

**MINUTES OF A REGULAR MEETING  
THE UNIVERSITY OF OKLAHOMA  
JUNE 21, 2016**

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**MINUTES OF A REGULAR MEETING  
THE UNIVERSITY OF OKLAHOMA BOARD OF REGENTS  
JUNE 21, 2016**

A regular meeting of the Board of Regents governing The University of Oklahoma, Cameron University, and Rogers State University was called to order in the Andrew M. Coats Hall, Dick Bell Courtroom on the University of Oklahoma Campus in Norman, Oklahoma, at 9:09 a.m. on June 21, 2016.

The following Regents were present: Max Weitzenhoffer, Chairman of the Board, presiding; Regents Clayton I. Bennett, Kirk Humphreys, Leslie J. Rainbolt-Forbes, Bill W. Burgess, Jr., Renzi Stone and Phil B. Albert.

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; Jason Sanders, M.D., Senior Vice President and Provost – Health Sciences Center Campus; OU-Tulsa President John Schumann, M.D.; Vice Presidents Dewayne Andrews, Catherine Bishop, Joe Castiglione, Loretta Early, Joe Harroz, Nicholas Hathaway 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 was Dr. Larry Rice, President of the University.

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 20, 2016, both as required by 25 O.S. 1981, Section 301-314.

## **MINUTES**

Regent Stone moved approval of the minutes of the regular meeting held May 12, 2016 as printed and distributed prior to the meeting. The following voted yes on the motion: Regents Bennett, Humphreys, Rainbolt-Forbes, Burgess, Stone and Albert. The Chair declared the motion unanimously approved.

## **2017 MEETING DATES**

January 25-26, 2017	Wednesday and Thursday
March 7-8, 2017	Tuesday and Wednesday
May 11-12, 2017	Thursday and Friday
June 19-21, 2017	Monday, Tuesday and Wednesday
September 13-14, 2017	Wednesday and Thursday
October 24-25, 2017	Tuesday and Wednesday
December 5-6, 2017	Tuesday and Wednesday

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

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

## **THE UNIVERSITY OF OKLAHOMA**

### **FISCAL YEAR 2017 BUDGET PLAN – ALL**

The Fiscal Year 2017 (FY17) operating budget of The University of Oklahoma for \$2 billion is presented for approval. The FY17 budget is comprised of \$941 million for the Norman campus and \$1.1 billion for the Health Sciences Center.

#### Norman Campus:

The Norman campus received a total decrease in state appropriations in the amount of \$20.3 million, or 15.95 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 \$14.4 million, or 15.95 percent.

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

#### OU-Tulsa Schusterman Center:

The Tulsa campus received a total decrease in state appropriations of \$1.26 thousand, or 15.95 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 2017 as presented, including approval of academic promotions.

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

President Boren spoke at length regarding the budget situation and the ensuing tuition increase it has caused, along with detailing steps the University administration has taken to counteract the budget cuts and offer additional scholarship aid to students.

**TUITION AND MANDATORY FEE RATES FOR ACADEMIC YEAR 2017 – 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.

Once approved by the Board of Regents, the tuition and mandatory student fee requests attached hereto as Exhibit A will be forwarded to the Oklahoma State Regents for Higher Education for approval and will be effective Fall 2016.

President Boren recommended the Board of Regents approve the proposed tuition and mandatory student fee rates for Academic Year 2017.

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

**NAME CHANGE OF THE SCHOOL OF COMMUNITY MEDICINE, DEPARTMENT OF FAMILY MEDICINE, TO THE DEPARTMENT OF FAMILY AND COMMUNITY MEDICINE – HSC**

In July 2008, the University of Oklahoma College of Medicine created a separate four year educational track called the School of Community Medicine (SCM) track. This track was developed to educate physicians who would use their medical skills to address Oklahoma's alarmingly negative community health statistics. The track adds to the core College of Medicine (COM) education in the science and practice of medicine, the attitude and skills needed to apply these skills to address also the social and public health determinants of health.

