activities, and those privileged to be members of a university community have a special obligation to observe the highest standards of honesty and a right to expect the same standards of all others. Academic misconduct in any form is inimical to the purposes and functions of the University and therefore is unacceptable and rigorously proscribed.

.2 Definitions

- .1 Academic Misconduct. Any act which improperly affects the evaluation of a student's academic performance or achievement. The following terms illustrate but do not delimit or define academic misconduct:
 - a) Cheating: the use of unauthorized materials, methods, or information in any academic exercise, including improper collaboration;
 - b) Plagiarism: the representation of the words or ideas of another as one's own, including:
 - 1) direct quotation without both attribution and indication that the material is being directly quoted; e.g. quotation marks;
 - 2) paraphrase without attribution;
 - 3) paraphrase with or without attribution where the wording of the original remains substantially intact and is represented as the author's own;
 - 4) expression in one's own words, but without attribution, of ideas, arguments, lines of reasoning, facts, processes, or other products of the intellect where such material is learned from the work of another and is not part of the general fund of common academic knowledge;
 - c) Fabrication: the falsification or invention of any information or citation in an academic exercise;
 - d) Fraud: the falsification, forgery, or misrepresentation of academic work, including the resubmission of work performed for one class for credit in another class without the informed permission of the second instructor; or the falsification, forgery or misrepresentation of other academic records or documents, including admissions materials and transcripts; or the communication of false or misleading statements to obtain academic advantage or to avoid academic penalty;
 - e) Destruction, misappropriation, or unauthorized possession of University property or the property of another;
 - f) Bribery or intimidation;
 - g) Assisting others in any act proscribed by this Code; or
 - h) Attempting to engage in such acts.
- .2 Course Dean. The dean of the school in which the academic unit offering the course at issue is assigned.
- .3 Code. The Code of Academic Conduct of Rogers State University.
- .4 Date of Service.
 - a) When service is in person, the date the notice is actually delivered to the student, as noted on the return copy;
 - b) When service is by mail, the date determined as follows:
 - 1) if notice is "signed for," the date the notice was "signed for" as indicated on the return mail receipt; or
 - 2) if notice is not "signed for," the date of return to the Vice President for Academic Affairs of the mail receipt, unless notice was sent to an address other than that last provided by the student to the Office of Admissions and Records as his or her current address.
- .5 Instructor. The faculty member or other person primarily responsible for instructing a particular course.
- .6 Regular Class Day. Any day, Monday through Friday, on which the University holds regularly scheduled classes, or regularly scheduled final examinations, except for Intersession classes.
- .7 Student's Dean. The dean of the school to which the student has been admitted.
- .3 Responsibility for Knowing the Code
 - It is the responsibility of each instructor and each student to be familiar with the definitions, policies, and procedures concerning academic misconduct, and unfamiliarity with the Code shall not alter any rights or responsibilities provided herein.

2 Reporting Academic Misconduct

.1 Who May File

Any University administrative, faculty, or staff member may bring a complaint of academic misconduct by submitting a written report as provided hereafter. Students who identify an act of academic misconduct should report that act to an administrative, faculty, or staff member so that a complaint may be filed.

.2 Investigation of Misconduct

Before imposing a grade penalty or filing a complaint of academic misconduct, the faculty or staff member shall initiate a preliminary inquiry to determine whether misconduct has occurred. During the course of this inquiry, the faculty or staff member may discuss the matter with the student suspected of misconduct and with others who may have relevant information.

- .3 Action by Instructor: Admonition
 - .1 An Instructor may conclude that an incident that meets the definition of misconduct under Sec. 1.2.1 nevertheless merits an admonition rather than a disciplinary sanction as defined in Section 7 of this Code. In particular, an Instructor might conclude (but is not required to conclude) that the incident is more appropriately treated as an instructional rather than a disciplinary matter. When the Instructor concludes that an admonition is the more appropriate action, the Instructor may elect to reduce a student's grade and/or require additional, remedial academic work without first filing a charge of academic misconduct, subject to the following limitations and conditions:
 - a) The admonition option is intended for assignments and examinations that do not involve a semester-long activity and when the incident in question is not of an egregious nature. The instructor may not use the admonition option for an incident of misconduct on a final examination, a term paper, or term project;
 - b) An Instructor who elects to use the admonition option may impose no grade penalty greater than loss of all credit for the assignment; and,
 - c) An Instructor who elects to use the admonition option must do the following before imposing the grade reduction or other requirement:
 - 1) inform the student of the nature of and basis for the misconduct;
 - 2) give the student an opportunity to explain:
 - 3) admonish the student and explain the grade reduction or other requirement to be imposed;
 - 4) where appropriate, instruct the student to resolve any confusion the student may have had regarding what constitutes proper academic conduct; and
 - 5) inform the student how to appeal the decision. Notice of procedures for appeal shall be provided in writing; such notice shall be presumed adequate if provided in the course syllabus with a reference to the information published by the Vice President for Academic Affairs on the consequences of accepting the admonition and the procedures for appeal.
 - .2 Unless the Vice President for Academic Affairs imposes a disciplinary sanction as described below, a student who accepts an admonition and resulting grade penalty under this subsection shall not be deemed to have admitted guilt for an act of academic misconduct; provided, the record of
 - the admonition may be used in any subsequent academic misconduct proceeding, as appropriate, to establish the student's prior familiarity with the fundamental rules of academic integrity.
 - .3 The Instructor shall notify the Vice President for Academic Affairs of the admonition, ordinarily within fifteen regular class days of discovery. The Vice President for Academic Affairs shall forward notice of the admonition to the Course Dean and, the Student's Dean, ordinarily within fifteen class days of receipt of notice from the Instructor.
 - .4 In cases of repeated offenses or otherwise as appropriate, the Vice President for Academic Affairs may announce a disciplinary penalty as provided in Section 7. Prior to imposing such a sanction, the Vice President for Academic Affairs shall send notice to the student, ordinarily within fifteen

class days of receipt of notice from the Instructor, but in no case more than thirty regular class days after discovery of the incident. Notice of the Vice President for Academic Affair's intent to impose a sanction shall be treated as a "complaint" for purposes of notice and hearing as provided in Sections 3 and 4 of this Code, and the disciplinary sanction shall not be imposed until the student is permitted the opportunity to respond as provided in Sections 4 and 5 of this Code.

- .5 The student may contest the admonition by contacting the Vice President for Academic Affairs within fifteen regular class days from the date of the Instructor's notice to the student and scheduling a meeting as provided below in Section 3. Provided, where the Vice President for Academic Affairs announces a disciplinary sanction, the student may contest the complaint and any fact alleged therein by contacting the Vice President for Academic Affairs within fifteen regular class days of receiving notice of the proposed disciplinary sanction, notwithstanding the student's prior acceptance of the admonition. If the admonition or complaint is contested, the student retains all rights afforded under this Code to any student against whom a complaint is filed, including without limitation the right to representation, hearing, appeal, and the assignment of a neutral grade while the matter is pending.
- .4 Notice to the Vice President for Academic Affairs

All complaints shall be made in writing, ordinarily within fifteen regular class days of discovery, to the Vice President for Academic Affairs. This written complaint must contain the following information, and may be more specific than what was provided in Section 2.3.3. Complaints shall include the name of the student, the class in which the misconduct occurred if applicable, and the date on which the incident was discovered, a brief description of the incident, and the grade penalty to be imposed if applicable.

3 Notice to the Student

.1 Notifying the Student

Ordinarily within fifteen regular class days of receipt from the complaining party, but in no event more than thirty regular class days from discovery of the incident, the Vice President for Academic Affairs shall notify the student of the complaint in writing, which shall be served on the student in person or by mail.

.1 Contents of Notice

The notice shall include a summary of the allegations, notification of the mandatory meeting described in Section 4.1, and a description of the student's right

- a) to a hearing with adequate notice; and
- b) to have counsel by an attorney at the student's expense;
- c) to refrain from further discussing the matter or from making any further statement regarding the matter.

.2 Receipt of Notice by Mail

When service is by mail, the Vice President for Academic Affairs shall enclose the notice of charges in an envelope, postage prepaid, and mail the letter by certified mail, return receipt requested, to the student at the student's permanent or local address (as appropriate) on file in the Office of Enrollment Management. When the above steps have been taken, the return receipt, whether signed or not, shall be deemed sufficient evidence that the student has been properly served and it shall be presumed that the student has received and read the notice.

- .2 Scheduling of Conference with Vice President for Academic Affairs
 - Within five (5) regular class days of the date of service, the student shall contact the Vice President for Academic Affairs and schedule a conference to discuss the matter as provided in Section 4.1.
- .3 Default

If the student fails to respond within the prescribed time or fails to meet as directed, the student shall be in default and thereby waives the right to all University hearings, appeals, and challenges. In the event of a default at this point, the Vice President for Academic Affairs shall notify the

Student's Dean, who shall confirm imposition of grade penalty and make recommendations for disciplinary sanctions.

.4 Continued Enrollment Pending Resolution

A student may continue his or her regular enrollment in the University pending administrative resolution of misconduct allegations. However, while a question of academic misconduct exists, a student may not graduate or receive a transcript without approval of the Vice President for Academic Affairs or his/her designee, and any transcript released during such period shall bear a notation that academic misconduct proceedings are ongoing.

4 Response by Student

- .1 Conference Between Student And The Vice President for Academic Affairs

 A student charged with academic misconduct shall meet with the Vice President for Academic

 Affairs or his/her designee. The Vice President for Academic Affairs shall describe the academic

 misconduct process, possible sanctions, and the student's rights and responsibilities under this

 Code. At the conclusion of the conference, the student may:
 - a) deny the charges--If the student denies the charges and wishes a hearing to contest them, the student must submit a written request for such a hearing to the Vice President for Academic Affairs within fifteen regular class days of the conference with the Vice President for Academic Affairs. The Vice President for Academic Affairs shall forward the request to the Academic Misconduct Board (AMB) within fifteen regular class days. Failure to request a hearing within the prescribed time shall waive the student's right to any University hearings, appeals, or challenges of the charges or of any sanctions imposed as a result of the academic misconduct.
- b) admit the charges--If the student admits the charges, the Vice President for Academic Affairs will inform the Student's Dean, the Course Dean, and the Instructor; also, the Department Head of the Instructor's academic unit, where applicable. The Instructor shall thereafter impose a grade penalty, and the Student's Dean shall make his or her recommendation to the Vice President for Academic Affairs for further sanctions, if any. Provided, however, that if the student admits the charges but wants to confer with the Student's Dean or to submit written statement concerning extenuating circumstances affecting disciplinary sanctions, the student may do so only if done within five regular class days of the date of admission of the charge. Failure to do so within the five regular class days will result in the Dean making his or her recommendation without such information.
- .2 Optional Meeting Between Student and Person Initiating the Charge
 Nothing herein is intended to preclude the student from discussing the incident with the person
 initiating the charge, if that person agrees; in fact, such a discussion is encouraged. However, once a
 charge is filed, such a meeting should be scheduled only after the student and the complainant
 confer with the Vice President for Academic Affairs, who will arrange the meeting if agreeable to
 the parties involved. It should be understood that any such meeting shall not extend the period of
 time for requesting a hearing. If, after the student meets with the charging party, the student
 wishes:
 - a) To contest the charges and has not already done so, the student must comply with the requirements for submitting the written request to the Vice President for Academic Affairs, as set forth in Section 4.1(a) above.
 - b) To admit to the charges and has not already done so, the student may do so by so informing the Vice President for Academic Affairs, who will then initiate the action as outlined in Section 4.1.b above.

.3 Withdrawal of Charge

It should be understood that the person initiating the charge of academic misconduct may withdraw the charge at any time prior to commencement of a hearing by the Academic Misconduct Board or, if no hearing is held, imposition of a final sanction. This is affected by sending written notice to personnel who notified the Vice President for Academic Affairs of the charge in the first place. The

personnel shall then inform, in writing, the Vice President for Academic Affairs and any others who need to know that the charge has been withdrawn.

5 Academic Misconduct Hearings

.1 Academic Misconduct Board

An Academic Misconduct Board, (AMB), consisting of one student and two faculty members will hear each case. Membership of the Board shall be drawn from the Academic Integrity Committee.

.2 Scope of Hearing

The focus of inquiry shall be the guilt or innocence of those accused of academic misconduct. The AMB will consider the information and arguments presented, make findings of facts of matters in dispute, and determine whether the student did engage in academic misconduct. The AMB will also hear all evidence and argument concerning extenuating circumstances that may affect decisions about what disciplinary sanctions, if any, should be imposed.

.3 Hearing Procedures

- a) Once a request for a hearing has been received by the Vice President for Academic Affairs, the AMB shall convene within twenty regular class days, excluding Intersession, except that the Vice President for Academic Affairs or his or her designee may grant extensions of this time upon receipt of a request from the student, the complainant, or the Course Dean.
- b) If the Vice President for Academic Affairs grants the request, release of transcripts during the extension shall be permitted as follows:
 - 1) If the request was made by the student, the provisions of Section 3.4 regarding graduation and the release of transcripts shall remain in effect.
 - 2) If the request was made by the complainant or the school, notwithstanding the provisions of Section 3.4, during the extension period the student may receive transcripts without notation of the pending case.
- c) Written notification of a hearing must be distributed by the Vice President for Academic Affairs to the AMB, Dean, and parties involved in the hearing at least five regular class days in advance of the hearing date, and should include:
 - 1) The authority for the hearing and the hearing body;
 - 2) Reference to the specific rule or rules involved:
 - 3) Date, time, nature, and place of the hearing;
 - 4) A brief factual statement of the charges and issues involved.
- d) Students who fail to appear after proper notice will be deemed to have pled guilty to the charges against them.
- e) Parties must provide, upon request by the Vice President for Academic Affairs, the AMB, or the opposing party, the name of any counsel who will be present at the hearing and a list of witnesses to be called in the hearing, along with the nature of their expected testimony, and must allow examination of any documents to be submitted in the hearing. Failure to disclose such information in a reasonable and timely manner may be grounds for delaying the hearing, suspending the provisions of this section concerning transcripts and graduation, and, in the case of repeated or egregious noncompliance, dismissing the case or declaring guilt by default. The AMB holding the hearing may adopt such other procedural rules as it deems necessary and proper to expedite hearings and promote fairness.
- f) Hearings will be closed to the public and shall be confidential, although an open hearing may be held at the discretion of the AMB, if agreed by all parties.
- g) The presiding officer of each AMB shall exercise control over the hearing to avoid needless consumption of time and to prevent harassment or intimidation.
- h) Hearings shall be tape recorded.
- i) At the beginning of the hearing, any party may challenge any AMB member, one at a time, on the grounds that he or she is unable to give the student a fair and impartial hearing. The remaining members of the hearing body shall decide the challenge by secret ballot. However, if

- the entire AMB is challenged, the entire AMB shall rule on the challenge. The hearing will continue if at least two faculty members and one student remain.
- j) Witnesses shall be asked to affirm that their testimony is truthful.
- k) Prospective witnesses other than the complainant and the student may be excluded from the hearing during the testimony of other witnesses. All parties, the witnesses, and the public shall be excluded during AMB deliberations.
- l) The burden of proof shall be upon the complainant, who must establish the guilt of the respondent by a preponderance of the evidence.
- m)Formal rules of evidence shall not be applicable in these proceedings. The presiding officer of each AMB shall give effect to the rules of confidentiality and privilege.
- n) The AMB shall not receive or consider arguments about the legality of any provision under which a charge has been brought or the legality of the procedures under which the hearing is proceeding. Such questions should be presented in writing to the Vice President for Academic Affairs.
- o) All parties shall have reasonable opportunity to question witnesses and present information and argument deemed relevant by the AMB.
- p) Final decisions of the AMB shall be by majority vote of the members present and voting. The final decision of the AMB shall contain a written statement setting forth with reasonable particularity, findings of fact, the decision on each of the charges, its recommendations for disciplinary sanctions, and the reasoning behind these decisions. These materials shall be transmitted as described in Section 5.4, together with the AMB's record of the proceedings and a summary.
- q) Depending upon the gravity of the case, the AMB, at its discretion, may require the parties to submit written briefs and responses, including supporting documents, setting forth the respective positions dealing with all issues.

.4 Results of the Hearing

.1 Dismissal of Charges by the AMB

If the AMB finds that the facts do not support the allegation, the charges will be dismissed. The chair of the AMB shall transmit the decision in writing to the appropriate deans and the Vice President for Academic Affairs within fifteen regular class days of the conclusion of the hearing. All other AMB records of the case shall be destroyed after twenty regular class days of such transmittal. The Vice President for Academic Affairs shall then notify the student in writing of the decision of the AMB. The matter is then ENDED.

.2 When Facts Support Allegations Against the Student

.1 AMB Action

If the AMB finds that the facts support the allegations against the student, the student shall be found guilty. After a finding of guilt, it is the duty of the AMB to recommend appropriate disciplinary sanctions. Some relevant factors the AMB may consider in determining a sanction recommendation include, but are not limited to:

- a) The facts that have been presented to the AMB at the hearing;
- b) Any mitigating or extenuating circumstances that have been presented by any party during the hearing;
- c) Prior academic misconduct on the part of the student.

After weighing all factors it considers relevant, the AMB shall recommend disciplinary sanctions to the Student's Dean. The AMB's findings and recommendations shall be made in writing within fifteen regular class days of the conclusion of the hearing.

.2 Dean's Action

a) Based upon the facts of the case and any relevant factors, the Student's Dean shall determine if any disciplinary sanction is to be recommended to the Vice President for Academic Affairs. If the recommendation of the Student's Dean differs from that of the AMB, the

Student's Dean shall provide in writing the reasoning for his or her recommendation.

- b) The Student's Dean shall, within fifteen regular class days of receipt of the AMB's report, send to the Vice President for Academic Affairs in writing:
 - 1) the AMB's record of proceedings, including a summary;
 - 2) the written decision and recommendation of the AMB holding such a hearing; and
 - 3) the recommended sanction of the Student's Dean.
- c) Within fifteen regular class days of receipt of the AMB's report, the Student's Dean shall also notify the appropriate parties of the AMB's findings and recommendations. These parties may include the student, the counsel for the student (if any), the Course Dean, (if different from the Student's Dean), the faculty or staff member who notified the Course Dean of the incident, the counsel for the University, and the Vice President for Academic Affairs

6 Grade Penalties

.1 Imposition of Grade Penalties

An Instructor has an obligation to impose grade penalties once the charge is upheld. These penalties may include, but are not limited to:

- a) Requiring the student to complete a substitute assignment or examination.
- b) Awarding the student a failing grade on the examination or paper or on those portions of it on which the student was engaged in academic misconduct.
- c) Lowering the student's final grade in the course or award a failing grade of "F" in the course. The weight of the grade penalty as calculated in the final grade may exceed the weight of the work in which the misconduct occurred.

7 Disciplinary Sanctions

The disciplinary sanctions noted below may be recommended by the AMB and/or the Student's Dean to the Vice President for Academic Affairs. The examples are illustrative of each category of disciplinary sanctions, are not intended to be totally inclusive, and omission of a particular act shall not be construed as indicating that such an act is acceptable or appropriate. Furthermore, the acts described do not need to result in the disciplinary sanctions noted if judgment suggest otherwise.

.1 Censure

A written reprimand for violation of acceptable standards of academic conduct. This action takes formal notice of the student's act of academic misconduct and provides a formal warning that a further act of academic misconduct will result in far more severe action. Censure shall not be noted on a student's transcript, but will be noted in the Student Affairs Office. Copies of the letter of censure shall be provided to the student, the Student Affairs Office, the Student's Dean, the Course Dean (if different than the Student's Dean), and, if applicable, the head of the department in which the course is taught, and the Instructor. The sort of academic misconduct which might result in censure might be a case in which a student has copied on an examination and in which it seems that the cheating was the result of momentary panic. There would be no reason to suppose that the student had planned to cheat and there would be no prior record of academic misconduct.

.2 Community Service Alternative

In appropriate cases, a student may be allowed to perform voluntary community service in lieu of suspension and may, upon satisfactory completion, receive a lesser sanction. No student may be compelled to perform community service as part of any sanction imposed under this Code. In the event that a student refuses community service the student will receive the harsher sanction of limited or permanent notation suspension. In the event that a student accepts a community service alternative, the terms and duration of such service shall be approved by the Vice President for Academic Affairs. The sort of academic misconduct which would result in the offer of the community service option would be a case in which mitigating factors counsel against the imposition of a limited notation suspension.

.3 Limited Notation Suspension

Suspension from classes and other privileges for a period of not less than one full semester. During this period, the student will not be allowed to earn credits for transfer to Rogers State University from any other institution. Any credits earned at another institution during a period of suspension shall not be recorded in the student's RSU transcript and shall not count in any manner. A notation of suspension for academic misconduct shall be made on the student's transcript. However, in the case of limited notation, such transcript notation shall be removed upon the student's graduation from the University or four years from the date of the suspension, whichever comes first. The sort of academic misconduct that might result in limited notation suspension might be a case of classroom cheating involving some prior planning, or some cases of plagiarism in which it seems that the plagiarism may have occurred partially because of mitigating circumstances.

.4 Permanent Notation Suspension

Suspension from classes and other privileges for a period of not less than one full semester. During this period the student will not be allowed to earn credits for transfer to Rogers State University at any other institution. Any credits earned at another institution during a period of suspension shall not be recorded in the student's RSU transcript and shall not count in any manner. A notation of suspension for academic misconduct shall be made on the student's transcript. In the case of permanent notation, there will be no time limit to such transcript notation. The sort of academic misconduct which might result in permanent notation suspension might be a case in which knowing and substantial plagiarism has occurred, or a case of classroom cheating in which it is determined that extensive collaboration or planning was involved, or other cases substantially involving one or more aggravating factors such as planning, collaboration, or concealment.

.5 Expulsion

Termination of student status for an indefinite period, usually intended to be permanent. A notation of expulsion for academic misconduct shall be made on the student's transcript. Such notation shall be a permanent notation. If a student is reinstated after an expulsion, it is only after a complete reconsideration of his or her case. The sort of academic misconduct which might result in expulsion might be a case in which the student has been involved in a prior incident of academic misconduct; the student has submitted to the University forged documents such as transcripts; a student has taken someone else's examinations or arranged for someone else to take his/hers; commercial term papers have been submitted; examinations, grade books, grade sheets, or other instructor possessions have been stolen, copied, or otherwise utilized; or destruction of the academic work of others or intimidation has been used in an attempt to influence the academic process.

.6 Records of Sanctions and Admonitions

Records shall be maintained as

follows:

- a) Records of admonitions and the sanction of Censure shall be maintained for four years, subject to review as provided in part (c) of this section. Records of grade penalties shall be maintained permanently.
- b) Records of disciplinary sanctions other than Censure shall be maintained permanently, subject to review as provided in part (c) of this section.
- c) Students and former students who have received a disciplinary sanction for academic misconduct may at any time request that the record be removed from their student file. This is an extraordinary step requiring a showing of good cause by the student. The request, along with the reasons therefore, must be submitted in writing to the Vice President for Academic Affairs.
- .7 Determination of Disciplinary Sanction and Its Implementation

It shall be the responsibility of the Vice President for Academic Affairs to review the materials sent by the Student's Dean and to determine and implement the appropriate action and disciplinary sanctions. Implementation of the appropriate action or disciplinary sanctions by the Vice President for Academic Affairs shall end the process. The Vice President for Academic Affairs shall attempt

to inform the student in writing of the action being taken. A letter to the student at the address last provided the University by the student shall be sufficient to meet this requirement. Copies of the letter may also be provided other parties who have a legitimate need to know of the action.

8 Post-Sanction Procedures

.1 Grounds for Appeal

The recommendation of the AMB as to the facts shall be appealable within the University to the Academic Vice President if;

- a) it can be established that specified procedural irregularities were so substantial as to effectively deny the student a fair hearing; or
- b) new and significant evidence becomes available which could not have been discovered by a reasonably diligent student before or during the original hearing.
- .2 Rehearing and Petition for Review

Findings of fact shall be accompanied by a concise and explicit statement of the underlying facts supporting the findings. A copy of the order shall be delivered or mailed to each party and his/her attorney of record. For questions of procedures and/or rehearing, see the Oklahoma Administrative Procedures Act. In all cases, the President and the Board of Regents of the University reserve the right to review, at their discretion, any decision of a hearing body for manifest error or inequity.

TITLE 13 FINAL GRADE APPEAL PROCESS

The responsibility for academic evaluations of students rests with the faculty. If a student feels s/he has received a prejudiced or capricious final grade by an instructor, and if s/he is unable to resolve the matter in an informal conference with the instructor or Department Head, a more formal process is provided except for those cases that arise where specialized policies and procedures shall apply at the department/program level.

- 1 Students may appeal a final grade through an informal or formal procedure after it has been posted. Students wishing to informally appeal a final course grade must adhere to the following steps:
 - a) The student must first discuss the grade with the Instructor. Ideally, this process is grounded on the premise that resolution should occur at the level of the Instructor and student relationship. However, if the issue is still unresolved, the Instructor and/or student may find it necessary to consult with the Department Head. (If the Instructor is the department head, the appointment must be made with the Dean of the School in which the course is offered).
 - b) If dissatisfied at this point, the student must next make an appointment with the Dean of the School in which the course is offered. The student must bring a written statement of the problem(s) to this meeting. If the Instructor is the Dean, the appointment must be made with the Vice President for Academic Affairs.
 - c) The Vice President for Academic Affairs will research the issues presented and may elect to hold a conference with both the Instructor and the student to mediate the problem(s). If the Instructor involved is the Dean, the Vice President for Academic Affairs will mediate the student's request.
- 2 If no satisfactory resolution results from the informal grade appeal (this informal process must be completed within thirty regular class days, excluding summer sessions, of the grade being officially posted) the student may file a formal grade appeal to be considered by a Grade Appeal Board (GAB) appointed from the Academic Integrity Committee. The GAB will consist of two faculty members, at least one of whom must be from the School in which the appeal is filed, and a student. The appeal form must be filed with the Dean of the School in which the course is offered within thirty regular class days, excluding summer sessions, of the grade being officially posted. Appeal forms are

available in the Registrar's Office, the Office of Academic Affairs, and the School Dean's office. The following steps will be followed:

a) The Vice President for Academic Affairs will contact the student to complete a formal grade appeal form. The student will provide all necessary documentation to the Vice

President for Academic Affairs with the formal grade appeal form, including the following:

- 1) Written statement of the problem(s) discussed with the Dean;
- 2) Any records, documentation (such as medical records) or evidence supporting the grade appeal claim.
- b) The GAB will then review the grade appeal documentation within the scope of whether the request has met at least one of the following criteria:
 - 1) Did the Instructor communicate to the class the method by which the grade would be determined?
 - 2) Was the method communicated to the class followed by the Instructor in calculating the grade?
 - 3) Was the calculation of the grade mathematically correct?
 - 4) Was the student graded in the same manner as other members of the class?
 - 5) If the method of determining the grade was altered after the semester began, was the method communicated and applied uniformly?
 - 6) Is the student alleging extraordinary extenuating circumstances beyond his/her control, for which documentation is submitted?
- c) The GAB will review written documentation submitted by the student and any documentation received from the Instructor. The GAB will have ten regular class days following the committee review meeting to render a recommendation. The GAB does not take into consideration approving or disapproving an Instructor's teaching methods or choice of assignments. At the conclusion of this review, the GAB will propose one of the following courses of action:
 - 1) Render a judgment of upholding the posted grade; or
 - 2) Recommend an appeal hearing to review and render a decision.
- d) If the GAB decides to hold a formal hearing (within 10 regular class days), the Vice President for Academic Affairs is responsible for notifying all concerned parties of the time, date, and place of the hearing. The GAB will hold a closed hearing with the student, the Instructor, and any witnesses. Names of witnesses must be submitted to the Vice President for Academic Affairs at least 48 hours before the hearing. Neither the student nor the Instructor should discuss the appeal with the GAB members, opposing witnesses, or each other before the hearing.
- e) The GAB will submit its recommendation in writing within five regular class days of the conclusion of the hearing to the Chair of the Academic Integrity Committee and to the Vice President for Academic Affairs. The Registrar's Office, the student, the appropriate Dean's office, and the Instructor will be notified of the decision within five regular class days.
- f) If the appeal results in a decision to change a grade, the Vice President for Academic Affairs is responsible for notifying the Instructor to modify the grade. Once the grade change is submitted, the Registrar's Office, the student, and the appropriate Dean's office will be formally notified.
- g) All decisions of the Vice President for Academic Affairs in consideration of the GAB recommendations will be final. In all cases, the President and the Board of Regents of the University reserve the right to review, at their discretion, any decision of a hearing body for manifest error or inequity.

TITLE 14 NON-ACADEMIC CODE OF CONDUCT

1 Distinction Between Academic and Non-Academic Student Discipline Academic conduct is generally considered to be related to the actions of students that are associated with the learning environment. Non-academic conduct includes all other forms of student behavior on

University premises and University sponsored functions or generally related to the University community.

2 Student Code of Conduct

The University's basic standard of behavior requires a student (a) not violate any municipal, state, or federal laws, or (b) not interfere with or disrupt the orderly educational process of Rogers State University. A student is not entitled to greater immunities of privileges before the law than those enjoyed by other citizens.

3 Authority

- .1 Authority is vested in the Board of Regents of The University of Oklahoma Board of Regents and the President of the University. This includes authority to control and regulate various aspects of student behavior through disciplinary means. Disciplinary authority and judicial latitude necessary to accomplish the discipline are delegated to the Vice President for Student Affairs/Dean of Students. The decision of the Vice President for Student Affairs/Dean of Students shall be final and not appealable except in cases of interim suspension, suspension or expulsion, which may be appealed to the Committee on Student Conduct.
- .2 Generally, institutional discipline shall be applied only in response to conduct which adversely affects the University community's pursuit of its educational objectives, violates or shows disregard for the rights of individuals within the University community; damages property; and/or violates local, state or federal law.

4 Prohibited Conduct

Each student shall maintain the highest standards of integrity, honesty, and morality and shall obey the University rules and regulations. The following is a non-exhaustive list of conduct that is prohibited and subject to disciplinary action.

- 1. Abusive conduct: Unwelcome conduct that is sufficiently severe and pervasive that it alters the conditions of education or employment and creates an environment that a reasonable person would find intimidating, harassing, or humiliating. The frequency of the conduct, its severity, and whether it is threatening or humiliating are factors that will be considered in determining whether conduct is abusive. Abusive conduct includes verbal abuse, physical abuse, or holding a person against his or her will. Simple teasing, offhanded comments and isolated incidents (unless extremely serious) will not amount to abusive conduct.
- 2. Alcohol violations: Possessing, using, providing, manufacturing, distributing, or selling alcoholic beverages on or off campus in violation of law or University policies.
- 3. Arson: The willful setting fire to or burning of a structure or its contents or the property of another.
- 4. Dishonesty: Manufacturing, possessing, providing, making, or using false information or omitting relevant information to University officials or on University applications, forging, altering or misusing a University record or document, initiating a false report, and knowingly using or possessing forged, altered or false documents or records.
- 5. Disruption or obstruction of a University activity: Interference with, obstruction or disruption of University activities such as teaching, research, recreation, meetings, public events and disciplinary proceedings.
- 6. Drug violations: Possessing, using, providing, manufacturing, distributing, or selling drugs or drug paraphernalia in violation of law or University policies. This includes the use or possession of prescription drugs other than by the person prescribed or for a purpose other than what was prescribed.
- 7. Ethical or professional code violations, violation of licensure board rules and regulations, state and federal laws, and/or other applicable regulatory or privileges issues: as defined by the student's College or professional association or licensure board, as may be applicable to the student(s), or applicable laws or regulations.

- 8. Failing to abide by or complete a University sanction in a satisfactory manner: Failure to adhere to sanctions or engaging in other prohibited conduct while on disciplinary probation or suspension.
- 9. Failure to comply with the direction of a University official who is performing his or her duties.
- 10. Failure to keep records up to date: Failing to keep Admissions and Records notified of current school and/or permanent directory information, including email information.
- 11. Hazing: Any action or situation that recklessly or intentionally endangers the mental or physical health, safety, or welfare of an individual for the purpose of initiation, participation, admission into or affiliation with any organization at the University, as defined by Oklahoma or federal law.
- 12. Interfering with, obstructing or disrupting police or fire responses: Tampering with, impairing, disabling, or misusing fire protection systems such as smoke detectors, fire extinguishers, sprinklers, or alarms; failing to evacuate during a fire alarm; resisting arrest; failing to abide by the directions of police or fire personnel.
- 13. Mental harassment: Intentional conduct that is so extreme and outrageous that a reasonable person would not tolerate it.
- 14. Misuse of computing facilities: Misusing computer labs and equipment as well as technology resources including the Internet, University networks, computer software, data files belonging to others, email addresses and accounts belonging to others, University databases and violating University information technology computing policies.
- 15. Misuse or defacement of University property: Damage to or misuse of equipment, property, furniture, facilities and buildings belonging to the University.
- 16. Misuse or defacement of property belonging to another.
- 17. Retaliation: Taking any adverse action against a person because of, or in retaliation for, the person's reporting of a crime or violation of University policy, or in assisting in such a claim.
- 18. Sexual Misconduct: Violating the University's Gender-Based Misconduct Policy for Students.
- 19. Stalking: Willfully, maliciously, and repeatedly following or harassing another person in a manner that would cause a reasonable person to feel frightened, intimidated, threatened, harassed, or molested.
- 20. Theft: Possessing property that is known or should have been known to be stolen, taking property without the consent of the owner, even with intent to return the property, or obtaining property by false pretenses.
- 21. Unauthorized entry or exit or attempted entry or exit: Entering or exiting or attempting to do the same without authority or consent with respect to University facilities, property belonging to another and fraternity and sorority houses.
- 22. Violation of local, state, federal law or University regulation or policy.
- 23. Weapons violations, possession of weapons, firearms, explosives, fireworks, ammunition or incendiary devices on campus: Actual or constructive possession or control of any weapon, including but not limited to air pistols, air rifles, lock blades, fixed blades, knives with a blade longer than four inches, blackjacks, metal knuckles, chemical substances, bombs, or any other device found to be a violation of this Code by Student Conduct. Instruments designed to look like any of the above are included in this prohibition.

ADMINISTRATION OF STUDENT CODE

I. Directors

Under the direction of the Vice President for Student Affairs (VPSA), the Director of Student Development shall be primarily responsible for the administration of the student conduct system. The Director of Residential Life or designee will be responsible for resolving disciplinary problems resulting from the violation of regulations within University housing according to the Student Code ("Code"), the Housing Application and Contract, and the Residential Life Handbooks. Violations of the Gender-Based Misconduct Policy for Students will be handled according to the policies and procedures set forth in that document.

- .1 Violations of local, state, or federal laws including: gambling; malicious mischief (the injury or destruction of property of another); drunken behavior or lewd, indecent conduct, hazing or any action taken or situation created which is intended to produce mental or physical discomfort, embarrassment, harassment, ridicule, or suffering; theft; arson; harassment of any sort; stalking.
- .2 Disorderly Assembly: No group of students shall gather in such a manner as to disturb the public peace, do violence to any person or property, disrupt the function of the University or interfere with its faculty or staff in the performance of their duties. No student shall encourage or in any way participate in the formation or prolonging of such a gathering.
- .3 Disturbing the Peace: No student, organization, or group of students may disturb the peace.
- .4 Alcoholic Beverages or Illegal Narcotics: The consumption or possession of alcoholic beverages, or illegal narcotics in any form, on the campus, in university housing, or at any activity on the campus sponsored by or for a student organization is forbidden.
- .5 Threats of Violence and/or Harassment: No student, organization, or group of students may make threats of physical abuse, violence, or harassment towards any faculty, staff, student, or visitor to the University.
- .6 Possession or use of weapons, knives, objects capable of being used as dangerous weapons, fireworks, chemicals, and explosives by students is prohibited in any University owned facility except when used in officially approved University programs.
- .7 The operation on campus of student organizations not properly recognized and registered.
- .8 Refusal to exhibit ID cards to school officials, faculty, staff, or security personnel when required to do so on campus or at University sponsored events.
- .9 Misuse of University property to include, but not limited to, fire alarms, fire equipment, elevators, tampering with fire/safety equipment such as fire extinguisher, smoke detectors, pull stations or sprinklers; misuse of vehicles, educational equipment; and mutilation or defacement of educational support materials.
- .10 Littering on University property.
- .11 Defacement by writing, drawing, or marking of any kind upon any permanent interior or exterior wall, sign, or similar vertical surface, in any medium, including chalk, paint, felt marker, etc., or any writing, drawing, or marking of any kind in any medium upon any sidewalk, wall, patio, terrace, or street, except as authorized.
- .12 Any advertisement that promotes the use, purchase, or giveaway of drugs, including alcohol, in University supported publications, flyers, or handbills.
- .13 Unauthorized entry into or occupation of University facilities without reservations through the appropriate University procedures.
- .14 Falsification, alteration, fabrication or misuse of University forms, documents, records or identification.

- .15 False reporting of an emergency: False alarms or the false report of a bomb, fire, or other emergency on University premises or at activities sponsored by or affiliated with the University.
- .16 The possessing of animals on University property, in University residence halls or other buildings (other than service animals assisting individuals with disabilities) is prohibited. This provision, though, does not prohibit the presence of laboratory animals in University buildings where their presence is pursuant to a University sanctioned experiment or research.
- .17 Illegal discrimination.
- .18 Failure to comply with the request of a University official.
- .19 Destruction of Property: No student, organization, or group of students may destroy, molest, deface, or remove University property.
- .20 Attempts to commit, conspiring to commit, or assisting in the commission of acts prohibited by this Title.

II. Committee on Student Conduct

Comprised of three faculty members (including one from each school) appointed by the Faculty Senate, two staff members appointed by the University President, and two students recommended by the Student Government Association and approved by the VPSA, the Committee on Student Conduct ("Committee") hears appeals of non-academic misconduct cases resulting in interim suspension, suspension, or expulsion. At least five members of the Committee (one of whom must be a student) must be present, and Committee decisions are final. The Committee chair will work closely with the VPSA to follow appropriate procedures for the hearing (Sections VII - X).

III. Temporary Administrative Action

- A. When Appropriate. In the event the President or the VPSA has reasonable cause to believe that a student poses (1) a danger to the safety of the student, other persons, or University property; or is (2) an ongoing threat of disrupting the educational environment, the VPSA or the President may place immediate, temporary restrictions upon a student's rights within the University community, up to and including a removal from the University community, pending an Administrative Investigation as outlined in Section IV. If the Director of Student Development or the Director of Residential Life has reasonable cause to believe that a student poses (1) a danger to the safety of the student, other persons, or University property; or is (2) an ongoing threat of disrupting the educational environment, the Director may temporarily impose restriction, up to and including removal from housing, with the exception of suspension and expulsion, pending an Administrative Investigation as outlined in Section IV.
- B. Notice of Temporary Action. Upon the decision to impose temporary restriction, the student shall be notified by the most expeditious means available.
- C. Hearing. When temporary restrictions are imposed, the VPSA shall immediately initiate the disciplinary procedures provided in the Code, and an Administrative Review meeting (Section IV(A)(4)) shall be held no later than ten class days after such action was taken.
- IV. Administrative Investigation of Alleged Code Violations

A. Investigation

1. Allegation. After a Code violation is alleged, information is sent by the reporting party to the Director of Student Development or Director of Residential Life.

EXHIBIT A

2. Preliminary Inquiry. The appropriate hearing officer conducts a timely preliminary inquiry into the alleged violation to determine whether the complaint warrants further investigation.			
3. Notice of Investigation and Administrative Review. If the Director determines that the complaint warrants further investigation, the Director shall send notice to the student that a complete investigation will occur and request the student's attendance at a meeting to discuss the alleged Code violations. This meeting shall occur as soon as possible, but no earlier than five class days after notice is given. The student may agree to a more expedient meeting.			
4. Administrative Review. The Director may discuss, consult and advise with the parties (i.e., complainants and respondents) involved and they shall attend such meetings as summoned. On the student's appearance before the Director, the Director shall give the student an opportunity to relate or explain any facts bearing on the alleged violation. The Director will conduct additional investigation as needed in order to make an administrative disposition. A determination will be made regardless of a student's attendance, based on the information and evidence available.			
B. Administrative Disposition. After a fair and impartial assessment of all of the information collected during the investigation, the Director shall determine whether a University policy was violated. The Director shall indicate the decision, including disciplinary action, if any, in writing as soon as reasonably practical but no later than five class days after completion of the administrative review.			
C. Appeal of Administrative Disposition. The student has five class days after the notification of the administrative disposition in which to file a written appeal to the VPSA. Please refer to Section VI - Appeals & Review.			
V. Disciplinary Penalties			
A. Nature of Penalties. The following penalties comprise the range of official University actions which may be taken when a student engages in prohibited conduct. Those penalties are not exclusive and may be imposed together with other penalties.			
1. Warning: A verbal or written notice to the student that a violation of a published University policy has occurred and that the continuation of such conduct or actions could result in further disciplinary action.			
2. Restricted privileges: Denial or restriction of one or more privileges granted to students. These may be, but are not limited to, the use of an automobile, dining privileges, visitation privileges, or participation in athletics or other extracurricular activities. The restriction may be imposed only for a definite term.			

4. Restitution: Paying for physical or property damage, losses, or misappropriation, either monetarily or by the performance of specific duties.

The special project may be imposed only for a definite term.

5. Housing probation: An indication that the student is not in good standing in Student Housing. In the event of a subsequent violation, sanctions may be more severe, up to and including

3. Special project: The requirement that the student complete a special project, which may be, but

is not limited to, writing an essay, attending special classes or lectures, or visiting a counseling center.

cancellation of student housing contract.

5.	Cancellation of student housing contract subject to the terms and conditions set forth in the
contract.	
6.	Fines: In addition to or in lieu of other sanctions, fines may be imposed in accordance with the
	g maximums: Administrative Disposition-\$150.00; Committee-\$150.00. Should the Committee
	priate administrative official determine a fine would result in an unreasonable hardship on the
	a work program can be imposed in lieu of a fine. The in lieu work program shall be jointly
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approved	by the Director/Committee and the VPSA or designee.
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	Disciplinary probation: An indication that the student is not in good standing and that his/her
	d enrollment is conditioned upon adherence to published University policies. Probation may be
imposed	only for a definite term but automatically restricts the following privileges:
	a. A student on disciplinary probation or harsher disciplinary sanction is ineligible to hold or
be electe	d to an office of any student organization recognized by the University;
	b. A student on disciplinary probation or harsher disciplinary sanction may not represent the
Universit	ty in any special honorary role (e.g., debate tournament, athletic competition, etc.);
0111,0151	y m uni sperim nonormi i rore (e.g., uecure rounnum, universe comperimen, ever);
	c. If a specific question is asked whether the student has been involved in any discipline
cituations	s, there is no alternative but to give an accurate answer to the question as allowed by applicable
	•
ieuerai ia	w. (This situation automatically exists for items 7-13).
0	WC41 11 00 14 1
8.	Withholding an official transcript or degree.
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9.	Prohibition against readmission.
-	
10.	Denial or non-recognition of a degree.
11.	Loss of or ineligibility for a student scholarship, grant, or loan.
_	
12	Suspension: Separation from the University for a definite term, during which the student shall
not be pe	ermitted to attend classes or participate in any University activity.
13.	Expulsion: Termination of student status for an indefinite period. The conditions for
readmiss	ion, if any, shall be stated in the order of expulsion. When an offense is so severe that the
	ty will not allow the student to re-enroll, the student will be expelled. Expulsion is not a
	nt separation, but neither is a definite time set when return is expected.
реттипе	the separation, out notiner is a definite time set when retain is expected.
B. Rec	cording of Penalties. Disciplinary records will be maintained in the Office of Student
	ment. Housing disciplinary records will be maintained in the Office of Residential
	nalties of suspension and expulsion shall be maintained permanently in the Office of Student
Developi	ment and are subject to review if a written request is made to the VPSA.
G F:	
C. Fin	ality of Penalties. Disciplinary action becomes final:
1.	In the event of an Administrative Disposition, upon acceptance by the student of the Director's
decision.	Disciplinary action may be imposed immediately following the Administrative Disposition,

pending the outcome of an appeal.

- 2. In the event of an appeal, upon notice to the student of the Committee's Final Disposition.
- 3. In the event of a hearing in cases where suspension or expulsion may be sought, upon notice to the student of the decision of the Committee, and when the time in which to file a notice of appeal to the President of the University has expired.

Appeals and Review

VI. Requesting Appeal

A. Written Appeal Request. A student wishing to appeal the Director's decision under Section IV(B) must file a signed, written notice of the appeal request with appropriate rationale with the VPSA no later than 5 p.m. five class days after notice of the Director's decision is hand delivered or mailed to the student. Appeals of interim suspension, suspension, or expulsion will be heard by the Committee on Student Conduct. All other appeals will be heard by the VPSA and will generally proceed as an Administrative Review as described under Section IV(A)(4) above.

- B. The grounds for appeal are:
 - 1. Insufficient evidence to support the decision.
 - 2. The sanction imposed was too harsh.
 - 3. An error that significantly prejudiced the rights of the defendant.
 - 4. Significant new information discovered after the hearing.
- C. Time. For appeals of interim suspension, suspension, or expulsion, the VPSA will notify the Committee Chair of the written appeal request. The Committee Chair will schedule a hearing no later than ten class days after the appeal request, unless there are extenuating circumstances (such circumstances are to be shared with the student.) If disciplinary action is involved prior to appeal, the student may request a more expedient hearing.
- D. Notice. The Committee Chair will notify the student in writing of the time, date, and place of the appeal Hearing with other required information. See Sections VII X for detailed hearing procedures.

Hearing Procedures

The following procedures are applicable to any hearing before the Committee on Student

Conduct. The Committee will hear all appeals of interim suspension, suspension, or expulsion resulting from non-academic misconduct.

VII. Pre-hearing Procedures

- A. Notice. Upon initiation of the hearing process, as described in Sections VII X, the Committee will provide written notice to all parties (i.e., complaints and respondents):
- 1. Time of Hearing: Notice shall state the date, time, and location of the hearing. A Committee Hearing shall be held no later than ten class days after the required written notice to the student. Every effort will be made to accommodate a student's request for a more immediate hearing.
- 2. Summary of Allegations: Notice shall include a short and plain statement of the University

EXHIBIT A

policies alleged to have been violated, the factual background of the matter, and the basis for the Committee Hearing (i.e., student appeal of interim suspension, suspension, or expulsion).

- 3. Service of Notice: Service shall be by hand delivery or by certified mail, return receipt requested, to the student at the student's permanent or local address (as appropriate) on file in the Office of the Registrar or Residential Life. When the above steps have been taken, return receipt, whether signed or not, shall be deemed sufficient evidence that the student has been properly served and it shall be presumed that the student has received and read the notice.
- B. Disclosures. At least two class days before the hearing, all parties shall make the following disclosures to the Committee, in writing. The Committee Chair will provide copies of the disclosures to all parties.
 - 1. Whether any legal counsel or advisor will attend the hearing with a party.
- 2. Names of all witnesses each party intends to call to testify during the hearing, including a brief summary of each witness's expected testimony.
- 3. Copies of all documents and/or exhibits the parties intend to introduce during the hearing. NOTE: The Committee may, in its discretion, allow introduction of evidence not previously disclosed, in accordance with Section IX(B)(2)(e).
- C. Pre-Hearing Meeting. At the discretion of the Committee Chair, a pre-hearing meeting may be convened to present objections to documents or witnesses or clarify the charges, responses, or procedures to be used during the hearing.

VIII. Hearing Regulations

- A. General Decorum. The Chair shall exercise control over the hearing to ensure fairness and a professional atmosphere. Any person who disrupts a hearing or who fails to adhere to the established procedure or rulings of the Chair may be disciplined, including without limitation exclusion of witnesses or evidence.
- B. Advisors. Parties are entitled to have parents, legal guardians, and/or a legal advisor present during the hearing. Advisors may support the student and provide advice about the investigation and disciplinary process. During meetings and hearings, the advisor may talk quietly with the student or pass notes in a non-disruptive manner. The advisor may not intervene in a meeting or hearing or directly address panel members, complainants, or witnesses, nor may they make objections. If parties desire to have attorneys serve as their advisors, they may do so at their own cost.
- C. Confidentiality. Hearings and matters discussed therein are confidential and should be closed to the public.
- D. Evidence. Formal judicial procedures are not required, and formal rules of evidence do not apply. The Committee Chair makes final rulings on all objections to evidence and the admissibility of evidence and testimony. Evidence will be admitted if the Chair determines that it is the sort of information reasonable people would rely upon in the conduct of their affairs.
- 1. All parties should have reasonable opportunity to respond, present relevant information, question witnesses, and present argument.

EXHIBIT A		
2. A party may conduct cross-examinations required for a full and true disclosure of facts. When the Committee Chair determines that a hearing will be expedited and the interests of the parties will not be prejudiced substantially, any part of the evidence may be received in written form. In case of an expulsion hearing, affidavits should not be permitted in lieu of live testimony unless agreed to by the opposing party or unless the Committee Chair determines that the parties' interests will not be prejudiced.		
3. Information from Non-Parties. At the request of either party, the University shall instruct a University student or employee to appear as a witness. The University may require the witness to attend the hearing or to furnish documents or other physical evidence requested by the party.		
4. Transcript. The University will keep an audio recording of the hearing, which shall be provided by the Committee at the request any party, at the expense of the requesting party.		
5. Record. The record in a proceeding shall include all evidence and testimony received or considered by the Committee at the hearing, any objections to evidence and the Committee's rulings, and all other information or data considered by the Committee, provided all parties have had access to such evidence.		
IX. Hearing Procedures		
A. General Rules		
1. A hearing may be postponed at the discretion of the Committee Chair for good cause upon written request being filed with the Committee Chair at least 24 hours before the hearing.		
2. The student or any pertinent party may challenge the impartiality of a Committee member at any time prior to the hearing. The Committee Chair shall be the sole judge as to whether the specific individual can serve with fairness and objectivity. In the event the member is disqualified, a substitute will be chosen by the VPSA.		
3. During the hearing, only the Committee members, the student and the advisor, the student's parents or legal guardians, and the witness currently testifying will be allowed in the hearing room. No witnesses, after testifying, may remain in the hearing room. All persons present at the hearing shall treat the matters discussed therein as confidential information not to be disclosed to others.		
4. A student may not be compelled to testify against himself/herself and the hearing officer and Committee shall presume the student innocent of the charges until the Committee is satisfied, by a preponderance of the evidence that a violation has occurred.		
5. The hearing will occur regardless of a student's attendance, based on the information and evidence available.		
B. Hearing Process		

information presented during Opening Remarks.

2. Presentation of Evidence.

1. Opening Remarks. If desired the parties may briefly outline their cases before the presentation

of evidence. The Committee should use discretion when determining the proper evidentiary value of

- **EXHIBIT A** The University will usually present its case first, followed by the student. Each party is allowed an opportunity to cross-examine witnesses presented by the other party. Further questioning of the witnesses by the parties is at the discretion of the Committee Chair. d. The Committee members may ask questions of the witnesses at any time, at the discretion of the Chair. e. After each party has presented its case, upon request of either party the Committee, at its discretion, may permit introduction of additional evidence to clarify or rebut evidence presented during the course of the hearing. 3. Closing Remarks. At the Committee's discretion, the parties may make brief summary statements. X. Post Hearing Process A. Committee Decisions. 1. For appeal hearings regarding interim suspension, Committee Decisions shall be provided to all parties, in writing, within five class days of the hearing date. 2. For suspension and expulsion hearings, the Committee shall provide its written Decision to the President, who shall review the official record of the hearing and, in writing, either approve, reject or modify the Decision, or remand the matter back to the Committee for further hearing or consideration. Unless remanded, the action of the President, in conjunction with the approved or modified Decision, shall be the Disposition of the matter.
- a. The Final Disposition of an expulsion matter shall be subject to rehearing, reopening, or reconsideration by the President. Any application or request for such rehearing shall be made by an aggrieved party within ten class days from the date of the notice of Final Disposition. The grounds for such request may be:
 - i. Newly discovered or newly available evidence, relevant to the issues;
- ii. Need for additional evidence to adequately develop the facts essential to proper decision;
- iii. Probable error committed by the Committee in the proceeding or in its Decision, which would form a reasonable independent basis for reversal of the decision;
 - iv. Need for further consideration of the issues and the evidence in the public interest;
- v. A showing that issues not previously considered ought to be examined in order to properly dispose of the matter;
- vi. Fraud practiced by the prevailing party or procurement of the Decision by perjured testimony or fictitious evidence.
- b. Any rehearing, reopening, or reconsideration by the President shall be confined to those grounds upon which the rehearing was ordered.
- 3. Each party shall be provided, either personally or by certified mail, a copy of the Final Disposition.
- A. Discretionary Review. The VPSA, the President, and the Board of Regents may, on their initiative, review any disciplinary case. Upon such review they may approve, reject, or modify the decision or the penalties imposed, or may remand the matter to the Committee for presentation of additional evidence

5 Investigation

The Office of Student Affairs will review with the student the nature of the complaint. Student cooperation is requested in collecting and interpreting information bearing on the allegations or reports made about behavior relating to the complaint. When the investigation is complete, the Vice President for Student Affairs/Dean of Students or his/her designee shall determine whether it has been shown by preponderance of the evidence that the student engaged in misconduct. If the Vice

President/Dean or designee concludes that misconduct has not been shown by a preponderance of the evidence, he or she shall notify the student in writing by registered letter within thirty (30) days of the alleged event or action of his/her finding, and all records regarding his investigation shall be destroyed within twenty (20) regular class days of such transmittal. If, by a preponderance of the evidence the Vice President/Dean or designee determines that an infraction of prohibited conduct has occurred, then the Vice President/Dean or designee shall determine what sanctions, if any, are warranted. If the Vice President for Student Affairs/Dean of Students or his/her designee determines that the conduct in question threatens the welfare or safety of the University community, immediate suspension, expulsion or other appropriate action may be taken.

6 Sanctions

- .1 The Vice President for Student Affairs/Dean of Students or his/her designee may impose one or more of the following sanctions upon students found to have engaged in non-academic misconduct:
 - (a)Warning.
 - (b)Specified restrictions, including but not limited to, letter of apology, presentation of a workshop, preparation of a research paper or project, social probation, community service, evaluation of any referral assessment, counseling, or eviction from residence halls.
 - (c)Conduct Probation. Conduct probation is a formal probation. The record of conduct probation is kept in the student's personal folder in the Office of the Vice President for Student Affairs/Dean of Students.
 - (d) Restitution: Reimbursement by a student for damage or misappropriation of property.
 - (e) Fines. A monetary fine may be levied and will be charged directly to the student's bursar account.
 - (f) Interim Suspension: Exclusion of a student from Rogers State University as set forth in the notice of interim suspension, pending final determination of an alleged misconduct.
 - (g)Suspension. Suspension will be for a specific amount of time not to exceed three years.

 The student may apply for readmission at the close of the period for which the student was suspended.
 - (h) Expulsion. A record of expulsion will be made part of the student's transcript. A student who is expelled will not be allowed to reenter the University.
- .2 A disciplinary hold may be placed on a student's record who has been placed on conduct probation, suspended, or expelled.
- .3 A student charged with an offense for which he/she is suspended or expelled shall be entitled to an appeal hearing as provided below.

7 Notification of Sanctions

When the Vice President/Dean or designee has determined that an infraction of prohibited conduct has occurred and has determined the appropriate sanctions, if any, to impose, the Vice President/Dean or designee may send the student a written notification via certified mail outlining his/her findings and the sanctions to be imposed.

8 Appeals

If the Vice President/Dean imposes a sanction of suspension or expulsion a student may appeal that

decision to the Committee on Student Conduct. Any student wishing to appeal such a sanction-must—submit a written and signed notice of appeal to the Vice President for Student Affairs/Dean of Students within forty-eight (48) hours from receipt of the sanction letter.

9 Committee On Student Conduct

The Committee on Student Conduct will be composed of three faculty members, two staffmembers, and two students. The President shall appoint the staff members. The Faculty Senate shall appoint the faculty members. The Student Government Association shall recommend two student members—for approval by the Vice President for Student Affairs/Dean of Students. Any act by a properly—constituted Committee, where at least five members (one of whom must be a student) of the—committee are present, shall be binding. The Presiding Officer of the Committee will be responsible—for all correspondence with a student that has submitted an appeal.

10 Scope Of Hearing

The focus of inquiry shall be the sanction imposed on a student accused of non-academic misconduct. The Committee will consider the information and arguments presented, make findings of facts on matters in dispute, and determine whether the student did engage in non-academic misconduct. The Committee will also hear all evidence and argument concerning extenuating circumstances that may affect decisions about the disciplinary sanction.

11 Appeal Hearing Procedures

- .1 Once a request for an appeal hearing has been received by the Vice President for Student Affairs/Dean of Students, the Committee on Student Conduct shall convene within fifteen (15) regular class days, excluding Intersession.
- .2 Written notification of a hearing must be distributed at least five (5) regular class days in advance of the hearing date, and should include:
 - (a) The authority for the hearing and the hearing body;
 - (b) Reference to the specific rule or rules involved;
 - (c) Date, time, nature, and place of the hearing;
 - (d) A brief factual statement of the charges.
- .3 Parties must provide a list of witnesses to be called in the hearing, along with the nature of their expected testimony, and a signed statement from each witness that he or she consents to be a witness. Parties must allow examination of any documents to be submitted in the hearing.
 - Failure to disclose such information in a reasonable and timely manner may be grounds for delaying the hearing and, in the case of repeated or egregious noncompliance, dismissing the case or declaring guilt by default. The University may adopt such other procedural rules as it deems necessary and proper to expedite hearings and promote fairness.
- .4 Hearings will be closed to the public and shall be confidential.
- .5 A student who fails to appear after proper notice will be deemed to have pled guilty to the charges against them.
- .6 The Vice President for Student Affairs/Dean of Students will be present to provide evidence and testimony and respond to questions involving the sanctions in question.
- .7 The Committee will elect a presiding officer. The presiding officer of each committee shall exercise control over the hearing to avoid needless consumption of time and to prevent harassment or intimidation.
- .8 Hearings shall be tape recorded.
- .9 At the beginning of the hearing, any party may challenge any Committee member, one at a time, on the grounds that he or she is unable to give the student a fair and impartial hearing. The remaining members of the hearing body shall decide the challenge by secret ballot. However, if the entire Committee is challenged, the entire Committee shall rule on the challenge.
- .10 Witnesses shall be asked to affirm that their testimony is truthful.

- .11 Prospective witnesses may be excluded from the hearing during the testimony of other witnesses.

 All parties and witnesses shall be excluded during Committee deliberations.
- .12 Formal rules of evidence shall not be applicable in these proceedings. The presiding officer shall give effect to the rules of confidentiality and privilege.
- .13 The Committee shall not receive or consider arguments about the legality of any provision under which a charge has been brought or the legality of the procedures under which the hearing is proceeding. Such questions should be presented in writing to the Vice President for Student Affairs/Dean of Students.
- .14 All parties shall have reasonable opportunity to question witnesses and present information and/or argument deemed relevant by the Committee.
- .15 Depending upon the gravity of the case, the Committee, at its discretion, may require the parties to submit written briefs and responses, including supporting documents, setting forth the respective positions dealing with all issues.
- .16 When the presiding officer has determined that all necessary information has been presented and questions answered, the Committee will go into closed session and all other persons will be excused. The Committee will determine whether the sanction(s) determined by the Vice-President for Student Affairs/Dean of Students Officer is reasonable. The Committee hearing will result in one of three recommendations:
 - (a) The Vice President for Student Affairs/Dean of Students' sanction is upheld; or
 - (b) The case be referred back to the Vice President for Student Affairs/Dean of Students for further investigation and factual determination, or
 - (c) The Vice President for Student Affairs/Dean of Students' sanction should be modified in accordance with the Committee's recommendation.
- .17 The Committee shall transmit its recommendation to the President within fifteen (15) regular class days of the conclusion of the appeal hearing. If it is the recommendation of the Committee to make changes to the sanction the Vice President/Dean has imposed, then both the original Vice President for Student Affairs/Dean of Students' recommendation and the recommendation of the Committee shall be forwarded to the President for final action. The recommendation shall be in writing and in the case of expulsion shall include findings of fact and conclusions of law, separately stated. Findings of fact shall be accompanied by a concise and explicit statement of the underlying facts supporting the findings. A copy of the order shall be delivered or mailed to each party and his/her attorney of record. For questions of procedures and/or rehearing, see the Oklahoma Administrative Procedures Act.
- 18 The President's decision shall be final.

TITLE 15 HEALTH RELATED POLICIES

1 Use Oof Tobacco

The Board of Regents has established a Tobacco Free Policy consistent with Governor Fallin's Executive Orders 2012-01 and 2013-43. All properties and facilities of Rogers State University are tobacco, electronic cigarette and vaping device-free.

In keeping with the University's intent to provide a safe and healthful work environment, the use of tobacco in any University facility is prohibited except in those locations that have been specifically designed for such use. It shall be the policy of Rogers State University that there shall be no use of tobacco in any building or within 25 ft. of any entrance to a building.

2 University Policy On Infectious Diseases

The purpose of this policy is to establish procedures to be followed when a University student is infected with a communicable disease. Such diseases include, but are not limited to, hepatitis, meningitis, mumps, AIDS, whooping cough, measles, diphtheria, chicken pox, and tuberculosis.

The University is committed to providing a <u>safe and healthy</u> working and learning environment free of health hazards—for its students. So long as medical evidence supports, with reasonable medical certainty, that a particular disease is not communicable by the casual contact normally found in the workplace or classroom, or through airborne transmittal, those areas will not be considered to be hazardous as a result of the presence of an infected student. Persons with communicable diseases shall not be excluded from enrollment or employment or restricted in their access to University facilities, programs or services unless a medically based judgment, in an individual case, establishes that exclusion or restriction is necessary for the health and safety of the infected individual or the health and safety of other members of the University community.

The University will comply with all federal and state laws applicable to students with communicable diseases.

The confidentiality of information regarding individuals infected with a communicable disease shall—be respected. As long as a student with a communicable disease is able to pursue his or her education within the established academic standards and medical evidence indicates that his or her condition is not a threat to themselves or others, the student is to be treated consistently with other students.

Students who know, or have reasonable basis for believing, that they have a communicable disease are encouraged to share that information with clinicians in the Student Health Center so that the University can respond appropriately to their health and educational needs. Faculty and staff who know, or have reasonable basis for believing, that they have a communicable disease are encouraged to share that information with their supervisor, health care provider, Human Resources, and Student Health Center, as appropriate, so the University can respond appropriately to their health and educational needs. Any such disclosure shall be treated by the recipient as strictly confidential and no further disclosure shall be made within or without the University unless such release is made pursuant to provisions of law that specifically authorize or require the release of such information or records.

Persons who know, or have reasonable basis for believing, that they have a communicable disease are expected to seek expert advice about their health circumstances and are obligated, ethically and legally, to conduct themselves responsibly in accordance with such knowledge for the protection of other members of the University community.

The Vice President for Student Affairs is responsible for advising the President's office of campus initiatives for addressing communicable diseases. The Vice President for Student Affairs, in concert with the Student Health Center Director, will work with other administrators, such as directors and department heads, to ensure that relevant information about communicable disease is available to all faculty, staff, and students and that more detailed information and personal consultation is available upon request.

Individuals who have knowledge of highly contagious diseases (e.g., meningitis, tuberculosis, SARS, etc.) shall notify the highest level administrator, who will initiate the communication cascade, which may include University officials and the Oklahoma State Health Department for evaluation, treatment, and preventive measures. The official University spokesperson on communicable disease shall be the President, or designee. All inquiries from the press, from elected public officials, or the public, in general, are to be referred to the University spokesperson.

No persons with a communicable disease shall, on the basis of such fact, be discriminated against in employment, admission, or other programs or services.

Discrimination against or harassment of the employee or student infected with a communicable disease is prohibited. The University will make educational materials on communicable diseases

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Student Code

available for students through the Office of Student Affairs.

Individuals with a communicable disease shall be required to inform the proper University personnel that they have a communicable disease. Failure to do so may cause a student to be administratively withdrawn from classes.

A student will inform the Vice President for Student Affairs/Dean of Students if he or she has been diagnosed as having a communicable disease. It will be the responsibility of the Vice President for Student Affairs/Dean of Students to notify the appropriate administrator(s) within the normal channel of communication of this situation. In the event the student is a minor and the minor's parents or legal—guardians are aware of the disease, the student's parents or legal guardians shall have a concomitant—duty to so inform the Vice President for Student Affairs/Dean of Students. The University shall—request from the student (or if the student is a minor, from the parents or legal—guardian of the minor),—a medical report from a licensed physician, which may be reviewed by a physician designated by the—University. The University reserves the right to request that the student be examined a second time by—a physician designated by the University. The medical report or medical evidence will be used to—assess each reported illness on a case—by—case basis.

Those evaluating the case will include the Vice President for Student Affairs/Dean of Students and appropriate administrative personnel, in conjunction with the student (the student's parents or legal guardians if the student is a minor) and, if requested by the student, the student's physician. A determination shall be made, based on medical evidence concerning the nature of the risk posed by the illness, the likely duration of the risk, the severity of the risk, and the probability that the disease will be transmitted and will cause varying degrees of harm. If, upon the request of the Vice President for Student Affairs/Dean of Students, the student refuses or otherwise fails to provide the medical report, the student will not be allowed to return to the University until such time as the medical report is provided. Should the illness persist, an updated medical report from a licensed physician shall be provided not less than every six (6) months as required by the University.

The student may be administratively withdrawn from classes if it is determined on the basis of medical evidence that his/her continued attendance poses an unacceptable risk to himself/herself or to others.

3 Policy Oon Alcohol & Substance Abuse

- .1 Rogers State University is committed to a program to prevent the abuse of alcohol and the illegal use of drugs and alcohol by its students. The University's program includes this policy, which prohibits illegal use of drugs and alcohol on Rogers State University property or as part of activities sponsored by Rogers State University.

 Under this policy, the possession and/or consumption of 3.2 beer or other alcoholic beverages is not allowed in or on the property (including the leased property) of Rogers State University. All students must abide by this policy as a condition of enrollment. Continued enrollment following—receipt of this policy constitutes acceptance of this policy by the student. The following policy is established to meet this intent and to ensure compliance with both the "Drug-Free Work Place Act—of 1988" (P.L. 100-690 Title V, Subtitle D) and the "Drug-Free Schools and Communities Act—Amendments of 1989" (P.L. 101-226).
- .2 Rogers State University strictly prohibits the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs and alcohol in the work place, on Rogers State University property, or as a part of Rogers State University-sponsored activities. Violations of applicable local, state, and federal laws may subject a student to a variety of legal sanctions, including, but not limited to, fines, incarceration, imprisonment, and/or

- community service requirements.
- .3 It is important to understand the very serious risks incurred through the use of drugs or the abuse of alcohol. A description of the health risks associated with the use of illicit drugs and the abuse of alcohol can be obtained from the Office of Student Health Center Affairs. Various treatment options, both on and off campus, are available to members of the University community who have problems with drugs or alcohol.
- .4 Rogers State University will impose disciplinary sanctions on students who unlawfully manufacture, distribute, possess, or use illegal drugs or alcohol on Rogers State University property, or as part of an event sanctioned or sponsored by the Rogers State University. Any violation of this policy can result in required participation in a substance abuse educational component, satisfactory completion of an approved drug or alcohol rehabilitation program, and/or disciplinary action up to and including suspension or expulsion from Rogers State University. Judicial action will be based on a preponderance of the evidence presented. A criminal conviction is not required for sanctions to be imposed upon an employee or student for violation of this policy.
- .5 The University will review this policy and program biennially to determine its effectiveness, to make needed changes, and to review the consistency of the policy's enforcement and the imposition of required sanctions. This policy shall be interpreted consistently with the Drug-Free Work Place Act of 1988 and the Drug-Free Schools and Communities Act Amendments of 1989.

4 Policy on Alcohol

- .1 ON CAMPUS: At no time will alcohol be served at student functions on campus. Alcohol and controlled substances are strictly prohibited in residential facilities. Strong disciplinary measures will be taken against students in possession of or who have consumed alcohol or a controlled substance on campus. Persons who are determined to be under the influence of alcohol or a controlled substance will be referred to the Director of Student Development for disciplinary action and/or may be subject to immediate arrest.
- .2 **OFF CAMPUS:** Alcohol related activity that occurs off campus may come under the jurisdiction of Student Affairs. Use, possession, service, or consumption of alcoholic beverages off the premises of the University campus may be considered violations of the Student Code of Conduct and these Health Related Policies. Additionally, the following behaviors constitute Code violations:
- 1. Excessive consumption of alcohol: When a student is unconscious, experiences a loss of control, has a high Blood Alcohol Concentration, and/or needs medical attention, a charge of Excessive Consumption of Alcohol may be assigned. This may be true even in cases where students were not charged with public drunkenness or disorderly conduct.
- 2. Furnishing alcohol to minors: A Code of Conduct violation occurs when a student serves alcohol to or purchases alcohol for those under the age of 21.
- 3. <u>Driving under the influence: A Code of Conduct violation occurs when a student is found to be operating a motor vehicle while legally intoxicated.</u>

Additionally, recognized student organizations must abide by all local, state and federal laws with regard to the use of alcoholic beverages, including those policies and procedures stated in this handbook and the current Student Organization Handbook. Alcoholic beverages may not be served to individuals under the age of 21 at functions organized by students or registered student organizations. Registered student organizations may not purchase alcohol using funds distributed by the University for the organization's use.

TITLE 16 UNIVERSITY POLICY PROHIBITING HAZING

The University reserves the right to take disciplinary action against individual students and/or groups involved in hazing activities. Such disciplinary action may be taken independently of state or local prosecutorial actions and regardless of the outcome of such prosecutorial actions. Hazing on the part of students, faculty, or staff is strictly forbidden, whether on or off campus.

Section 1190 of Title 21 of the Oklahoma Statutes reads as follows:

- 1 No student organization or any person associated with any organization sanctioned or authorized by the governing board of any public or private school or University of higher education in this state shall engage or participate in hazing.
- 2 Any hazing activity described in subsection F of this section upon which the initiation or admission into or affiliation with an organization sanctioned or authorized by a public or private school or by any University of higher education in this state is directly or indirectly conditioned shall be presumed to be a forced activity, even if the student willingly participated in such activity.
- 3 A copy of the policy or the rules and regulations of the public or private schools or Universities of higher education which prohibits hazing shall be made available to each student enrolled in the school or University and shall be deemed to be part of the bylaws of all organizations operating at the public school or the University of higher education.
- 4 Any organization sanctioned or authorized by the governing board of a public or private school or of a University of higher education in this state which violated subsection A of this section, upon conviction, shall be guilty of a misdemeanor, and may be punishable by a fine of not more than One Thousand Five Hundred Dollars (\$1,500.00) and the forfeit for a period of not less than one (1) year of all rights and privileges of being an organization organized or operating at the public or private school or at the University of higher education.
- 5 Any individual convicted of violating the provisions of subsection A of this section shall be guilty of a misdemeanor, and may be punishable by imprisonment for not to exceed ninety (90) days in the county jail, or by the imposition of a fine not to exceed Five Hundred Dollars (\$500.00), or by both such imprisonment and fine.
- 6 For purposes of this section:
 - .1 "Hazing" means an activity which recklessly or intentionally endangers the mental health or physical health or safety of a student for the purpose of initiation or admission into or affiliation with any organization operating subject to the sanction of the public or private school or of any University of higher education in this state;
 - .2 "Endanger the physical health" shall include but not be limited to any brutality of a physical nature, such as whipping, beating, branding, forced calisthenics, exposure to the elements, forced consumption of any food, alcoholic beverage as defined in Section 506 of Title 37 of the Oklahoma Statutes, low-point beer beverage as defined in Section 163.2 of Title 37 of the Oklahoma Statutes, drug, controlled dangerous substance, or other substance, or any other forced physical activity which could adversely affect the physical health or safety of the individual: and
 - .3 "Endanger the mental health" shall include any activity, except those activities authorized by law, which would subject the individual to extreme mental stress, such as prolonged sleep deprivation, forced prolonged exclusion from social contact, forced conduct which could result in extreme embarrassment or any other forced activity which could adversely affect the mental health or dignity of the individual.

TITLE 17 EQUAL OPPORTUNITY

Rogers State University and the Board of Regents of the University of Oklahoma, in compliance with the applicable provisions of Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Section 402 of the

Readjustment Assistance Act of 1974, the Americans With Disabilities Act and other federal and state laws and regulations do not discriminate on the basis of race, color, national origin, sex, gender identity, gender expression, age, religion, disability, political beliefs or status as a veteran in any of its policies, practices, or procedures. This includes but is not limited to admissions, employment, financial aid, and educational services.

TITLE 18 DISCRIMINATION POLICY

The University has a policy of internal adjudication in matters relating to alleged discrimination. Any faculty member, staff member, or student, including those on temporary or part-time status, who believes that he or she has been discriminated or retaliated against should file a complaint as provided under the Racial and Ethnic Harassment Policy. Any attempt to penalize or retaliate against a person for filing a complaint or participating in the investigation of a complaint of discrimination and/or harassment will be treated as a separate and distinct violation of University policy. Complaints should be filed with the University Equal Opportunity Officer (Vice President for Student Affairs, 201 Centennial Center, Claremore Campus, 918-343-7599). Employment and Benefits Office: Markham-Hall, 918-343-7886.

TITLE 19 EQUAL OPPORTUNITY GRIEVANCE PROCEDURE

1 Who May Use Procedure

The grievance procedure embodied herein shall be available to any person who, at the time of the acts complained of, was employed by, was an applicant for employment with, or was enrolled as a student at the University.

2 Filing of Complaint

This procedure applies to persons who have complaints alleging discrimination based upon race, color, national origin, sex, gender identity, gender expression, age, religion, disability, political beliefs, or status as a veteran or complaints alleging sexual harassment, or retaliation. Such persons may file their complaints in writing with the University Equal Opportunity Officer.

Complainants who exercise their right to use this procedure agree to accept its conditions as outlined. Where multiple issues exist (e.g., sexual harassment and violation of due process and or grade appeal), the complainant must specify all of the grounds of the grievance of which the complainant knows or should have reasonably known at the time of filing. A grievance filed under this procedure may normally not be filed under any other University grievance procedure. Depending on the nature of the issues involved, the complainant will be advised by the University Equal Opportunity Officer or his or her designee about the appropriate procedure(s) to utilize.

3 Timing of Complaint

Any complaint must be filed with the University Equal Opportunity Officer within 180 calendar days of the act of alleged discrimination, harassment, or retaliation. The University Equal Opportunity Officer may reasonably extend all other time periods.

TITLE 20 AFFIRMATIVE ACTION

The Affirmative Action Plan at the University serves to supplement the Regents' policy on equal opportunity as it pertains to employment, and it is an integral part of the employment policies of the Board. The principal objectives are:

- 1 to assure all persons equal opportunity for employment and advancement in employment regardless of race, religion, disability, color, political beliefs, national origin, sex, gender identity, gender expression, age, or status as a veteran;
- 2 to meet institutional responsibilities under the applicable provisions of the Civil Rights Act of 1964 and commitments as a federal contractor under Executive Order 11246 and Executive Order 11375:

3 to take positive actions in the recruitment, placement, development, and advancement of <u>diversity</u> women and <u>racial minority members</u> in University employment.

GENDER-BASED MISCONDUCT POLICY FOR STUDENTS

I. INTRODUCTION

Rogers State University ("University") is committed to fostering an environment that is free from gender-based discrimination and harassment, including sexual assault and all other forms of gender-based misconduct. The University recognizes its responsibility to increase awareness of such misconduct, prevent its occurrence, support victims, deal fairly and firmly with offenders, and diligently investigate reports of misconduct. In addressing issues of gender-based misconduct, all members of the University must come together to respect and care for one another in a manner consistent with our deeply held academic and community values.

The University complies with Title IX of the Higher Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities. This Policy and the accompanying Procedures are intended to ensure a safe and non-discriminatory educational environment and comply with Title IX and other applicable laws.

Gender-based misconduct comprises a broad range of behaviors focused on sex and/or gender that may or may not be sexual in nature. Sexual harassment, sexual assault, sexual exploitation, gender-based harassment, stalking, domestic violence, and dating violence are all forms of gender-based misconduct. Gender-based misconduct can occur between strangers or acquaintances, or people who know each other well, including between people involved in an intimate or sexual relationship. Gender-based misconduct can be committed by anyone regardless of gender identity, and it can occur between people of the same or different sex or gender. The University does not tolerate any form of gender-based misconduct, and all gender-based misconduct is prohibited by this Policy.

To further the goal of eliminating gender-based misconduct from its community, the University offers: (1) educational and preventative programs; (2) services for victims and others affected by gender-based misconduct; (3) accessible, prompt, and fair methods of investigation and resolution of reports of misconduct; and (4) protections designed to prevent against recurrence.

This Policy and the accompanying Procedures set forth how the University defines and addresses gender-based misconduct involving students. The Policy first specifies prohibited conduct. It then describes available resources and reporting options, and explains whether and to what extent interactions with various resources are confidential. Finally, the Policy discusses measures that may be available in particular cases to support and assist students. The Procedures spell out the investigation, hearing, the sanctioning process, and the affected students' rights in connection with the process.

The University is founded on the principles of free speech and academic freedom. These principles create a stimulating and challenging learning environment. They promote discourse on ideas. Accordingly, nothing in this policy shall be construed to inhibit or abridge these principles. This policy does not apply to curriculum or in any way prohibit or abridge the use of particular textbooks or curricular materials.

II. SCOPE OF THE POLICY AND PROCEDURES

This Policy governs gender-based misconduct involving students that: (1) occurs on any University

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campus or in connection with University programs or activities; (2) creates a hostile environment for University students; or (3) involves a respondent who is a current undergraduate, graduate, or professional student at the University. The Policy applies regardless of a person's gender, gender identity, gender expression, sexual orientation, age, race, nationality, class status, ability, religion, or other protected status.

The Procedures describe the investigation and disciplinary process that apply when the respondent is a current undergraduate, graduate, or professional student at the University, including students on leave. If the respondent is affiliated with the University but is not a University student, different procedures apply to the investigation and disciplinary process. If the respondent is a University employee, faculty, or other person doing business with the University, the investigation and disciplinary processes described in Personnel Policies and Procedures Manual apply.

Students are entitled to appropriate support from the University and to be treated with respect, dignity, and sensitivity in connection with all gender-based misconduct incidents. The University's Title IX Coordinator serves as the central point of contact for all University students affected by gender-based misconduct.

Note: While this Policy and the Procedures identify the University office or employee who will typically perform certain roles or duties, the University may designate other University offices or employees to perform any roles or duties described in the Policy or Procedures.

III. PROHIBITED CONDUCT

Gender-based misconduct comprises a broad range of behaviors focused on sex and/or gender that may or may not be sexual in nature. Any intercourse or other intentional sexual touching or activity without the other person's consent is sexual assault, which is a form of gender-based misconduct under this Policy. Sexual harassment, sexual exploitation, gender-based harassment, stalking, domestic violence, and dating violence are also forms of gender-based misconduct. Intimidation for one of these purposes is gender-based misconduct, as is retaliation following an incident of alleged gender-based misconduct or attempted gender-based misconduct. Misconduct can occur between strangers or acquaintances, or people who know each other well, including between people involved in an intimate or sexual relationship, can be committed by anyone regardless of gender identity, and can occur between people of the same or different sex or gender. This Policy prohibits all forms of gender-based misconduct.

A. Consent

Any non-consensual sexual activity is gender-based misconduct. Consensual sexual activity requires unambiguous communication and mutual agreement for the act in which the participants are involved. Sexual activity accompanied by coercion or force is not consensual. A person cannot give consent if he or she lacks the ability to make or understand the decision because of disability, lack of sleep, consumption of alcohol or drugs, or if he or she is unwillingly physically constrained. A sleeping or unconscious person cannot give consent. The use of alcohol or drugs does not justify or excuse gender-based misconduct and never makes someone at fault for experiencing gender-based misconduct.

B. Examples of Gender-Based Misconduct

Specific categories of gender-based misconduct and other important definitions used in this Policy are included in the Definitions section following the Procedures, along with scenarios

illustrating specific instances of gender-based misconduct. For purposes of illustration, the following list sets forth examples of conduct that could constitute gender-based misconduct under those definitions:

- Coercion for a date or a romantic or intimate relationship
- Unwelcome touching, kissing, hugging, or massaging
- Use of unwanted force in connection with sexual activity or attempted sexual activity
- Sexual contact with a person who has not clearly consented
- Unwelcome remarks about the private parts of a person's body
- Belittling remarks about a person's gender or sexual orientation based on genderstereotyping
- Videotaping or photographing of activity of a sexual or private nature without the consent of the person(s) being videotaped or photographed
- Obscene gestures of a sexual or gender-based nature
- Derogatory posters, graffiti, cartoons, calendars, drawings, pictures, or text, whether disseminated through hard copy or electronically through e-mail, the Internet, or other digital mediums to facilitate any of the behaviors listed above

IV. RESOURCES FOR STUDENTS

A. Immediate Assistance

The University encourages all students affected by gender-based misconduct to seek immediate assistance. Seeking assistance promptly may be important to ensure a student's physical safety or to obtain medical care or other support. It may also be necessary to preserve evidence, which can assist the University and/or law enforcement in responding effectively. Assistance is available 24 hours a day, seven days a week. The Resources list following the Procedures provides contact information for the campus and community resources available to help. University personnel will assist the student in notifying on-campus and/or local law enforcement if the student requests such assistance.