Community health has been essential to the mission of the Department of Family Medicine since it was established as the Department of Family Medicine in 1974. By changing its name to the Department of Family and Community Medicine, the department confirms its original mission in an era when the relationships between the clinical, social, environmental and demographic factors that affect health are critical. Renaming the Department of Family Medicine to include community medicine will emphasize the importance of community for health students and residents, for faculty research and scholarship, for the SCM and for the communities served. This is consistent with both the name change of the SCM and the call for greater integration of public health and primary care nationally.

Many medical schools around the country have renamed their Departments of Family Medicine to make more apparent the work faculty and staff within these departments are doing to provide local and regional care for communities. The Department of Family and Community Medicine, at the SCM, will play a leading role in a full continuum of educational programs offered on the Tulsa campus. Community is, and will remain, an integral part of the Department of Family and Community Medicine, with education and research efforts emphasizing community engagement and public service. This proposed change has been approved by the Dean of the School of Community Medicine and the Executive Dean of the College of Medicine.

President Boren recommended that the Board of Regents approve renaming the School of Community Medicine's Department of Family Medicine, to the Department of Family and Community Medicine.

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

### **COLLEGE OF MEDICINE DEAN SEARCH COMMITTEE – HSC**

It is necessary to begin the search for the Executive Dean of the College of Medicine. Regents' policy regarding search committees for Deans provides the committee shall have faculty, staff, and student representation. Faculty from the particular college involved must constitute a majority of the committee positions. The committee may also have representatives from the community.

Chair:

Jason R. Sanders, M.D., M.B.A.

College of Medicine Faculty:

Jimmy D. Ballard, Ph.D. (Microbiology and Immunology)  
 Michael S. Cookson, M.D., M.M.H.C. (Urology)  
 Jane C.K. Fitch, M.D. (Anesthesiology)  
 Rachel M. Franklin, M.D. (Family and Preventive Medicine)  
 Ondria C. Gleason, M.D. (Psychiatry, School of Community Medicine)  
 Marie H. Hanigan, Ph.D. (Cell Biology)  
 Terence S. Herman, M.D. (Radiation Oncology)  
 Jesus E. Medina, M.D. (Otorhinolaryngology)  
 Daniel L. O'Donoghue, PA-C, Ph.D. (Physician Associate Program and Cell Biology)  
 Russell G. Postier, M.D. (Surgery)  
 Terrence L. Stull, M.D. (Pediatrics)  
 Joan L. Walker, M.D. (Gynecologic Oncology)

College of Medicine Student:

Collin Herman (3<sup>rd</sup> year medical student)

Faculty-At-Large:

Winter J. Smith, Pharm.D. (Pharmacy)

Staff-At-Large:

Heath P. Burge, M.Ed. (Nursing)

HSC Leadership:

Gary E. Raskob, Ph.D. (Dean, College of Public Health)  
 Kenneth D. Rowe, M.Acc, C.P.A (Vice President, Administration and Finance)  
 Valerie N. Williams, Ph.D., M.P.A. (Vice Provost, Academic Affairs and Faculty Development)



**Community:**

James R. Allen, M.D., M.P.H. (Oklahoma City)  
 Leslie J. Rainbolt-Forbes, M.D., M.B.A. (Oklahoma City)  
 Sarah-Anne Schumann, M.D., M.P.H. (Tulsa)

President Boren recommended that the Board of Regents approve the appointment of the membership of the search committee for the Executive Dean, College of Medicine, Health Sciences Center.

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

**PROFESSIONAL SERVICE AGREEMENT – HSC**

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

Union Public Schools

OU Physicians Tulsa will provide an employee's clinic. The Agreement was received on March 22, 2016, and signed on April 19, 2016.

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

Union Public Schools	\$569,761
OU Physicians Tulsa	
Term of Agreement 07/01/2016 to 06/30/2017	

Regent Humphreys moved approval of the recommendation. The following voted yes on the motion: Regents Bennett, Humphreys, Rainbolt-Forbes, Burgess, Stone and Albert. 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. 150 licenses will be added for this license expansion that is in direct relationship to the number of participating physicians. There are currently 1,425 concurrent user licenses for the EMR system.

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 IITS USA Corporation in support of the GE Centricity EMR system. Pricing is fair and reasonable compared to previous license purchases.

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 \$1,419,804 to GE Healthcare IITS USA Corporation, of Atlanta, Georgia, on a sole source basis, for electronic medical records license expansion and technical support, for a one-year period to begin July 1, 2016.

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

### **PHYSICIAN PRACTICE MANAGEMENT SOFTWARE MAINTENANCE – HSC**

At the July 2000 meeting, the Board of Regents approved the University's initial purchase of IDX hardware, software, and consulting services for a physician practice management system. IDX (now GE Centricity Business) is the sole source provider of software license maintenance support for all GE Centricity Business professional practice management system applications. OU Physicians uses the GE Centricity Business system to manage patient registration, appointment scheduling and professional services billing. This database platform allows growth in the clinical practice volumes by utilizing existing software licenses and adding new users as required. OU Physicians currently utilizes 579 concurrent user licenses.

Continued renewal of the software maintenance is necessary to maintain the patient scheduling, billing and reporting operations on behalf of over 660 physicians in the OU Physicians group. Cost for the software maintenance is considered fair and reasonable based on the substantial financial investment in the software and hardware and the critical responsibility to maintain and upgrade the current clinical practice management and billing system.

Funding has been identified, is available and set aside within the OU Physicians operational budget.

President Boren recommended the Board of Regents authorize the President or his designee to award a contract in the amount of \$1,008,000 to GE Healthcare IITS USA Corporation, of Atlanta, Georgia, on a sole source basis, to provide software maintenance for the one-year period beginning July 1, 2016.

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

### **ACQUISITION OF PROPERTY – HSC**

The University administration recommends that it be authorized to acquire property strategically located with the University of Oklahoma Health Sciences Center Campus in Oklahoma City, Oklahoma County.

At the March 2012 meeting, the Board of Regents authorized the President or his designee, with review of University Legal Counsel, to negotiate and execute agreement(s) engaging outside real estate consultant(s). This acquisition is being facilitated through use of an on-call consultant for the Health Sciences Center. Associated expenditures will be reported to the Board in accordance with governing policy.

Section 4.15.1 of Board Policy permits the University to acquire real property when needed for the expansion of University operations or when the property is located in potential expansion zones adjacent to the campus. The prominent location of this property within the clinical corridor of the campus makes this a strategic and desirable acquisition for the University.

A boundary survey and legal description will be obtained from an independent on-call surveyor. The purchase price is supported by independent appraisals. The valuation and a property description will be placed on file in the Board of Regents' Office. Funding will be provided through University Agency Special funds.

A Reimbursement Resolution is required in the event, because of timing, University funds must be used for the acquisition and reimbursement is needed from future bond proceeds. This Resolution constitutes a declaration of official intent as is required by the reimbursement regulations set forth in the Internal Revenue Code.

President Boren recommended the Board of Regents:

- I. Approve the acquisition by the University of property;
- II. Authorize the President or his designee to complete and/or negotiate and execute, as necessary, those contracts required to effect the property transfer and all necessary purchase related contracts; and
- III. Recognize and acknowledge that the University will fund costs of the property acquisition from University Agency Special funds, and to the extent the University uses its own funds for said purposes, officially declares it reasonable to expect reimbursement of the described expenditures from the proceeds of revenue bonds to be issued in 2017.

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

**APPOINTMENT OF THE COLLEGE OF MEDICINE ADMISSIONS BOARD AND  
INTERVIEW SUBCOMMITTEE – HSC  
HEALTH SCIENCES CENTER QUARTERLY FINANCIAL ANALYSIS – HSC  
CREDIT CARD TRANSACTION PROCESSING – ALL  
ORACLE MAINTENANCE – ALL  
APPLE TECHNOLOGY ACQUISITIONS – ALL  
STAFFING SERVICES FOR INFORMATION TECHNOLOGY PROJECTS – ALL  
ON-CALL ARCHITECTS, ENGINEERS AND CONSTRUCTION MANAGERS  
QUARTERLY REPORT – ALL  
QUARTERLY REPORT OF PURCHASES – ALL  
NONSUBSTANTIVE PROGRAM CHANGES – NC  
SECURITY PERSONNEL SERVICES FOR ATHLETIC VENUES – 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.