B. Confidentiality

The University values the privacy of its students, employees, and other community members. It wants all community members to seek the assistance they need without fear that the information they provide will be shared more broadly than they would like. Federal and state laws, however, impose reporting obligations on University personnel that, in some circumstances, can require certain personnel to share information from a report of gender-based misconduct with government authorities, University Public Safety or others at the University. The Campus and Community Resources included near the end of this policy offers a chart summarizing the confidentiality obligations of different categories of University personnel with respect to reports of gender-based misconduct.

Even when University employees have an obligation to report to others, which means their office is described as "non-confidential" under this Policy, they will protect and respect students' privacy to the greatest extent possible and share information only on a need-to-know basis. Any of the staff listed as Resources will be able to explain their reporting obligations in more detail.

C. Advocacy and Counseling Services and Healthcare Providers (Confidential)

The University provides confidential advocacy, crisis counseling, and limited medical services. Advocates, counselors, and healthcare providers can provide students with immediate and long-term help. Conversations with them are confidential, except as described in the Resources listing following the Procedures. They will listen, help access additional assistance, and explain options for obtaining additional support from the University and others. They can also arrange for medical care and accompany students, or arrange for someone to accompany students, to seek such care. Students may use these resources whether or not they decide to make an official report or participate in University disciplinary proceedings or the criminal process. These advocates, counselors, and healthcare providers are familiar with the University's disciplinary process, can explain what to expect, and provide support while disciplinary or criminal processes are pending. If a confidential resource person operates in another University capacity outside the scope of his/her confidential status, for example, a licensed professional counselor who also teaches University classes, and a student discloses an incident of gender-based misconduct to that individual while operating, in this example, as an instructor, that instructor will not be operating as a confidential employee and is obligated to report the alleged incident to the Title IX Coordinator.

D. Title IX Coordinator (Non-Confidential)

The University has designated a Title IX Coordinator ("Coordinator"), assisted by Deputy Title IX Coordinators, to support and provide assistance to students affected by gender-based misconduct. The Coordinator does not act as an advocate, but is a neutral resource available to all students. The Coordinator is responsible for referring students to available resources, offering appropriate protections, and supplying the Office of Student Affairs with relevant information for the disciplinary process. The Coordinator for the University is responsible for overseeing the University's response to Title IX reports and complaints, and identifying and addressing any patterns or systemic problems revealed by such reports and complaints. The Coordinator oversees the administration of this Policy and the Procedures in a neutral and equitable manner. The Coordinator can provide support and assistance immediately following an incident, throughout the investigation and disciplinary process, and throughout a student's time at the University. Contact information for the Coordinator is included below and in the Resources listing following the Procedures.

Katy Launius, M.Ed.
Director of Student Development & Title IX Coordinator
201G Centennial Center
1701 W. Will Rogers Blvd.
Claremore, OK 74017
918-343-7707
klaunius@rsu.edu

E. Law Enforcement (Non-Confidential)

Students may report gender-based misconduct to the Rogers State University Police Department [RSUPD], the Rogers County District Attorney's Office, or the local law enforcement agency in whose jurisdiction the misconduct occurred. The University and criminal justice system work independently from one another. Law enforcement authorities do not determine whether a violation of this Policy has occurred. RSUPD personnel and the other resources included in the Resources listing are familiar with Oklahoma State law enforcement processes and can explain what happens when gender-based sexual misconduct is reported to

law enforcement. Confidential support resources, the Coordinator, and RSUPD can explain how to report sexual assault and other forms of gender-based misconduct to law enforcement. Confidential support resources or RSUPD personnel will accompany any student requesting support to local law enforcement agencies or the District Attorney's Office. They cannot serve as a substitute for legal advice on these matters.

V. REPORTING GENDER-BASED MISCONDUCT

The University encourages students to report gender-based misconduct to the Coordinator as promptly as possible so that the University can investigate and respond effectively. Generally, once the Coordinator receives a report, it must investigate. Students may meet with the Coordinator to learn more about the process before making a report.

A. Submitting a Report

There are several avenues available for submitting a complaint or report:

- Leave a private voice message for the Coordinator;
- File a complaint or report on the form contained on the Title IX website;
- Send a private email to the Coordinator;
- Mail a letter to the Coordinator;
- Visit the Coordinator in person (it is best to make an appointment first to ensure availability).

The University also recognizes that students may be most comfortable disclosing gender-based misconduct to a University employee they know well, such as a faculty member, coach, or resident advisor. Any University employee (other than the confidential resources identified in the Resources listing) who receives a report is required to inform the Coordinator about the incident.

If there is a gender-based misconduct complaint about the Coordinator or any staff member that is part of administering this Policy, or if the Coordinator or Deputy Coordinators have a complaint, that complaint should be filed with the President of the University. The President will appoint another trained individual to take the place of the Coordinator for purposes of the complaint.

Additionally, the Coordinator accepts anonymous and third-party reports of conduct alleged to violate this Policy and will follow up on such reports. The individual making the report is encouraged to provide as much detailed information as possible to allow the Coordinator to investigate and respond as appropriate. The Coordinator may be limited in the ability to investigate an anonymous report unless sufficient information is furnished to enable the Coordinator to conduct a meaningful and fair investigation.

If someone is in immediate danger or needs immediate medical attention, the first place to report is 911. You may also report to RSUPD (918-343-7624) or to the local law enforcement agency where the misconduct occurred. Some forms of discrimination and harassment may also be crimes. Calling local law enforcement can help obtain emergency and nonemergency medical care; get immediate law enforcement response for your protection; understand how to provide assistance in a situation that may escalate to more severe criminal behavior; arrange a meeting with victim advocate services; find counseling and support; initiate a criminal investigation; and answer questions about the criminal process.

misconduct, whether from a student, other member of the community or an anonymous source.

B. Requesting Confidentiality in Connection with a Report to the University

A complainant may report gender-based misconduct to the Coordinator and request that his or her identity not be disclosed to anyone else, including the person who allegedly committed the misconduct. Before a student reveals information, University employees will try to ensure that the student understands the employee's reporting obligations—and, if the student wishes to maintain confidentiality, direct the student to confidential resources. A student may choose to make a full report or request confidentiality as he or she determines.

A request for confidentiality may limit the University's ability to investigate and respond to the reported misconduct. The Coordinator will consider the request in light of the University's commitment to provide a safe and non-discriminatory environment for all students and will honor the request whenever possible. The Coordinator will promptly notify the complainant whether the request will be honored.

Whether or not the University is able to grant a request to keep the complainant's identity confidential, University personnel will reveal information about investigations and disciplinary proceedings related to gender-based misconduct only to those who need to know in order to carry out their duties and responsibilities. In all cases, the University will take appropriate steps designed to mitigate the effects of the alleged gender-based misconduct, prevent its recurrence, and make accommodations for the students involved. This may include academic, residential, and work accommodations, increased monitoring, supervision, or security at locations or in connection with activities where the alleged misconduct occurred, and training and educational materials for the campus community. If there is reason for concern about possible retaliation or harm, the University will take protective measures in consultation with the affected students.

C. Time for Reporting

The University does not limit the time for submitting a report of gender-based misconduct. However, the University's ability to investigate and respond effectively may be reduced with the passage of time.

D. Unknown/Non-University Offenders

The University will investigate reports of incidents affecting University students that are committed by individuals who are not members of the University community or whose identity is not known to the extent it is able, and take appropriate actions designed to protect affected students and others in the University community. In addition, the Coordinator will assist students in identifying appropriate campus and other resources.

VI. IMMEDIATE ACTION AND INTERMEDIATE MEASURES AFTER A REPORT

The Coordinator will work with all students affected by gender-based misconduct to ensure their safety and promote their well-being. Sometimes this assistance will take the form of immediate actions or intermediate measures to support or protect a student in the aftermath of an incident and while an investigation or a disciplinary action is pending. Following a report of an incident, the Coordinator will provide written notice to the complainant and respondent of the accommodations that may be available. Students may request accommodations even in cases where a complainant has requested that no investigation be undertaken or the complainant or respondent has declined to

participate in University disciplinary proceedings or the criminal process. The Coordinator will evaluate any request for accommodations in light of the circumstances and information available at the time. The University will provide information about the accommodations only to those who need to know in order to make them effective.

Under appropriate circumstances, immediate actions or intermediate measures may include:

- Moving a student's residence
- Adjusting a student's work schedule for University employment
- Changing a student's academic schedule
- Changing a student's transportation arrangements
- Allowing a student to withdraw from or retake a class without penalty
- Providing access to tutoring or other academic support
- Issuing a "no contact" order

Failure to comply with accommodations is a violation of University policy and may lead to additional disciplinary action.

The Coordinator will also assist students seeking accommodations for a disability in connection with the process of reporting or responding to an incident of gender-based misconduct by working with the appropriate disability services representatives.

Outside of the University, a complainant may also be entitled to obtain remedies under applicable law, such as a judicial restraining order. The University can assist in contacting law enforcement or legal service organizations to learn about these remedies.

VII. ANTI-RETALIATION/ANTI-INTIMIDATION POLICY

The University strictly prohibits retaliation against and intimidation of any person because of his or her reporting of an incident of gender-based misconduct or involvement in the University's response. The University will take strong disciplinary action in response to any retaliation or intimidation. The University will pursue such discipline through the applicable student conduct policy or other disciplinary process and follow the applicable time frames within such policies or processes.

VIII. INVESTIGATION

The Coordinator will inform the complainant before starting an investigation. The complainant may request that an investigation not be undertaken. The Coordinator will consider such a request in light of the University's commitment to provide a safe and non-discriminatory environment for all students. If the Coordinator determines not to investigate, it will notify the complainant in writing, including that the determination was made at the complainant's request. At the complainant's request, the Coordinator will also notify the respondent in writing, including that the complainant asked the University not to investigate.

If an investigation proceeds, the University will notify the respondent in writing that a report has been filed. The notice will describe the allegations in the report. The complainant and respondent will be given the opportunity to meet separately with investigators to review the Policy and these Procedures.

The University's process for responding to, investigating, and adjudicating gender-based misconduct reports will continue during any law enforcement proceeding. The Coordinator may need to temporarily delay an investigation while the police are gathering evidence but it will resume the investigation after it learns that the police department has completed its evidence-gathering and will

generally not wait for the conclusion of any related criminal proceeding.

An investigator (or team of investigators) will interview the complainant, respondent, and any witnesses. The investigator will also gather pertinent documentary materials (if any) and other information. The investigator will follow the protocols set forth below:

- Preserving Evidence. The investigator will direct the complainant, respondent, witnesses, and other interested individuals to preserve any relevant evidence.
- Character Witnesses. The investigator will not interview witnesses whose sole purpose is to provide character information.
- Romantic or Sexual History in Sexual Assault Cases. The investigator will not consider information concerning the romantic or sexual history of either the complainant or the respondent, except from either the complainant or respondent regarding their shared sexual history. If either offers such information, the other will have the right to respond.
- Prior Conduct Violations. The investigator will not consider the respondent's prior conduct violations, unless the Coordinator or the respondent's school provides information because:
 - o The respondent was previously found to be responsible, and
 - o The previous incident was substantially similar to the present allegation(s) and/or the information indicates a pattern of behavior by the respondent.

The investigator will prepare a report detailing the relevant content from the interviews and the documentation gathered. The report will include the investigator's assessment of individual credibility and recommended findings of responsibility.

The respondent and complainant will each have the opportunity to review a copy of the investigative report and any other information that will be used during the disciplinary proceedings. The names and other identifying information of other students will be redacted from such materials in accordance with the Family Educational Rights and Privacy Act (FERPA), except to the extent that doing so would interfere with the purpose of Title IX to eliminate sex-based discrimination. The Coordinator will supervise this review and ensure that reasonable time is afforded for review prior to a hearing, if one is necessary.

Investigators will generally initiate the investigation within five working days of receiving the complaint. The University will endeavor to complete investigation within 30 working days. Availability of witnesses, timing of complaint, criminal investigations, and other factors may require that the investigation take longer than 30 days. However, barring extraordinary circumstance, an investigation shall not last longer than 60 days.

IX. RIGHTS OF THE COMPLAINANT AND RESPONDENT

To provide accessible, prompt, and fair methods of investigation and resolution of incidents of student gender-based misconduct, the University has developed a process for investigation and adjudication of misconduct reports. Throughout this process, both the complainant and respondent have the following rights:

- To respect, dignity, and sensitivity.
- To appropriate support from the University.
- To privacy to the extent possible consistent with applicable law and University policy.
- To information about the University's Gender-Based Misconduct Policy for Students.

- To the presence of an advisor throughout the process.
- To participate or to decline to participate in the investigation or hearing panel process. A decision to refrain from participating in the process either wholly or in part will not prevent the process from proceeding with the information available.
- To a prompt and thorough investigation of the allegations.
- To adequate time to review documents following the investigation.
- To adequate time to prepare for a hearing.
- To an opportunity to challenge investigator(s) or hearing panel member(s) for a possible conflict of interest.
- To refrain from making self-incriminating statements.
- To appeal the decision made by the hearing panel and any sanctions.
- To notification, in writing, of the case resolution, including the outcome of any appeal.
- To report the incident to law enforcement at any time.
- To understand that information collected in the process may be subpoenaed in criminal or civil proceedings.

A. Notice

The Coordinator will give the complainant and respondent, respectively, a written explanation of their rights and options, and any available accommodations, as soon as possible after an incident is reported. The Coordinator will also ensure that both the complainant and respondent are updated throughout the investigative process, including with timely notice of meetings where either or both the complainant and the respondent may be present. More specifically, the complainant and respondent will simultaneously be given the following written notices:

- Conclusion of the Investigation
 - Notice of an opportunity to review with the Coordinator the investigative report and any other information that will be used in the disciplinary proceedings, consistent with federal law governing the privacy of student information.
- Administrative Resolution
 - Notice of whether the respondent accepts responsibility for violating the Policy.
- Hearing Panel
 - o Notice of the date and time of any hearing and list of hearing panel members.
 - Notice of the hearing panel's finding of "responsible" or "not responsible,"
 along with the rationale for the outcome. This notice will include an explanation of the University's appeals process.
- Sanctioning
 - Notice of the sanctions imposed and the reasons for the sanctions. The complainant's notification will only include sanctions that apply directly to the complainant. This notice will include an explanation of the University's appeals process.
- Appeals Process
 - o Notice of whether an appeal has been filed.
 - Notice of whether the responsibility determination or sanctions have been modified.
 - o Notice when the responsibility determination and sanctions become final.

B. Privacy

The University will reveal information about its investigations and adjudication of gender-based misconduct only to those who need to know the information in order to carry out their duties and responsibilities. It will inform all individuals participating in an investigation, proceeding, or hearing that they are expected to maintain the privacy of the process. This does not prohibit either a complainant or respondent from obtaining the assistance of family members, counselors, therapists, clergy, doctors, attorneys, or similar resources.

C. Advisors

The complainant and respondent, respectively, may be accompanied to any meeting or hearing related to an incident of misconduct by the advisor of their choice. Advisors may support the student and provide advice about the investigation and disciplinary process. During meetings and hearings, the advisor may talk quietly with the student or pass notes in a non-disruptive manner. The advisor may not intervene in a meeting or hearing or address the investigator or hearing panel, including by questioning witnesses or making objections. If a complainant or respondent desires to have an attorney serve as his or her advisor, the complainant or respondent may do so at their own cost.

D. Declining to Participate

A complainant and/or respondent may decline to participate in the investigative or disciplinary process. The University may continue the process without the complainant's and/or respondent's participation. In most cases, a refusal to participate in the investigative process will preclude a complainant or respondent from participating before the hearing panel.

E. Conflicts of Interest

The University requires any individual participating in the investigation, hearing process, sanctioning or appeal determinations to disclose to the Coordinator any potential or actual conflict of interest. If a complainant or respondent believes that any individual involved in the process has a conflict of interest, he or she may make a request to the Coordinator that the individual not participate. A complainant or respondent who believes that a member of a hearing panel has a conflict of interest must submit this written request to the Coordinator within three days after notification of the panel's membership. Any request should include a description of the conflict. If the Coordinator determines that a conflict of interest exists, the University will take steps to address the conflict in order to ensure an impartial process.

X. RESOLUTION

If a complainant chooses to file a complaint, there are two avenues for resolution of an alleged Policy Violation: formal and informal resolution. The complainant may have the option to proceed with informal resolution. In cases involving allegations of sexual assault, informal resolution is not appropriate, even if both the complainant and respondent indicate a preference for informal resolution.

A. Informal resolution

If the complainant, the respondent, and the Coordinator agree that an informal resolution should be pursued, the Coordinator, or her/his designee shall attempt to facilitate a resolution

of the conflict that is agreeable to all parties. Informal resolution can take place during the investigation or after its conclusion. If an investigation is not complete, the complainant or respondent always has the option to request that the investigation be completed. The Coordinator also has the discretion to complete the investigation. At any time during informal resolution, the complainant, the respondent, or the Coordinator wishes to cease the informal process and to proceed through formal grievance procedures, the formal process outlined below will be invoked.

Informal resolution must adequately address the concerns of the complainant, the rights of the respondent, and the overall intent of the University to stop, remedy, and prevent gender-based misconduct. Informal resolution might include, but is not limited to, providing training to the respondent or a group of students and/or employees with which the respondent affiliates; having an informal discussion with an individual whose conduct, if not stopped, could rise to the level of discrimination, or hostile environment harassment; or having a confidential conversation with a supervisor or instructor.

If, based on the information known about the incident, the Coordinator believes informal resolution is possible, the Coordinator will speak with the complainant. If the complainant agrees, the Coordinator will then speak with the respondent. If both complainant and respondent are satisfied with a proposed resolution and the Coordinator believes the resolution satisfies the University's obligation to provide a safe and non-discriminatory environment for all students, the resolution will be implemented, the disciplinary process will be concluded and the matter will be closed. If these efforts are unsuccessful, the disciplinary process will continue.

A student may also request mediation from the Coordinator at any stage of the process. Mediation differs from the informal resolution discussed above in that a third-party will listen to complainant and respondent and determine the appropriate resolution. The complainant and respondent will be asked not to contact each other to discuss mediation. Mediation will be used only with the consent of both the complainant and respondent, and either has the right to terminate the mediation process and resume the regular disciplinary process at any time. If the mediation results in a resolution, the disciplinary process will be concluded and the matter will be closed. If a resolution cannot be reached, the disciplinary process will proceed. The University will not use mediation for cases involving allegations of sexual assault.

B. Formal resolution

After concluding the investigation and if informal resolution is not warranted, successful, or abandoned, the Coordinator will determine whether there is a preponderance of the evidence to believe that an individual engaged in gender-based misconduct. This means that the complainant is presumed not to have engaged in alleged conduct unless a "preponderance of the evidence" supports a finding that the conduct has occurred. This "preponderance of the evidence" standard means that it is probably more true than not true that respondent engaged in the conduct at issue. This finding will be documented in the final investigation report. Alternatively, a respondent might take responsibility for a gender-based misconduct violation during the investigation, which would also be noted in the final investigation report.

The complainant and respondent will have five working days to review the investigative report and related materials once they are notified of its completion. If the respondent accepted responsibility during the investigation phase, the matter will proceed to the sanctions

stage (see section IX) via a Hearing Panel ("Panel"), followed by any appeals. If the respondent declined responsibility during the investigation, or chose not to respond, but the Coordinator determines that the preponderance of evidence supports a violation, the University will then convene a panel which will uphold or reverse the finding, and assign sanctions if the finding is upheld. If the Coordinator does not determine that a violation occurred, the complainant may elect to appeal the decision, at which time the University will convene a panel to uphold or reverse the finding, and assign sanctions if the finding is reversed.

Provided the panel is not simply convening to determine sanctions, during the hearing process--which is detailed below--the panel will ask the respondent to respond to the alleged violation(s) in one of the following ways: 1) Responsible; 2) Not Responsible; or 3) No Response. If the respondent declines responsibility, or chooses not to respond, the panel will render a decision based on the preponderance of the evidence. If the panel finds the respondent responsible for the violation(s), it will assign sanctions to the respondent which it deems appropriate. In addition, the panel will determine steps to take to prevent recurrence of any such violation, and as appropriate, remedies for the complainant.

The respondent or complainant may appeal (see section XII) the findings of the panel and/or the included sanctions, steps to take to prevent recurrence of any such violation, and as appropriate, remedies for the complainant. Any appeal must be filed with the Vice President for Student Affairs within five working days of receiving written notice of the panel's final decision.

If neither the complainant nor respondent contests the panel's decision, it is understood that the parties have accepted the final investigation report and/or the panel's decision, including the finding related to responsibility, sanctions, steps to take to prevent recurrence of any such violation, and any remedies for the complainant.

Appointed by the Vice President for Student Affairs, the hearing panel will consist of three members drawn from the pool of full-time University employees. All panelists will receive training at least once a year. Training will include topics about how the adjudicatory process works, determining credibility of witnesses, weighing evidence, sanctions, and other topics ensuring that the due process rights of all individuals involved are protected. The complainant and respondent will be informed of the panel's membership before the hearing process begins. The panel will hold a hearing within 5 working days of receiving the investigative report following review by the complainant and respondent.

C. Hearing Process

i. Pre-Hearing

The hearing panel shall be provided with a copy of the final investigation report and any pertinent information or evidence used or relied up during the investigation. Both the complainant and respondent will have the opportunity to submit written responses to the final investigation report and other relevant information to the hearing panel. Both the complainant and respondent will have the opportunity to review any written submissions by the other. The hearing panel may set reasonable parameters for these written submissions. The hearing panel will review the investigation report and written submissions. Timing for the written submissions will

be determined by the hearing panel, but in all cases written submission must be submitted to the hearing panel five days before the hearing date.

At any time within five days of the hearing, the panel may determine whether the evidence presented is complete or additional investigation is required. In such cases, the panel shall notify the Coordinator to address the panel's determination and/or conduct additional investigations.

ii. Hearing

The hearing is a closed proceeding, meaning that no one other than the panel members, the complainant and respondent, their respective advisors, witnesses (when called), and necessary University personnel may be present in the hearing room or rooms during the proceeding. The Coordinator will work with other University personnel so that any student whose presence is required may participate in the hearing.

In general, hearings will proceed as follows:

- Investigator statement and report
- Complainant statement
- Respondent statement
- Questions to the complainant by the hearing panel
- Questions to the respondent by the hearing panel
- Witness testimony and questioning by the hearing panel (if called by panel)
- Questions to the investigator by the hearing panel
- Closing statement by complainant
- Closing statement by respondent

The panel may set reasonable time limits for any part of the hearing. Both the complainant and respondent will have the opportunity to present witnesses and other information consistent with these Procedures. The panel may determine the relevance of, place restrictions on, or exclude any witnesses or information. The panel may also call other student and employee witnesses to testify and obtain other evidence held by the University or any student or University employee.

If the complainant and/or respondent are not able to be present for the hearing panel, arrangements will be made for participation via alternate means. In cases where either the complainant or respondent opts not to participate in the hearing, the panel may still hear from the other.

Additional hearing rules include:

- Testimony via Video Conference. Only the person testifying (and that person's advisor, if applicable) is in the hearing room during his or her testimony. Each of the complainant and respondent is able to view testimony from a separate, private room via video conference.
- Questioning. Only the panel may ask questions of the complainant and respondent and any witnesses. Before the hearing, both the complainant and respondent will

have the opportunity to suggest questions of the other and of witnesses by submitting suggested questions to the panel in writing. The panel may revise or not ask any or all submitted questions.

- Information Regarding Romantic or Sexual History. The panel will not consider the romantic or sexual history of either the complainant or respondent in cases involving allegations of gender-based misconduct, except for testimony offered by one or the other about the complainant and respondent's shared sexual history that the panel deems relevant. If such information is offered by the complainant or respondent, the other has the right to respond. The existence of a prior consensual dating or sexual relationship between the complainant and respondent by itself does not support an inference of consent to alleged gender-based misconduct.
- Prior Conduct Violations. The hearing panel will not consider the respondent's prior conduct violations, unless it relied on the information because the respondent was found to be responsible for a previous incident substantially similar to the present allegation(s) and/or the information indicates a pattern of behavior by the respondent.
- Recording. The University will keep a recording (audio, video, or stenographic) of the hearing.
- Cell Phones and Recording Devices. Cell phones and recording devices may not be used in the hearing room(s) unless approved by the panel in advance.

iii. Standard of Proof

The panel will use "preponderance of the evidence" as the standard of proof to determine whether a violation of the Policy occurred. "Preponderance of the evidence" means that a panel must be convinced based on the information it considers that it is probably more true than not true that the respondent engaged in the conduct at issue. The panel shall also determine sanctions, steps to take to prevent recurrence of any such violation, and as appropriate, remedies for the complainant.

The panel will find a student responsible, or not responsible, based on a majority vote. The panel will generally render a decision within two working days after the conclusion of a hearing. The panel's decision will include an explanation of the basis for the decision.

The panel may approve, overturn, or modify any part of the final investigation report. However, the panel may only overturn or modify the final investigation report if it finds that (1) there was exhibited unfair bias which influenced the result of the investigation; (2) a thorough investigation was not conducted; (3) a conflict of interest exists; or (4) that the issued findings and/or intermediate measures would result in substantial injustice.

iv. Final Decision

Within two working days of the conclusion of the hearing the panel will submit a decision in writing to the parties, the Coordinator, and the Vice President for

Student Affairs. The final decision will contain the following:

- Specific factual findings;
- Specific references to the portion(s) of the policy(ies) alleged to have been violated; and
- Sanctions, steps to take to prevent recurrence of any such violation, and as appropriate, remedies for the complainant.

XI. SANCTIONS, REMEDIES FOR COMPLAINTANT, AND ADDITIONAL MEASURES

Any sanctions that are imposed will be:

- Fair and appropriate given the facts of the particular case;
- Consistent with the University's handling of similar cases;
- Adequate to protect the safety of the campus community; and
- Reflective of the seriousness of gender-based misconduct.

In determining sanctions the following relevant factors, if applicable, should be considered:

- the specific gender-based misconduct at issue (such as penetration, touching under clothing, touching over clothing, unauthorized recording, etc.);
- the circumstances accompanying the lack of consent (such as force, threat, coercion, intentional incapacitation, etc.);
- the respondent's state of mind (intentional, knowing, bias-motivated, reckless, negligent, etc.);
- the impact of the offense on the complainant;
- the respondent's prior disciplinary history;
- the safety of the University community; and
- the respondent's conduct during the disciplinary process.

The University may impose any one or more of the following sanctions on a student determined to have engaged in gender-based misconduct:

- Reprimand/warning (not available in cases of sexual assault)
- Changing the respondent's academic schedule
- Disciplinary probation
- Revocation of honors or awards
- Restricting access to University facilities or activities (including student activities and campus organizations)
- Community service
- Issuing a "no contact" order to the respondent or requiring that such an order remain in place
- Moving the respondent's residence
- Dismissal or restriction from University employment
- Removal from student housing
- Suspension (limited time or indefinite)
- Expulsion

In addition to any other sanction (except where the sanction is expulsion), the University will require any student determined to be responsible for a violation of the Policy to receive appropriate education and/or training related to the gender-based misconduct violation at issue. The University may also recommend counseling or other support services for the student.

Regardless of the outcome of any investigation or hearing, a complainant may request ongoing or additional accommodations or remedies. Potential ongoing accommodations include:

- Providing an escort for the complainant
- Moving the complainant's residence
- Changing the complainant's academic schedule
- Adjusting the complainant's work schedule
- Allowing the complainant to withdraw from or retake a class without penalty
- Providing access to tutoring or other academic support, such as extra time to complete or retake a class

In all cases or outcomes, the University may also determine that additional measures are appropriate to respond to the effects of the incident on the University community. Additional responses for the benefit of the University community may include:

- Increased monitoring, supervision, or security at locations or activities where the misconduct occurred
- Additional training and educational materials for students and employees
- Revision of the University's policies relating to gender-based misconduct
- Climate surveys regarding gender-based misconduct

XII. FINAL APPEAL

Either the respondent or the complainant or both may appeal the hearing panel's final decision. Appeals are decided by the Vice President for Student Affairs ("VPSA"). Appeals are limited to the following:

- A procedural errors during the hearing or investigation;
- New information that was not available at the time of the investigation or hearing and that may change the determination or sanction; and
- Excessiveness or insufficiency of the sanction.

Disagreement with the finding or sanctions is not, by itself, grounds for appeals.

The appealing student must submit the appeal in writing to the VPSA within five working days after receiving the final decision. If either the complainant or respondent submits an appeal, the VPSA will notify the other that an appeal has been filed and the grounds of the appeal. The non-appealing student may submit a written response within five days after notice of an appeal.

If the VPSA concludes that a change in the final decision is warranted, the VPSA may enter a revised determination, reconvene the panel to reconsider the determination, or return the matter for additional investigation. The VPSA may also change the sanction. If both the complainant and respondent appeal, the appeals will be considered concurrently. The VPSA will notify both parties in writing of the appeals decision. Appeals decisions will be rendered within three working days after the receipt of the written appeal. All appeal decisions are final.

XIII. TIMEFRAMES

The University may extend any time frame identified herein for good cause, with a written explanation to the complainant and respondent. Any time frame identified is subject to extension if

the details of a case warrant, students and witnesses are unavailable, or the time of the academic year warrants (for example, during breaks, study periods, or final exams).

XIV. DISCLOSURE AND REPORTING OF CRIME AND DISCIPLINARY STATISTICS

Disciplinary proceedings conducted by the University are subject to the Family Educational Records and Privacy Act (FERPA), a federal law governing the privacy of student information. FERPA generally limits disclosure of student information outside the University without the student's consent, but it does provide for release of student disciplinary information without a student's consent in certain circumstances.

Any information gathered in the course of an investigation may be subpoenaed by law enforcement authorities as part of a parallel investigation into the same conduct, or required to be produced through other compulsory legal process.

A federal law called the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act") requires the University to record and report certain information about campus safety, including the number of incidents of certain crimes on or near campus, some of which constitute gender-based misconduct under this Policy. As described in the chart in the Resources listing following the Procedures, many employees who receive reports of gender-based misconduct are required by the Clery Act to notify RSUPD about such incidents for statistical reporting purposes. These notifications may include the classification and location of the reported crime but do not identify the students involved. The Clery Act also requires the University to issue a "timely warning" when it receives a report of certain crimes that pose a serious or continuing threat.

XV. RELATED ALCOHOL AND DRUG VIOLATIONS

Sometimes students may be reluctant to report instances of gender-based misconduct because they fear being charged with University alcohol or drug policy violations. The University encourages students to report all instances of gender-based misconduct and will take into consideration the importance of reporting gender-based misconduct in addressing violations of the University's alcohol and drug policies. This means that, whenever possible, the University will respond educationally rather than punitively to student alcohol or drug policy violations associated with reported gender-based misconduct.

XVI. PUBLIC AWARENESS EVENTS

The University supports public awareness events, including candlelight vigils, protests, survivor speak outs, and other forums. These activities help inform the need for campus-wide education and prevention efforts. The disclosure of incidents of gender-based misconduct at such events is not considered a report to the University for purposes of triggering an investigation of a particular incident.

XVII. RISK REDUCTION TIPS

Risk reduction tips can often take a victim-blaming tone, even unintentionally. With no intention to blame victims, and with recognition that only those who commit sexual violence are responsible for those actions, these suggestions may nevertheless help you reduce your risk of experiencing a non-consensual sexual act.

• Make your limits known as early as possible.

- Be aware of your alcohol intake. Take affirmative responsibility for your alcohol intake/drug use and acknowledge that alcohol/drugs lower your sexual inhibitions and may make you vulnerable to someone who views a drunk or high person as a sexual opportunity.
- Take care of your friends or colleagues and ask that they take care of you.

If you find yourself in the position of being the initiator of sexual behavior, you owe sexual respect to your potential partner. These suggestions may help you reduce your risk for being accused of sexual misconduct:

- Clearly communicate your intentions to your sexual partner and give them a chance to clearly relate their intentions to you.
- <u>Understand and respect personal boundaries.</u>
- DON'T MAKE ASSUMPTIONS about consent; about someone's sexual availability; about whether they are attracted to you; about how far you can go; or about whether they are physically and/or mentally able to consent. If there are any questions or ambiguity, then you DO NOT have consent.
- Mixed messages from your partner are a clear indication that you should stop, defuse any sexual tension and communicate better. You may be misreading them. You must respect the timeline for sexual behaviors with which they are comfortable.
- Don't take advantage of someone's drunkenness or drugged state, even if they did it to themselves.
- Realize that your potential partner could be intimidated by you, or fearful. You may have a power advantage simply because of your gender or size. Don't abuse that power.
- Understand that consent to one form of sexual behavior does not automatically imply consent to other forms of sexual behavior.
- Silence and passivity cannot be interpreted as an indication of consent. Read your potential partner carefully, paying attention to verbal and non-verbal communication and body language.

XVIII. BYSTANDER INTERVENTION

If you witness a policy violation, or behaviors that may lead to a policy violation, there are a variety of things you can do as a bystander:

- Divert the intended victim (e.g. "help me out of here; I don't feel well")
- Distract the perpetrator (e.g. "looks like your car is being towed")
- Confront the perpetrator (e.g. "don't speak to him/her in that manner; you are going to get yourself into trouble")
- Call for law enforcement assistance
 - Emergencies-911
 - Non-emergencies-918-343-7624

XIX. CAMPUS AND COMMUNITY RESOURCES

Rogers State University Resources Title IX Coordinator	Contact Information Katy Launius, M.Ed. Director of Student Development & Title IX Coordinator 201G Centennial Center 1701 W. Will Rogers Blvd. Claremore, OK 74017 918-343-7707 klaunius@rsu.edu	Confidentiality* Non-Confidential
Campus Police (Claremore Campus)	Gary Boegermann, Director Campus Police 1701 Will Rogers Blvd. Claremore, OK 74017 918-343-7624	Non-Confidential
Campus Police (Bartlesville Campus)	(First floor across from Admissions) 401 S. Dewey Ave. Bartlesville, OK 74003 918-338-8020 918-440-9479 (cell)	Non-Confidential
Campus Police (Pryor Campus)	Room 104 2155 Hwy 69A Pryor, OK 74361 918-825-6034 918-373-0357 (cell)	Non-Confidential
Counseling Services (Claremore Campus)	Centennial Center 201H 1701 W. Will Rogers Blvd. Claremore, OK 74017 918-343-7845 Aschroyer@rsu.edu	Confidential
Counseling Services (Bartlesville Campus)	Room 106 401 S. Dewey Ave. Bartlesville, OK 74003 918-338-8021 Nphillip@rsu.edu	Confidential
Counseling Services (Pryor Campus)	Centennial Center 201H 1701 W. Will Rogers Blvd. Claremore, OK 74017 918-343-7845 Aschroyer@rsu.edu	Confidential

Student Health Center (Claremore)	Health Sciences Building 164 1701 W. Will Rogers Blvd. Claremore, OK 74017 918-343-7614 Lmartin@rsu.edu	Confidential
Community Resources Claremore Police Department	Contact Information 918-341-1212	Confidentiality* Non-Confidential
Bartlesville Police Department	918-338-4282	Non-Confidential
Pryor Police Department	918-825-1212	Non-Confidential
Rogers County Sheriff's Department	918-923-4755	Non-Confidential
Washington County Sheriff's	918-337-2802	Non-Confidential
<u>Department</u> <u>Mayes County Sheriff's Department</u>	918-825-3535	Non-Confidential
Rogers County District Attorney	918-923-4960	Non-Confidential
Washington County District Attorney	918-337-2860	Non-Confidential
Mayes County District Attorney	918-825-2171	Non-Confidential
DVIS Call Rape Helpline	918-749-5763	Confidential
Hillcrest Hospital Claremore	1202 N. Muskogee Pl. Claremore, OK 74017 918-341-2556	Confidential
Integris Mayes County Medical Center	111 N. Bailey St. Pryor, OK 74361 918-825-1600	Confidential
Jane Phillips Medical Center	3500 SE. Frank Phillips Blvd. Bartlesville, OK 74006 918-333-7200	Confidential
Safenet Services – Rogers County	1219 W. Dupont Claremore, OK 74017 918-341-1424	Confidential
Safenet Services – Mayes County	19 N. Coo-Y-Yah Pryor, OK 74361 918-825-0190	Confidential
Rogers State University	70	Student Code

Family Crisis & Counseling Center,	622 SE Frank Phillips	Confidential
<u>Inc.</u>	Bartlesville, OK 74003	
	<u>918-336-1188</u>	
Grand Lake Mental Health Center	800-722-3611	Confidential
Crisis Line		
Oklahoma Coalition Against Domestic	405-524-0700	Confidential
Violence and Rape		
Rogers County Community Services	918-341-9400	Confidential

^{*} See section IV paragraph B for more detailed information regarding confidentiality regarding counselors, law enforcement agencies, medical professionals, and University personnel.

National Resources

www.Rainn.org (Rape, Abuse, and Incest National Network) www.TitleIX.info (Title IX Information and Resources)

Students with complaints or questions about the University's gender- based misconduct policy may choose to contact the U.S. Department of Education Office for Civil Rights (OCR), Kansas City Office:

One Petticoat Lane, 1010 Walnut Street, 3rd floor, Suite 320, Kansas City, MO 64106
Telephone: 816-268-0550 FAX: 816-268-0599 TDD: 800-877-8339 Email:

OCR.KansasCity@ed.gov

XX. DEFINITIONS AND CONCEPTS

Coercion. Unreasonable pressure for sexual activity. When someone makes it clear that he or she does not want to engage in sexual activity or does not want to go beyond a certain point of sexual interaction, continued pressure beyond that point can be considered coercive. The use of coercion can involve the use of pressure, manipulation, substances, and /or force. Ignoring objections of another person is a form of coercion.

Consent. Consent requires unambiguous communication and mutual agreement concerning the act in which the participants are engaging.

- A sexual interaction is considered consensual when individuals willingly and knowingly engage in the interaction.
- Someone who is incapacitated (by alcohol or drug use, unconsciousness, disability, or other forms of helplessness) cannot consent.
- Consent cannot be procured by the use of physical force, compulsion, threats, intimidating behavior, or coercion.
- Consent to one form of sexual activity does not imply consent to other forms of sexual activity. Previous relationships or previous consent for sexual activity is not consent to sexual activity on a different occasion.
- Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another.

- Silence or the absence of resistance is not the same as consent.
- Consent can be withdrawn at any time.
- Previous consent does not mean ongoing consent. (For example, consent to certain acts at one point in an evening does not mean consent to the same acts later in the same evening.)
- How drugs and alcohol affect consent: Individuals should be aware of, and carefully consider, the potential consequences of the use of alcohol or drugs. Alcohol and other drugs can lower inhibitions and create an atmosphere of confusion over whether consent is freely and affirmatively given. If there is a question about whether someone consented to sexual activity after consuming drugs or alcohol, the University will examine the issue from the perspective of a reasonable person. Specifically, the University will consider whether the respondent reasonably should have known about the impact of alcohol and other drugs on the complainant's ability to give consent.
- The use of alcohol or drugs does not justify or excuse behavior that constitutes gender-based misconduct.
- The use of alcohol or other drugs never makes someone at fault for experiencing gender-based misconduct.

Complainant. The person making the allegation(s) of gender-based misconduct.

Dating Violence. The use of physical violence, coercion, threats, intimidation, isolation, stalking, or other forms of emotional, sexual or economic abuse directed towards a person who is or has been in a social relationship of a romantic or sexually intimate nature with the victim. This includes any behaviors that intimidate, manipulate, humiliate, isolate, frighten, terrorize, coerce, threaten, blame, hurt, injure, or wound someone. Dating violence can be a single act or a pattern of behavior in relationships.

Domestic Violence. The use of physical violence, coercion, threats, intimidation, isolation, stalking, or other forms of emotional, sexual or economic abuse directed towards (a) a current or former spouse or intimate partner; (b) a person with whom one shares a child; or (c) anyone who is protected from the respondent's acts under the domestic or family violence laws of Oklahoma. This includes any behaviors that intimidate, manipulate, humiliate, isolate, frighten, terrorize, coerce, threaten, blame, hurt, injure, or wound someone. Domestic violence can be a single act or a pattern of behavior in relationships.

Force. The use of physical violence and/or imposing on someone physically to engage in sexual contact or intercourse. Force can also include threats, intimidation (implied threats), or coercion used to overcome resistance.

Gender-based Harassment. Acts of aggression, intimidation, stalking, or hostility based on gender or gender stereotyping constitutes gender-based harassment. Gender-based harassment can occur if students are harassed either for exhibiting what is perceived as a stereotypical characteristic of their sex, or for failing to conform to stereotypical notions of masculinity or femininity. To constitute harassment, the conduct must unreasonably interfere with an individual's education or educational activities or create an intimidating, hostile, demeaning, or offensive academic or living environment.

Hostile Environment. A hostile environment may arise when unwelcome conduct of a sexual or gender-based nature affects a student's ability to participate in or benefit from an education program or activity, or creates an intimidating, threatening or abusive educational and/or living environment.

A single, isolated incident of sexual or gender-based harassment may, based on the facts and circumstances, create a hostile environment.