**APPOINTMENT OF THE COLLEGE OF MEDICINE ADMISSIONS BOARD AND  
INTERVIEW SUBCOMMITTEE – HSC**

The College of Medicine Admissions Board policy was recently updated to adapt to changing requirements by the Liaison Committee on Medical Education, the accrediting body for U.S. medical schools. This policy was approved by the OU Board of Regents (Policy 2.11.3) at its March 2014 meeting.

The College of Medicine Admissions Board composition and conduct of business shall be in compliance with relevant and required Liaison Committee on Medical Education (LCME) accreditation standards dealing with medical school admissions policies and procedures.

The Admissions Board shall be made up of eleven (11) members. The Chair of the Admissions Board, a College of Medicine faculty member, is appointed by the Executive Dean. The other members of the Admissions Board are nominated by the Associate Dean for Admissions with final approval and appointment by the Executive Dean. The Admissions Board members serve staggered 3-year terms. The Associate Dean for Admissions is an *ex officio*, non-voting member. Appointment of individuals to the Admissions Board is provided as information to the University of Oklahoma Board of Regents and The Oklahoma State Regents for Higher Education each year.

The Admissions Board is assisted in conducting its business by a subcommittee of interviewers. Subcommittee members conduct interviews and evaluate each applicant who is invited for an interview using a standard evaluation instrument. No one shall be granted acceptance to the College of Medicine without an interview.

The interview subcommittee of the Admissions Board is selected by sending a solicitation of interest annually via various methods to faculty, and county and state medical associations. Attempt will be made to have a diverse subcommittee consistent with the College's diversity statement as well as the geography of Oklahoma, and specialty representation. Appointment to the interviewer subcommittee is for a one-year term. There is no limit on the number of terms an individual may serve on the subcommittee. The members of the Admissions Board and interview subcommittee are attached hereto as Exhibit B.

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

#### **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, 2016, and *Statements of Changes in Net Position* for the nine months then ended and related Executive Summary are attached hereto as Exhibit C. The statements are unaudited and are presented for management use only.

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 third renewal of a five-year contract.

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

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

### **ORACLE MAINTENANCE – ALL**

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

This item reports the anticipated activity for the Oracle software maintenance and Oracle PeopleSoft maintenance supplier contract for fiscal year 2017, estimated to be \$1.55 million. The projected expenditures represent an overall reduction from previous years due to the University engaging alternate sources for PeopleSoft maintenance. Oracle provides the University's computing software infrastructure used by Norman, Health Sciences Center and Tulsa campuses. The supplier contract is awarded to support the Information Technology Department to secure support coverage for database maintenance, and other software maintenance for the multiple critical systems including payroll, human resources and financial applications.

The contract to Oracle Corporation of Irving, Texas is available through the State of Oklahoma from a competitive bid according to state purchasing rules and satisfies the Board of Regents policies with regard to competition for the acquisition of products and services.

#### Past Expenditures:

##### FY2015

Oracle Maintenance	\$864,199
Oracle PeopleSoft	<u>\$775,974</u>
	\$1,640,173

##### FY2016

Oracle Maintenance	\$1,117,816
Oracle PeopleSoft	<u>\$825,493</u>
	\$1,943,309

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

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

### **APPLE TECHNOLOGY ACQUISITIONS – 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 University's contract with Apple Computer Inc. of Cupertino, California. The contract term begins July 1, 2016 and runs through June 30, 2017. The estimated dollar amount of acquisitions against the contract is \$6.5 million. Actual acquisition activity for FY 16 was \$3.9 million. The contract supports the University's Information Technology (IT) department by providing Apple's technology products and services for resale, mainly through the University's IT Store, to campus departments and personally to faculty, staff, and students.