Incapacitation. A state where a person cannot make a rational, reasonable decision because the person lacks the ability to understand his or her decision. A person can become incapacitated as a result of disability, involuntary physical constraint, sleep, or consumption of alcohol or other drugs.

Intimidation. Any threat of violence or other threatening behavior directed toward another person or group that reasonably leads the target(s) to fear for their physical well-being or to engage in sexual conduct for self-protection.

Sexual Assault—Non-Consensual Sexual Contact. Any intentional sexual touching, however slight, with any object without a person's consent. Intentional sexual contact includes contact with the breasts, buttocks, or groin, or touching another with any of these body parts; making another person touch any of these body parts; and any intentional bodily contact in a sexual manner.

Sexual Assault—Non-Consensual Sexual Intercourse. Any form of sexual intercourse (vaginal, anal, or oral) with any object without consent. Intercourse means: vaginal or anal penetration (however slight) by a penis, object, tongue, or finger; and oral copulation (mouth to genital contact or genital to mouth contact).

Sexual Harassment. Unwelcome sexual advances, requests for sexual favors, and other verbal, physical, or visual conduct of a sexual nature constitute sexual harassment when: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's education, or educational or campus life activities; or (ii) submission to or rejection of such conduct by an individual is used as the basis for academic or student life decisions affecting that individual; or (iii) such conduct has the effect of unreasonably interfering with an individual's academic performance or creating an intimidating, hostile, demeaning, or offensive campus or living environment.

Sexual Exploitation. Non-consensual abuse or exploitation of another person's sexuality for the purpose of sexual gratification, financial gain, personal benefit or advantage, or any other non-legitimate purpose. Examples of sexual exploitation include: observing another individual's nudity or sexual activity or allowing another to observe nudity or sexual activity without the knowledge and consent of all participants; non-consensual streaming of images, photography, video, or audio recording of sexual activity or nudity, or distribution of such without the knowledge and consent of all participants; exposing one's genitals in non-consensual circumstances; and inducing incapacitation for the purpose of making another person vulnerable to non-consensual sexual activity.

Stalking. A course of conduct directed at a specific person that would cause a reasonable person to feel fear or suffer substantial emotional distress. Stalking involves repeated and continued harassment against the expressed wishes of another individual, which causes the targeted individual to feel emotional distress, including fear or apprehension. Stalking behaviors may include: pursuing or following; unwanted communication or contact -- including face-to-face, telephone calls, voice messages, electronic messages, web- based messages, text messages, unwanted gifts, etc.; trespassing; and surveillance or other types of observation.

Respondent. The person alleged to have committed gender-based misconduct.

Retaliation. Any adverse action, or attempted adverse action, against an individual (or group of individuals) because of their participation in any manner in an investigation, proceeding, or hearing

under this Policy, including individuals who file a third-person report. Retaliation can take many forms, including sustained abuse or violence, threats, and intimidation. Any individual or group of individuals, not just a respondent or complainant, can engage in retaliation.

XXI. STATE LAW DEFINITIONS

In accordance with the Violence Against Women Reauthorization Act of 2013, please be advised that the following definitions are applicable should you wish to pursue Oklahoma state criminal or civil actions. These definitions may differ from the University's administrative policy definitions noted above. The University's administrative system and disciplinary procedures are separate and distinct from those available to someone in a state civil or criminal action. Individuals may seek administrative remedies in accordance with this policy and also may seek state or federal civil or criminal remedies for the same incident through the applicable systems. The definitions set forth below are reviewed and verified annually; for a more frequently updated resource, please consult Oklahoma's State Court Network site: http://www.oscn.net.

Definition of Rape under Oklahoma Criminal Law. 21 O.S. §1111:

- A. Rape is an act of sexual intercourse involving vaginal or anal penetration accomplished with a male or female who is not the spouse of the perpetrator and who may be of the same or the opposite sex as the perpetrator under any of the following circumstances:
 - 1. Where the victim is under sixteen (16) years of age;
 - 2. Where the victim is incapable through mental illness or any other unsoundness of mind, whether temporary or permanent, of giving legal consent;
 - 3. Where force or violence is used or threatened, accompanied by apparent power of execution to the victim or to another person;
 - 4. Where the victim is intoxicated by a narcotic or anesthetic agent, administered by or with the privity of the accused as a means of forcing the victim to submit;
 - 5. Where the victim is at the time unconscious of the nature of the act and this fact is known to the accused;
 - 6. Where the victim submits to sexual intercourse under the belief that the person committing the act is a spouse, and this belief is induced by artifice, pretense, or concealment practiced by the accused or by the accused in collusion with the spouse with intent to induce that belief. In all cases of collusion between the accused and the spouse to accomplish such act, both the spouse and the accused, upon conviction, shall be deemed guilty of rape;
 - 7. Where the victim is under the legal custody or supervision of a state agency, a federal agency, a county, a municipality or a political subdivision and engages in sexual intercourse with a state, federal, county, municipal or political subdivision employee or an employee of a contractor of the state, the federal government, a county, a municipality or a political subdivision that exercises authority over the victim;
 - 8. Where the victim is at least sixteen (16) years of age and is less than twenty (20) years of age and is a student, or under the legal custody or supervision of any public or private elementary or secondary school, junior high or high school, or public vocational school,

- and engages in sexual intercourse with a person who is eighteen (18) years of age or older and is an employee of the same school system; or
- 9. Where the victim is nineteen (19) years of age or younger and is in the legal custody of a state agency, federal agency or tribal court and engages in sexual intercourse with a foster parent or foster parent applicant. (Effective November 1, 2015).
- B. Rape is an act of sexual intercourse accomplished with a male or female who is the spouse of the perpetrator if force or violence is used or threatened, accompanied by apparent power of execution to the victim or to another person.

Definition of Consent under Oklahoma Criminal Law. 21 O.S. §1114(A) provides lack of consent in rape cases where:

- 1. rape committed by a person over eighteen (18) years of age upon a person under fourteen (14) years of age; or
- 2. rape committed upon a person incapable through mental illness or any unsoundness of mind of giving legal consent regardless of the age of the person committing the crime; or
- 3. rape accomplished where the victim is intoxicated by a narcotic or anesthetic agent, administered by or with the privity of the accused as a means of forcing the victim to submit; or
- 4. rape accomplished where the victim is at the time unconscious of the nature of the act and this fact is known to the accused; or
- 5. rape accomplished with any person by means of force, violence, or threats of force or violence accompanied by apparent power of execution regardless of the age of the person committing the crime; or
- 6. rape by instrumentation resulting in bodily harm is rape by instrumentation in the first degree regardless of the age of the person committing the crime; or
- 7. rape by instrumentation committed upon a person under fourteen (14) years of age

Definition of Domestic/Dating Violence under Oklahoma Criminal Law. 21 O.S. §644, defines domestic and dating violence as any person who committing "any assault and battery against a current or former spouse, a present spouse of a former spouse, a former spouse of a present spouse, parents, a foster parent, a child, a person otherwise related by blood or marriage, a person with whom the defendant is or was in a dating relationship as defined by Section 60.1 of Title 22 of the Oklahoma Statutes, an individual with whom the defendant has had a child, a person who formerly lived in the same household as the defendant, or a person living in the same household as the defendant shall be guilty of domestic abuse."

Definition of Stalking under Oklahoma Criminal Law. 21 O.S. §1173:

Any person who willfully, maliciously, and repeatedly follows or harasses another person in a manner that:

- 1. Would cause a reasonable person or a member of the immediate family of that person as defined in subsection F of this section to feel frightened, intimidated, threatened, harassed, or molested; and
- 2. Actually causes the person being followed or harassed to feel terrorized, frightened, intimidated, threatened, harassed, or molested.

TITLE 21 SEXUAL HARRASSMENT POLICY

- 1 The Board of Regents and the University affirm their commitments to ensuring an environment for all students which is fair, humane, and respectful an environment which supports and rewards—student—performance on the basis of relevant considerations such as ability and effort. Sexual—harassment by—any member of the University community, including students, faculty, and staff, is a violation of both—law and Board policy, and will not be tolerated. Sexual harassment is a particularly sensitive issue
 - which may affect any member of the University community and, as such, will be dealt withpromptly and confidentially by the University administration. The Board reserves the right to dealadministratively with sexual harassment issues whenever it deems it appropriate to do so.
- 2 Sexual harassment shall be defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature in the following context:
 - .1 when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic standing, or
 - .2 when submission to or rejection of such conduct by an individual is used as the basisfor employment or academic decisions affecting such individual, or
 - .3 when such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive working or academic environment.
- 3 Conduct prohibited by this policy may include, but is not limited to:
 - .1 unwelcome sexual flirtation; advances or propositions for sexual activity;
 - .2 continued or repeated verbal abuse of a sexual nature, such as suggestive comments and sexually explicit jokes;
 - .3 sexually degrading language to describe an individual;
 - .4 remarks of a sexual nature to describe a person's body or clothing
 - .5 display of sexually demeaning objects and pictures
 - .6 offensive physical contact, such as unwelcome touching,
 - .7 pinching, brushing the body;
 - .8 coerced sexual intercourse or sexual assault;
 - .9 actions indicating that benefits will be gained or lost based on response to sexual advances.
- 4 Threats or other forms of intimidation or retaliation against complaining witnesses, other witnesses, any reviewing officer, or any review panel shall constitute a separate violation of this policy which may be subject to direct administrative action.
- 5 Violations of this policy may result in disciplinary action taken by the appropriate authority.

 Sanctions may range from reprimands to suspension, expulsion or termination. Sanctions shall be based upon the facts and circumstances of each case and shall be in accordance with the terms and guidelines of the applicable campus complaint procedures.
- 6 Complaints alleging violation of the sexual harassment policy will be reviewed and investigated by the appropriate University office. Complaints may be resolved informally or may proceed through the applicable formal complaint proceedings. Complaints may be filed in the following manner:
 - .1 Complaints against students or student organizations shall be filed with the Employment and Benefits Office for review and investigation. The Employment and Benefits Office, or its designee, may assist in the informal resolution of the complaint or in processing a complaint through the applicable campus procedures. Complaints against faculty or staff shall be filed with the Employment and Benefits Office. The Employment and Benefits Office or its designee may assist in the informal resolution of the complaint or in processing a formal complaint through the applicable campus procedures for faculty and staff.

.2 Complaints against visitors or guests should be directed to the Campus Police.

TITLE 22 RACIAL AND ETHNIC HARASSMENT POLICY

Diversity is one of the strengths of our society as well as one of the hallmarks of a great university. Rogers State University supports diversity and therefore is committed to maintaining employment and educational settings which are multicultural, multiethnic, and multiracial. Respecting cultural differences and promoting dignity among all members of the University community are responsibilities each member must share.

Racial and ethnic harassment is a growing concern across American college campuses. It has taken various forms, from criminal acts (assault and battery, vandalism, destruction of property) to anonymous, malicious intimidation, most often directed toward persons whose race and ethnicity is readily identifiable. In employment, racial/ethnic harassment is race discrimination which interferes with an employee's ability to perform his or her duties or creates a hostile or intimidating work environment. It is prohibited by law under Title VII of the Civil Rights Act of 1964. In the educational context, racial/ethnic harassment is race discrimination which interferes with the students' opportunities to enjoy the educational program offered by the University, prohibited by law under Title VI of the Civil Rights Act of 1964.

- 1 This policy is premised on the University's obligation to provide a nondiscriminatory environment which is conducive to employment and learning. The University will vigorously exercise its authority to protect employees and students from harassment by agents or employees of the University, students, and visitors or guests. Specifically,
 - .1 Agents or employees of the University, acting within the scope of their official duties, shall not treat an individual differently on the basis of race, color, or national origin in the context of an employment or educational program or activity without a legitimate nondiscriminatory reason, so as to interfere with or limit the ability of the individual to participate in or benefit from the services, activities, or privileges provided by the University; and,
 - .2 The University shall not subject an individual to different treatment on the basis of race by effectively causing, encouraging, accepting, tolerating, or failing to correct a racially hostile environment of which it has notice.
- 2 Violations of this policy shall result in corrective action(s) or remedy(ies) designed to reestablish an employment or educational environment which is conducive to work or learning. Corrective actions or remedies will include disciplinary action directed by the executive officer having responsibility for the offender, where appropriate. Remedies or corrective actions will be tailored to redress the specific problem and may range from apologies, mandatory attendance at specific training programs, reprimands, suspension, or demotion, to expulsion or termination. Remedies or corrective actions shall be based upon the facts and circumstances of each case and shall be in accordance with the terms and guidelines of the applicable campus grievance procedures.
 - Violations of this policy by students will be considered as violations of the Student Code and will subject student offenders to the remedy(ies) and corrective action(s) provided by the Code.
- 3 The University recognizes its obligation to address incidents of racial/ethnic harassment on campus when it becomes aware of their existence even if no complaints are filed; therefore, the University reserves the right to take appropriate action unilaterally under this policy.
 - With respect to students, the Vice President for Student Affairs/Dean of Students or other appropriate persons in authority may take immediate administrative or disciplinary action which is deemed necessary for the welfare or safety of the University community. Any student so affected

must be granted due process.

With respect to employees, upon a determination at any stage in the investigation or grievance procedure that the continued performance of either party's regular duties or University responsibilities would be inappropriate, the proper executive officer may suspend or reassign said duties or responsibilities or place the individual on leave of absence pending the completion of the investigation or grievance procedure.

- 4 Threats or other forms of intimidation or retaliation against complaining witnesses, other witnesses, any reviewing officer, or any review panel shall constitute a separate violation of this policy which may be subject to direct administrative action.
- 5 Complaints alleging violation of the racial and ethnic harassment policy will be reviewed and investigated by the appropriate University office. Complaints may be resolved informally or may proceed through the applicable formal complaint proceedings. Complaints may be filed in the following manner:
 - 1. Complaints against students or student organizations shall be filed with the Vice
 President for Student Affairs, serving as the University Equal Opportunity Officer,
 Employment and Benefits Office for review and investigation. The Vice President for
 Student Affairs Employment and Benefits Office, or its designee, may assist in the
 informal resolution of the complaint or in processing a complaint through the applicable
 campus procedures. Complaints against faculty or staff shall be filed with the Vice
 President for Student Affairs. Employment and Benefits Office. The Vice President for
 Student Affairs or The Employment and Benefits Office or its designee may assist in the
 informal resolution of the complaint or in processing a formal complaint through the
 applicable campus procedures for faculty and staff.
 - .2 Complaints against visitors or guests should be directed to the Campus Police.

TITLE 23 COMPUTER USE POLICY

Freedom of expression and an open environment to pursue scholarly inquiry and for sharing of information are encouraged, supported, and protected at Rogers State University. These values lie at the core of our academic community. Censorship is not compatible with the tradition and goals of the University. While some computing resources may be dedicated to specific research, teaching, or administrative tasks that would limit their use, freedom of expression must, in general, be protected. The University does not limit access to information due to its content when it meets the standard of legality. The University's policy of freedom of expression applies to computing resources.

Concomitant with free expression are personal obligations of each member of the University community to use computing resources responsibly, ethically, and in a manner which accords both with the law and the rights of others. The campus depends first upon a spirit of mutual respect and cooperation to create and maintain an open community of responsible users. This policy will establish the general guidelines for the use of RSU computing resources equipment, services, software, and computer accounts by students, faculty, staff and administration.

- 1. Definitions
- 1.1 Abuser is any user or other person who engages in misuse of computing resources as defined in Section 2.2 of this policy.
- 1.2 Computing resources includes computers, computer equipment, computer assistance services, software, computer accounts provided by RSU, information resources, electronic communication facilities (including electronic mail, telephone mail, Internet access, network access), blogs, www browsing, storage media, mobile computing devices, or

- systems with similar functions.
- 1.3 Computer account is the combination of a user number, username, or userid and a password that allows an individual access to a server or some other shared computer or network.
- 1.4 <u>Information resources are data or information and the software and hardware that render</u> data or information available to users.
- Network is a group of computers and peripherals that share information electronically, typically, connected to each other by either cable or satellite link.
- 1.6 <u>Peripherals are special-purpose devices attached to a computer or computer network, such as printers, scanners, plotters, and similar equipment.</u>
- 1.7 <u>Server is a computer or computer program that manages access to a centralized resource</u> or service in a network.
- 1.8 Software may be programs, data, or information stored on magnetic media (tapes, disks, diskettes, cassettes, etc.). Usually used to refer to computer programs.
- 1.9 System Administrator is a faculty, staff, or administrator employed by a central computing department such as Academic Computing Services who responsibilities include system, site, or network administration and other faculty, staff, or administrators whose duties include system, site, or network administration. System administrators perform functions including, but not limited to, installing hardware and software, managing a computer or network, and keeping a computer operational. System administrators include any persons responsible for a system which provides the capability to assign accounts to other users.
- User is any individual who uses, logs in, attempts to use, or attempts to log in to a system, whether by director connection or across one or more networks, or who attempts to connect to or traverse a network, whether via hardware, software, or both. Each user is responsible for his or her use of the computer resources and for learning proper data management strategies.
- 2.0 User Responsibility
- 2.1 Appropriate Use of Computing Resources:

These guidelines set forth standards for responsible and acceptable use of University computing resources. They supplement existing University policies, OneNet Acceptable Use agreements (located at www.onenet.net) and state and federal laws and regulations. Computing resources include, but are not limited to, host computer systems, University-sponsored computers and workstations, communications networks, software, and files.

Computing resources are provided to support the academic research, instructional, and administrative objectives of the University. These resources are extended for the sole use of University faculty, staff, students, and other authorized users ("users") to accomplish tasks related to the user's status at the University, and consistent with the University's mission. Users are responsible for safeguarding their identification (ID) codes and passwords, and for using them for their intended purposes only. Each user is responsible for all transactions made under the authorization of his or her ID. Users are solely responsible for their personal use of computing resources and are prohibited from representing or implying that the content constitutes the views or policies of the University.

Violation of these guidelines constitutes unacceptable use of computing resources, and may violate other University policies and/or state and federal law. Suspected or known violations must be reported to the appropriate University computing unit. Violations will be processed by the appropriate University authorities and/or law enforcement agencies.

Violations may result in revocation of computing resource privileges; academic integrity proceedings, faculty, staff or student disciplinary action; or legal action.

2.2 Prohibited Use of Computing Resources:

RSU characterizes misuse of computing and information resources and privileges as unethical and unacceptable. Misuse constitutes cause for taking disciplinary action. Misuse of computing resources includes, but is not limited to, the following:

- 2 The following provisions describe conduct prohibited under these guidelines:
 - .1 Altering system software or hardware configurations without authorization, or disrupting or interfering with the delivery or administration of computer resources.
 - Attempting to access or accessing another's computer, computer account, private files, or e-mail; or misrepresenting oneself as another individual or agent of the University in electronic communications.
 - .3 Engaging in practices that threaten the network (e.g. loading files that may introduce a virus, using procedures and/or tools to gather information about RSU's computing resources, etc.).
 - .4 Installing, copying, distributing or using software in violation of copyright and/or software agreements, applicable state and federal laws;
 - .5 Using computing resources to engage in conduct which interferes with others' use of shared computer resources and/or the activities of other users, including studying, teaching, research, and University administration.
 - .6 Using computing resources for commercial or profit-making purposes without written authorization from the University.
 - .7 Failing to adhere to individual departmental or unit lab and system policies, procedures, and protocols.

 - .9 Using computer resources for illegal activities. Criminal and illegal use may include obscenity, child pornography, threats, harassment, copyright infringement, defamation, theft, and unauthorized access.
 - .10 Fail to adhere to Onenet Acceptable Use Policy agreement.

2.3 User Responsibility

3 The maintenance, operation, and security of All users of RSU computing resources <u>must act</u> responsibly. Every user is require responsible <u>for University personnel to monitor and access</u> the integrity of these resources. All users of RSU-owed resources must respect <u>system. To</u> the rights of other computer users, respect <u>extent possible in</u> the integrity of the physical facilities and controls, and respect all pertinent license <u>electronic environment</u> and <u>contractual agreements</u>. It is the policy of RSU that all members of its community act in accordance with these responsibilities, relevant in a <u>public setting</u>, a user's privacy will be preserved. Privacy is subject to applicable state and federal laws <u>and contractual obligations</u>, and the <u>highest standard needs-of ethics</u>. the University to meet its administrative, business, and legal <u>obligations</u>.

2.4 Password Protection

Each user is responsible for maintaining absolute security of any password or password right granted to the user. Passwords must not be "shared" with another user. Password security helps to protect the RSU system against unauthorized access.

2.5 Computing Resources Access

Access to RSU's computing resources is a privilege granted to RSU students, faculty, staff, and administrators. RSU reserves the right to limit, restrict, or extend computing privileges and access to its information resources.

2.6 Freedom of Communication

It is the intention of RSU to maximize freedom of communication for purposes that further the goals of RSU. RSU places high value on open communication of ideas, including those new and controversial.

2.7 Limited Right of Privacy

RSU computers and networks are owned by RSU and should be used to accomplish its public mission. Use of University-owned electronic devices is allowed with the explicit understanding that, as public facilities that are subject to institutional monitoring and public disclosure law/principles, there is only a limited expectation of privacy. RSU endeavors to protect the privacy of purely personal matters by restricting and regulating undisclosed access to electronic devices. Accordingly, when there is reasonable cause to believe that a user is violating a law, regulation, or University policy; when any University computer, network, system, or other property is threatened; when it appears reasonably necessary to protect the University from legal liability; when there is a legitimate education or safety-related basis; or when determined to be in the best interests of the University, RSU may, without notice to the user, authorize a user's computer or network usage or activity be monitored, accessed, or any data or information be searched.

2.8 Disclaimer

RSU makes no warranties of any kind, whether express or implied, regarding the electronic communications facilities or services it provides. RSU will not be responsible for any damages suffered by a user through the use of the RSU electronic communications facilities or services, including, but not limited to, loss of data resulting from delays, non-deliveries, mis-deliveries, or service interruptions caused by its own negligence or by any error or omissions or any user. Use of any information obtained via the Internet will be at the user's risk. RSU specifically denies any responsibility for the accuracy or quality of information obtained through its electronic communications facilities and services.

3.0 Procedures

- 3.1 Computer accounts will be issued to authorized users only by Academic Computing Services.
- 3.2 Prior to issuance of an account and password, all staff and faculty must execute such forms, including an acknowledgment and acceptance of the terms of this policy, as may be reasonably required by RSU.
- 3.3 User passwords must be kept private, and may not be disclosed to any other individual or entity. Passwords should be memorized; however, if a password is written down, it must be kept at all times in the user's wallet or purse. A password must NEVER be posted or placed where it cn be discovered by someone other than the user.
- 3.4 Each user will be assigned a Userid in accordance with rules established by Academic Computing Services.
- 3.5 Personal passwords will be maintained by the individual user and must be changed at least every 90 days for faculty and staff and at least every 120 days for students, or at more frequent intervals as the user may elect. Passwords shall be selected in accordance with rules established by Academic Computing Services. In the event another person learns a user's password, the user must immediately change the password. Academic Computing

- Services will never ask a user for their password.
- 3.6 Any user who learns of an unauthorized use of his or her account must report the unauthorized use to Academic Computing Services immediately.
- 3.7 In the event it appears that a user has abused or is abusing his or her computing privileges, or engages in any misuse of computing resources, then RSU may purse any or all of the following steps to protect the user community:
 - a. take action to protect the system(s), user jobs, and user files from damage;
 - b. begin an investigation, and notify the suspected abuser's project director, instructor, academic advisor, dean or administrative officer of the investigation;
 - c. refer the matter for processing through the appropriate RSU disciplinary sytem;
 - d. suspend or restrict the suspected abuser's computing privileges during the investigation and disciplinary processing. A user may appeal such a suspension or restriction and petition for reinstatement of computing privileges through the procedures existing at the time the user requests an appeal, which procedures will be provided to the appealing user in writing;
 - e. <u>inspect the alleged abuser's files, diskettes, and/or tapes.</u> System administrators must have reasonable cause to believe that the trail of evidence leads to the user's computing activities or computing files before inspecting any user's files;
 - f. In the event the misuse also constitutes a violation of any applicable federal, state, or local law, RSU will refer the matter to appropriate law enforcement authorities.

TITLE 24 STUDENT EMAIL POLICY

This policy will establish the general guidelines for the use of student email accounts.

1. Account Assignment

Each student will be assigned an official University email account upon initial enrollment. This The account will remain active while the student is enrolled at Rogers State University. A University assigned student email account is one of the University's official means of communication with Rogers State University students. Students are responsible for all information sent to them via their University assigned email account.

The University has the right to expect that such communications will be received and read in a timely—fashion. Official email communications are intended only to meet the academic and administrative—needs of the campus community.

The University may deny access to its electronic mail services and may inspect, monitor, or disclose—electronic mail to appropriate authorities (i) when required by and consistent with law; (ii) when there is substantiated reason to believe that violations of law and/or violations of University policies—have taken place; (iii) when there are compelling circumstances; or (iv) under time-dependent, critical operational circumstances.

2. Expectations regarding student email

Students are expected to check their email on a frequent and consistent basis in order to stay current with University-related communications. Students have the responsibility to recognize that certain communications may be time-critical. Email returned to the University with ""mailbox full" or untimely access of an email account are not acceptable excuses for missing official University communications via email.

3. Privacy

Users should exercise extreme caution in using email to communicate confidential or sensitive matters, and should not assume that email is private or confidential. It is especially important that

users are careful to send messages only to the intended recipient(s). Particular care should be taken when using the ""reply" command during email correspondence.

4. Educational uses of email

Faculty will determine how electronic forms of communication (e.g., email) will be used in their classes. This ""Cofficial Student Email Policy" will ensure that all students will be able to comply with email-based course requirements specified by faculty.

Distribution of student email will be limited to communication as it relates to academic endeavors and to conduct business with the University. Email distribution lists of students for the purpose of general institutional announcements, advertisements, etc. are prohibited unless approved by the appropriate Vice President.

5. Allowable Use

Use of University Eelectronic mail services is allowed in compliance with the Student Code of Conduct and is an encouraged subject to the following conditions:

Users of University electronic mail services are to be limited to University students, faculty, and staff for purposes that conform to the requirements of this Policy.

University electronic mail services may not be used for unlawful activities, commercial purposes not under the auspices of the University, personal financial gain, personal use, or uses that violate other University policies or guidelines. The latter include, but are not limited to, policies and guidelines regarding intellectual property or regarding sexual or other forms of harassment. It is a violation of University policies, including the Student Code of Conduct, for any user of official email addresses to impersonate a University departmental unit, student, faculty/staff member, or any University representative.

Electronic mail users shall not give the impression that they are representing, giving opinions, or otherwise making statements on behalf of the University or any unit of the University unless appropriately authorized (explicitly or implicitly) to do so. Where appropriate, an explicit disclaimer shall be included unless it is clear from the context that the author is not representing the University. An appropriate disclaimer is: ""These statements are my own, not those of Rogers State University.""

University email users shall not employ a false identity.

- a. University email services shall not be used for purposes that could reasonably be expected to cause, directly or indirectly, excessive strain on any computing facilities, or unwarranted or unsolicited interference with others' use of email or email systems. Such uses include, but are not limited to, the use of email services to (i) send or forward email chain letters; (ii) ""spam"; that is, to exploit list servers or similar broadcast systems for purposes beyond their intended scope to amplify the widespread distribution of unsolicited email; (iii) ""cletter-bomb"; that is, to resend the same email repeatedly to one or more recipients to interfere with the recipient's use of email; (iv) knowingly send virus infected email or virus infected attachments.
- 6. Limited expectation of privacy, Use of University-maintained accounts is allowed with the explicit understanding that, as public facilities that are subject to institutional monitoring and public disclosure laws/principles, there is only a limited expectation of privacy. RSU endeavors to protect the privacy of purely personal matters by restricting and regulating undisclosed access to electronic devices. Accordingly, when there is reasonable cause to believe that a user is violating a law, regulation, or University policy; when any University computer, network, system, or other property is threatened; when it appears reasonably necessary to protect the University from legal liability;

when there is a legitimate educational or safety-related related basis; or when determined to be in the best interests of the University, RSU may, without notice to the user, authorize a user's electronic communications be monitored, accessed, or any data or information be searched.

TITLE 25 CABLE TV & TELEPHONE USE POLICY

1. <u>This policy sets These guidelines set</u> forth <u>the standards for responsible and acceptable use of University cable television and telephone resources. <u>The following is prohibited:</u></u>

Altering system configurations without authorization or disrupting or interfering with the delivery or administration of cable TV They supplement existing University policies and state and telephone resources. Line features are established by the University. Students are prohibited from attempting to change the features.

- A. <u>Using cable TV or telephone resources for commercial or profit-making purposes without the University's express written authorization.</u>
- B. <u>Using cable TV or telephone resources for illegal activities or for conduct violating any federal laws and regulations.</u> Charges and expenses incurred to the University <u>policy.</u> Criminal and illegal use may include, but is not limited to, threats, harassment, copyright infringement, theft and <u>for-unauthorized</u> use.

Any individual engaging in unauthorized use of cable TV, telephones, or other electronic communication systems resulting in charges or expenses to the University will be billed the amount incurred by the University, fined, and subject to will result in the charges and expenses being billed to the individual, a maximum fine of \$50.00, and/or disciplinary action, if deemed appropriate. procedures—filed.

Suspected or known violations of this policy should be reported to the Office of Student Affairs. Violations will be processed by the appropriate University authorities and/or law enforcement agencies. Violations may result in revocation of cable TV and/or telephone resource privileges, academic integrity proceedings, faculty, staff, or student disciplinary action, or legal action. The following provisions describe conduct prohibited under these guidelines:

- .1 Altering system configurations without authorization, or disrupting or interfering with the delivery or administration of telephone resources. Line features are established by the University. Students are prohibited from attempting to change the features.
- .2 Using telephone resources for commercial or profit-making purposes without written authorization from the University.
- .3 Using telephone resources for illegal activities. Criminal and illegal use may include, but is not limited to, obscenity, child pornography, threats, harassment, copyright infringement, defamation, theft, and unauthorized access.

TITLE 26 SEXUAL ASSAULT RESOURCES

- 1 As part of the University's effort to provide an environment conducive to the conduct of its educational, research, and public service missions, the following sexual assault services are provided:
 - .1 The University provides educational programs to enhance awareness of sexual assault and the conditions which foster this offense on university campuses.
 - .2 The University conducts programs designed to educate the University community on prevention of sexual assault.
 - .3 The University provides services to survivors of sexual assaults which occur on institutional property or who are affiliated with the University.

- .4 The University undertakes to safeguard the rights and interests of the survivor and pursues sanction against the perpetrator(s) of sexual assault. Responsibility for these functions is assigned as follows:
 - (a) The Campus Police provide emergency response for survivors immediately following assault, provides law enforcement/investigative services as applicable, pursues prosecution of the perpetrator(s) pursuant to the preference of the survivor; and conducts prevention programs to enable students, faculty, and staff to better avoid being assaulted.
 - (b) The Office of Student Affairs provides support and counseling services to sexual assault survivors following an attack, informs the survivor of and provides access to institutional disciplinary resources for prosecution of the perpetrator(s), facilitates the provision of advocates or other support to the survivor so long as s/he desires, and conducts education programs to enhance awareness of sexual assault on campus.
 - (c) The Campus Police and the Office of Student Affairs coordinate their respective efforts in education and prevention programs and services.

TITLE 27 STUDENT APPEALS CONCERNING ENGLISH PROFICIENCY OF FACULTY

- 1 It is the policy of Rogers State University that all who provide instruction at the University shall be proficient in written, aural, and spoken English so that they may adequately instruct students. Rogers State University has established procedures to ensure that faculty members have proficiency in written, aural, and spoken English.
- 2 A student who believes that a faculty member is not sufficiently proficient in written, aural, or spoken English may file a written complaint with the Vice President for Academic Affairs. The identity of the complainant(s) shall remain confidential. Anonymous complaints will not be accepted.
- 3 The Vice President for Academic Affairs shall notify the faculty member, the department head of the academic unit in which the faculty member is employed, and the dean of the school that a complaint has been received, although the identity of the complainant(s) shall remain confidential. If, after consulting with the school and department, the Vice President for Academic Affairs determines that a formal inquiry is necessary, he/she shall appoint an independent evaluator to evaluate the English proficiency of the faculty member. The evaluator may visit the class of the faculty member named in the complaint, interview the faculty member, interview students, or engage in such other activities as necessary to evaluate the faculty member in a fair manner. The evaluator shall provide the Vice President for Academic Affairs with a written report of his/her findings as to the English proficiency of the faculty member and make recommendations of actions that should be taken.
- 4 The Vice President for Academic Affairs shall notify the complainant(s), the faculty member, the department head of the academic unit, and the dean of his/her findings as to the validity of the complaint. In the event that the faculty member is found not to be sufficiently proficient in English, the Vice President for Academic Affairs shall specify actions to be taken by the faculty member and/or the academic unit. Such actions may include but are not limited to: (1) reassignment of the faculty member to other duties; (2) re-evaluation of the faculty member for purposes of hiring, promotion, salary, or other personnel decisions; (3) appropriate remedial measures to assist the faculty member in improving his/her English proficiency; and (4) appropriate remedies for the affected students.

TITLE 28 TWO-YEAR & FOUR-YEAR GRADUATION GUARANTEE PLAN

Students at Rogers State University may follow many diverse paths to complete the associate or <u>baccalaureate bachelor</u> degrees. Students may elect to complete their associate degree requirements within two years of their initial freshman enrollment and/or complete their baccalaureate degree requirements within four years of their initial freshman enrollment.

Rogers State University has developed a plans to help students who wish to complete an associate degree in two years and/or students who would like to complete their baccalaureate bachelor degree in four years. Students who elect to participate in Rogers State University's Two-Year or Four-Year Graduation Guarantee Plan must work closely with their advisor(s) and faculty to ensure insure that courses are taken in the appropriate sequence. Students who elect to participate in the agreement outlined below can be assured that they will be able to graduate in two years or four years, depending dependent on the appropriate degree.

By completing the appropriate documents, a student agrees to participate in the <u>guarantee</u>. Two-Year or Four-Year Graduation Plan. Rogers State University assures the student that he/she will be able to enroll in courses that permit graduation in either two or four years. Graduation in two years or four years, dependent on the appropriate degree, will not be delayed by the unavailability of courses.

Conditions the student must satisfy:

- 1 Enter Rogers State University as a freshman.
- 2 Choose a major that qualifies for the Two-Year or Four-Year Plan.
- 3 Have the preparation to begin either a two- or four-year plan of study in a qualified major at entry to the University.
- 4 Complete a minimum of one<u>-fourth</u> quarter of the necessary credits per semester for the associate degree and one eighth of the credits per semester for the <u>baccalaureate</u> bachelor degree.
- 5 Meet with his/her advisor in a timely manner to discuss progress toward registration and graduation.
- 6 Enroll in available courses needed for his/her selected program of study considering that any specific course may not be available at the time or semester in which the student would prefer to take it.
- 7 Accept responsibility for monitoring his/her own progress and understanding advice given by his/her the student's advisor so that he/she stays on track toward graduation in two or four vears.
- 8 Change majors only if at the time of the change, all requirements can be met within the designated two- or four-year plan years.
- 9 Remain in good academic standing as determined by the department, school, and <u>Uuniversity</u>.
- 10 Accept responsibility for timely annual applications for financial assistance.
- 11 <u>In writing, notify Notify</u> the dean of the school that offers the student's major that graduation may be delayed due to the unavailability of a course. <u>This written notice Notification</u> must be made prior to the beginning of classes <u>during in</u> the term in which the course is needed. <u>Notification must be in writing.</u>

In the event that the University does not satisfy the commitments made herein, and the student is unable to register for needed courses due to the unavailability of a course (or courses), the department and school will choose one of the following:

- 1 Allow the student to graduate in two or four years by substituting a different course (or courses), as determined by the <u>Ddean</u> of the <u>Ss</u>chool that offers the student's major.
- 2 Allow the student to graduate in two or four years by substituting an independent study assignment, as determined by the department and the school.
- 3 Allow the student to graduate in two or four years by waiving the requirement to be met by the unavailable course (or courses), as determined by the department and the school.
- 4 Allow the unavailability of a course (or courses) to delay the student from graduating in two or four years, in which case, the University will pay the tuition for the student to take the course(s) in a later term.

These procedures shall constitute the exclusive remedy for the <u>guarantee Two-Year or Four-Year Graduation Plan agreement</u>. Rogers State University is under no obligation to provide these adjustments unless the student <u>fulfills his/her obligations as stated above</u>. <u>submits a written request for accommodation to the dean of the school that offers the student's major prior to the beginning of elasses in the last term of the student's two-year or four-year plan.</u>

TITLE 29 STUDENTS WITH FELONY CONVICTIONS

POLICY CONCERNING THE USE OF NON-ACADEMIC CRITERIA IN THE ADMISSION OF STUDENTS TO ROGERS STATE UNIVERSITY

Students arrested and convicted of a felony prior to making application to Rogers State University are required to disclose details regarding such arrests and convictions.

Rogers State University is committed to providing a safe learning and teaching environment for our students, faculty, and staff. As part of that commitment, the University reviews applications from prospective students who indicate they have a felony conviction or have been suspended or expelled from another college or university for non-academic reasons to determine their admissibility. The following policy will be used to review <u>student</u> applications: <u>of students with a felony arrest background.</u>

- 4 Upon indication on the Admissions Application of a felony arrest and conviction, the applicant must sign a release to authorize review of criminal history. In addition, the applicant must pay for a background check. The background check fee must be paid within five (5) business days of submission of the application. This fee (\$20) is payable at the Office of the Bursar. A receipt must be presented to the Director of Enrollment Management.
- 2 Upon receipt of the background check, a committee will be formed to review the documentation. It should be noted that students the student may be requested to provide additional information such as court documents or other records from police agencies.
- The committee will be comprised of the following: <u>tThe</u> Director of <u>Admissions</u>, <u>Enrollment Management</u>, <u>tThe Vice President for Student Affairs/Dean of Students</u>, and the Vice President for <u>Enrollment ManagementAcademic Affairs</u>. The Director of <u>Admissions Enrollment Management</u> will <u>call the committee</u>, provide the background documentation to the committee members, and contact the applicant regarding the outcome. The Vice President for Enrollment Management will notify the applicant in writing of the committee's decision.
- 4 The committee will review the documentation and render a decision on the acceptance of the application based on the following:
 - .1 The nature of the crime committed.
 - .2 The threat of danger to the campus community.
 - .3 The amount of time between conviction and application to RSU.
 - .4 Recidivism of criminal activity of the applicant.
- 5 The committee may make recommendations of conditional acceptance of the applicant, accept the applicant with no conditions, or deny the applicant. If the applicant is currently on probation, suspended, or has been expelled or has other outstanding disciplinary actions at RSU or another institution, RSU may consider that status and underlying circumstances as part of its evaluation for admission. In such cases, if the applicant otherwise meets all other academic requirements, admission may be offered on a conditional basis requiring the completion of disciplinary action, including, but not limted to completing community service while attending RSU, completing alcohol or drug counseling, etc. Failure to satisfy the conditions will result in dismissal, suspension, or expulsion. application, accept the applicant with no conditions, or deny the applicant.
- 6 The committee will render a decision <u>as to its finding after all admission documentation has been received</u>. The Vice President for within ten business (10) days to the Director of Enrollment Management as to its findings. The Director of Enrollment Management will notify

- the student of the committee's by certified mail within five (5) business days of the decision in writing, of the committee.
- 7 The applicant may appeal the committee's decision by submitting an appeal in writing to the <u>Vice President for Academic Affairs</u> within <u>ten (10) five (5)</u> business days of the <u>date receipt</u> of the <u>notice letter</u> outlining the findings of the committee. <u>The Vice President for Academic Affairs will review the student's appeal along with the admission materials and render a final decision by notifying the applicant in writing.</u>

Applicants might also wish to consult the Oklahoma State Regents for Higher Education Academic Affairs Procedures Handbook, policy 3.9.10 regarding Non-Academic Criteria for Admission.

TITLE 30 CASES REQUIRING ADMINISTRATIVE ACTION

Voluntary Withdrawal for Psychological Reasons

When a student initiates a voluntary withdrawal from the University for psychological reasons, the general guidelines established by the University will be followed. This process is initiated by the student, beginning with the Office of Student Affairs. Documentation is required if a student is seeking reimbursement. The evaluation will be reviewed by both the Office of Student Affairs and the Office of Academic Affairs as to the appropriateness of determining withdrawal status.

Immediate Interim Withdrawal or Interim Suspension

In cases where a student poses an imminent threat of safety to self or to others, the Vice President for Student Affairs/Dean of Students may order immediate interim withdrawal or interim suspension.

QUARTERLY FINANCIAL ANALYSIS For the quarter ended March 31, 2015

EXECUTIVE SUMMARY

Highlights from the Statements of Net Position as of March 31, 2015 and Statements of Changes in Net Position for the six months then ended are presented below for information only.

STATEMENT OF NET POSITION

- Total assets of \$107.7 million exceeded related liabilities of \$70.4 million by \$37.3 million.
- Education & General assets of \$11.5 million exceeded related liabilities of \$4.6 million by \$6.9 million.
- Sponsored Program assets of \$1.1 million exceeded related liabilities of \$0.3 million by \$.8 million.
- Auxiliary Enterprise assets of \$10.5 million exceeded related liabilities of \$2.1 million by \$8.4 million.
- Other fund assets of \$84.6 million exceeded related liabilities of \$63.4 million by \$21.2 million. Other Funds consist of fixed assets, net of accumulated depreciation, and related bonds and master lease obligations, and other academic and administrative activities.

STATEMENT OF CHANGES IN NET POSITION

- Total revenues of \$47.6 million exceeded expenses of \$46.3 million by \$1.3 million.
- Education & General revenues of \$25.6 million were more than related expenses of \$24.9 million by \$0.7 million.
- Sponsored Program revenues of \$11.5 million were less than related expenses of \$12.2 million by \$0.7 million.
- Auxiliary Enterprise revenues of \$8.4 million were more than related expenses of \$8.0 million by \$0.4 million.
- Other fund revenues of \$2.1 million were more than related expenses of \$1.2 million, resulting in a net increase of \$0.9 million.

ROGERS STATE UNIVERSITY STATEMENT OF CHANGES IN NET POSITION FOR THE NINE MONTHS ENDED MARCH 31, 2015 UNAUDITED

3/31/2015 - 10,700,35 - 3,072 3,072 15,49 - 1,064,65 - 9,706,50 - 9,706,50 - 8,69 - 8,69 - 8,69	3/31/2014 12,905,685 10,700,35 11,268,236 130,000 892,500 73,036 73,036 73,036 11,518,60	% of Budget : Budget : 0.0% 0.0%	7 3	3/31/2015 3,115,368 - 5,067,844 - 66,470 59,325 91,468 21,408	88 86.1% 100% 14 47.4% 0.0% 15 0.0% 18 50.8% 18 50.8% 18 50.8%	3/31/2014 2,786,535 1,500 4,434,557 - 2,100 29,025 100,901 256,070 7,610,688
Tution and fees, net 13,176,492 80.9% 12,905,685 10,700,351 6 224% 107,574 10,700,351 6 224% 107,574 10,700,351 6 224% 10,700,351 6 226,842 10,700,351 6 226,842 10,700,351 6 226,842 117 11,286,236 10,00% 1	885 774 10,772 336 500 75 11,51	0.0% 0.0% 0.0% 0.0% 12.7% 0.0% 10.3% 0.0% 10.3% 46.0%	11,271,071 - 1,822,320 2,250 8,964 - 13,104,605	3,115,368 5,067,844 66,470 59,325 91,468 21,408	86.1% 100% 47.4% 0.0% 100.0% 0.0% 50.8% 50.8%	2,786,535 1,500 4,434,557 - 2,100 29,025 100,901 256,070 7,610,688
Luition and fees, net 13,176,492 80.9% 12,905,685 - <th>7,01</th> <th>0.0% 486.4% 0.0% 0.0% 12.7% 10.3% 0.0% 10.3% 46.0%</th> <th>11,271,071 - 1,822,320 2,250 8,964 - 13,104,605</th> <th>3,115,368 - 5,067,844 - 66,470 59,325 91,468 21,408</th> <th>86.1% 100% 47.4% 0.0% 100.0% 50.8% 50.8%</th> <th>2,786,535 1,500 4,434,557 - 2,100 29,025 100,901 256,070 7,610,688</th>	7,01	0.0% 486.4% 0.0% 0.0% 12.7% 10.3% 0.0% 10.3% 46.0%	11,271,071 - 1,822,320 2,250 8,964 - 13,104,605	3,115,368 - 5,067,844 - 66,470 59,325 91,468 21,408	86.1% 100% 47.4% 0.0% 100.0% 50.8% 50.8%	2,786,535 1,500 4,434,557 - 2,100 29,025 100,901 256,070 7,610,688
Contracts 98,012 52.4% 107,574 10,700,351 2.5 Services 1,278,172 78.5% 11,268,236 1 - propriations 11,278,172 100.0% 130,000 3,036 iffs 11,288,236 11,268,236 16,492 16,492 16,492 iffs 100.0% 100.0% 16,492 16,449 16,449 16,492	7,01	486.4% 0.0% 0.0% 12.7% 0.0% 103.3% 0.0% 46.0%	11,271,071 - 1,822,320 2,250 8,964 - 13,104,605	5,067,844 - 66,470 59,325 91,468 21,408 8,421,883	100% 47.4% 0.0% 100.0% 50.8% 0.2% 30.1%	1,500 4,434,557 - 2,100 29,025 100,901 256,070 7,610,688
Services - 0.0% - propriations 11,278,172 78.5% 11,268,236 - propriations 129,000 100.0% 130,000 799,726 iffs 3,036 73,036 75,492 75,492 urces 91,860 2.6% 73,036 15,492 15,492 urces 25,617,979 74.4% 25,377,031 11,518,604 16,429,117 1,064,650 sation 16,614,029 73.9% 16,429,117 1,064,650 1,064,650 sation 3,487,127 75.2% 3,077,361 9,706,502 2,002 hips 63,824 62.1% 603,206 2,112 order - Interest & Fees 764,514 58.8% 561,020 49,795 nnce & Repair 74,44,729 76.7% 1,851,523 640,522 and Materials 1,784,729 76.7% 1,851,523 640,522 ooks and Periodicals 265,849 79.4% 24,934 74,329 str Diet in Service	11,5,1	0.0% 0.0% 12.7% 103.3% 0.0% 62.3% 46.0%	1,822,320 2,250 8,964 - 13,104,605	5,067,844 - 66,470 59,325 91,468 21,408 8,421,883	47.4% 0.0% 100.0% 0.0% 50.8% 30.1%	4,434,557 - 2,100 29,025 100,901 256,070 7,610,688
propriations 11,278,172 78,5% 11,268,236 799,726 130,000 10.0% 130,000 3.036 129,000 10.0% 892,500 15,492 10.0% 10.0% 10.0% 15,492 10.0% 1	1,1,51	0.0% 12.7% 0.0% 103.3% - 62.3% 46.0%	1,822,320 2,250 8,964 - 13,104,605	66,470 59,325 91,468 21,408 8,421,883	0.0% 100.0% 0.0% 50.8% 0.2% 30.1%	2,100 29,025 100,901 256,070 7,610,688
iffs signification in the standard state in the standard state in the standard state in the standard state in the state in	75	12.7% 0.0% 103.3% - 62.3% 46.0%	1,822,320 2,250 8,964 - - 13,104,605	66,470 59,325 91,468 21,408 8,421,883	100.0% 0.0% 50.8% 0.2%	2,100 29,025 100,901 256,070 7,610,688
If Payments 844,443 0.0% 892,500 3,036 ent and Investment Income 91,860 2.6% 73,036 15,492 vurces 25,617,979 74.4% 25,377,031 1,1,518,604 10,0% vice - Interest & Fees ooks and Periodicals 137,512 100,0% 2,002 10,00% 10,	11,51	0.0% 103.3% 0.0% 62.3% 46.0%	2,250 8,964 13,104,605	59,325 91,468 21,408 8,421,883	0.0% 50.8% 0.2% 30.1%	29,025 100,901 256,070 7,610,688
ent and Investment Income 91,860 2.6% 73,036 2.6% 73,036 2.5,617,979 74.4% 25,377,031 11,518,604 11,518,604 11,518,604 11,518,604 11,518,604 11,518,604 11,518,604 11,518,604 11,518,604 11,518,604 11,064,650 11	11,5	103.3% 0.0% 62.3% 46.0%	8,964	91,468 21,408 8,421,883	50.8% 0.2% 30.1%	100,901 256,070 7,610,688
Prevenues 91,860 2.6% 73,036	<u> </u>	62.3%	13,104,605	21,408	0.2% 30.1%	256,070 7,610,688
sation 16,614,029 73.9% 16,429,117 1,064,650 1,1518,604		62.3%	13,104,605	8,421,883	30.1%	7,610,688
tion tion 16,614,029 73.9% 16,429,117 1,064,650 tion 1,064,650 1,069,155 1,069,155 1,069,155 1,069,155 1,069,155 1,069,155 1,112 1,484,729 76,7% 1,069,155 1,112 and Materials 1,484,729 76,7% 1,851,523 137,405 126,849 79,4% 249,944 137,405 126,849 79,4% 249,944 137,405 126,849 79,4% 249,944 137,405 126,849 79,4% 249,944 137,405 126,849 79,4% 249,944 137,405 126,849 79,4% 249,944 126,859 126,849 79,4% 249,944 127,510 36,1% 25,1% 36,55 100,0% 2,002 100,0% 2,0		46.0%	000 000			
8 Fees 0.0% 16,429,117 1,064,650 0.0% 3,077,361 6.36,824 62.1% 603,206 0.0% 0.0% 0.0% 0.0% 0.0% 0.0% 0.0% 0.		46.0%	7 040 000			
A Fees 3,487,127 75.2% 3,077,361 9,706,502 636,824 62.1% 603,206 - 0.0%		200	1,073,963	1,100,346	40.8%	1,110,192
8 Fees 3,487,127 75.2% 3,077,361 9,706,502 636,824 62.1% 603,206 - 0.0%		0.0%		•	%0.0	•
8 Fees 636,824 62.1% 603,206 - 0.0% -		63.9%	10,161,999	341,961	3.4%	356,939
A Fees 0.0% - 0.	603,206	%0.0		395,002	71.8%	375,068
al Fees 975,357 62.6% 1,069,155 49,795 764,514 58.8% 561,020 21,112 1,484,729 76.7% 1,851,523 640,522 137,512 36.1% 137,405 60,953 odicals 265,849 79,4% 249,944 - 213,530 64.1% 231,213 8,695 2,032 100.0% 2,002 74,329	,	%0:0		1,831	100.0%	10,914
764,514 58.8% 561,020 21,112 1,484,729 76.7% 1,851,523 640,522 137,512 36.1% 137,405 60,953 265,849 79.4% 249,944 - 213,530 64.1% 231,213 8,695 2,032 100.0% 2,002 74,329		49.8%	81,098	298,442	119.4%	225,540
1,484,729 76.7% 1,851,523 640,522 137,512 36.1% 137,405 60,953 265,849 79.4% 249,944 - 213,530 64.1% 231,213 8,695 2,023 100.0% 2,002 74,329		84.4%	27,500	456,982	571.2%	422,909
137,512 36.1% 137,405 60,953 265,849 79.4% 249,944 - 213,530 64.1% 231,213 8,695 2,023 100.0% 2,002 74,329		%6.66	655,921	2,382,411	17.0%	2,109,489
d Periodicals 265,849 79.4% 249,944 - 213,530 64.1% 231,213 8,695 2,023 100.0% 2,002 74,329		28.2%	62,075	306,159	76.5%	301,370
213,530 64.1% 231,213 8,695 2,022 100.0% 2,002 74,329 15.57% 364.728 5.57% 364.728	249,944	%0.0		•	%0.0	•
2,023 100.0% 2,002 In Debt Service 2,023 2,002		43.5%	10,435	54,917	100.0%	230,570
264 738 55 7%		%0.0	86,128	5,582	%0.0	5,302
00.50	364,728	%0.0	•	2,643,917	%0.0	2,085,382
Transfers for Capitalized Assets 6,700 0.0% 95,478 622,232		%0.0	19,515	70,780	%0.0	297,701
TOTAL EXPENSES 24,852,932 72.2% 24,672,152 12,248,790		66.2%	12,178,634	8,058,330	28.8%	7,531,376
CHANGE IN NET POSITION 765,047 704,879 (730,187)			925,971	363,553		79,312

ROGERS STATE UNIVERSITY STATEMENT OF NET POSITION MARCH 31, 2015 UNAUDITED

	RALICOLICA &	Conoral	Parogoog	Orograms
		Galialai	Sportsored Flograns	Iogianis
9499A	3/31/2015	3/31/2014	3/31/2015	3/31/2014
RENT & NOI	10 178 334	10 683 831	4 4 8 5 4 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5	CAA 750 C
Accounts receivable - net	1,061,750	679.120	179,731	2,237,442
Due From (to) Other Funds	(169,260)	(148,895)	(217,600)	(224,301)
Prepaid Expenses & Other Assets Net Pension Assets	- 425,213	483,071		
Total Current & Non-current Assets	11,496,037	11,697,127	1,147,623	2,139,283
CAPITAL ASSETS, NET TOTAL ASSETS	11,496,037	11,697,127	1,147,623	2,139,283
LIABILITIES & NET ASSETS				
CURRENT LIABILITIES				
Accounts payable	948,858	734,309	282,310	251,551
OPEB Obligation Current Portion of I -T Debt	100,725	200,771		
Accrued compensated absences	431,463	383,361	47,352	35,675
Deferred revenue	2,169,654	2,194,482	ı	•
Deposits neid in custody for others Total Current Liabilities	3,650,700	3,512,923	329,662	287,226
NONCURRENT LIABILITIES				
OPEB Obligation	599,290	441,634		1
Other Non Current Liabilities	325,787	322,181	17,857	25,502
Dollas & Master Lease Obligations Total noncurrent liabilities	925.077	763.815	17.857	25.502
TOTAL LIABILITIES	4,575,777	4,276,738	347,519	312,728
NET POSITION	,			
Unrestricted Restricted	6,920,260	7,420,390	- 800 105	- 1 826 556
Capital assets, Net of Related Debt	•		, ,	-,050,0
Total Net Position	6,920,260	7,420,390	800,105	1,826,556
TOTAL NET POSITION	11,496,037	11,697,128	1,147,623	2,139,284

TOTAL NET POSITION

STATEMENT OF NET POSITION ROGERS STATE UNIVERSITY MARCH 31, 2015 UNAUDITED

	Auxiliary Enterprises	iterprises	Other Funds	spun
	2/34/2015	. 2/24/2014	2/24/2015	1,000,100,0
ASSETS	2102120	t 000	0.021.00	t 02/10/0
CURRENT & NONCURRENT ASSETS	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	000	700 002	000
Casti and casti equivalents Accounts receivable - net	6,551,669	6,641,092	105,507	969,799
Due From (to) Other Funds	386.859	373.196	•	•
Prepaid Expenses & Other Assets	1		5,805,152	555,556
Net Pension Assets Total Current & Non-current Assets	10 501 490	- 10 236 462	6 588 533	1 245 205
Total Cullent & Non-Cullent Assets	0.54,100,01	10,406	0,000,0	1,443,433
CAPITAL ASSETS, NET	•	•	77,978,936	74,230,542
TOTAL ASSETS	10,501,490	10,236,462	84,567,469	75,475,837
LIABILITIES & NET ASSETS CURRENT LIABILITIES				
Accounts payable	337,665	861,670	1,456,876	519,120
OPES Obligation Current Portion of L-T Debt			3,448,827	1,800,404
Accrued compensated absences	35,195	34,356		
Deferred revenue	1,467,461	1,125,387	ı	
Deposits held in custody for others	256,798	239,362	•	•
Total Current Liabilities	2,097,119	2,260,775	4,905,703	2,319,524
NONCURRENT LIABILITIES				
Of ED Conganon Other Non Current Liabilities	40,116	43,922	•	
Bonds & Master Lease Obligations	•		58,467,340	51,659,763
	40,116	43,922	58,467,340	51,659,763
TOTAL LIABILITIES	2,137,235	2,304,697	63,373,044	53,979,287
NET POSITION Unrestricted	8.364.254	7.931.768	,	
Restricted			780,145	170,619
Capital assets, Net of Related Debt	•	•	20,414,280	21,325,931
Total Net Position	8,364,254	7,931,768	21,194,425	21,496,550
TOTAL NET POSITION	10,501,490	10,236,465	84,567,469	75,475,837

TOTAL NET POSITIO

ROGERS STATE UNIVERSITY STATEMENT OF NET POSITION MARCH 31, 2015 UNAUDITED

ASSETS CURRENT & NONCURRENT ASSETS Cash and cash equivalents

Cash and cash equivalents Accounts receivable - net Due From (to) Other Funds Prepaid Expenses & Other Assets Net Pension Assets

CAPITAL ASSETS, NET TOTAL ASSETS

Total Current & Non-current Assets

LIABILITIES & NET ASSETS CURRENT LIABILITIES

Accounts payable
OPEB Obligation
Current Portion of L-T Debt
Accrued compensated absences
Deferred revenue
Deposits held in custody for others
Total Current Liabilities

NONCURRENT LIABILITIES

OPEB Obligation
Other Non Current Liabilities
Bonds & Master Lease Obligations
Total noncurrent liabilities
TOTAL LIABILITIES

NET POSITION

Unrestricted Restricted Capital assets, Net of Related Debt Total Net Position

TOTAL NET POSITION

Total	3/31/2014	22,452,104 1,827,436 - 555,556 483,071 25,318,167	74,230,542 99,548,709	2,366,650 200,771 1,800,404 453,392 3,319,869 239,362	8,380,448 441,634 391,605 51,659,763	52,493,002 60,873,450	15,352,158 1,997,175 21,325,931 38,675,264	99,548,714
To	3/31/2015	20,698,897 2,804,422 0 5,805,152 425,213	77,978,936	3,025, 100, 3,448, 514, 3,637, 256,	10,983,185 599,290 383,759 58,467,340	59,450,390 70,433,575	15,284,514 1,580,250 20,414,280 37,279,044	107,712,619

ROGERS STATE UNIVERSITY

OSITION H 31, 2015		3/31/2015		16,291,860	10,798,363	5,067,844	11,715,113	993, 190	107.011	120,016	47,619,774		18,779,025	2,411,868	13,535,591	1,031,826	2,118,555	1,323,594	1,243,345	4,696,668	504,624	265,849	277,142	154,774	1	120 000	40,342,001
ROGERS STATE UNIVERSITY STATEMENT OF CHANGES IN NET POSITION FOR THE NINE MONTHS ENDED MARCH 31, 2015 UNAUDITED	S	3/31/2014		•	i	i	436,941	1 612 500	107	•	2,049,548		•	2,411,250	•		1,987,850		55,630	(1,500)			i	i	(2,450,110)	412,034)	1,390,420
MENT OF C	Other Funds	% of Budget		%0.0	%0.0	0.0%	100.0%	0.0%	25.9%	1.5%	229.0%		%0:0	%0.0	%0.0	%0:0	%0:0	%0.0	%0.0	21.0%	%0.0	0.0%	%0.0	%0.0	%0.0	124 40/	131.4%
STATE FOR THE		3/31/2015			1	•	436,941	1 617 567	52	6,748	2,061,308			2,411,868	•		2,116,724		737	189,006		•		72,841	(2,908,655)	4 4 60 600	1,102,000
			REVENUES	Student Tuition and fees, net	Grants & Contracts	Sales & Services	State Appropriations	On Behalf Dayments	Endowment and Investment Income	Other Sources	TOTAL REVENUES	EXPENSES	Compensation	Depreciation	Scholarships	Utilities	Debt Service - Interest & Fees	Professional & Technical Fees	Maintenance & Repair	Supplies and Materials	Iravel	Library Books and Periodicals	Communications	Other Uses	Transfers for Debt Service	TOTAL EXPENSES	IOIAL EAPENSES

	Other Funds			Total	al	
	% of			% of		% of
3/31/2015	Budget	3/31/2014	3/31/2015	Total	3/31/2014	Total
	%U U	,	16 201 860	3/1 2%	15 692 220	32 G%
1	0.00	ı	10,231,000	0.4.6.0	0,032,220	02.070
•	0.0%	•	10,798,363	77.7%	11,380,145	73.6%
•	%0.0	•	5,067,844	10.6%	4,434,557	9.2%
436,941	100.0%	436,941	11,715,113	24.6%	11,705,177	24.3%
•	%0.0	•	995,196	2.1%	1,954,420	4.1%
1,617,567	%0:0	1,612,500	2,524,371	5.3%	2,536,275	5.3%
52	25.9%	107	107,011	0.2%	109,972	0.2%
6,748	1.5%	•	120,016	0.3%	329,106	0.7%
2,061,308	229.0%	2,049,548	47,619,774	100.0%	48,141,872	100.0%
•	%0.0	•	18,779,025	40.5%	18,613,272	38.7%
2,411,868	%0:0	2,411,250	2,411,868	5.2%	2,411,250	2.0%
•	%0.0	•	13,535,591	29.2%	13,596,299	28.2%
•	%0.0	•	1,031,826	2.2%	978,274	2.0%
2,116,724	%0:0	1,987,850	2,118,555	4.6%	1,998,764	4.2%
•	%0.0	•	1,323,594	2.9%	1,375,793	2.9%
737	%0:0	55,630	1,243,345	2.7%	1,067,059	2.2%
189,006	21.0%	(1,500)	4,696,668	10.1%	4,615,433	9.6%
1	%0.0	•	504,624	1.1%	200,850	1.0%
•	%0.0	•	265,849	%9.0	249,944	0.5%
•	%0.0	•	277,142	%9.0	472,218	1.0%
72,841	%0.0	•	154,774	0.3%	93,432	0.2%
(2,908,655)	%0.0	(2,450,110)	•	%0.0		%0.0
(699,712)	%0.0	(412,694)	•	0.0%	•	0.0%
1,182,808	131.4%	1,590,426	46,342,861	100.0%	45,972,588	95.5%
878,500		459,122	1,276,913		2,169,284	

CHANGE IN NET POSITION

NORMAN CAMPUS

The University is requesting the tuition and mandatory fees rates listed below which reflect an overall average increase for undergraduate and graduate students, resident and nonresident, of 4.8%.

<u>Undergraduate Tuition & Mandatory Fee Rates</u>

Tuition Charged by Credit Hour

	AY2015 Rate	AY2016 Rate	Change
Resident Tuition	\$137.60	\$143.20	\$ 5.60
Nonresident Tuition	\$425.80	\$446.20	\$20.40

Undergraduate Guaranteed Resident Tuition Charged by Credit Hour

Beginning with the 2008-2009 academic year, House Bill 3397 passed by the Oklahoma Legislature requires that a new undergraduate student be given the opportunity to choose to participate in the Guaranteed Tuition Rate Program. A first time full-time undergraduate student who is a resident of Oklahoma can choose to pay a guaranteed rate based on the projected average for the next four (4) years ("the Plan") or at the annual rate charged each year. Pursuant to "The Plan", the resident undergraduate guaranteed tuition rate is \$164.65 per credit hour for students entering Fall 2015, Spring 2016 or Summer 2016.

	AY2015 Rate	AY2016 Rate	Change
Guaranteed Resident Tuition	\$158.20	\$164.65	\$6.45
for students entering Fall 2015, Sp.	oring 2016 or Sum	mer 2016	

Flat Rate Tuition and Mandatory Fees Charged by Semester

Beginning with the 2013-2014 academic year, OU implemented a flat rate tuition and mandatory fee for full-time undergraduate students carrying 12 or more credit hours during the Fall and Spring semesters. The flat rate is based on 15 credit hours per semester and is similar to models utilized by many public and private institutions of higher education. It encourages students to graduate in a shorter amount of time, spend less to earn their degrees and supports the goals of the Complete College America initiative embraced and championed by Governor Mary Fallin and State Regents for Higher Education Chancellor Glen Johnson.

Students may enroll in 12 or more credit hours per semester, with permission required when taking more than 19 hours, and pay for only 15. Full time students unable to complete 15 credit hours during the Fall and Spring semesters will have the opportunity to take the balance of their hours during Academic Year 2015-2016 summer term, which includes May and August intersession.

	AY2015 Rate	AY2016 Rate	Change
Resident Annual Flat Rate Tuition &	\$ 3,847.25	\$ 4,032.50	\$185.25
Mandatory Fee (15 credit hours)			
Nonresident Annual Flat Rate Tuition	\$10,234.25	\$10,725.50	\$491.25
& Mandatory Fee (15 credit hours)	,	,	

Mandatory Fees Charged by Credit Hour

Student Assessment Fee Student Facility Fee Student Activity Fee Library Excellence Fee Transit Fee Security Services Fee Academic Excellence Fee Special Event Fee Academic Facility & Life Safety Educational Network Connectivity Fee International Programs Fee	AY2015 Rate \$ 1.25 \$14.50 \$ 5.95 \$11.00 \$ 2.00 \$ 3.75 \$28.50 \$ 2.00 \$25.00 \$16.00 \$ 0.50	AY2016 Rate \$ 1.25 \$14.50 \$ 5.95 \$11.50 \$ 2.00 \$ 3.75 \$ 30.75 \$ 2.00 \$27.50 \$16.50 \$ 0.50	Change \$0.00 \$0.00 \$0.00 \$0.50 \$0.00 \$2.25 \$0.00 \$2.50 \$0.50 \$0.00
Student Health Care Fee Summer Cultural & Recreational Service Fee Summer Academic Records Service Fee Summer Academic Advising Fee Summer	Fees Charged by \$74.00 \$37.00 \$12.50 \$ 6.25 \$15.00 \$15.00 \$25.00 \$12.50	\$74.00 \$37.00 \$12.50 \$ 6.25 \$15.00 \$15.00 \$40.00 \$20.00	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$15.00 \$7.50

Graduate Tuition & Mandatory Fee Rates

Tuition Charged by Credit Hour

	AY2015 Rate	AY2016 Rate	Change
Resident Tuition	\$183.10	\$190.70	\$ 7.60
Nonresident Tuition	\$524.00	\$549.20	\$25.20

Mandatory Fees Charged by Credit Hour

	AY2015 Rate	AY2016 Rate	Change
Student Assessment Fee	\$ 1.25	\$ 1.25	\$0.00
Student Facility Fee	\$14.50	\$14.50	\$0.00
Student Activity Fee	\$ 5.95	\$ 5.95	\$0.00
Library Excellence Fee	\$11.00	\$11.50	\$0.50
Transit Fee	\$ 2.00	\$ 2.00	\$0.00
Security Services Fee	\$ 3.75	\$ 3.75	\$0.00
Academic Excellence Fee	\$28.50	\$30.75	\$2.25
Special Event Fee	\$ 2.00	\$ 2.00	\$0.00
Academic Facility & Life Safety	\$25.00	\$27.50	\$2.50
Educational Network Connectivity Fee	\$16.00	\$16.50	\$0.50

Mandatory Fees Charged by Semester

	AY2015 Rate	AY2016 Rate	Change
Student Health Care Fee	\$74.00	\$74.00	\$0.00
Summer	\$37.00	\$37.00	\$0.00
Cultural & Recreational Service Fee	\$12.50	\$12.50	\$0.00
Summer	\$ 6.25	\$ 6.25	\$0.00
Academic Records Service Fee	\$15.00	\$15.00	\$0.00
Summer	\$15.00	\$15.00	\$0.00
Academic Advising Fee	\$25.00	\$40.00	\$15.00
Summer	\$12.50	\$20.00	\$ 7.50

In addition, as approved by the Board of Regents at its January 2015 meeting, all Fall 2015 incoming undergraduate and graduate students on the Norman Campus are required to pay cohort specific Academic Excellence Fees totaling \$67.50 per credit hour.

COLLEGE OF LAW

Tuition Charged by Credit Hour

	AY2015 Rate	AY2016 Rate	Change
Resident Tuition	\$473.00	\$473.00	\$0.00
Nonresident Tuition	\$820.50	\$820.50	\$0.00

Mandatory Fees Charged by Credit Hour

	AY2015 Rate	AY2016 Rate	Change
Student Facility Fee	\$14.50	\$14.50	\$0.00
Student Activity Fee	\$ 5.95	\$ 5.95	\$0.00
Library Excellence Fee	\$11.00	\$11.00	\$0.00
Transit Fee	\$ 2.00	\$ 2.00	\$0.00
Security Services Fee	\$ 3.75	\$ 3.75	\$0.00
Academic Excellence Fee	\$25.60	\$25.60	\$0.00
Special Event Fee	\$ 2.00	\$ 2.00	\$0.00
Academic Facility & Life Safety	\$22.50	\$22.50	\$0.00
Law Student Technology Services Fee	\$30.90	\$30.90	\$0.00
Educational Network Connectivity Fee	\$15.30	\$15.30	\$0.00

Mandatory Fees Charged by Semester

	AY2015 Rate	AY2016 Rate	Change
Student Health Care Fee	\$74.00	\$74.00	\$0.00
Summer	\$37.00	\$37.00	\$0.00
Cultural & Recreational Service Fee	\$12.50	\$12.50	\$0.00
Summer	\$ 6.25	\$ 6.25	\$0.00
Academic Records Service Fee	\$15.00	\$15.00	\$0.00
Summer	\$15.00	\$15.00	\$0.00

HEALTH SCIENCES CENTER

Professional Program Tuition Rates Charged by Semester

Professional Program	AY2015 Rate	AY2016 Rate	<u>Change</u>
College of Medicine	#10.450.00	011 112 00	Φ 002 00
Resident Tuition Per Semester	\$10,450.00	\$11,443.00	\$ 993.00
Nonresident Tuition Per Semester	\$14,041.00	\$14,673.00	\$ 632.00
College of Dentistry			
Resident Tuition Per Semester	\$10,463.50	\$11,458.00	\$ 994.50
Nonresident Tuition Per Semester	\$14,372.50	\$15,738.00	\$1,365.50
Physician's Associate			
Resident Tuition Per Semester	\$ 5,328.50	\$5,755.00	\$ 426.50
Nonresident Tuition Per Semester	\$ 6,688.50	\$7,224.00	\$ 535.50
Doctor of Pharmacy	. ,	. ,	
Resident Tuition Per Semester	\$ 7,216.50	\$7,578.00	\$ 361.50
Nonresident Tuition Per Semester	\$ 8,975.50	\$9,425.00	\$ 449.50
Occupational Therapy	. ,	. ,	•
Resident Tuition Per Semester	\$ 3,581.00	\$3,760.50	\$ 179.50
Nonresident Tuition Per Semester	\$ 5,014.00	\$5,265.00	\$ 251.00
Doctor of Physical Therapy	+ -,	40,-0000	4
Resident Tuition Per Semester	\$ 4,619.00	\$4,758.00	\$ 139.00
Nonresident Tuition Per Semester	\$ 7,046.50	\$7,258.00	\$ 211.50
Audiology AuD	Ψ 7,010.50	Ψ1,230.00	Ψ 211.50
Resident Tuition Per Semester	\$ 4,246.00	\$4,458.50	\$ 212.50
Nonresident Tuition Per Semester	\$ 6,852.00	\$7,195.00	\$ 343.00
romesiucht futuon fet semestel	\$ 0,032.00	\$ 1,175.00	\$ 343.00

Professional Program Tuition Rates Charged by Credit Hour

Professional Program	AY	2015 Rate	AY2	016 Rate		Change
Public Health Professional Programs					_	<u></u> _
Resident Tuition Per Credit Hour	\$	355.45	\$	369.80	\$	14.35
Nonresident Tuition Per Credit	\$	605.65	\$	630.00	\$	24.35
Hour						
Doctor of Nursing Practice						
Resident Tuition Per Credit Hour	\$	406.85	\$	445.60	\$	38.75
Nonresident Tuition Per Credit	\$	625.45	\$	625.45	\$	0.00
Hour						
Master of Science in Nursing						
Resident Tuition Per Credit Hour	\$	236.20	\$	258.65	\$	22.45
Nonresident Tuition Per Credit	\$	576.40	\$	576.40	\$	0.00
Hour	*		•		*	

Mandatory Fees Charged by Credit Hour

	AY 2015 Rate	AY2016 Rate	Change
Academic Facility and Life Safety Fee	\$ 7.50	\$ 7.50	$\$0.0\overline{0}$
Library Automation and Materials Fee	\$13.00	\$13.00	\$0.00
Student Activity Fee	\$ 3.50	\$ 3.50	\$0.00
Student Facility Fee	\$ 7.30	\$ 7.30	\$0.00
Security Services Fee	\$ 3.60	\$ 3.60	\$0.00
Special Event Fee	\$ 3.00	\$ 3.00	\$0.00
Transit Fee	\$ 1.50	\$ 1.50	\$0.00
Educational Network Connectivity Fee	\$16.00	\$16.50	\$0.50
Student Assessment Fee	\$ 1.25	\$ 1.25	\$0.00

Mandatory Fees Charged by Semester

	AY 2015 Rate	AY2016 Rate	Change
Academic Records Fee	\$ 15.00	\$ 15.00	$\$0.0\overline{0}$
Cultural & Recreational Services Fee	\$112.25	\$112.25	\$0.00
Counseling Services Fee	\$ 24.00	\$ 24.00	\$0.00
Registration	\$ 20.00	\$ 20.00	\$0.00
Student Health Fee	\$ 74.00	\$ 74.00	\$0.00

QUARTERLY FINANCIAL ANALYSIS For the quarter ended March 31, 2015

EXECUTIVE SUMMARY

Highlights from the *Statements of Net Position* as of March 31, 2015 and *Statements of Changes in Net Position* for the nine months then ended are presented below for information only.

STATEMENTS OF NET POSITION

- Total assets and deferred outflows of \$1.4 billion exceed related liabilities and deferred inflows of \$359.3 million by \$1.04 billion.
- Education & General assets of \$109.9 million exceeded related liabilities of \$5.7 million by \$104.2 million.
- Sponsored Program assets of \$4.7 million partially offset related liabilities of \$10.5 million
- Clinical Operations assets of \$323.3 million exceeded liabilities of \$40 million by \$283.3 million.
- Auxiliary Enterprise assets of \$116.2 million exceeded liabilities of \$68.9 million by \$47.3 million.
- Regents' Fund assets were \$34.1 million. There were no related liabilities.
- Other Funds assets and deferred outflows of \$815.8 million exceeded related liabilities and deferred inflows of \$234.3 million by \$581.5 million. Other Funds consist of fixed assets, net of accumulated depreciation and related bond and master lease obligations, and other academic and administrative activities.

STATEMENTS OF CHANGES IN NET POSITION

- Total revenues of \$807.7 million exceeded expenses of \$760.5 million by \$47.2 million.
- Education & General revenues of \$159.3 million exceeded expenses of \$148.9 million by \$10.4 million.
- Sponsored Program revenues of \$77.1 million exceeded expenses of \$75 million.
- Clinical Operations revenues of \$418.2 million exceeded expenses of \$395.1 million by \$23.1 million.
- Auxiliary Enterprise revenues of \$29.2 million exceeded expenses of \$16.1 million, which resulted in a net increase of \$13.1 million.
- Regents' Fund revenues of \$1.7 million exceeded expenses of \$993 thousand, resulting in a net increase of \$658 thousand.
- Other Funds revenues of \$122.3 million trailed expenses of \$124.4 million, resulting in a decrease of \$2.1 million to net position.

OU HEALTH SCIENCES CENTER STATEMENTS OF NET ASSETS AS OF MARCH 31, 2015 AND 2014 UNAUDITED

	Education	Education & General	Sponsored Programs	Programs	Clinical Operations	perations	Auxiliary Enterprises	interprises
	03/31/15	03/31/14	03/31/15	03/31/14	03/31/15	03/31/14	03/31/15	03/31/14
SSETS CURRENT AND NONCURRENT ASSETS								
Cash and Cash Equivalents	\$ 70,571,993	\$ 97,490,064	\$ (4,919,784)	\$ (7,204,677)	\$198,027,438	\$183,254,004	\$ 38,004,630	\$ 36,875,396
Endowment Investments (Funds held by OU Foundation)	ı	1	1	ı	1	1	ı	ı
Student Loans Receivable, Net	- 000 04	- 000 04	- 0 575 474	- 45 007 074	105 006 840	- 000 000	- 244 670	- 700 000
Accounts receivable, wet Due From (To) Other Funds	28,557,312	12,986,201	t - '0' /0''	4.0,780,61			(24,258,475)	(23,595,220)
Investments	ı	ı	1	•	ı	•	r	
Prepaid Expenses	148,893	1	1	•	ı	1	220,871	261,215
Inventory	,	1	_	-	1	1	801,269	797,215
Total Current and Noncurrent Assets	109,917,454	120,832,520	4,655,390	7,893,197	323,254,288	277,275,858	17,512,974	17,758,995
FIXED ASSETS, NET	•	t	1		1	-	98,734,598	100,471,444
Total Assets	\$109,917,454	\$120,832,520	\$ 4,655,390	\$ 7,893,197	\$323,254,288	\$277,275,858	\$116,247,572	\$118,230,439
EFERRED OUTFLOWS	· •	, &	. σ	- \$:	€	€	
ABILITIES & NET ASSETS								
CURRENT LIABILITIES								
Accounts Payable	\$ 760,147	\$ 853,790	\$ 964,436	\$ 1,664,651	\$ 26,521,094	\$ 26,817,157	\$ 1,048,972	\$ 3,233,998
OPEB Obligation	, ;	,	ı	1	, ,	: 0	- 6	1 0
Current Portion of L-T Debt	87,000	83,333	ı	1	491,502	437,333	1,850,000	1,815,000
Accrued Interest Payable	' '	1 0	, ,	- 0	55 65	1 0	861,691	8/4,354
Accrued Expenses	2,103,587	2,503,996	2,835,051	2,964,659	6,719,611	0,384,840	865,014	7.78,001
Desperate Revenue	•	•	5,729,040	0,656,840	1	1	410,432	700,111
Deposits neid in Custody for Curers Total Current Liabilities	2.950.733	3 441 119	9.529.133	10.286.150	33.732.306	33.649.330	5.102.109	6.819.205
	2) (2) (4)		00010	000160	200(10)			
LONG-TERM LIABILITIES OPER Obligation	,	1	ı	1	,	ı	,	1
Federal I oan Program Refundable	,	,	,	,	,	,	,	1
Accrued Expenses	2.056.910	2.033.049	945.017	936.208	2,810,534	2,542,352	351,033	303,135
Bonds, Notes, Master Lease Obligations	674,333	761,333	. 1		3,408,098	3,526,667	63,415,109	66,940,000
Total Long-Term Liabilities	2,731,243	2,794,382	945,017	936,208	6,218,632	6,069,019	63,766,142	67,243,135
Total Current and Long-Term Liabilities	5,681,977	6,235,501	10,474,150	11,222,358	39,950,938	39,718,349	68,868,250	74,062,340
HER BED INEL OWN	•	ı	1	•		•		1
NET ASSETS					-			
Unrestricted	104,235,478	114,597,019	- (5 818 760)	(3 320 161)	283,303,350	237,557,509	38,168,307	36,046,875
Findowment	•	1	(5,5,5,5)	(10,1020,101)	,	1	•	ı
Capital Assets, Net of Related Debt	1	ı	,	,	,	ı	9,211,015	8,121,224
Total Net Assets	104,235,478	114,597,019	(5,818,760)	(3,329,161)	283,303,350	237,557,509	47,379,322	44,168,099
Total Liabilities & Net Assets	\$109,917,454	\$120,832,520	\$ 4,655,390	\$ 7,893,197	\$323,254,288	\$277,275,858	\$116,247,572	\$118,230,439
			11			Newwordshift/fideNes		

LIABILITIES & NET ASSETS

DEFERRED OUTFLOWS

DEFERRED INFLOWS

OU HEALTH SCIENCES CENTER STATEMENTS OF NET ASSETS AS OF MARCH 31, 2015 AND 2014 UNAUDITED

	Regen	Regents' Fund	Othe	Other Funds		Total	
ACCETA	03/31/15	03/31/14	03/31/15	03/31/14	03/31/15		03/31/14
₩.							
Cash and Cash Equivalents	· \$	' ₩	\$294,088,108	\$ 265,553,388	\$ 595,772,386	\$ 986,	LC)
Endowment Investments (Funds held by OU Foundation)	41,420,715	40,701,315		•	41,420,715	,715	40,701,315
Student Loans Receivable, Net	•	,	6,691,674	6,577,607	6,691,674	,674	6,577,607
Accounts Receivable, Net	•	•	21,331,066	15,986,405	169,517,024	,024	138,882,777
Due From (To) Other Funds	(7,320,339)	(9,234,888)	3,021,502	19,843,907			
Investments		•	724,001	1	724	724,001	•
Prepaid Expenses	1	ŀ	4,352,795	3,603,439	4,722,560	,560	3,864,654
Inventory	4	•	921,979	720,517	1,723,248	,248	1,517,732
Total Current and Noncurrent Assets	34,100,376	31,466,427	331,131,125	312,285,263	820,571,607	,607	767,512,260
FIXED ASSETS, NET	ŧ	•	484,083,804	488,837,744	582,818,402	,402	589,309,188
Total Assets	\$ 34,100,376	\$ 31,466,427	\$815,214,929	\$ 801,123,007	\$ 1,403,390,009	\$ 600'	1,356,821,448
DEFERRED OUTFLOWS	· •	φ	\$ 557,589	\$ 836,383	\$ 557	557,589 \$	836,383
				ones en est			
LIABILITIES & NET ASSETS				***************************************			
Accounts Pavable	e e	·	\$ 5 967 275	\$ 1.512.729	\$ 35 261 923	923	34 082 325
OPER Obligation	·	,					
Current Portion of I - T Debt	1	,	6.065.811	5.863.489	8.494.313	.313	8.199.155
Accused Interest Pavable	ı		1.086.087	1.126,908	1,947,877	.877	2,001,262
Accried Expenses	,	•	12,375,154	12.507.202	24.898.417	417	25.148.698
Deferred Revenue	1	1	243.711	461.623	6.449.790	.790	6.236.315
Deposits Held in Custody for Others	1	•	9.848,259	10,268,241	9,848,259	.259	10,268,241
Total Current Librilities			30 494 209	25 040 102	00 408 570	570	80 777 008
l otal Current Liabilities		t .	39,184,298	35,048,182	80,448	8/c,	08,244,880
LONG-TERM LIABILITIES							
OPEB Obligation	1	•	81,377,834	76,791,834	81,377,834	,834	76,791,834
Federal Loan Program Refundable	1	t	7,060,155	7,081,892	7,060,155	,155	7,081,892
Accrued Expenses	1	•	2,135,978	2,126,949	8,299,472	,472	7,941,694
Bonds. Notes. Master Lease Obligations	,	•	103.762,681	108,871,461	171,260,221	.221	180,099,461
Total Long-Term Liabilities	1	,	194,336,649	194,872,136	267,997,682	789,	271,914,881
Total Current and Long-Term Liabilities	1	1	233,520,947	229,921,328	358,496,261	,261	361,159,876

DEFERRED INFLOWS	•	ı	170,921	•		1.70,921	•
NET ASSETS		***************************************					
Unrestricted		,	176,844,252	171,042,118	602,551,386	386	559,243,521
Restricted	3,434,280	2,874,310	6,122,611	7,049,243	3,738,131	,131	6,594,392
Endowment	30,666,096	28,592,117	Í	•	30,666,096	960'	28,592,117
Capital Assets, Net of Related Debt	1		398,513,787	393,946,701	407,724,801	108,	402,067,925
Total Net Assets	34,100,376	31,466,427	581,480,649	572,038,062	1,044,680,415	,415	996,497,955
Total Liabilities & Net Assets	\$ 34,100,376	\$ 31,466,427	\$815,001,596	\$ 801,959,390	\$ 1,403,176,676	\$ 929	1,357,657,831

OU HEALTH SCIENCES CENTER STATEMENT OF CHANGES IN NET ASSETS FOR THE NINE MONTHS ENDING MARCH 31, 2015 UNAUDITED

	Edu	Education & General	<u> </u>	Spo	Sponsored Programs	SI	Ö	Clinical Operations	6
		% of			% of			% of	
	03/31/15	Budget	03/31/14	03/31/15	Budget	03/31/14	03/31/15	Budget	03/31/14
REVENUES:									
Tuition & Fees	\$ 51,141,499	80.06	\$49,655,340	, \$	0.0%	· &	· \$	%0.0	· \$
Grants & Contracts	•	0.0%	•	76,877,770	72.5%	79,563,436	42,150,651	34.3%	38,149,539
Sales and Services	1	0.0%	1	ı	0.0%	1	318,126,786	85.5%	311,884,019
State Appropriations	75,425,364	77.0%	75,425,364	ı	0.0%	1	1	%0.0	ı
Private Gifts	,	0.0%	,	1	0.0%	ı	5,626,891	66.2%	7,512,212
On Behalf Payments	8,490,981	74.8%	8,681,748	1	0.0%	ı	ı	%0.0	ı
State School Land Funds	1	0.0%	1	1	%0.0	1	1	%0.0	1
Endowment Income	10,565,358	75.5%	9,962,720	1	%0.0	1	1	%0.0	•
Investment Income	•	%0.0	ı	1	%0.0	ı	994,068	82.8%	877,981
Other Revenue	13,701,737	105.4%	8,941,311	199,928	55.5%	214,651	51,273,883	104.6%	31,407,546
Total Revenue	159,324,938	82.7%	152,666,483	77,077,699	72.5%	79,778,087	418,172,279	75.5%	389,831,297
EXPENSES:									
Compensation & Benefits	102,659,828	%2.69	94,931,064	38,461,756	72.6%	39,333,977	255,543,715	71.1%	237,828,433
Depreciation	1	0.0%	1	1	%0.0	•	1	%0.0	ı
Scholarships and Fellowships	139,270	29.6%	89,445	1,113,249	%9.69	1,387,524	109,893	75.8%	124,054
Utilities	6,802,388	59.2%	6,865,047	1,722	8.2%	1,529	118,691	3.4%	76,111
Debt Service - Interest and Fees	25,878	64.7%	28,288	•	%0.0	1	117,967	67.4%	126,400
Professional and Technical Fees	3,995,566	117.5%	2,482,668	4,061,974	81.2%	3,371,198	8,850,599	68.1%	8,057,242
Maintenance and Repair	6,296,638	84.0%	5,617,853	499,682	95.2%	375,406	3,054,201	%6'.29	2,792,924
Supplies and Materials	1,531,933	87.5%	1,263,027	5,263,306	68.4%	5,481,446	75,048,751	75.0%	57,475,552
Travel	788,711	75.1%	657,894	1,119,319	74.6%	982,555	3,116,883	51.9%	2,889,146
Communications	1,520,147	%0.92	1,487,596	161,454	71.8%	172,525	3,009,606	60.2%	2,840,083
Other Expenses	25,120,115	143.5%	16,252,086	24,320,794	66.1%	25,934,914	46,119,963	74.4%	43,238,306
Total Expenses	148,880,473	77.3%	129,674,968	75,003,256	70.5%	77,041,074	395,090,269	71.4%	355,448,251
Net Incr (Decr) in Net Assets	\$ 10,444,465		\$22,991,515	\$ 2,074,443		\$ 2,737,013	\$ 23,082,010		\$ 34,383,046
				ii .					