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

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 2017, estimated to be \$2,500,000 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:

	2017 Projected	2016 Actual	2015 Actual	2014 Actual	2013 Actual
Norman Campus	\$1,500,000	\$1,500,000	\$1,212,682	\$942,744	\$968,429
Health Sciences Center	\$1,000,000	\$1,158,385	\$2,019,233	\$342,078	\$254,622
Total	\$2,500,000	\$2,498,385	\$3,231,915	\$1,284,822	\$1,223,051

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

22nd Century Technologies, Inc.  
314e Corporation  
Agelix Consulting LLC  
Ardent Technologies, Inc.

Somerset, New Jersey  
Fremont, California  
Overland Park, Kansas  
Dayton, Ohio

Arrati Inc. dba TexcelVision Inc.	Houston, Texas
Aspect Consulting Inc.	King of Prussia, Pennsylvania
Beacongov Systems Inc.	Coral Springs, Florida
BerryDunn	Portland, Maine
Bits In Glass Inc.	Edmonton, Alberta, Canada
CampusEAI Consortium	Cleveland, Ohio
Ciber, Inc.	Greenwood Village, Colorado
CNC Consulting Inc.	Englewood, New Jersey
Confluex, Inc.	Seattle, Washington
Crescens Inc.	Bridgewater, New Jersey
CrossWay Group, Inc.	Fort Lauderdale, Florida
Cynet Systems Inc.	Ashburn, Virginia
DatamanUSA, LLC	Centennial, Colorado
Delcom Group LP	Lewisville, Texas
Dell Marketing LP	Round Rock, Texas
Delta Initiative	Gurnee, Illinois
Dimension Systems, Inc.	Farmington Hills, Michigan
Dom and Tom	New York, New York
EKS&H LLLP	Denver, Colorado
Elegant Enterprise-Wide Solutions, Inc.	Chantilly, Virginia
Experis US Inc.	Oklahoma City
Fidelis Companies	Plano, Texas
Fowler, Inc.	Norman
GDH Consulting	Oklahoma City
Gideon Taylor Consulting	Pleasant Grove, Utah
GlobalSource Inc.	Milwaukee, Wisconsin
HRU Technical Resources	Lansing, Michigan
Huron Consulting Group LLC	Chicago, Illinois
HyperGen, Inc.	Roanoke, Virginia
IDMWorks LLC	Coral Gables, Florida
Inceed, LLC	Oklahoma City
Info Pro Systems, Inc.	Naperville, Illinois
Infojini, Inc.	Linthicum Heights, Maryland
Information Services Group, Inc.	Austin, Texas
JLK Global Enterprises, Inc.	Powder Springs, Georgia
Kutir Corporation	Newark, California
Kynetic Technologies, LLC	Clearwater, Florida
Mirage Software Inc. dba	
Bourntec Solutions Inc.	Schaumburg, Illinois
Modis Inc.	Oklahoma City
Msys, Inc.	Cary, North Carolina
Ncrite Partners, LLC	Oklahoma City
Oaktree IT Staffing & Training	Tulsa
Paydayz Staffing Solutions, Inc.	Lenexa, Kansas
Pedigo Staffing Services	San Antonio, Texas
Premier Staffing Source Inc.	Lanham, Maryland
Price Waterhouse Coopers LLC	Oklahoma City
Professional Technology Integration, Inc.	Norcross, Georgia
Protégé, LLC	Ashburn, Virginia
PS Web Solution	Smyrna, Georgia
RADgov	Fort Lauderdale, Florida
Ramsoft Systems, Inc.	Southfield, Michigan
Red Salsa Technologies, Inc.	Princeton, New Jersey
RF Design Services	Edmond
RFIP INC	Oklahoma City
Richards & Associates	Highland, California

Robert Half International Inc.	Oklahoma City
Route 92 Consulting Inc.	Foster City, California
Satori Consulting	White Plains, New York
Strata Information Group Inc.	San Diego, California
TEK Systems	Oklahoma City
The Cansler Group	Chattanooga, Tennessee
The Evolvers Group	Flower Mound, Texas
The United Solutions Group Inc.	Allentown, Pennsylvania
True Digital Security	Tulsa
Tunabear Inc.	Dallas, Texas
Ultimate Consulting IT, LLC	Lebanon, Georgia
US IT Solutions, Inc.	San Jose, California
US Tech Solutions, Inc.	Jersey City, New Jersey
WTC Consulting, Inc.	Monrovia, California
Xforty Technologies	Royersford, Pennsylvania
Xyant Technology, Inc.	Norman

An evaluation team comprising the following individuals rated the responses:

Suzanne Goodspeed, Administrator II, Information Technology, Norman campus  
 Chance Grubb, Managerial Associate II, Information Technology, Norman Campus  
 Tiffany Wright, 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 as-needed 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.

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

In May 2014, the Board of Regents authorized a group of architectural and engineering firms to provide professional on-call services, and also authorized a group of construction management firms to provide on-call services for minor construction and renovation projects. In June 2015, additional construction management firms were authorized.

Work completed during the third quarter of fiscal year 2016 by on-call architectural and engineering firms is summarized on the list attached hereto as Exhibit D.

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 \$1,000,000 must be submitted to the Board for prior approval; and
- II. Purchase obligations between \$50,000 and \$1,000,000 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 E. It is sorted by Supplier, then by Campus, then by Department. In the column labeled "Method" purchases are classified either as "Competed" or "Negotiated;" sole source procurements fall within the "Negotiated" classification and are identified by **bold face type**.

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 6, 2016  
Addition of Minor

### COLLEGE OF ARTS & SCIENCES

#### LGBTQ Studies, Minor (TBD)

Addition of LGBTQ Studies Minor. A total of 18 credits are required for the Minor. Required courses are LGBT 1003, LGBT 3263, and LGBT 3273, and 9 credit hours of guided electives.

#### Reason for request:

The LGBTQ Studies minor at the University of Oklahoma responds to student and community demand and enthusiasm for courses in this area. It also puts the university in line with other top tier universities by increasing areas of study related to diversity. The Women's and Gender Studies Program at the University of Oklahoma is the perfect place to house the LGBTQ Studies minor because we already offer courses in this area and have positive relationships with units across campus who are committed to contributing courses to meet the minor's requirements; across the country, LGBT minors have been traditionally housed in WGS rather than other fields of study primarily because WGS programs across the country do work in critical gender analysis; we have support from students, faculty, and community partners to make this new minor a success.

#### Change in Minor Requirements

### COLLEGE OF ARTS & SCIENCES

#### Environmental Studies, Minor (N408)

Change in Minor requirements. Require ENST 1013 along with 3 hours minimum from each of the program's primary areas (environmentally related sciences, environmentally related social sciences, environmentally related humanities, environmentally related skills), with a minimum of 12 hours from the College of Arts and Sciences. Total credit hours for Minor will not change.

#### Reason for request:

The request is to change the ENST minor to conform to the program's primary major degree requirements, as well as other two minors.

Medieval & Renaissance Studies, Minor (N679)

Change in Minor requirements. Updating the list of eligible courses, adding HSCI 3833, RELS 2303, RELS 3683, CL C 3053, CL C 3163, ENGL 4503, FR 4313, FR 5223, ITAL 3553, ITAL 4513, LTRS 3123, LTRS 3203, LTRS 3213, SPAN 4713, MRS 3023 and removing PHIL 3313, ENGL 2513, SPAN 5353, SPAN 5713, MRS 4013, 4960, 4970. Replace statement 'Requests to substitute a minor requirement must be approved in writing by the Medieval and Renaissance Studies program' with 'Courses on medieval and Renaissance topics not listed here may count towards the MRS minor if approved by the adviser.'

Reason for request:

These changes update the courses eligible for the Minor.

## PRICE COLLEGE OF BUSINESS

Management Information Systems, Minor (N661)

Change in Minor requirements. Require particular courses instead of a list of options. Total credit hours for the Minor will not change.