OU HEALTH SCIENCES CENTER STATEMENT OF CHANGES IN NET ASSETS FOR THE NINE MONTHS ENDING MARCH 31, 2015 UNAUDITED

	XNV	Auxiliary Enterprises	es	Regen	Regents' Fund	Other	Other Funds		Total	[2]	
		% of							% of		% of
	03/31/15	Budget	03/31/14	03/31/15	03/31/14	03/31/15	03/31/14	03/31/15	Total	03/31/14	Total
REVENUES:											
Tuition & Fees	\$ 1,298,129	89.5%	\$ 1,348,021	' 69	, &	\$ 1,220,734	\$ 1,170,663	\$ 53,660,362	%9.9	\$ 52,174,024	%8.9
Grants & Contracts	•	%0:0	ı	1	•	17,824,910	31,795,113	136,853,332	16.9%	149,508,088	19.5%
Sales and Services	27,240,319	8.06	19,652,519	•	ı	47,726,675	42,984,838	393,093,781	48.7%	374,521,376	48.9%
State Appropriations	ı	%0.0	1	•	•	5,172,699	4,317,842	80,598,063	10.0%	79,743,206	10.4%
Private Giffs	i	%0.0	•	50,000	1	3,352,193	7,391,128	9,029,084	1.1%	14,903,340	1.9%
On Behalf Payments	ı	%0.0	•	,	1	2,263,918	699,235	10,754,899	1.3%	9,380,983	1.2%
State School Land Funds	i	%0.0	•	•	1	1,556,706	1,249,620	1,556,706	0.2%	1,249,620	0.2%
Endowment Income	ı	%0.0		t	•	,	1	10,565,358	1.3%	9,962,720	1.3%
Investment Income	378,678	37.9%	379,632	1,220,658	2,761,186	4,932,709	4,764,058	7,526,112	%6:0	8,782,857	1.1%
Other Revenue	255,656	25.6%	1,035,123	379,642	41,223	38,252,906	24,560,180	104,063,752	12.9%	66,200,034	8.6%
Total Revenue	29,172,782	87.2%	22,415,295	1,650,300	2,802,409	122,303,451	118,932,677	807,701,449	100.0%	766,426,248	100.0%
EXPENSES:											
Compensation & Benefits	4,592,205	72.9%	3,948,491	•	1	75,496,502	77,226,894	476,754,006	62.7%	\$453,268,859	64.7%
Depreciation	3,202,986	80.1%	2,507,045	•		17,247,326	17,295,418	20,450,312	2.7%	19,802,463	2.8%
Scholarships and Fellowships	1	%0:0	1	418,500	327,500	192,280	168,015	1,973,192	0.3%	2,096,538	0.3%
Utilities	1,649,370	47.1%	1,700,441	'	1	1,636,981	1,491,079	10,209,152	1.3%	10,134,207	1.4%
Debt Service - Interest and Fees	2,519,067	50.4%	1,789,065	1	1	3,606,412	3,387,532	6,269,323	%8.0	5,331,285	0.8%
Professional and Technical Fees	295,835	34.8%	1,633,827	ı	1	2,995,078	2,555,218	20,199,052	2.7%	18,100,153	2.6%
Maintenance and Repair	603,677	20.1%	561,400	1		2,071,189	2,192,655	12,525,387	1.6%	11,540,238	1.6%
Supplies and Materials	1,191,453	29.8%	1,645,417	•	1	5,862,925	3,159,223	88,898,368	11.7%	69,024,665	%6.6
Travel	400,281	%9.69	462,659	•	1	1,074,182	951,695	6,499,376	%6:0	5,943,949	%8.0
Communications	205,441	91.3%	244,099	1	•	585,565	448,837	5,482,213	%2'0	5,193,140	0.7%
Other Expenses	1,426,586	23.8%	894,715	574,045	669,465	13,632,161	13,222,520	111,193,664	14.6%	100,212,006	14.3%
Total Expenses	16,086,901	48.1%	15,387,159	992,545	396,965	124,400,601	122,099,086	760,454,044	100.0%	700,647,503	100.0%
Net Incr (Decr) in Net Assets	\$13,085,882		\$ 7,028,136	\$ 657,756	\$ 1,805,444	\$ (2,097,150)	\$ (3,166,409)	\$ 47,247,405		\$ 65,778,745	

Firm Name For the Norman Campus:	Date Initiated	Work Performed	<u>Fee</u>
Frankfurt-Short-Bruza Associates Oklahoma City	January 2, 2014	Structural Engineering Analysis (Carnegie Building, Room 301 Floor Capacity)	\$ 3,120
	February 4, 2015	Mechanical/Electrical Engineering Study (National Weather Center Uninterrupted Power Supply)	9,372
Kirkpatrick Forest Curtis PC Oklahoma City	July 10, 2014	Structural Engineering Design Review (John Jacobs Track Scoreboard)	1,500
	March 20, 2015	Structural Engineering Evaluation and Recommendations (Adams Center Fan Coil Unit Piping)	2,036
Leidos Engineering, LLC Oklahoma City	December 18, 2014	Phase I Environmental Site Assessment and ALTA Survey (2601 Technology Place)	11,300
Poe & Associates Oklahoma City	April 22, 2014	Civil Engineering Design, Construction Documents (Water Line Repair)	47,000
Wallace Engineering – Structural Consultants, Inc. Tulsa	October 23, 2014	Structural Engineering, Peer Review (Storm-Hardened Shelters Project 1)	3,830
For the Health Sciences Ce	enter, Oklahoma City:		
Studio Architecture Oklahoma City	September 13, 2011	Master Planning and Space Planning (Service Center Building)	12,319
Ross Engineering, LLC Oklahoma City	July 18, 2014	Mechanical Engineering and Documentation (Rogers Building, 5 th Floor HVAC Renovation)	3,200
The Small Group, LLC Edmond	August 18, 201	Architectural Design, Construction Documents and Construction Administration (URP at HSC Stairwell Life Safety Improvements)	11,900

For OU-Tulsa, Tulsa:

Kinslow, Keith & Todd, Inc. Tulsa	July 23, 2014	Architectural Assessment and Cost Estimate (Schusterman Center Clinic, Ambulatory Surgery Center)	4,200
Kirkpatrick Forest Curtis PC Oklahoma City	October 7, 2014	Feasibility Study (Storm Refuge Study, Family Medicine at Hillcrest)	4,044
	October 7, 2014	Feasibility Study (Storm Refuge Study, Schusterman Research and Medical Clinic)	4,823
	October 7, 2014	Feasibility Study (Storm Refuge Study, Schusterman Library)	3,053
	October 7, 2014	Feasibility Study (Storm Refuge Study, Schusterman Learning Center)	3,051

CUMULATIVE TOTAL PROFESSIONAL FEES FOR WORK COMPLETED BY ON-CALLS THROUGH THE THIRD QUARTER OF FISCAL YEAR 2014-2015

For the Norman Campus:	nan Campus:	the No	For
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<u>Firm Name</u>	<u>Total Fees</u>
Architects In Partnership, P.C.	\$ 21,400
Cardinal Engineering, Inc.	31,200
Frankfurt-Short-Bruza Associates, Inc.	26,452
Kirkpatrick Forest Curtis PC	6,651
Leidos Engineering, LLC	11,300
Poe & Associates	47,000
Rees Associates, Inc.	40,450
Smith Roberts Baldischwiler, LLC	24,500
Wallace Engineering – Structural Consultants, Inc.	3,830
Total, Norman Campus	212,783
For the Health Sciences Center, Oklahoma City:	
Firm Name	Total Fees
Frankfurt-Short-Bruza Associates, Inc.	10,900
Leidos Engineering, LLC	68,331
Studio Architecture	12,319
Ross Engineering, LLC	3,200
The Small Group, LLC	11,900
Total, Health Sciences Center, Oklahoma City	106,650

For OU-Tulsa:

Firm Name	Total Fees
Kinslow, Keith & Todd, Inc. Kirkpatrick Forest Curtis PC Ross Engineering, LLC Total, OU-Tulsa	6,800 21,971 3,000 31,771
Total, All Campuses	\$351,204

QUARTERLY REPORT OF PURCHASES – ALL January 1,2015 – March 31, 2015

<u>Item</u>	<u>Description</u>	Campus-Department	Vendor	Award Amount	Explanation/ Justification
I.		PURCHASE OBLIGA	TIONS FROM \$50,000	TO \$250,0	000
	Norman Campus				
1	Service	Athletics	Continental Airlines, Inc.	70,000	Air Charter
2	Furniture	College of Continuing Education	Copelin's Office Center, Inc.	133,231	Furniture
3	Equipment	Biology	Terzic Instruments, LLC	126,305	Microscopes
4	Supplies	Housing & Food Services	American Hotel Register Company	50,055	Mattresses
5	Equipment	Information Technology	SKC Communication Products, LLC	60,082	Audio Visual Equipment
6	Service	Jimmie Austin OU Golf Club	Course Crafters	244,427	Bunker Renovation
7	Furniture	College of Continuing Education	Copelin's Office Center, Inc.	125,732	Furniture
8	Equipment	Stephenson Research Technology Center	VWR International, LLC	100,000	Lab Equipment
9	Equipment	Information Technology	SKC Communication Products	92,590	Audio Visual Equipment
10	Equipment	Facilities Management	Enid New Holland	79,076	Utility Vehicles
11	Service	Facilities Management	Oklahoma Roofing & Sheet Metal, LLC	112,635	Roof Replacement
12	Service	Facilities Management	K&M Dirt Services, LLC	167,000	Demolition

13	Equipment	Facilities Management	Mitsubishi Electric	79,987	Generators
	Health Sciences Center Campus				
14	Equipment	Site Support	Firetrol Protection Systems	89,820	Fire Alarm System Upgrades
15	Service	University Research Park	Service Tech Cooling Towers, LLC	72,225	Repair & Clean Cooling Towers
16	Equipment	Comparative Medicine	Hanneman Radiographic Concepts	59,995	X-Ray Generator
17	Furniture	OU Physicians	Scott Rice	93,285	Furniture
18	Equipment	Department of Chemistry / Biochemistry	VWR International, LLC	70,136	Research Equipment
19	Equipment	Department of Chemistry / Biochemistry	VWR International, LLC	139,403	Scientific Equipment
20	Equipment	College of Allied Health	SKC Communication Products, LLC	96,530	Audio Visual Equipment
21	Supplies	Information Technology	Anixter, Inc.	171,125	Fiber Cable
22	Service	Office of Community Partnerships & Health Policy	Residence Inn by Marriott	50,760	Lodging
23	Equipment	Site Support	MAC Systems	135,392	Fire Panel System Replacement
24	Furniture	OU Physicians	McKesson Medical-Surgical	70,636	Exam Room Furniture
25	Furniture	College of Dentistry	Krueger International	62,515	Furniture

26	Equipment	College of Allied Health	SKC Communication Products, LLC	91,969	Audio Visual Equipment
27	Supplies	OU Physicians	Raley Scrubs	60,000	Employee Uniforms
	Tulsa Campus				
28	Furniture	Tandy Education Center	Scott Rice	80,557	Furniture
II.	S	SOLE SOURCE PROCUF Compe	REMENTS FROM \$50, etition Not Applicable	000 TO \$2:	50,000
	Norman Campus				
29	Equipment	Department of Petroleum & Geological Engineering	Applied Seismology Consultants LTD	57,823	Laboratory Equipment
30	Service	South Central Comprehensive Centers	E Rate Central	75,000	E-Rate 2.0 Training
31	Service	Center for Student Life	Jackie Apple Bleed Travels	85,000	Jack White Concert
32	Equipment	Athletics	Hydroworx International	110,050	Hydro Therapy Pools
33	Software	Human Resources	Equifax Information Services, LLC	85,326	ACA Management Platform
34	Software	Parking & Transportation Services	T2 Systems	75,450	Software Subscription
35	Software	Department of Petroleum & Geological Engineering	Green Imaging Technology	70,000	Software Upgrade
36	Equipment	Housing & Food Services	Tulsa Cash Register Company, Inc.	155,940	Credit Card Readers

EXHIBIT F

37	Service	Budget Office	Capitol Decisions, Inc.	185,000	Congressional & Governmental Services
38	Service	College of Architecture	Academic Initiatives Abroad	122,370	Rome Study Abroad Program
39	Service	OU Lean Institute	Tobias Quality Concepts, LLC	100,000	Lean Six Sigma Training
40	Equipment	Department of Chemistry / Biochemistry	Shimadzu Scientific Instruments, Inc.	59,680	Scientific Instruments
41	Equipment	Housing & Food Services	Strategic Equipment and Supply Corporation	156,239	Food Equipment
42	Service	College of Education	Digital Measures, LLC	89,283	Collecting & Reporting Services
43	Service	College of International Studies	Vanguard Travel Services	85,000	Program Fees
44	Service	College of Continuing Education	Northrop Grumman Systems Corporation	195,071	Website Maintenance
45	Equipment	Department of Chemistry / Biochemistry	Bruker Optics, Inc.	82,145	Spectrometer
46	Service	College of Continuing Education Center for Community, Energy & Economic Development	Global Well Control, Inc.	200,000	Blowout Prevention School
47	Software	Human Resources	Ethority	89,826	Affordable Healthcare Act Management Software
48	Software	Housing & Food Services	Tulsa Cash Register Company, Inc.	53,424	Software Upgrade
49	Software	University Libraries	Exaptive, Inc.	100,000	Cognitive Network Pilot

50	Service	Athletics	National Center for Employee Development	126,000	Expenses for Football Team Home Games
	Health Sciences Center Campus				
51	Service	Site Support	Trane US, Inc.	93,765	#7 Chiller Overhaul
52	Service	Bird Library	Elsevier, Inc.	75,000	Electronic Books
53	Equipment	OU Physicians Reproductive Medicine	OEC Medical Systems, Inc.	64,800	Brivo Prime Digital Mobile C-Arm
54	Service	OU Physicians	University Health System Consortium	90,500	Practice Plan Membership
55	Equipment	OU Breast Institute	Hologic, Inc.	246,900	Mammography Equipment
56	Equipment	Department of Microbiology & Immunology	Becton Dickinson & Company	249,887	Lab Equipment
57	Equipment	Comparative Medicine	Allentown, Inc.	87,400	Enclosures
58	Service	Department of Pediatrics	Stephan Ladisch	36,000	Strategic Research Plan
59	Equipment	OU Physicians	Nikon Microscope	140,649	Microscopes
	Tulsa Campus				
60	Service	Center for Disabilities Education & Training	Rescare, Inc.	117,000	Project Add Us
61	Equipment	Simulation Center	CAE Healthcare, Inc.	97,830	Simulator Equipment & Cameras

Non-Substantive Program Change Approved by Academic Programs Council, May 1, 2015 Course Requirements Change

Prefix / Number	Title	Comments

COURSE CHANGES

College	of Arts	and	Sciences:

Conege	or rints an	d Sciences.	
BIOL	1003	Contemporary Issues in Biology	Change Description Change Course Level
CHIN	3113	Advanced Chinese I	Change Description Change Course Level
CHIN	4533	Newspaper Reading	Change Title Change Title (Short) Change Description Change Course Level
CHIN	4543	Introduction to Classical Chinese	Change Title Change Title (Short) Change Description Change Course Level
ENGL ENGL	2293 3843	Theory Now (old) Theory Now (new)	Change Course Number Change Description
FMS	3313	Single Camera Production	Change Title Change Title (Short) Change Description Change Course Level
GERM	3423	Advanced German Composition	Change Description Change Course Level
GERM	3523	Advanced Conversation	Change Description Change Course Level
GERM	3853	Literature and Film	Change Description Change Course Level
HES HES	1561 1562	Lifeguard Training (old) Lifeguard Training (new)	Change Course Number Change Title Change Title (Short) Change Description Change Course Level

EXHIBIT G

HES	4430	Internship in Health and Exercise Science	Change Title (Short) Change Description Change Course Level
HES	4823	Sport and Exercise Nutrition	Change Description
HES HES	4853 4573	Chronic Disease Intervention (old) Chronic Disease Intervention (new)	Change Course Number Change Description Change Course Level
MLLL	4453	Introduction to Chinese Language and Linguistics	Change Description
MRS MRS	4013 3023	Medieval Studies: Materials and Methods (old) Medieval Studies: Materials and Methods (new)	Change Course Number Change Title Change Title (Short) Change Description Change Course Level
MRS	4903	Seminar in Medieval Culture	Change Title Change Title (Short) Change Description Change Course Level
NAS NAS	2003 2013	Foundations in Native American Studies (old) Foundations in Native American Studies (new)	Change Course Number Change Title Change Title (Short) Change Description Change Course Level
NAS NAS	3333 3513	Native American Film (old) Native American Film (new)	Change Course Number Change Course Level
NAS	3403	Introduction to Native Peoples and Sustainability	Change Course Number
NAS	3313	(old) Introduction to Native Peoples and Sustainability (new)	
NAS	3503	Gender and Sexuality in Native North America (old)	Change Course Number Change Description
NAS	3123	Gender and Sexuality in Native North America (new)	Change Description
NAS NAS	3953 3323	Tribal Service Learning (old) Tribal Service Learning (new)	Change Course Number Change Description
NAS NAS	4013 4053	Senior Capstone (old) Senior Capstone (new)	Change Course Number Change Course Level

NAS NAS	4693 4523	Contemporary Native American Artist (old) Contemporary Native American Artist (new)	Change Course Number Change Description Change Course Level	
NAS NAS	4833 4333	American Indian Health Issues and Concerns (old) American Indian Health Issues and Concerns (old)	Change Course Number Change Description Change Course Level	
NAS NAS	4920 3013	Native American Studies Internship (old) Native American Studies Internship (new)	Change Course Number Change Description Change Course Level	
PHYS	3803	Introduction to Quantum Mechanics I	Change Description Change Course Level	
PSY	2603	Developmental Psychology	Change Title Change Title (Short) Change Description Change Course Level	
SPAN	2603	Spanish for Social Work	Change Title Change Title (Short) Change Description Change Course Level	
SPAN	3723	Business Spanish	Change Title Change Title (Short) Change Description	
Price Co	llege of E	Business:		
FIN	3603	Advanced Corporate Finance	Change Description	
MIS	4663	MIS Field Project	Change Description	
Jeannine	Rainbolt	College of Education:		
EIPT	6153	Motivation in Education	Change Title Change Title (Short) Change Description	
University College:				
AERO	3013	Principles of Air Force Management	Change Title Change Title (Short) Change Description Change Course Level	

AERO 3023 Leadership and Organizational Dynamics

Change Title Change Title (Short) Change Description Change Course Level

COURSE DELETIONS

College of Arts and Sciences:

LING 4453 Introduction to Chinese Language and Linguistics

College of Liberal Studies:

LSTD 4950 Internship in Liberal Studies

NEW COURSES

College of Architecture:

L A 4743 Garden History from Ancient to Contemporary

College of Arts and Sciences:

ENGL	1003	Introduction to Shakespeare
HES	4553	Measurement and Evaluation in Health Promotion
HIST	4413	Italy, America, and World War II
HES	4503	Principles of Community Health
LING	4173	Typology
P SC	4893	Intelligence Analytics II
MBIO	4263	Cell Biology Laboratory
PBIO	4263	Cell Biology Laboratory
LING	3173	Lesser Studied Languages
P SC	4853	Ethics and Intelligence
P SC	4833	Intelligence Collection, Covert Action, and Politics
P SC	3493	Congress: Politics, Policy and the Constitution
P SC	4873	Tools of Statecraft

P SC	4883	Intelligence Analytics I
LING	3813	Sociolinguistics
SOC	3993	Sociology of Gender and Sexuality in the Media
P SC	4843	Foreign Intelligence Services
P SC	4863	Strategic Intelligence Challenges
College o	of Engine	ering:
C S	4173	Computer Security
C S	5173	Computer Security
Gaylord	College o	f Journalism:
JMC	4603	Business of Professional Writing

Academic Program Council Approved Course Changes - May 22, 2015

COURSE CHANGES

College of Arts and Sciences:

NAS NAS	4313 4133	Tribal Historic Preservation (old) Tribal Historic Preservation (new)	Change Course Number Change Description Change Course Level
NAS NAS	5313 5133	Tribal Historic Preservation (old) Tribal Historic Preservation (new)	Change Course Number Change Description Change Course Level
NAS	4913	American Indian Education Policy and Development (old)	Change Course Number Change Description
NAS	4343	American Indian Education Policy and Development (new)	C I
COMM	5263	Health Communication	Change Title Change Description Change Course Level

COMM	5393	Risk Assessment and Communication	Change Title Change Title (Short) Change Description Change Course Level
COMM	5553	Persuasive Communication Campaigns	Change Title Change Title (Short) Change Course Level
HES HES	6853 6583	Chronic Disease Assessment and Intervention (old) Chronic Disease Assessment and Intervention (new)	Change Course Number Change Description Change Course Level
HSCI	5623	Practicum/Internship in the Digital Humanities	Change Description
NAS	3863	Research Methods in Native American Studies (old)	Change Course Number Change Description
NAS	4033	Research Methods in Native American Studies (new)	Change Course Level
NAS	4023	Native Cultural Aesthetics & the Heritage Industry (old)	Change Course Number Change Description
NAS	4513	Native Cultural Aesthetics & the Heritage Industry (new)	
NAS	4303	Oklahoma Tribal History (old)	Change Course Number
NAS	4113	Oklahoma Tribal History (new)	Change Description
NAS NAS	4413 4363	Tribal Governance and Leadership (old) Tribal Governance and Leadership (new)	Change Course Number Change Description
NAS NAS	4803 4043	American Indian Federal Law & Policy (old) American Indian Federal Law & Policy (new)	Change Course Number Change Title Change Title (Short) Change Description Change Course Level
NAS	4893	Contemporary Native American Artist II (old)	Change Course Number
NAS	4533	Contemporary Native American Artist II (new)	Change Description Change Course Level
NAS NAS	4993 4543	Understanding Native American Art of Today (old)	_
CAN	4343	Understanding Native American Art of Today (new)	Change Description

NAS NAS	5023 5513	Native Cultural Aesthetics & the Heritage Industry (old) Native Cultural Aesthetics & the Heritage Industry (new)	Change Description
NAS NAS	5303 5113	Oklahoma Tribal History (old) Oklahoma Tribal History (new)	Change Course Number Change Description
NAS NAS	5413 5363	Tribal Governance and Leadership (old) Tribal Governance and Leadership (new)	Change Course Number Change Description Change Course Level
NAS NAS	5803 5043	American Indian Federal Law & Policy (old) American Indian Federal Law & Policy (new)	Change Course Number Change Title Change Title (Short) Change Description Change Course Level
NAS NAS	5893 5533	Contemporary Native American Artist II (old) Contemporary Native American Artist II (new)	Change Course Number Change Title (Short) Change Description Change Course Level
NAS	5973	Research Methods in Native American Studies	Change Course Number
NAS	5033	(old) Research Methods in Native American Studies (new)	Change Title (Short) Change Description Change Course Level
NAS NAS	5993 5543	Understanding Native American Art of Today (old) Understanding Native American Art of Today (new)	Change Course Number Change Description
Jeannine	Rainbolt	College of Education:	
EDEC	3333	Social Emotional Learning and Child Guidance	Change Description
EDEC	3543	Teaching and Learning in Early Childhood Education	Change Description
EDEC	3553	Field Experience with Seminar	Change Description
EDEL	4063	Critical Inquiry and Integrated Instruction	Change Description Change Course Level
EDEL	4101	Mentoring	Change Description

EDLT	3183	Theories of Literacy Development for Young Children	Change Description
EDMA	4353	4-8 Grade Mathematics Concepts	Change Description
EDS	4003	Schools in American Cultures	Change Description
EDSC	4193	Teaching Science in Elementary Schools	Change Description
EDSP	3054	Understanding and Accommodating Students with Exceptionalities	Change Description Change Course Level
EDSS	4323	Teaching Social Studies in Elementary/Middle Schools	Change Description
EIPT	3043	Learning with Educational Technologies	Change Description
Gaylord	College o	f Journalism:	
JMC	3514 4524	Writing the Short Story (old) Writing the Short Story (new)	Change Course Number Change Description Change Course Level
JMC	4573	Theories of Professional Writing	Change Description Change Course Level
		COURSE DELETIONS	
College o	of Arts an	d Sciences:	

COMM	5343	Mass Communication Perspectives
COMM	6383	Seminar in Political Communication
NAS	4323	Indigenous Archaeology
NAS College o	5323 of Liberal	Indigenous Archaeology Studies:
LSTD	5950	Internship in Liberal Studies

NEW COURSES

College of Arts and Sciences:

COMM	6473	Communication and Public Opinion
COMM	6493	Seminar in Interpersonal Communication
HES	5513	Perspectives in Global Health
COMM	6443	Seminar in Organizational Communication
HES	6503	Principles of Epidemiology in Health Promotion
COMM	6463	Media and Political Behavior
S WK	5353	International Child Welfare
NAS	5343	American Indian Education Policy and Development
HSCI	4623	Practicum/Internship in the Digital Humanities
COMM	6483	Media and Civic Life
COMM	6523	Health, Culture, and Communication
P SC	5583	Gender and Global Politics
BIOL	4953	BioWriting
BIOL	5953	BioWriting
MBIO	4953	BioWriting
MBIO	5953	BioWriting
PBIO	4953	BioWriting
PBIO	5953	BioWriting

Price College of Business:

MIT 5702 Social Analytics

Mewbourne College of Earth & Energy:

P E 5523 Advanced Production Engineering

Gaylord College of Journalism:

JMC	5193	Principles of Media Entrepreneurship
JMC	5524	Writing the Short Story
JMC	4193	Principles of Media Entrepreneurship
JMC	5573	Theories of Professional Writing
JMC	5483	Global and International Public Relations
JMC	4483	Global and International Public Relations
JMC	4543	Sci-Fi & Fantasy Writing
JMC	5543	Sci-Fi & Fantasy Writing
JMC	4583	Romance & Suspense Writing
JMC	5583	Romance & Suspense Writing

QUARTERLY FINANCIAL ANALYSIS For the quarter ended March 31, 2015

EXECUTIVE SUMMARY

Highlights from the *Statements of Net Assets* as of March 31, 2015 and *Statements of Changes in Net Assets* for the nine months then ended are presented below.

STATEMENTS OF NET ASSETS

- Total assets of \$2.1 billion exceeded related liabilities of \$1.2 billion by \$929.2 million.
- Education & General assets of \$150.2 million exceeded related liabilities of \$22.1 million by \$128.1 million.
- Sponsored Program assets of \$14.5 million offset related liabilities of \$14.5 million.
- Auxiliary Enterprise assets of \$600.0 million exceeded related liabilities of \$357.2 million by \$242.8 million.
- Service Unit assets of \$194.4 million exceeded related liabilities of \$127.4 million by \$67.0 million.
- Regents' Fund assets of \$134.7 million exceeded related liabilities of \$44.1 million by \$90.6 million
- Other Fund assets of \$1.0 billion exceeded related liabilities of \$632.9 million by \$400.8 million. Other Funds consist of fixed assets, net of accumulated depreciation and related bonds and master lease obligations, short-term pooled investment fund, student fee and fringe benefit clearing departments and other academic and administrative activities.

STATEMENTS OF CHANGES IN NET ASSETS

- Total revenues of \$847.4 million exceeded expenses of \$829.9 million by \$17.5 million.
- Education & General revenues of \$457.9 million exceeded expenses of \$426.6 million, resulting in a net increase of \$31.3 million.
- Sponsored Program revenues of \$110.2 million offset expenses of \$110.2 million.
- Auxiliary Enterprise revenues of \$181.5 million trailed expenses of \$183.5 million, resulting in a net decrease of \$2.0 million.
- Regents' Fund revenues of \$4.4 million trailed expenses of \$4.8 million, resulting in a net decrease of \$428,000.
- Other Fund revenues of \$93.4 million trailed expenses of \$104.8 million, resulting in a net decrease of \$11.4 million.

Highlights from Regents' Fund investments as of March 31, 2015 for the nine months then ended are presented below.

• As of March 31, 2015, the Regents' Fund consisted of 238 individual funds under the governance of the Board of Regents of the University of Oklahoma.

- As of March 31, 2015, total net market value of assets held effective July 1, 2014, by the University of Oklahoma Foundation, on behalf of the Regents' Fund, was \$131.4 million.
- Regents' Fund assets held in the Consolidated Investment Fund (CIF) had a net market value of \$88.4 million, a \$3.7 million (4.4%) increase from June 30, 2014.
- Regents' Fund assets held in the Expendable Investment Pool (EIP) had a net market value of \$43.0 million, a \$2.7 million (5.9%) decrease from June 30, 2014.

UNIVERSITY OF OKLAHOMA - NORMAN CAMPUS STATEMENTS OF NET ASSETS AS OF MARCH 31, 2015 AND 2014 UNAUDITED

	Education &		General		Sponsored Programs	Programs	Auxilia	Auxiliary Enterprises		Service Units	Units
	3/31/2015		3/31/2014	3/31	3/31/2015	3/31/2014	3/31/2015	3/31/2014	<u> </u>	3/31/2015	3/31/2014
ASSETS CURRENT AND NONCURRENT ASSETS Cash and Cash Equivalents	\$ 45.165.000	€3	64.266.000	es 100	85.490.000	\$ 72.313.000	\$ 53.250.000	000 \$ 41.427.000	9	56.872.000	\$ 32.753.000
Investments Chidoxi I one Boosinghia Not			-		32,000			•		'	
Student Loans Receivable, Net Accounts Receivable, Net	18,205,000		15,849,000	28,	28,025,000	36,580,000	5,006,000	. 4,627,000	. 00	8,638,000	8,330,000
Due From (To) Other Funds	86,824,000		74,768,000	66)	(99,085,000)	(90,477,000)	1,156,000	က	00	•	27,481,000
Deposits and Prepaid Expenses	(2,000)	_	•			•	7,043,000		8	1,082,000	1,008,000
Inventory			-		•	•	2,825,000		8	622,000	572,000
Total Current and Noncurrent Assets	150,189,000	_	154,883,000	4,	14,462,000	18,450,000	69,280,000	92,728,000	00	67,214,000	70,144,000
FIXED ASSETS, NET			•				530,733,000	511,691,000	00	127,179,000	122,892,000
Total Assets	\$ 150,189,000	8	154,883,000	\$ 14,	14,462,000	\$ 18,450,000	\$ 600,013,000	0 \$ 604,419,000	\$	194,393,000	\$ 193,036,000
LIABILITIES & NET ASSETS CURRENT AND NONCURRENT LIABILITIES Accounts Payable	\$ (26,000)	\$	(3,000)	6	(2,000)	\$ (1,000)	\$ 5,388,000	000;312,000	\$	3,362,000	\$ 3,392,000
Utilities Management Agreement OPEB Obligation											
Current Portion of L-T Debt Accrued Expenses	22,061,000		21,381,000				15,355,000 10,828,000	15,066,000 0 10,545,000	88	2,300,000 4,413,000	1,912,000
Deferred Income Deposits Held in Custody for Others	100,000		54,000	4	14,463,000	18,450,000	27,495,000		00 '	11,812,000	13,163,000
Total Current and Noncurrent Liabilities	22,135,000		21,432,000	14,	14,461,000	18,449,000	59,066,000	000(087,580,000	8	21,887,000	22,211,000
LONG-TERM LIABILITIES Utilities Management Agreement	'		•		•	•				•	1
OPEB Obligation Federal Loan Program Refundable	'		•			•		ı	1		•
Contribution Ronds and Master Lease Obligations							- 298 173 000	341 162 000	۰ ۶	105 551 000	100 592 000
Total Long-Term Liabilities							298,173,000		88	105,551,000	100,592,000
Total Liabilities	22,135,000	_	21,432,000	4,	14,461,000	18,449,000	357,239,000	375,442,000	00	127,438,000	122,803,000
NET ASSETS Unrestricted	128,054,000		133,451,000		' '		25,569,000	00 43,514,000	00	47,627,000	49,845,000
Restricted Endowment					1,000	1,000					1 1
Capital Assets, Net of Related Debt	•		-		•	•	217,205,000		00	19,328,000	20,388,000
Total Net Assets	128,054,000		133,451,000		1,000	1,000	242,774,000	228,977,000	8	66,955,000	70,233,000
Total Liabilities & Net Assets	\$ 150,189,000	€9	154,883,000	\$ 14,	14,462,000	\$ 18,450,000	\$ 600,013,000	0 \$ 604,419,000	900	194,393,000	\$ 193,036,000

134,895,000 \$1,033,681,000 \$1,002,972,000 \$ 2,127,420,000

134,682,000

Total Liabilities & Net Assets

UNIVERSITY OF OKLAHOMA - NORMAN CAMPUS STATEMENTS OF NET ASSETS AS OF MARCH 31, 2015 AND 2014 UNAUDITED

		Regen	Regents' Fund		Other	Other Funds	7	Total
		3/31/2015		3/31/2014	3/31/2015	3/31/2014	3/31/2015	3/31/2014
ASSETS CURRENT AND NONCURRENT ASSETS								
Cash and Cash Equivalents	↔	602,000	↔	2,249,000	\$ 107,710,000	\$ 190,451,000	\$ 349,089,000	\$ 403,459,000
Student Loans Receivable, Net		2,119,000		2,135,000	33,450,000	17,430,000	35,569,000	19,565,000
Accounts Receivable, Net Due From (To) Other Funds		6,000		- 29.765.000	10,992,000	24,322,000	70,872,000	89,708,000
Deposits and Prepaid Expenses		•		, '	6,231,000	7,507,000	14,351,000	16,171,000
Inventory				1	519,000	472,000	3,966,000	4,816,000
Total Current and Noncurrent Assets		134,682,000		134,895,000	180,033,000	169,644,000	615,860,000	640,744,000
FIXED ASSETS, NET		•		1	853,648,000	833,328,000	1,511,560,000	1,467,911,000
Total Assets	↔	134,682,000	ઝ	134,895,000	\$ 1,033,681,000	\$ 1,002,972,000	\$ 2,127,420,000	\$ 2,108,655,000
LIABILITIES & NET ASSETS CURRENT AND NONCURRENT LIABILITIES								
Accounts Payable	€	2,594,000	↔	42,000	39,789,000	\$ 42,329,000	\$ 51,105,000	\$ 56,071,000
Utilities Management Agreement OPEB Obligation					4,720,000	4,720,000	4,720,000	4,720,000 4.852.000
Current Portion of L-T Debt		•		•	14,164,000	12,366,000	31,819,000	29,344,000
Accrued Expenses		•		•	5,012,000	11,559,000	42,314,000	47,229,000
Deferred Income Deposits Held in Custody for Others		- 41 469 000		- 40 877 000	(3,302,000)	(15,956,000)	50,568,000	44,068,000
Total Current and Noncurrent Liabilities		44.063.000		40.919,000	77,267,000	62,458,000	238,879,000	229,749,000
ONG-TERMITTER								
Utilities Management Agreement		•		•	90,120,000	94,840,000	90,120,000	94,840,000
OPEB Obligation		•		•	88,543,000	81,677,000	88,543,000	81,677,000
Federal Loan Program Kerundable Contribution		•		1	14,404,000	14,478,000	14,404,000	14,478,000
Bonds and Master Lease Obligations		•		•	362,583,000	351,731,000	766,307,000	763,485,000
Total Long-Term Liabilities		•		•	555,650,000	542,726,000	959,374,000	954,480,000
Total Liabilities		44,063,000		40,919,000	632,917,000	605,184,000	1,198,253,000	1,184,229,000
NET ASSETS								
Unrestricted Restricted		2,594,000 35,068,000		42,000	(76,137,000)	(71,443,000)	127,707,000 35,069,000	155,409,000 42,051,000
Endowment		52,957,000		51,884,000	- 476 904 000	- 000 231	52,957,000	51,884,000
Total Net Assets		90,619,000		93,976,000	400,764,000	397,788,000	929,167,000	924,426,000

UNIVERSITY OF OKLAHOMA - NORMAN CAMPUS STATEMENTS OF CHANGES IN NET ASSETS FOR THE NINE MONTHS ENDED MARCH 31, 2015 AND 2014 UNAUDITED

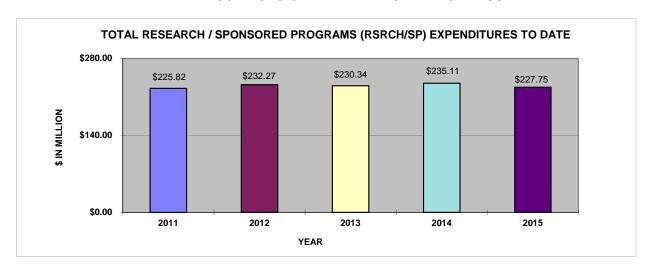
	Edu	Education & General	eral	Spon	Sponsored Programs	ams	Auxi	Auxiliary Enterprises	ses
		% of			% of			% of	
	3/31/2015	Budget	3/31/2014	3/31/2015	Budget	3/31/2014	3/31/2015	Budget	3/31/2014
REVENUES:									
Tuition and Fees	\$ 275,350,000	100.1%	\$ 251,976,000	ج	%0.0	•	\$ 7,205,000	143.7%	\$ 7,253,000
Sponsored Programs	8,371,000	%1.7%	3,771,000	109,714,000	79.2%	115,932,000	1,900,000	%0.0	1,618,000
Sales and Services	15,658,000	36.5%	15,985,000	•	%0.0	1	170,506,000	76.1%	157,540,000
State Appropriations	111,706,000	%0.056	114,097,000	•	%0.0	•	•	%0.0	•
Private Gifts	10,125,000	91.4%	9,236,000	•	%0.0	•	12,000	%0.0	13,000
On Behalf Payments	•	%0.0	•	•	0.0%	•	'	%0.0	•
State School Land Funds	•	%0.0	•	•	%0.0	•		%0.0	•
Endowment and Investment Income	2,779,000	45.1%	3,835,000	28,000	n/a	17,000	000'6	64.3%	427,000
Other Sources	33,967,000	19.2%	35,902,000	411,000	n/a	9'000	1,939,000	339.0%	2,109,000
Gross Margin	457,956,000	%0.98	434,802,000	110,153,000	79.5%	115,955,000	181,571,000	78.3%	168,960,000
EXPENSES:									
Compensation	247,488,000	81.0%	235,037,000	52,357,000	74.1%	52,172,000	53,409,000	74.2%	49,615,000
Depreciation		0.0%			0.0%		21,432,000	75.8%	20,590,000
Scholarships and Fellowships	55,978,000	104.3%	44,612,000	2,608,000	74.0%	2,569,000	9,988,000	88.3%	9,789,000
Utilities	24,647,000	77.2%	22,572,000	•	%0.0	•	11,485,000	75.2%	11,104,000
Cost of Goods Sold	81,000	n/a	31,000	•	%0.0	•	14,040,000	79.5%	14,127,000
Debt Service - Interest and Fees	ı	%0.0	81,000	•	0.0%	Ī	9,593,000	61.1%	10,482,000
Professional and Technical Fees	2,118,000	144.3%	1,774,000	2,526,000	74.1%	3,113,000	1,834,000	79.8%	1,701,000
Maintenance and Repair	10,969,000	81.0%	10,946,000	•	%0.0	•	9,155,000	73.0%	8,907,000
Supplies and Materials	6,642,000	22.3%	7,899,000	2,347,000	74.1%	2,636,000	8,406,000	92.3%	7,700,000
Travel	6,059,000	155.8%	5,090,000	2,768,000	74.1%	2,730,000	8,571,000	86.3%	7,121,000
Library Books and Periodicals	7,867,000	%6.89	6,577,000	•	%0.0	•	•	%0.0	•
Communications	2,807,000	75.7%	2,810,000	347,000	n/a	323,000	1,526,000	64.9%	1,530,000
Other Uses	61,957,000	86.8%	47,648,000	47,200,000	151.7%	52,413,000	34,092,000	%8.96	33,243,000
Total Expenses	426,613,000	81.0%	385,077,000	110,153,000	92.1%	115,956,000	183,531,000	79.2%	175,909,000
Net Increase (Decrease) In									
Net Assets	\$ 31,343,000		\$ 49,725,000	· &		\$ (1,000)	\$ (1,960,000)		\$ (6,949,000)

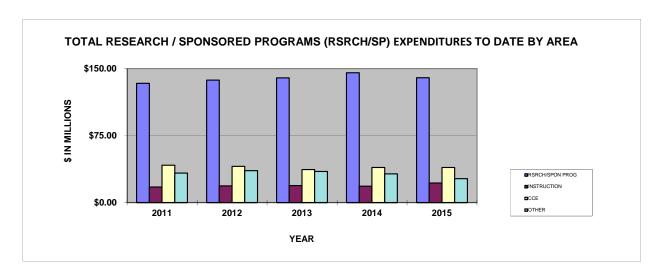
UNIVERSITY OF OKLAHOMA - NORMAN CAMPUS STATEMENTS OF CHANGES IN NET ASSETS FOR THE NINE MONTHS ENDED MARCH 31, 2015 AND 2014 UNAUDITED

	Regent	Regents' Fund	Other Funds	Funds		Total	tal	
	3/31/2015	3/31/2014	3/31/2015	3/31/2014	3/31/2015	% of Total	3/31/2014	% of Total
REVENUES:								
Tuition and Fees	· \$	•	\$ 7,265,000	\$ 2,920,000	\$ 289,820,000	34.2%	\$ 262,149,000	31.2%
Sponsored Programs	•	•	1,364,000	1,257,000	121,349,000	14.3%	122,578,000	14.6%
Sales and Services	•	•	•	9,010,000	186,164,000	22.0%	182,535,000	21.7%
State Appropriations	•	•	•	•	111,706,000	13.2%	114,097,000	13.6%
Private Gifts	531,000	9,627,000	1,052,000	1,484,000	11,720,000	1.4%	20,360,000	2.4%
On Behalf Payments	•	•	•	•	•	%0.0	•	%0.0
State School Land Funds	•	•	6,960,000	7,355,000	000'096'9	0.8%	7,355,000	%6.0
Endowment and Investment Income	3,128,000	9,035,000	3,489,000	811,000	9,433,000	1.1%	14,125,000	1.7%
Other Sources	724,000	264,000	73,252,000	77,795,000	110,293,000	13.0%	116,076,000	13.8%
Gross Margin	4,383,000	18,926,000	93,382,000	100,632,000	847,445,000	100.0%	839,275,000	100.0%
EXPENSES:								
Compensation	ı	1	7,702,000	7,354,000	360,956,000	43.5%	344,178,000	43.6%
Depreciation	ı	1	28,682,000	27,611,000	50,114,000	%0.9	48,201,000	6.1%
Scholarships and Fellowships	1,517,000	1,517,000	41,707,000	40,259,000	111,798,000	13.5%	98,746,000	12.5%
Utilities	i	1	(64,000)	(120,000)	36,068,000	4.3%	33,556,000	4.3%
Cost of Goods Sold	i	1	152,000	160,000	14,273,000	1.7%	14,318,000	1.8%
Debt Service - Interest and Fees	i	1	13,132,000	14,881,000	22,725,000	2.7%	25,444,000	3.2%
Professional and Technical Fees	8,000	189,000	3,012,000	3,570,000	9,498,000	1.1%	10,347,000	1.3%
Maintenance and Repair	1	•	459,000	4,087,000	20,583,000	2.5%	23,940,000	3.0%
Supplies and Materials	i	•	3,604,000	1,232,000	20,999,000	2.5%	19,467,000	2.5%
Travel	i	•	945,000	1,006,000	18,343,000	2.2%	15,947,000	2.0%
Library Books and Periodicals	i	•		•	7,867,000	%6.0	6,577,000	0.8%
Communications	•	•	369,000	1,788,000	5,049,000	%9.0	6,451,000	0.8%
Other Uses	3,286,000	6,633,000	2,099,000	2,133,000	151,634,000	18.3%	142,070,000	18.0%
Total Expenses	4,811,000	8,339,000	104,799,000	103,961,000	829,907,000	100.0%	789,242,000	100.0%
Net Increase (Decrease) In								
Net Assets	\$ (428,000)	\$ 10,587,000	\$ (11,417,000)	\$ (3,329,000)	\$ 17,538,000		\$ 50,033,000	

THE UNIVERSITY OF OKLAHOMA

HEALTH SCIENCES CENTER AND NORMAN CAMPUS





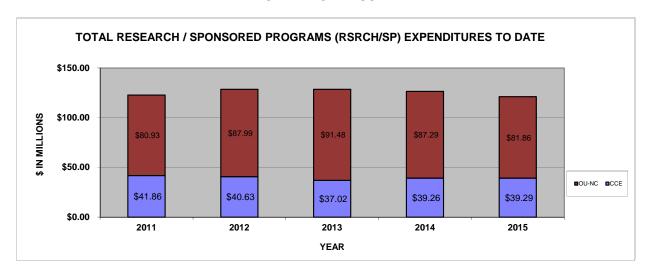
	FY 2015 YEAR	YEAR %CHANGE	FY 2014 YEAR	FY 2015 APR	MONTH %CHANGE		FY 2014 APR
RSRCH/SP	¢ 420 726 400	-3.85%	¢ 145 225 096	¢ 42.062.020	-2.39%	¢	14 202 642
INSTRUCTION	\$ 139,736,108 \$ 21,953,311	-3.85% 19.60%	\$ 145,325,986 \$ 18,355,645	\$ 13,863,838 \$ 1,971,877	-2.39% 7.21%	\$	14,202,642 1,839,271
CCE	\$ 39,287,402	0.06%	\$ 39,263,975	\$ 3,555,198	-7.11%	\$	3,827,173
NON-GRANT RSRCH/SP	\$ 26,772,473	-16.78%	\$ 32,169,161	\$ 2,573,295	16.55%	\$	2,207,802
TOTAL	\$ 227,749,294	-3.13%	\$ 235,114,767	\$ 21,964,209	-0.51%	\$	22,076,888

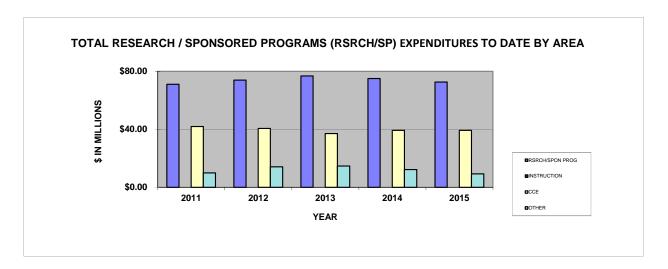
HEALTH SCIENCES CENTER AND NORMAN CAMPUS

1

THE UNIVERSITY OF OKLAHOMA

NORMAN CAMPUS





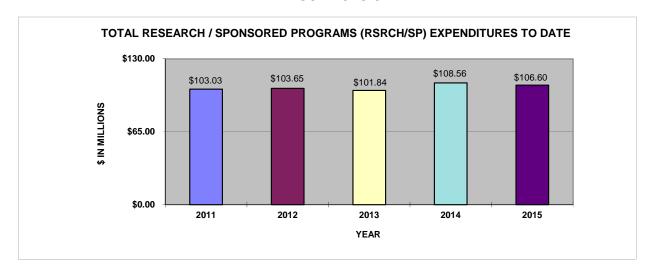
	FY 2015 YEAR	YEAR %CHANGE	FY 2014 YEAR		FY 2015 APR	MONTH %CHANGE	FY 2014 APR
RSRCH/SP	\$ 72,623,073	-3.23%	\$ 75,047,741	\$	6,974,545	6.94%	\$ 6,521,651
INSTRUCTION	\$ -		\$ -	\$	-		\$ -
CCE	\$ 39,287,402	0.06%	\$ 39,263,975	\$	3,555,198	-7.11%	\$ 3,827,173
NON-GRANT RSRCH/SP	\$ 9,236,024	-24.57%	\$ 12,244,109	\$	466,702	84.59%	\$ 252,825
TOTAL	\$ 121,146,499	-4.27%	\$ 126,555,825	\$	10,996,445	3.72%	\$ 10,601,649

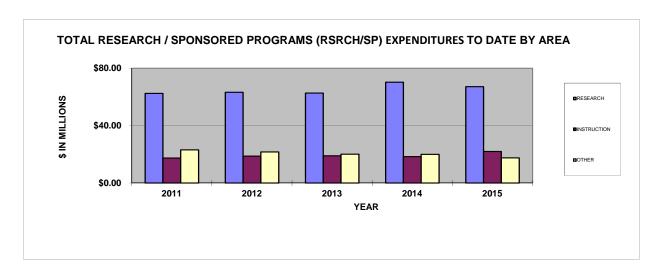
NORMAN CAMPUS

2

THE UNIVERSITY OF OKLAHOMA

HEALTH SCIENCES CENTER



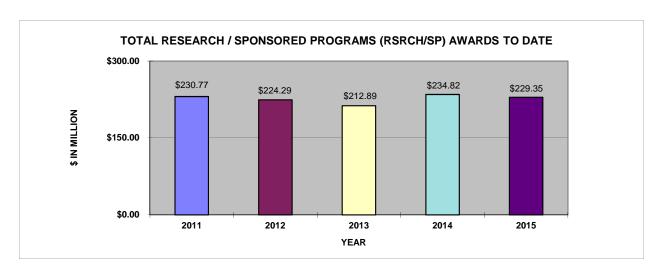


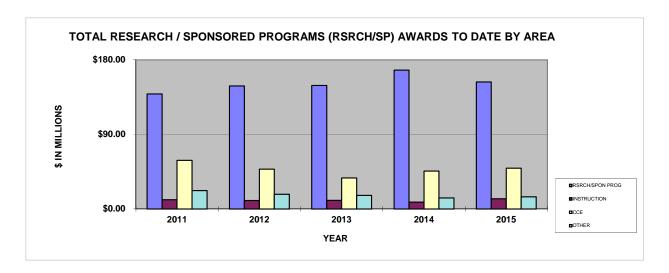
	FY 2015 YEAR	YEAR %CHANGE	FY 2014 YEAR	FY 2015 APR	MONTH %CHANGE	FY 2014 APR
RSRCH/SP INSTRUCTION NON-GRANT RSRCH/SP	\$ 67,113,035 \$ 21,953,311 \$ 17,536,449	-4.50% 19.60% -11.99%	\$ 70,278,245 \$ 18,355,645 \$ 19,925,052	\$ 6,889,293 \$ 1,971,877 \$ 2,106,593	-10.31% \$ 7.21% \$ 7.76% \$	7,680,991 1,839,271 1,954,977
TOTAL	\$ 106,602,795	-1.80%	\$ 108,558,942	\$ 10,967,764	-4.42% \$	11,475,239

HEALTH SCIENCES CENTER



NORMAN CAMPUS AND HEALTH SCIENCES CENTER



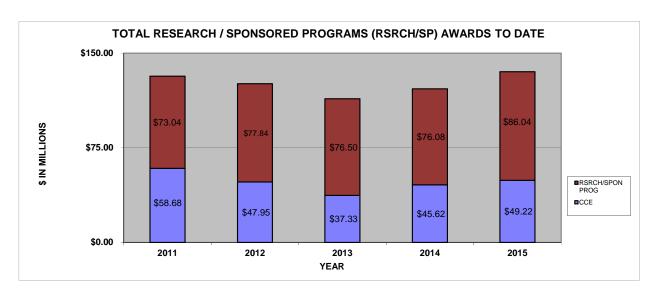


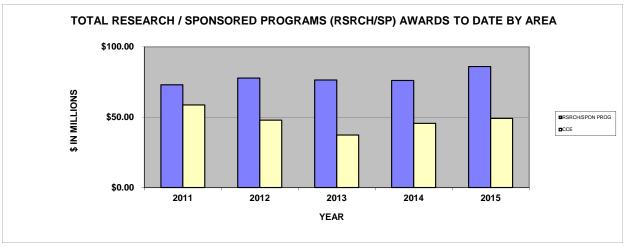
	FY 2015 YEAR	YEAR %CHANGE	FY 2014 YEAR	FY 2015 APR	MONTH %CHANGE	FY 2014 APR
RSRCH/SP	\$ 153,308,733	-8.55%	\$ 167,651,238	\$ 15.418.441	24.73%	\$ 12,361,642
INSTRUCTION	\$ 12,301,790	49.41%	\$ 8,233,322	\$ 341,295	40.27%	\$ 243,321
CCE	\$ 49,217,165	7.89%	\$ 45,618,686	\$ 672,934	107.50%	\$ 324,313
NON-GRANT RSRCH/SP	\$ 14,517,753	9.00%	\$ 13,319,320	\$ 871,263	529.60%	\$ 138,384
TOTAL	\$ 229,345,441	-2.33%	\$ 234,822,567	\$ 17,303,933	32.42%	\$ 13,067,660

NORMAN CAMPUS AND HEALTH SCIENCES CENTER



NORMAN CAMPUS





		FY 2015 YEAR	YEAR %CHANGE		FY 2014 YEAR		FY 2015 APR	MONTH %CHANGE		FY 2014 APR
RSRCH/SP	\$ *	36,038,910	10.59%	\$	76,082,830	\$	8,627,113	27.64%	\$	6,199,651
INSTRUCTION CCE		- 49,217,165	7.89%	\$ \$	- 45,618,686	\$	- 672,934	107.50%	\$ \$	- 324,313
NON-GRANT RSRCH/SP TOTAL		- 35,256,076	11.14%	\$ \$	- 121,701,517	\$ \$	- 9,300,047	42.55%	\$ \$	- 6,523,964

NORMAN CAMPUS



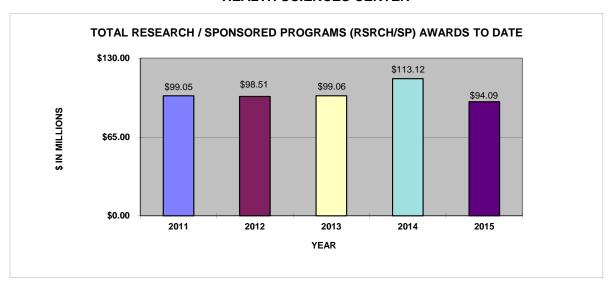
NORMAN CAMPUS REPORT OF CONTRACTS AWARDED (OVER \$250K)

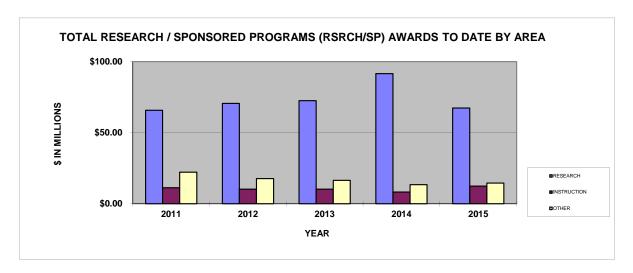
April 2015

AWD#	AGENCY	TITLE	VALUE	PERIOD	PI(s)
115336300	ICF	ICF CONTRACT FY15	\$350,169	11 mo.	Peter Correia (CSNRCYS)
105360900	DEC	MOBIDC DESIGN, PHASE II	\$649,978	16 mo.	Nathan Goodman (ECE)
105358300	CHEVRON	NEW HYBRID EOR PROCESS	\$375,000	30 mo.	Jeffrey Harwell (CBME)
105358400	HHS-NIH	X-RAY BREAST TOMOSYNTHESIS	\$598,822	12 mo.	Hong Liu (ECE)
4 Total			\$1,973,969		



HEALTH SCIENCES CENTER





		FY 2015 YEAR	YEAR %CHANGE		FY 2014 YEAR		FY 2015 APR	MONTH %CHANGE		FY 2014 APR
RSRCH/SP INSTRUCTION NON-GRANT RSRCH/SP	\$ \$	67,269,822 12,301,790 14,517,753	-26.54% 49.41% 9.00%	\$ \$	91,568,408 8,233,322 13,319,320	\$ \$	6,791,328 341,295 871,263	10.21% 40.27% 529.60%	\$ \$	6,161,991 243,321 138,384
TOTAL	\$	94,089,365	-16.82%	\$	113,121,050	\$	8,003,886	22.31%	\$	6,543,696

HEALTH SCIENCES CENTER



HEALTH SCIENCES CENTER REPORT OF CONTRACTS AWARDED (OVER \$250K)

April 2015

AWD#	AGENCY	TITLE	VALUE	PERIOD	PI(s)
20151139	Shire plc	Determination of the rhIGF- 1/rhIGFBP-3 Dose, Administere	\$2,928,925	4 mos.	Faizah N Bhatti (Peds - Neonatology)
20151591	Oklahoma State Department of Health	Ryan White Part B Services	\$740,290	12 mos.	Douglas A Drevets (Medicine - Infectious Disease)
20131943	Natl Inst on Alcohol Abuse & Alcoholism	Oklahoma Family Health Plan: A Study Across Generations	\$517,905	24 mos.	William Lovallo (Psychiatry & Behavioral Scienc)
20111343	National Eye Institute	Sphingolipid Metabolism and Signaling in the Retina	\$362,600	12 mos.	Nawajes Mandal (Ophthalmology)
20141404	Natl Inst of Dental & Craniofacial Rsch	Function of adhesins in veillonellae's role as keystone	\$431,852	36 mos.	Fengxia Qi (Micro&Immun Grants/SPNSR funds)
20130769	National Institutes of Health	Short-Term Outcomes of Interventions for Reproductive Dy	\$285,548	34 mos.	Amy B Wisniewski (Urology Sponsored Accounts)
6 Total			\$5,267,120		

UNIVERSITY OF OKLAHOMA

PROJECT INFO PROJECT NO: 1914E26 DRAWN BY: MG CHECKED BY: GA REFRENCE DATE ORDIZACIONS FRE NAME ACOZ DWG

A2-,

NOTE: RENDERINGS ARE OF COUCH SHELTER. WALKER SHELTER IS SIMILAR.

OU STORM SHELTERS 2:

4000 N CLASSEN BLVD SUITE 100N OKLAHOMA CITY, OK 73118

architecture

PH (405) 525-8806 FX (405) 525-8807 www.maplusarchitecture.com



NORTH PERSPECTIVE SCALE: NTS REFER:

1

NORMAN, OKLAHOMA

PROJECT INFO
PROJECT NO: 1914E26
DRAWN BY: MG
CHECKED BY: GA
REFRENCE
DATE
ORDIZACIONS
FRE NAME
ACOZ DWG

A2-2

NOTE: RENDERINGS ARE OF COUCH SHELTER. WALKER SHELTER IS SIMILAR.

OU STORM SHELTERS 2:



NORTHEAST PERSPECTIVE SCALE: NTS REFER:

THE UNIVERSITY OF OKLAHOMA

Student Rights and Responsibilities Code 2015-2016

Approved by the University of Oklahoma Board of Regents – June 30, 2015

I. Overview and Mission

The purpose of the Student Rights and Responsibilities Code (referred to as the "Code" or "this Code") is to establish specific student rights and responsibilities while maintaining an environment conducive to the University of Oklahoma's mission. The processes and procedures of this Code establish and enforce standards of conduct through educational experiences, fostering student learning and development while maintaining student retention.

II. Authority and Jurisdiction

The Board of Regents of the University of Oklahoma is charged in the Constitution of the State of Oklahoma with governing the University, and nothing in this Code prevents the Board of Regents from establishing or amending rules or procedures in order to fulfill its responsibility. In collaboration with the appropriate University official, the University Vice President for Student Affairs has day-to-day responsibility for disciplinary matters and maintenance of records of all actions taken. The University Vice President for Student Affairs shall be vested with the authority to establish and operate a Student Conduct Office. The respective campus Director of Student Conduct shall work in collaboration with appropriate University officials, but shall report to the University Vice President for Student Affairs ("UVPSA") for the operation of the Student Conduct Office ("Student Conduct").

This Code and the Procedures shall be effective beginning July 1, 2015.

III. Student Rights

Students of the University of Oklahoma are guaranteed certain rights by the Constitutions of the United States and the State of Oklahoma and the University of Oklahoma Student Government Association. Those documents are controlling and any questions of student rights must be decided on the language contained in those documents. Among other rights, the following apply:

- 1. The student has the right to form, join and participate in any student organization or group without regard to race, color, national origin, sex, sexual orientation, gender identity, gender expression, genetic information, age (40 or older), religion, disability, political beliefs or status as a veteran. http://www.ou.edu/home/eoo.html and http://www.ou.edu/home/misc.html
- 2. The student has the right to pursue his/her education as long as he/she meets the University's applicable academic standards and observes applicable laws and policies.
- 3. The student has the right to certain procedural due process, including notice and an opportunity to be heard.
- 4. The student has the right to a prompt, fair, and impartial process during University investigations and proceedings, from an initial investigation to the final result.
- 5. In cases involving sexual misconduct, the complainant and the respondent have the right to have the investigation and proceedings conducted by officials with annual training on issues related to dating violence, domestic violence, sexual assault, and stalking, and on how to conduct an investigation

- and hearing process that protects the safety of victims and promotes accountability.
- 6. The student has the right to request appropriate action from the administration for any violation of right guaranteed by this Code.
- 7. The student has the right not to be charged twice by the Student Conduct Office for one incident.
- 8. The student has the right to establish and/or disseminate publications free from any censorship or other official action controlling editorial policy or content in accordance with University policies.
- 9. The student has the right to invite and hear any person of his/her choice on any subject of his/her choice subject to applicable regulations and/or University policy.
- 10. The student has the right to use campus facilities, subject to regulations governing the facility. http://www.ou.edu/content/studentaffairs/services/policies_and_forms.Html
 http://www.ouhsc.edu/policy/
- 11. The student has the right of assembly to demonstrate, inform, or protest, in accordance with University policy.
- 12. The student has the right to be secure in his/her possessions, against invasion of privacy, and unreasonable search and seizure.

IV. Student Conduct Proceedings

Procedures under this Code are attached as Appendix A and available at: http://studentconduct.ou.edu/
In collaboration with the appropriate University official, the UVPSA or other appropriate administrative official vested with such authority, has discretion to take various actions under this Code for violations of law or University policy. Such actions are separate from civil, criminal or licensure proceedings that may relate to the same incident. Proceedings under the Code may be carried out prior to, simultaneously with, or following civil, criminal or licensure proceedings, at the discretion of the University.

The University will initiate the appropriate process under the Code within 365 calendar days from the date that a University employee discovers the act. Provided, however, the appropriate process shall be initiated immediately upon receipt of findings from the University's Equal Opportunity Office. In addition to any proceedings described in the Student Conduct Procedures (see Appendix A, the "Procedures")), the University may take any of the following actions:

A. Direct Administrative Action

In collaboration with the appropriate University official, the UVPSA or other appropriate administrative official vested with such authority, may immediately take Direct Administrative Action, which he/she deems necessary for the welfare or safety of the University Community; to maintain order on the campus and preserve the orderly functioning of the University; to stop or prevent interference in any manner with the public or private rights of others on University premises; to stop or prevent actions that threaten the health or safety of any person; or stop or prevent actions that destroy or damage property of the University, its students, faculty, staff, or guests.

Any student so affected may be entitled to a hearing as outlined in the Procedures, attached as Appendix A and available at: http://studentconduct.ou.edu/

B. Disciplinary Hold and Disciplinary Stop

While conduct proceedings are pending, the University may place a disciplinary hold on the student's records, which prohibits the student from registering for classes until the conduct process, including any review procedure, if requested, is complete. The University may also

place a disciplinary hold if a student fails to complete assigned sanctions, which has the same impact on a student's records and registration as described above. If a disciplinary hold is placed, the hold will not be removed until the student satisfactorily completes all sanctions.

The University may place a disciplinary stop on a student's record if a student is suspended as part of the sanctions, prohibiting a student from being admitted to or registering for classes at any campus governed by the Board of Regents of the University of Oklahoma. A disciplinary stop shall remain in effect until the suspension period is over, the student has complied with all conditions, has reapplied and been readmitted.

V. Advisors

The disciplinary process is an administrative, not a legal proceeding. Nonetheless, if a student wishes to consult an advisor, the SGA¹ General Counsel, or other advisors as may be provided by the University, advises students free of charge; or a student may hire a private advisor or attorney (collectively referred to as "advisors") at his/her own expense. Direct participation of the student is essential to the educational and/or remedial nature of the conduct process; therefore, the student must be present and actively engaged throughout the process. In cases involving a potential violation of the Sexual Misconduct, Discrimination, and Harassment Policy, the reporting party and the respondent shall have the same opportunity to be accompanied by an advisor of choice during a disciplinary proceeding or related meeting.

Except as outlined in the Procedures, attached as Appendix A and available at: http://studentconduct.ou.edu/, the advisor is limited to counseling the student and may not be present, act or speak for the student, participate directly in any hearing or meetings, cross-examine witnesses, or otherwise disrupt or delay the proceedings. Hearings and meetings, etc. will be scheduled based on student availability not advisor availability. Any advisor not complying with this section will be removed from the process at the discretion of the Director of Student Conduct or appropriate hearing Chair, in accordance with Appendix A.

VI. Student Responsibilities

Enrollment in the University creates special obligations beyond those attendant upon membership in general society. In addition to the requirement of compliance with all applicable laws and regulations, the student assumes the obligation to comply with all applicable University and College regulations.

It is the responsibility of all students who are potential parties or witnesses to an alleged violation of the Code to participate in the conduct process. Students have a duty to cooperate and discuss the incident with appropriate University officials, adhere to stated deadlines, attend scheduled meetings, provide documentation as requested and participate in all proceedings. Failure to meet these duties may result in a decision being made without the benefit of the student's participation, or may result in a student being charged with failing to comply with the direction of a University official.

Prohibited Conduct

These definitions include, but are not limited to, the following:

1. <u>Abusive conduct</u>: Unwelcome conduct that is sufficiently severe and pervasive that it alters the conditions of education or employment and creates an environment that a reasonable person would find intimidating, harassing or humiliating. These circumstances could include the frequency of the conduct, its severity, and whether it is threatening or humiliating. This includes physically abusing a person or holding a person against his or her will. Simple teasing, offhanded comments and

- isolated incidents (unless extremely serious) will not amount to abusive conduct.
- 2. <u>Alcohol violations:</u> Possessing, using, providing, manufacturing, distributing, or selling alcoholic beverages on or off campus in violation of law or University policies.
- 3. <u>Arson</u>: The willful setting fire to or burning of a structure or its contents or the property of another.
- 4. <u>Dishonesty</u>: Manufacturing, possessing, providing, making, or using false information or omitting relevant information to University officials or on University applications, forging, altering or misusing a University record or document, initiating a false report, and knowingly using or possessing forged, altered or false documents or records.
- 5. <u>Disruption or obstruction of a University activity</u>: Interference with, obstruction or disruption of University activities such as teaching, research, recreation, meetings, public events and disciplinary proceedings.
- 6. <u>Drug violations:</u> Possessing, using, providing, manufacturing, distributing, or selling drugs or drug paraphernalia in violation of law or University policies. This includes the use or possession of prescription drugs other than by the person prescribed or for a purpose other than what was prescribed.
- 7. Ethical or professional code violations, violation of licensure board rules and regulations, state and federal laws, and/or other applicable regulatory or privileges issues: as defined by the student's College or professional association or licensure board, as may be applicable to the student(s), or applicable laws or regulations.
- 8. Failing to abide by or complete a University sanction in a satisfactory manner: Failure to adhere to sanctions or engaging in other prohibited conduct while on disciplinary probation or suspension.
- 9. Failure to comply with the direction of a University official who is performing his or her duties.
- 10. <u>Failure to keep records up to date</u>: Failing to keep Admissions and Records notified of current school and/or permanent directory information, including email information.
- 11. <u>Hazing</u>: Any action or situation that recklessly or intentionally endangers the mental or physical health, safety, or welfare of an individual for the purpose of initiation, participation, admission into or affiliation with any organization at the University, as defined by Oklahoma or federal law.
- 12. <u>Interfering with, obstructing or disrupting police or fire responses</u>: Tampering with, impairing, disabling, or misusing fire protection systems such as smoke detectors, fire extinguishers, sprinklers, or alarms; failing to evacuate during a fire alarm; resisting arrest; failing to abide by the directions of police or fire personnel.
- 13. <u>Mental harassment</u>: Intentional conduct that is so extreme and outrageous that a reasonable person would not tolerate it.
- 14. <u>Misuse of computing facilities</u>: Misusing computer labs and equipment as well as technology resources including the Internet, University networks, computer software, data files belonging to others, email addresses and accounts belonging to others, University databases and violating University Information Technology computing policies. The University's Computer Use Policy is found at:

 $\frac{http://www.ou.edu/committees/itc/policy/Acceptable\ Use\ of\ Information\ Resources.html}{http://it.ouhsc.edu/policies/AcceptableUse.asp}$

- 15. <u>Misuse or defacement of University property</u>: Damage to or misuse of equipment, property, furniture, facilities and buildings belonging to the University.
- 16. Misuse or defacement of property belonging to another.
- 17. Retaliation: Taking any adverse action against a person because of, or in retaliation for, the

person's reporting of a crime or violation of University policy, or in assisting in such a claim.

18. <u>Sexual Misconduct</u>: Violating the University of Oklahoma Sexual Misconduct, Discrimination, and Harassment Policy. The following types of conduct, as defined in the Sexual Misconduct, Discrimination, and Harassment policy are all prohibited by this Code: (A) Sex Discrimination, (B) Sexual Harassment, (C) Retaliation, (D) Sexual Violence, (E) Sexual Exploitation, (F) Dating Violence, (G) Domestic Violence, and (H) Stalking (gender based).

The University of Oklahoma Sexual Misconduct, Discrimination, and Harassment Policy may be found at:

http://www.ou.edu/home/misc.html

<u>19.Stalking (not gender-based)</u>: Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's safety or the safety of others, or suffer substantial emotional distress.

- 20. <u>Theft</u>: Possessing property that is known or should have been known to be stolen, taking property without the consent of the owner, even with intent to return the property, or obtaining property by false pretenses.
- 21. <u>Unauthorized entry or exit or attempted entry or exit</u>: Entering or exiting or attempting to do the same without authority or consent with respect to University facilities, property belonging to another and fraternity and sorority houses.
- 22. Violation of local, state, federal law or University regulation or policy.
- 23. Weapons violations, possession of weapons, firearms, explosives, fireworks, ammunition or incendiary devices on campus: Actual or constructive possession or control of any weapon, including but not limited to air pistols, air rifles, lock blades, fixed blades, knives with a blade longer than four inches, blackjacks, metal knuckles, chemical substances, bombs, or any other device found to be a violation of this Code by Student Conduct. Instruments designed to look like any of the above are included in this prohibition.

VII. Sanctions

In collaboration with the appropriate University official, the UVPSA, or other appropriate administrative official vested with such authority, may issue the following sanctions in accordance with the procedures established for each campus, including an order, by agreement of the parties or by a default decision. Sanctions not on this list may be issued when deemed appropriate by the University.

- 1. Verbal Warning: A verbal notice that the behavior was inappropriate.*
- 2. <u>Written Warning</u>: A written statement that the behavior was inappropriate, which will remain on the student's University disciplinary record for a specified period of time or until the student meets certain conditions.*
- 3. <u>Disciplinary Probation</u>: A written statement that the behavior was inappropriate and should subsequent violations occur, the University will take more serious conduct action up to and including suspension or expulsion. This can include exclusion from University affiliated entities, including student organization activities for a period of time or until the student meets certain conditions. Disciplinary probation will remain on the student's disciplinary record for a specified period of time or until the student meets specified conditions.*
- 4. <u>Educational Sanctions</u>: A specific number of hours of community service, completion of a reflection or research paper, attending a class, program or lecture, attending counseling, or other actions.*

- 5. <u>Restitution</u>: Repayment for damages or misappropriation of property. This may include monetary compensation or other related service(s), such as cleaning or restoration.*
- 6. <u>Administrative Fee:</u> Administrative fees for educational programs and presentations as well as policy related administrative costs, which are assessed directly to the student's Bursar account. A financial stop may be placed on the student's record if the student fails to pay the administrative fee by the due date. This stop may prevent the student from registering for future terms or adding or dropping courses.*
- 7. <u>University-Owned Housing Reassignment or Termination</u>: Reassignment to another University-owned housing unit, exclusion from certain University-owned properties or termination of the student's housing agreement.
- 8. <u>Administrative Trespass</u>: Denial of access to all or a portion of campus, except for limited periods and specific activities with the permission of the appropriate University official, as designated by the University Vice President for Student Affairs or other appropriate administrative official vested with such authority. Should the student enter campus without written permission, the appropriate University official or the campus police may take action.
- 9. <u>Suspension</u>: Exclusion from the University and all campuses governed by the Board of Regents of the University of Oklahoma for a specific period of time or until the student meets certain conditions, following which the student may be permitted to re-enroll or apply for readmission to the University, as applicable.
- 10. <u>Expulsion</u>: Exclusion from the University and all campuses governed by the Board of Regents of the University of Oklahoma for an indefinite period of time, a record of which remains on file permanently.
- 11. <u>Restriction or Denial of University Services.</u> Restricted from use or denial of specified University services, including participation in University activities.
- 12. <u>Delayed Conferral of Degree.</u> Delay of issuance of a student's diploma for a specified period of time or until the student meets certain conditions.
- 13. <u>Strike:</u> The University's official recognition of a student's or organization's violation of the University of Oklahoma's Norman Campus Alcohol Policy.*

VIII. Notifications in Sexual Misconduct Cases

In cases involving a potential violation of the Sexual Misconduct, Discrimination, and Harassment Policy, the reporting party and respondent shall be notified simultaneously, in writing, of the result of any disciplinary proceeding, and shall be provided with the University's procedures to appeal the result of the disciplinary proceeding. Furthermore, the reporting party and the respondent shall be simultaneously notified of any change to the results of the disciplinary proceeding and shall be notified when the results are final.

IX. Review of the Student Conduct Code

In collaboration with the appropriate University official, the UVPSA, or other appropriate administrative official vested with such authority, and each campus Provost will appoint a committee of at least five (5) persons including the respective Directors of Student Conduct and the presidents of each campus student association to review and revise the Code every three (3) years, or sooner, if needed.

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^{*} Except in conjunction with other disciplinary measures, these sanctions are not appropriate if a student is found responsible for the following violations of the Sexual Misconduct, Discrimination, and Harassment Policy: Sexual Violence, Dating Violence, and Domestic Violence.

The Committee will solicit input from representatives of the legislative bodies of each campus, and campus student associations as needed. Any changes to this Code required for compliance with applicable federal, state, local law, applicable regulations, or University policy shall be made automatically.

X. Definitions

- 1. Acceptance of responsibility: The charged student agrees that his or her behavior constitutes a violation of the Code. A charged student who admits responsibility is ordinarily deemed to admit to the facts as alleged and as modified by any investigation that has occurred. Acceptance of responsibility will be taken into account in the assessment of sanctions. Full and frank acceptance will be given the most consideration.
- 2. <u>Day:</u> Unless otherwise noted, day refers to a University business day.
- 3. <u>Institution or University</u> Includes the OU Norman campus, the OU Health Sciences Center campus and the OU Tulsa Schusterman Campus.
- 4. <u>Notice</u>: The University deems notice provided when a communication is sent to a student's University email account, or, where certified mail is required by law, the delivery date of the mail.
- 5. <u>Preponderance of the Evidence:</u> A fact is more likely true than not. This shall be the standard of proof used in all conduct proceedings under this Code.
- 6. <u>Reporting Party</u>: means any person who submits a charge/report alleging that a student violated this Code. In cases of sexual misconduct, the reporting party shall refer to the alleged recipient of the misconduct.
- 7. <u>Student</u>: includes all persons: eligible and taking courses at the University, either full-time or part-time, pursuing undergraduate, graduate, professional, or continuing education; and those who are not enrolled for a particular term but who are academically eligible to enroll. Additionally, the Code applies to all University of Oklahoma students enrolled through University programs who are studying online, abroad or at other locations.
- 8. <u>Student Conduct Officer:</u> An employee of Student Conduct who has the responsibility for conducting any meeting, review or hearing.
- 9. <u>Student organization</u>: includes a group that has fully complied with the requirements for registration and recognition by Student Affairs as a University student organization.
- 10. <u>University official:</u> includes any person employed by the University performing assigned job responsibilities, whether full or part-time.
- 11. <u>University property</u>: Equipment, objects, land, buildings and facilities in possession of or owned, used or controlled by the University or funded in whole or in part with University or University of Oklahoma Foundation funds.
- 12. <u>University regulation or policy</u>: includes regulations and policies set forth by the College of the student's enrollment, the University, including those promulgated by the Board of Regents of the University of Oklahoma, or by the Oklahoma State Regents for Higher Education.

SEXUAL MISCONDUCT, DISCRIMINATION, AND HARASSMENT POLICY

The University is committed to creating and maintaining a community where all persons who participate in University programs and activities can work and learn together in an atmosphere free from all forms of harassment, exploitation, or intimidation. The University condemns discrimination based on sex or gender, sexual harassment, sexual assault, sexual orientation discrimination, discrimination based on gender identity or expression, and sexual misconduct, including but not limited to dating violence, domestic violence, and stalking. Any such activity committed by a member of the University community may subject the individual to University sanctions as well as civil and criminal penalties. Persons who have complaints alleging discrimination based upon sex or gender, which may include sexual harassment, sexual assault, sexual orientation discrimination, discrimination based on gender identity or gender expression, and sexual misconduct may file their complaints in writing with the University Equal Opportunity Officer (EOO), the Institutional Equity and Title IX Coordinator, or the University's Sexual Misconduct Officer(s) identified below (collectively referred to as the "Sexual Misconduct Officer"). The EOO will work in conjunction with the Institutional Equity and Title IX Office to implement this policy.

This policy covers unwelcome conduct of a sexual or gender-based nature, whether committed on-campus, or off-campus where the University has control over the perpetrator or the context of the harassment. Consensual romantic relationships between members of the University community are subject to other University policies, but alleged violations of such policies are investigated under this process and procedure. See Section 5.23 of the Staff Handbook: (http://hr.ou.edu/documents/files/handbook.pdf), and Section 3.2.7 of the Regents' Policy Manual, as well as the respective campuses Faculty Handbooks.

I. Definitions

Offenses prohibited under the University's policy include, but are not limited to sexual harassment, sex discrimination (including sexual orientation discrimination and gender identity or gender expression discrimination), non-consensual sexual intercourse (or attempts to commit same), non-consensual sexual contact (or attempts to commit same), sexual coercion, dating violence, domestic violence, stalking, and sexual exploitation, and any attempts to commit the same.

A. <u>Sex Discrimination</u>: includes sexual harassment and is defined as conduct directed at a specific individual or a group of identifiable individuals that subjects the individual or group to treatment that adversely affects their employment or education, or institutional benefits, on account of sex or gender (including sexual orientation, gender identity, and gender expression discrimination). It may include acts of verbal, nonverbal, or physical aggression, intimidation, or hostility based

on sex or sex-stereotyping, even if those acts do not involve conduct of a sexual nature.

- Pregnancy Discrimination: The University prohibits discrimination on the basis of pregnancy, childbirth, false pregnancy, termination of pregnancy or recovery therefrom. Discrimination of the basis of pregnancy should be reported in accordance with this policy. Employees with questions regarding accommodations during pregnancy are encouraged to contact the Office of Human Resources (http://hr.ou.edu), students and visitors with questions regarding accommodations during pregnancy are encouraged to contact the Disability Resource Center (http://www.ou.edu/drc/home.html). For complaints arising under this policy, please report to the EOO or the Sexual Misconduct Officer.
- **B.** <u>Sexual Harassment</u>: Sexual harassment is a form of sex discrimination. Sexual harassment is unwelcome and discriminatory speech or conduct undertaken because of an individual's gender or is sexual in nature and is so severe, pervasive, or persistent, objectively and subjectively offensive that it has the systematic effect of unreasonably interfering with or depriving someone of educational, institutional, or employment access, benefits, activities, or opportunities. Students, employees, and visitors who are subject to or who witnesses unwelcome conduct of a sexual nature are encouraged to report the incident(s).
 - 1. Hostile Environment Sexual Harassment includes conduct that is sufficiently severe, pervasive, or persistent, objectively and subjectively offensive that it alters the conditions of education or employment or institutional benefits of a reasonable person with the same characteristics of the victim of the harassing conduct. Whether conduct is harassing is based upon examining a totality of circumstances, including but not limited to:
 - **a.** the frequency of the conduct;
 - **b.** the nature and severity of the conduct;
 - c. whether the conduct was physically threatening;
 - **d.** whether the conduct was deliberate, repeated humiliation based upon sex:
 - **e.** the effect of the conduct on the alleged victim's mental or emotional state from the perspective of a reasonable person;
 - **f.** whether the conduct was directed at more than one person:
 - **g.** whether the conduct arose in the context of other discriminatory conduct;
 - **h.** continued or repeated verbal abuse of a sexual nature, such as gratuitous suggestive comments and sexually explicit jokes; and
 - i. whether the speech or conduct deserves constitutional protections.

- **Quid Pro Quo Sexual Harassment** exists when individuals in positions of authority over the complainant:
 - **a.** make unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature; and
 - **b.** indicate, explicitly or implicitly, that failure to submit to or the rejection of such conduct will result in adverse educational or employment action or where participation in an educational program or institutional activity or benefit is conditioned upon the complainant's submission to such activity.

Examples of Harassment: Not all workplace or educational conduct that may be described as "harassment" affects the terms, conditions, or privileges of employment or education. For example, a mere utterance of a gender-based epithet which creates offensive feelings in an employee or student would not normally affect the terms and conditions of their employment or education.

- A professor insists that a student have sex with him/her in exchange for a good grade. This is harassment regardless of whether the student accedes to the request.
- A student repeatedly sends sexually oriented jokes around in an email list s/he created, even when asked to stop, causing one recipient to avoid the sender on campus and in the residence hall in which they both live.
- Explicit sexual pictures are displayed on an exterior door, or on a computer monitor in a public place
- Two supervisors frequently "rate" several employees' bodies and sex appeal, commenting suggestively about their clothing and appearance within their earshot
- A professor engages students in discussions in class about their past sexual experiences, yet the conversation is not in any way germane to the subject matter of the class. The professor probes for explicit details, and demands that students respond to her, though they are clearly uncomfortable and hesitant.
- An ex-girlfriend widely spreads false stories about her sex life with her former boyfriend to the his clear discomfort, making him a social pariah on campus
- **C.** <u>Retaliation</u> is any attempt to penalize or take an adverse employment, educational or institutional benefit action, including but not limited to making threats, intimidation, reprisals or other adverse action, against a person because of

participation in a complaint or the investigation of discrimination, sexual harassment or sexual misconduct.

- **D.** <u>Sexual Violence</u> means physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent. A number of acts fall into the category of sexual violence, including rape, sexual assault, sexual battery, sexual misconduct and sexual coercion.
 - 1. Non-Consensual Sexual Intercourse is defined as any sexual intercourse or penetration of the anal, oral, vaginal, genital opening of the victim, including sexual intercourse or penetration by any part of a person's body or by the use of an object, however slight, by one person to another without consent or against the victim's will. This definition includes rape and sexual assault, sexual misconduct, and sexual violence.
 - 2. Non-Consensual Sexual Contact is any intentional touching, however slight, whether clothed or unclothed, of the victim's intimate body parts (primarily genital area, groin, inner thigh, buttock or breast) with any object or body part, without consent and/or by force. It also includes the touching of any part of a victim's body using the perpetrator's genitalia and/or forcing the victim to touch the intimate areas of the perpetrator or any contact in a sexual manner even if not involving contact of or by breasts, buttocks, groin, genitals, mouth or other orifice. This definition includes sexual battery and sexual misconduct.
 - **Sexual Coercion** is the act of using pressure (including physical pressure, verbal pressure or emotional pressure), alcohol, medications, drugs, or force to have sexual contact against someone's will or with someone who has already refused. This includes rape, sexual assault, sexual exploitation and sexual misconduct.
- **E.** <u>Sexual Exploitation</u> occurs when a person takes non-consensual, unjust or abusive sexual advantage of another for his/her own advantage or benefit, or to benefit or advantage anyone other than the one being exploited, and that behavior may not otherwise constitute one of the other sexual misconduct offenses.

Examples of sexual exploitation include, but are not limited to:

- 1. non-consensual video or audio-taping of any form of sexual activity;
- 2. going beyond the boundaries of consent (such as letting a person or people hide in the closet to watch you having consensual sex without your partner's knowledge or consent);
- **3.** sexually-based stalking or bullying:
- 4. engaging in non-consensual voyeurism, such as observing sexual acts or body parts of another from a secret vantage point;

- **5.** knowingly transmitting a sexually transmitted disease or illness to another;
- **6.** exposing one's genitals in a non-consensual circumstance, or inducing another to expose his or her genitals;
- **7.** prostituting another person;
- **8.** other forms of invasion of sexual privacy.

F. Other Misconduct

- 1. Other forms of misconduct based on one's gender also constitute violations of this policy including: threatening or causing physical harm, extreme verbal abuse, or other conduct which threatens or endangers the health or safety of any person;
- 2. Discrimination, defined as actions that deprive other members of the community of educational or employment access, benefits or opportunities on the basis of gender;
- 3. Harassment, defined as unwelcome and discriminatory speech or conduct undertaken because of an individual's gender or that is sexual in nature that has the systematic effect of unreasonably interfering with or depriving someone of educational, institutional, or employment access, benefits, activities, or opportunities.
- **4.** Gender-based intimidation, defined as implied threats or acts that cause an unreasonable fear of harm in another;
- 5. Gender-based hazing, defined as acts likely to cause physical or psychological harm or social ostracism to any person within the University community, when related to the admission, initiation, pledging, joining or other group-affiliation activity (as defined further in the Student Conduct Hazing Policy);
- 6. Gender-based bullying, defined as repeated and/or severe aggressive behavior likely to intimidate or intentionally hurt, control or diminish another person, physically or mentally (that is not speech or conduct otherwise protected by the First Amendment);
- 7. Violence, including assault, battery or other physical abuse between those in an intimate or dating or romantic relationship with each other, e.g.

Dating violence is violence between individuals in the following circumstances:

- The party is or has been in a social relationship of a romantic or intimate nature with the victim; and
- The existence of such a relationship shall be determined based on a consideration of the following factors:
- Length of the relationship
- Type of relationship

• Frequency of interaction between the persons involved in the relationship

Domestic violence under University policy means violence committed by:

- Current or former spouse of the victim;
- A person with whom the victim shares a child in common;
- A person who is cohabitating with or has cohabitated with the victim as a spouse;
- A person similarly situated to a spouse of the victim under Oklahoma domestic or family violence laws;
- Any other person against an adult or youth victim who is protected from that person's acts under Oklahoma domestic or family violence laws

8. Stalking, which is defined as:

- 1. Engaging in a course of conduct directed at a specific person that would cause a reasonable person to
 - a. Fear for the person's safety or the safety of others, or
 - b. Suffer substantial emotional distress
- 2. For the purposes of this definition,
 - n. Course of conduct means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens or communicates to or about a person or interferes with a person's property.

G. Consent

Consent is the act of willingly agreeing to engage in sexual contact or conduct. Individuals who consent to sex must be able to understand what they are doing. Under this policy, "No" always means "No," and the absence of "No" may not mean "Yes".

- 1. Consent is informed, knowing and voluntary. Consent is active, not passive. Silence, in and of itself, cannot be interpreted as consent. Consent can be given by words or actions, as long as those words or actions create mutually understandable permission regarding the conditions of sexual activity.
- **2.** Consent to one form of sexual activity cannot imply consent to other forms of sexual activity.

- **3.** Previous relationships or consent does not imply consent to future sexual acts.
- **4.** Consent cannot be procured by use of physical force, compelling threats, intimidating behavior, or coercion. Coercion is unreasonable pressure for sexual activity.
- 5. In order to give effective consent, one must be of legal age and have the capacity to consent. Incapacity may result from mental disability, intellectual disability, unconsciousness/sleep, age, or use of alcohol, drugs, medication, and/or other substances. Consent given by someone who one should know to be, or based on the circumstances, reasonably should have known to be, mentally or physically incapacitated, is a policy violation. Incapacitation is a state where someone cannot make rational, reasonable decisions because he or she lacks capacity to give knowing consent (e.g. to understand the "who, what, when, where, why or how" of their sexual interaction). Incapacity may result from a level of alcohol ingestion that is more severe than impairment, being under the influence, drunkenness or It is less severe than alcohol poisoning or overdose. Whether a person is incapacitated is a subjective determination that will be made after the incident and in light of all facts available. Individuals reach incapacitation at different points and as a result of different stimuli [and] exhibit incapacity in different ways. Note, that indications of consent are irrelevant if the initiator knows or should reasonably have known of the incapacity of the other person.

Examples of when a person should know the other is incapacitated include, but are not limited to:

- (a) the amount of alcohol, medication or drugs consumed, or
- **(b)** imbalance or stumbling, or
- (c) slurred speech, or
- (d) lack of consciousness or inability to control bodily functions or movements, or
- (e) vomiting.
- **6.** Use of alcohol, medications, or other drugs will not excuse behavior that violates this policy.

H. State Law Definitions

In accordance with the Violence Against Women Reauthorization Act of 2013, please be advised that the following definitions are applicable should you wish to pursue Oklahoma state criminal or civil actions. These definitions may differ from the University's administrative policy definitions noted above. The

University's administrative system and disciplinary procedures are separate and distinct from those available to someone in a state civil or criminal action. Individuals may seek administrative remedies in accordance with this policy and also may seek state or federal civil or criminal remedies for the same incident through the applicable systems. The definitions set forth below are reviewed and verified annually; for a more frequently updated resource, please consult Oklahoma's State Court Network site: http://www.oscn.net.

1. Oklahoma Criminal Law Definition of Rape

Oklahoma Penal Code,§21-1111:

- A. Rape is an act of sexual intercourse involving vaginal or anal penetration accomplished with a male or female who is not the spouse of the perpetrator and who may be of the same or the opposite sex as the perpetrator under any of the following circumstances:
 - 1. Where the victim is under sixteen (16) years of age;
 - 2. Where the victim is incapable through mental illness or any other unsoundness of mind, whether temporary or permanent, of giving legal consent;
 - 3. Where force or violence is used or threatened, accompanied by apparent power of execution to the victim or to another person;
 - 4. Where the victim is intoxicated by a narcotic or anesthetic agent, administered by or with the privity of the accused as a means of forcing the victim to submit;
 - 5. Where the victim is at the time unconscious of the nature of the act and this fact is known to the accused;
 - 6. Where the victim submits to sexual intercourse under the belief that the person committing the act is a spouse, and this belief is induced by artifice, pretense, or concealment practiced by the accused or by the accused in collusion with the spouse with intent to induce that belief. In all cases of collusion between the accused and the spouse to accomplish such act, both the spouse and the accused, upon conviction, shall be deemed guilty of rape;
 - 7. Where the victim is under the legal custody or supervision of a state agency, a federal agency, a county, a municipality or a political subdivision and engages in sexual intercourse with a state, federal, county, municipal or political subdivision employee or an employee of a contractor of the state, the federal government, a county, a municipality or a political subdivision that exercises authority over the victim; or
 - 8. Where the victim is at least sixteen (16) years of age and is less than twenty (20) years of age and is a student, or under the legal custody

- or supervision of any public or private elementary or secondary school, junior high or high school, or public vocational school, and engages in sexual intercourse with a person who is eighteen (18) years of age or older and is an employee of the same school system.
- 9. Where the victim is nineteen (19) years of age or younger and is in the legal custody of a state agency, federal agency or tribal court and engages in sexual intercourse with a foster parent or foster parent applicant. (Effective November 1, 2015).
- B. Rape is an act of sexual intercourse accomplished with a male or female who is the spouse of the perpetrator if force or violence is used or threatened, accompanied by apparent power of execution to the victim or to another person.

2. Definition of Consent under Oklahoma Criminal Law

Oklahoma Penal Code, §21-1114A, provides lack of consent in rape cases where:

- 1. rape committed by a person over eighteen (18) years of age upon a person under fourteen (14) years of age; or
- 2. rape committed upon a person incapable through mental illness or any unsoundness of mind of giving legal consent regardless of the age of the person committing the crime; or
- 3. rape accomplished where the victim is intoxicated by a narcotic or anesthetic agent, administered by or with the privity of the accused as a means of forcing the victim to submit; or
- 4. rape accomplished where the victim is at the time unconscious of the nature of the act and this fact is known to the accused; or
- 5. rape accomplished with any person by means of force, violence, or threats of force or violence accompanied by apparent power of execution regardless of the age of the person committing the crime; or
- 6. rape by instrumentation resulting in bodily harm is rape by instrumentation in the first degree regardless of the age of the person committing the crime; or
- 7. rape by instrumentation committed upon a person under fourteen (14) years of age.

3. Definition of Domestic/Dating Violence under Oklahoma Criminal Law

Oklahoma Penal Code,§21-644 defines domestic and dating violence as any person who commits any assault and battery against a current or former spouse, a present spouse of a former spouse, a former spouse of a present spouse, parents, a foster parent, a child, a person otherwise related by blood or marriage, a person with whom the defendant is or was in a dating relationship

as defined by Section 60.1 of Title 22 of the Oklahoma Statutes, an individual with whom the defendant has had a child, a person who formerly lived in the same household as the defendant, or a person living in the same household as the defendant shall be guilty of domestic abuse.

4. Definition of Stalking under Oklahoma Criminal Law

Oklahoma Penal Code,§21-1173, defines stalking as:

Any person who willfully, maliciously, and repeatedly follows or harasses another person in a manner that:

- 1. Would cause a reasonable person or a member of the immediate family of that person to feel frightened, intimidated, threatened, harassed, or molested; and
- 2. Actually causes the person being followed or harassed to feel terrorized, frightened, intimidated, threatened, harassed, or molested.

II. Risk Reduction Tips

Risk reduction tips can often take a victim-blaming tone, even unintentionally. With no intention to blame victims, and with recognition that only those who commit sexual violence are responsible for those actions, these suggestions may nevertheless help you reduce your risk of experiencing a non-consensual sexual act.

- Make your limits known as early as possible.
- Be aware of your alcohol intake. Take affirmative responsibility for your alcohol intake/drug use and acknowledge that alcohol/drugs lower your sexual inhibitions and may make you vulnerable to someone who views a drunk or high person as a sexual opportunity.
- Take care of your friends or colleagues and ask that they take care of you.

Potential Aggressor

If you find yourself in the position of being the initiator of sexual behavior, you owe sexual respect to your potential partner. These suggestions may help you reduce your risk for being accused of sexual misconduct:

- Clearly communicate your intentions to your sexual partner and give them a chance to clearly relate their intentions to you.
- Understand and respect personal boundaries.
- DON'T MAKE ASSUMPTIONS about consent; about someone's sexual availability; about whether they are attracted to you; about how far you can go; or about whether they are physically and/or mentally able to consent. If there are any questions or ambiguity, then you DO NOT have consent.

- Mixed messages from your partner are a clear indication that you should stop, defuse any sexual tension and communicate better. You may be misreading them. You must respect the timeline for sexual behaviors with which they are comfortable.
- Don't take advantage of someone's drunkenness or drugged state, even if they did it to themselves.
- Realize that your potential partner could be intimidated by you, or fearful. You may have a power advantage simply because of your gender or size. Don't abuse that power.
- Understand that consent to one form of sexual behavior does not automatically imply consent to other forms of sexual behavior.
- Silence and passivity cannot be interpreted as an indication of consent. Read your potential partner carefully, paying attention to verbal and non-verbal communication and body language.

III. Reporting Sexual Misconduct, Discrimination, and Harassment

A. Mandatory Reporting

With limited exceptions, every university employee *must* report conduct that could constitute sexual harassment/sex discrimination/sexual misconduct under this policy. Additionally, attorneys, clergy members, licensed counselors or physicians who are engaged in such capacity may keep such reports confidential.

Supervisors, managers and faculty members with administrative duties or student supervisory duties are responsible for taking all appropriate action to prevent sexual misconduct, discrimination and harassment, to correct it when it occurs, and *must* promptly report it to the **Sexual Misconduct Officer**, **Kathleen Smith**, (405) 325-2215 or other appropriate University official (e.g. the **Title IX Coordinator/Equal Opportunity Officer**, **Bobby Mason**, (405) 325-3546 or any of the University's Associate Title IX Coordinators). Failure to do so may result in disciplinary action up to and including termination.

B. Reports Concerning Minors

Members of the University community should be aware that the University often has minors on its campus for a variety of reasons:

- field trips
- tours
- course credit
- camps

There are specific best practices with respect to hosting minors on campus:

For Norman-based programs: http://www.ou.edu/web/landing/policy.html.

For HSC-based programs: http://risk.ouhsc.edu/Minors On Campus.htm

Should you have a reasonable suspicion of any abuse or neglect of a minor while on University property, or where the minor is in your care at a University-related event, but the abuse may have occurred off-campus, irrespective of whether you are a mandatory reporter for Title IX purposes, you have an independent obligation under Oklahoma state law to notify the Oklahoma Department of Human Services immediately (1-800-522-3511) and local law enforcement and/or OUPD (405-325-1911)/OU-Tulsa Police Department (918-660-3900). If any incidents also involve violations of the Sexual Misconduct, Discrimination and Harassment policy, you must contact DHS, OUPD or OU-Tulsa Police Department (918-660-3900) and the University's Sexual Misconduct Office (405-325-2215).

C. Confidential Reporting

On campus, some resources may maintain confidentiality with regard to reports of sexual harassment or discrimination. These resources can offer options and advice without an obligation to inform University officials unless you request that the information be shared. Parties wishing to report confidentially, may do so by contacting:

- Goddard Health Center: (405) 325-2911 provides counseling/medical services
- **OU Advocates:** HSC/Norman (405) 615-0013 provides referral and support; Tulsa OU Advocates (8 a.m. 5 p.m.): (918) 660-3163 (after hours: 918-743-5763)
- University of Oklahoma Ombudsperson: Gloria White (405) 325-3297 provides referral and resource information for University faculty/staff
- **OU Psychology Clinic:** (405) 325-2914 provides counseling services
- HSC Student Counseling Services: (405) 271-7336 provides counseling services
- OU Tulsa Counseling: (918) 660-3109 provides counseling services

D. Filing a Complaint

The Sexual Misconduct Officer has primary responsibility for investigations, education and training associated with this Policy and for such other duties as assigned by the Title IX Coordinator, and reports directly to the Title IX Coordinator. Persons who have complaints alleging violations of this policy may file their complaints in writing with the Sexual Misconduct Officer, the Title IX Coordinator or an Associate Title IX Coordinator. Generally, complaints should be filed within 365 calendar days of the act of alleged sexual discrimination,

harassment or misconduct to facilitate the ability to gather facts and evidence; however, the University encourages the reporting of incidents that fall under this policy regardless of when they occurred. Complaints concerning actions governed by this Policy can be submitted online at http://www.ou.edu/eoo/policies or in person to the following:

For the Norman campus or Norman-campus based programs, contact: Sexual Misconduct Officer, Kathleen Smith, (405) 325-2215, Four Partners Place, 301 David L. Boren Blvd., Suite 1000, Norman, Oklahoma 73019, or smo@ou.edu

For Oklahoma City Health Sciences Center based programs, contact: Associate Title IX Coordinator, Kate Stanton, (405) 271-2110, David L. Boren Student Union, Ste. 300, 1106 Stonewall Avenue, Oklahoma City, Oklahoma, 73117, Kate-Stanton @ouhsc.edu_or the Sexual Misconduct Officer, Kathleen Smith, (405) 325-2215 or smo@ou.edu

For Tulsa programs, contact:

Associate Title IX Coordinator, Josh Davis, (918) 660-3107, 4505 E. 41st Street 1C76, Founders Student Center, Tulsa, Oklahoma 74135 or jmdavis@ou.edu or the Sexual Misconduct Officer, Kathleen Smith, (405) 325-2215 or smo@ou.edu

<u>Alternatively</u>, any person may contact Bobby Mason, Title IX Coordinator, (405) 325-3546, Four Partners Place, 301 David L. Boren Blvd., Suite 1000, Norman, Oklahoma 73019, or bjm@ou.edu

Depending on the nature of the issues involved, the Sexual Misconduct Officer or other designated official will advise the complainant about the applicable investigative process and disciplinary procedures. Details regarding the investigative process and disciplinary procedures are found in the *Investigative Process for Internal Complaints Under the Sexual Misconduct Discrimination and Harassment Policy*. All reporting parties will be informed of their options for reporting or not-reporting an incident to law enforcement. Where applicable, reporting parties will also be advised on the preservation of evidence that may be useful to a criminal proceeding and their right to seek a court-issued order of protection. Complainants will also be advised about interim measures, as well as the University's policies regarding maintaining confidentiality of a complainant's identity and/or the reported incident.

The University's ability to investigate and take action to address discriminatory conduct may be limited if a complainant insists his or her name not be disclosed

to the alleged perpetrator. The University must weigh such requests for privacy against its duty to provide a safe and nondiscriminatory environment and, in some circumstances, will likely be unable to honor a request for confidentiality. In cases where the victim requests confidentiality and the circumstances allow the University to honor that request, the University will offer interim supports and remedies, but will not otherwise pursue formal action.

If, after the investigation is completed, the Sexual Misconduct Officer determines that it is more likely than not a policy violation has occurred, the matter will be referred to the appropriate disciplinary process.

E. Interim Measures

Complaining parties may request certain interim measures from the Sexual Misconduct Officer or the Title IX Coordinator. No formal complaint or investigation, civil or criminal, need occur before these options are available. The University will maintain confidentiality to the fullest extent possible in implementing these measures.

Examples of interim measures include:

- Assistance in filing a complaint with the University and appropriate law enforcement agencies
- Assistance in filing for an Emergency Protective Order
- No Contact Order
- Change of class schedules and academic support
- Alternate housing arrangements
- Transportation arrangements and campus escorts
- OU Advocates
 - o Norman/HSC 24/7 (405) 615-0013
 - o Tulsa 8:00 a.m. to 5:00 p.m. (918) 660-3163 After Hours: (918) 743-5763
- Counseling services
- Blocking emails
- Other measures, as discussed

IV. Education, Training, and Resources

The University requires volunteers who will be providing volunteer services for (four) 4 or more days within a calendar year to take the following educational-training courses on an annual basis, and all other employees must take the course at least once during their career, usually within 30 days of service at the University (https://sexualmisconduct.ou.edu). Employees may be required to be recertified on demand. Failure to have a certification of this required training may result in appropriate disciplinary action. Additional in-person trainings are also offered periodically and on

request. Where University employees are also students, they will be required to also take the mandatory online training provided to students. For those without access to a computer or in need of additional assistance, please contact the University's Human Resources Department to take the training in an alternate format.

A. For students, the University offers:

- Mandatory online training for students through: http://onpoint.ou.edu where students are also University employees, they will be required to take both the faculty/staff training and the student online training.
- Training on sexual harassment/discrimination/violence is included in the University's mandatory alcohol training program (in-person and online).
- In-person training for student groups and students through Gateway courses, orientations, and other meetings.
- In-person training for Active Bystander Intervention skills: www.ou.edu/notonourcampus/.
- On-going campus campaigns and information at a variety of events concerning the policy and appropriate behaviors regarding sexual assault, dating violence, domestic violence, stalking, and other sexual misconduct.
- Informational website and brochures devoted to educating students at https://www.ou.edu/content/eoo/policies.html.
- In-person training (Step In, Speak Out and LGBTQ Ally) prevention workshops.
- OU Advocates available 24/7 to discuss all available resources on and off campus: 405-615-0013. For Tulsa-based programs (8 a.m. 5 p.m.) (918) 660-3163; after hours: (918) 743-5763.

B. For employees, the University offers:

- Mandatory online training for employees through: http://onpoint.ou.edu.
- In-person training on sexual harassment/discrimination/violence and mandatory reporting through new employee orientations, foundations in management, and other periodic training opportunities and upon request.
- In-person training for Active Bystander Intervention skills: www.ou.edu/notonourcampus/.
- Ongoing campus campaigns and information at a variety of events, concerning the policy and appropriate behaviors, regarding sexual assault, dating violence, domestic violence, stalking, and other sexual misconduct.
- Informational website and brochures devoted to educating employees at: www.ou.edu/sexualmisconduct.
- In person training (*LGBTQ Ally*) prevention workshops.

- OU Advocates available 24/7 to discuss all available resources on and off campus confidentially: 405-615-0013. For Tulsa-based programs (8 a.m. 5 p.m.): (918) 660-3163; after hours: (918) 743-5763.
- University Ombudsperson: Gloria White (405) 325-3297 to discuss available resources and options for faculty/staff confidentially

C. Other resources available to the University community:

- **OU Advocates (24/7):** (405) 615-0013 provides free advocates and referrals to other resources on-campus and off-campus. For Tulsa-based programs (8 a.m. 5 p.m.) (918) 660-3163; after hours: (918) 743-5763
- University Ombudsperson: (405) 325-3297 provides confidential guidance and referrals for University faculty/staff
- **OUPD:** emergencies 405-325-1911; non-emergencies (405) 325-2864 provides law enforcement support
- Norman Rape Crisis Center-Women's Resource Center: (405) 701-5660 confidential off-campus resource
- Norman Domestic Violence Crisis Line: (405) 701-5540 provides confidential resources off campus
- **Employee Assistance Program:** (800) 327-2513 confidential resources for HSC and Norman employees
- **Norman Police Department:** 911 for emergencies; (405) 321-1600 nonemergencies - provides law enforcement support
- Goddard Health Center: (405) 325-2911 provides confidential counseling/medical services on the Norman campus
- **Heartline Health:** 1-800-273-TALK provides referral and support
- **OU Psychology Clinic:** (405) 325-2914 provides confidential counseling services on the Norman campus
- **OUHSC-PD:** (405) 271-4300 provides law enforcement support
- HSC Student Counseling Services: (405) 271-7336 provides confidential counseling services on the HSC campus
- **OKC Rape Crisis/YWCA:** (405) 943-7273 provides confidential resources off campus
- **OKC Police Department:** 911 for emergencies; (405) 231-2121 non-emergencies
- **OU Tulsa Counseling:** (918) 660-3109 provides confidential counseling services on the Tulsa campus
- **Employee Assistance Program:** (918) 587-9471 provides confidential resources for Tulsa employees
- **OU-Tulsa Police Department:** (918) 660-3900 provides law enforcement support
- Call Rape/Tulsa Rape Crisis: (918) 585-3143 provides confidential resources off-campus

- **Tulsa Police Department:** 911 for emergencies; (918) 596-9222 for nonemergencies - provides law enforcement support
- **Tulsa 211 Helpline:** (918) 836-4357
- Oklahoma Coalition Against Domestic Violence and Sexual Assault: (405) 524-0700 provides confidential resources off campus
- Oklahoma Safeline: (800) 522-7233 provides confidential resources off campus

D. Bystander Intervention

If you witness a policy violation, or behaviors that may lead to a policy violation, there are a variety of things you can do as a bystander:

- Divert the intended victim (e.g. "help me out of here; I don't feel well")
- Distract the perpetrator (e.g. "looks like your car is being towed")
- Confront the perpetrator (e.g. "don't speak to him/her in that manner; you are going to get yourself into trouble")
- Educate your community (www.ou.edu/notonourcampus/)
 - Bystander intervention work-shops conducted through the Women's Outreach Center (405) 325-5352 and the Institutional Equity and Title IX Office (405) 325-2215
 - Sexual Misconduct, Discrimination and Harassment training provided through the Institutional Equity Office (405) 325-2215 or (405) 325-3546
- Call for law enforcement assistance
 - o Emergencies-911
 - o Non-emergencies-(405) 325-2864

V. Intentionally False Reports

Individuals who make reports that are later found to have been intentionally false or made maliciously without regard for truth may be subject to disciplinary action up to and including termination or expulsion. This provision does not apply to reports made in good faith, even if the facts alleged in the report cannot be substantiated by an investigation.

VI. Free Speech and Academic Freedom

Members of the University community enjoy significant free speech protections guaranteed by the First Amendment of the United States Constitution. This policy is intended to protect members of the University community from discrimination and is not designed to regulate protected speech. No provision of this policy shall be interpreted to prohibit conduct that is legitimately related to course content, teaching methods, scholarship, or public commentary of an individual faculty member or the educational, political, artistic or literary expression of students in classrooms and public forums.

However, freedom of speech and academic freedom are not limitless and do not protect speech or expressive conduct that violates federal or state anti-discrimination laws.

VII. Availability of other Complaint Procedures

In addition to seeking criminal charges through local law enforcement, members of the University community may also file complaints with the following entities irrespective of whether they choose to file a complaint under this procedure:

Office of Civil Rights:

Kansas City Field Office: OCR.KansasCity@ed.gov

1-816-268-0550

Washington D.C.: OCR@ed.gov

1-800-421-3481

Equal Employment Opportunity Commission:

Oklahoma City Field Office: 1-800-669-4000

Washington D.C.: 1-800-669-4000

Eeoc.gov/contact/

State of Oklahoma Attorney General's Office:

Office of Civil Rights Enforcement: 405-521-2029

OCRE@oag.gov

Federal funding agencies:

e.g. NASA: 1-866-654-1440

LEP@NASA.gov

Effective July 1, 2015

^{*}Definitions taken, in part, from the model policy of NCHERM: www.ncherm.org.

3.2 — OFFICE OF EQUAL OPPORTUNITY POLICIES

3.2.1—EQUAL OPPORTUNITY POLICY

This University in compliance with all applicable federal and state laws and regulations does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, gender expression, age, religion, disability, political beliefs, or status as a veteran in any of its policies, practices, or procedures. This includes but is not limited to admissions, employment, financial aid, and education services.

(RM, 3-24-70, pp. 10238-39; amended, 4-8-76, pp. 13890-91; revised, 7-12-77, p. 14537; amended,12-10-81, pp. 16769-70; 1-27-93, p. 23220; 1-27-2004, p. 28924)

3.2.2—AFFIRMATIVE ACTION PLAN

The Affirmative Action Plan serves to supplement the Board of Regents' policy on equal opportunity as it pertains to employment and is an integral part of the employment policies of the University. The Plan is revised once each year to address the current requirements for affirmative action in employment.

The principal objectives are:

- 1) To assure all persons equal opportunity for employment and advancement in employment regardless of race, color, national origin, sex, religion, age, disability, political beliefs, or status as a veteran.
- 2) To meet institutional responsibilities under the Civil Rights Act of 1964 and commitments as a federal contractor under Executive Order 11246 and Executive Order 11375.
- 3) To take positive actions in the recruitment, placement, development, and advancement of <u>diversity</u> inclusion in University employment.

Each person having administrative or supervisory responsibilities is expected to provide leadership in applying the Affirmative Action Plan.

Coordination of the application of the Affirmative Action Plan is the responsibility of the Senior Vice President and Provosts for academic employment and the Vice Presidents for Administrative Affairs for nonacademic employment. These officials are designated Equal Employment Opportunity Officers for their respective areas of responsibility.

(RM, 3-18-76, edited; 3-29-00, p. 26909)

GRIEVANCE PROCEDURE FOR EQUAL OPPORTUNITY

A. WHAT IS COVERED AND WHO MAY USE PROCEDURE

The grievance procedure embodied herein shall be available to any person who, at the time of the acts complained of, was employed by, was an applicant for employment with, or was enrolled as a student at the University.

The full text of the Grievance Procedure for Equal Opportunity is included in the Faculty, Staff and Student handbooks of the Norman and Health Sciences Center campuses.

The text below will be included in Handbooks as noted above:

B. FILING OF COMPLAINT

This procedure applies to persons who have complaints alleging discrimination based upon race, color, national origin, sex, sexual orientation, gender identity, gender expression, age, religion, disability, political beliefs, or status as a veteran or complaints alleging sexual harassment, consensual sexual relationships, retaliation, or racial and ethnic harassment (together, "discrimination and harassment or retaliation"). Such persons may file their complaints in writing with the University Equal Opportunity Officer.

Complainants who exercise their right to use this procedure agree to accept its conditions as outlined. Where multiple issues exist (e.g., sexual harassment and violation of due process or grade appeal), the complainant must specify all of the grounds of the grievance of which the complainant knows or should have reasonably known at the time of filing. A grievance filed under this procedure may normally not be filed under any other University grievance procedure. Depending on the nature of the issues involved, the complainant will be advised by the University Equal Opportunity Officer or his/her designee about the appropriate procedure(s) to utilize.

C. TIMING OF COMPLAINT

Any complaint must be filed with the University Equal Opportunity Officer within 180 calendar days of the act of alleged discrimination or harassment, or retaliation. The University Equal Opportunity Officer may reasonably extend all other time periods.

D. ADMINISTRATIVE ACTION

- The University recognizes its obligation to address incidents of discrimination, harassment, or retaliation on campus when it becomes aware of their existence. Even if no complaints are filed, the University reserves the right to take appropriate action unilaterally under this procedure.
- 2) With respect to students, the University Vice President for Student Affairs and Dean of Students or other appropriate persons in authority may take immediate administrative or disciplinary action which is deemed necessary for the welfare or safety of the University community. Any student so affected must be granted appropriate due process. For Norman Campus students, a campus disciplinary council, in accordance with the Student Code, shall conduct any hearing involving disciplinary suspension or expulsion. Lesser administrative or disciplinary action may be appealed to the University Vice President for Student Affairs and Dean of Students. Such requests must be in writing and filed within seven calendar days following the summary action. The University Vice President for Student Affairs and Dean of Students will issue a written determination to the student within three working days following the date the request is received.
- 3) With respect to employees, upon a determination at any stage in the investigation or grievance procedure that the continued performance of either party's regular duties or University responsibilities would be inappropriate, the proper executive officer may suspend or reassign said duties or responsibilities or place the individual on leave of absence pending the completion of the investigation or grievance procedure.

WITHDRAWAL OF COMPLAINT

The complainant may withdraw the complaint at any point prior to the adjournment of a formal hearing.

CONFIDENTIALITY OF PROCEEDINGS AND RECORDS

Investigators and members of the Hearing Panel reviewing the grievance are individually charged to preserve confidentiality with respect to any matter investigated or heard. A breach of the duty to preserve confidentiality is considered a serious offense and will subject the offender to appropriate disciplinary action. Parties and witnesses also are admonished to maintain confidentiality with regard to these proceedings.

All records, involving discrimination, harassment, or retaliation, upon disposition of a complaint, shall be transmitted to and maintained by the University Equal Opportunity Officer as confidential records except to the extent disclosure is required by law.

PROCEEDINGS

INVESTIGATION

Upon receipt of a complaint, the University Equal Opportunity Officer is empowered to investigate the charge, interview the parties and others, and gather pertinent evidence. The investigation should be completed within 60 calendar days of receipt of the complaint, or as soon as practical. If a time period is extended for more than 10 calendar days, the University Equal Opportunity Officer will provide written or oral notice of reason for extension to all parties involved. The investigator shall prepare a record of the investigation.

In arriving at a determination of a policy violation at any stage of the proceedings, the evidence as a whole and the totality of the circumstances and the context in which the alleged incident(s) occurred shall be considered. The determination will be made from the facts on a case-by-case basis.

Upon completion of the investigation, the University Equal Opportunity Officer is authorized to take the following actions:

- a) Satisfactory Resolution—Resolve the matter to the satisfaction of the University and both the complainant and the respondent. If a resolution satisfactory to the University and both parties is reached through the efforts of the University Equal Opportunity Officer he or she shall prepare a written statement indicating the resolution. At that time, the investigation and the record thereof shall be closed.
- b) Dismissal—Find that no policy violation occurred and dismiss the complaint, giving written notice of said dismissal to each party involved. Within 15 calendar days of the date of the notice of dismissal, the complainant may appeal said dismissal in writing to the University Equal Opportunity Officer by requesting a hearing according to the provisions of this policy. If no appeal is filed within the 15 calendar day period, the case is considered closed

- c) Determination of Impropriety
 - 1) Make a finding of impropriety and notify the parties of the action to be taken. Either party has the right to appeal said determination in writing within 15 calendar days of the date of the notice of determination to the University Equal Opportunity Officer by requesting a hearing according to the provisions of this policy. If no appeal is filed within the 15 calendar day period, the case is considered closed.
 - 2) In the case of a complaint against a faculty member, the administrative investigator may determine that the evidence is sufficiently clear and serious so as to warrant the immediate commencement of formal proceedings as provided in the Severe Sanctions sections of the Faculty Handbook. If the President concurs with the investigator's finding, the case may be removed at the option of the accused from the grievance proceedings contained herein, and further action in the case shall be governed by the Severe Sanctions section in the Faculty Handbook. Otherwise, this policy and procedure shall apply.

(RM 1-14-97, p. 25260; 1-26-99, p. 26226; 1-27-2004, p. 28924; 6-23-04, p. 29151)







No.	Address	Acres
1	401 PAGE CIRCLE	0.16
7	402 PAGE CIRCLE	0.16
3	404 PAGE CIRCLE	0.16
4	406 PAGE CIRCLE	0.16
2	407 PAGE CIRCLE	0.16
9	409 PAGE CIRCLE	0.16
7	411 PAGE CIRCLE	0.16
∞	426 PAGE CIRCLE	0.16
6	428 PAGE CIRCLE	0.16
10	430 PAGE CIRCLE	0.12
11	432 PAGE CIRCLE	0.16
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