Reason for request:

In this digital world, there is a growing demand for a Minor in MIS, where students learn applied aspects of technology. Hence, we want to structure our curriculum to address this demand. In particular, accounting students will benefit with this minor. We have therefore developed a focused set of MIS classes to include in the minor. Our rationale in that this set of courses are those that will give business students the (hands-on) skills they will need to be productive on day one of their new jobs after graduation. This new set of courses will ensure that those graduating with the MIS Minor will have basic computer skills (MIS 2113), understand how to complete data analysis assignments within Excel (MIS3213), understand database principles that underlie data usage in organizations (MIS 3353), and are familiar with and competent in using an business process system (MIS3383). In addition, we require that students choose whether to learn basic programming skills in MIS 3013 (particularly useful for managers who may need to interact with the IT function in their organizations), are introduced to concepts and problems related to information security in MIS 4363 (particularly useful for those in accounting, audit, or general management roles, where information security can have a major impact on organizations), OR learn to work in teams and set goals by taking the Project Management course, MIS 4433. By thus ensuring that graduating students have these important, practical skills, we also expect that the minor will be easier to market to students, given that the value proposition of the minor should be not only more robust, but also easier to communicate.

Sports Management Minor for Nonbusiness Majors, Minor (N856)

Change in Minor requirements. Change prerequisite requirement; include hours for required course ECON 1123 in total hours for Minor. Total credit hours for the Minor will change from 18 hours to 21 hours.

Reason for request:

This change will increase the quality of students in these classes by making sure that they all have a baseline of knowledge. It will also reduce demand for the classes as anyone can take them. This change will make it more likely that students in the sports curricula will be able to get into these classes. Including the hours ECON 1123 will make total hours an accurate number.

## Change in Area of Concentration Requirements

## COLLEGE OF ARTS &amp; SCIENCES

Human Relations, Master of Human Relations (RPC 329, MC M515Q325, M515Q326)

Changes to area of concentration requirements. For both concentrations: Add an explanatory statement that all students in M515 must take the two core courses; and add a statement to further clarify transfer credit limitations. For Human Resources Concentration: Remove HR 5843 as a requirement; remove six hours of HR 5200 as a requirement; add one 3 hour course on the topic of Diversity and Inclusion as a requirement; and add a statement about "Research and Application" (degree completion tracks). Also add three new enrollment choices for the (existing) comprehensive examination nonthesis track: 6 hours of HR 5200 (this was previously the only option); 3 hours of H R 5200 AND 3 hours of elective as approved by liaison and advisor; and 6 hours of elective as approved by liaison and advisor. Add a Capstone Project as a new non-thesis track with two enrollment choices: 3 hours of H R 5880 AND 3 hours of H R 5200; 3 hours of H R 5880 AND 3 hours of elective as approved by liaison and advisor. Add a Thesis track with two enrollment choices: 3 hours of H R 5980 AND 3 hours of H R 5200; 3 hours of H R 5980 AND 3 hours of elective as approved by liaison and advisor. Total credit hours for the concentration will not change.

Reason for request:

To further clarify degree requirements and build more flexibility into the highly-structured Human Resources Concentration to allow for more individualized degree completion options based on student interest. Previously, students had to complete six hours of internship and a comprehensive examination. Now, students will be able to choose to complete a comprehensive exam, capstone project, or thesis, and they can choose to also complete an internship if one is available to them.

## Change in Accelerated Program Requirements

## PRICE COLLEGE OF BUSINESS

Accounting/ Management of Information Technology, Bachelor of Business Administration/Master of Science in Management of Information Technology (RPC 003/341, MC A002/F659(Q005))

Change in accelerated program requirements. Convert the Non-Thesis Master's degree program to a coursework-only master's program, removing the requirement for a capstone course. Total credit hours for the accelerated program will not change.

Reason for request:

The primary purpose of the proposed change is to change the Non-Thesis Master's program to a coursework-only master's degree. The focus of the revised program is on developing data analytics skills, and students are completing projects that use real-world data in the courses, they are already being tested on their grasp of data analytics skills, and their ability to apply conceptual knowledge to solve practical issues. In other words, their analysis and synthesis skills to be a data scientist are being evaluated in each of these courses. Therefore, a special capstone course or comprehensive exam becomes redundant. Moreover, our program does have a certain sequence of courses such that introductory courses in Information Systems and Business Analytics are to be completed in the first semester. In each of the following courses, they conduct comprehensive projects with big data sets, typically work in groups, and present their findings as they would to a client organization. Their successful completion and grades in these courses show their level of mastery of Business Analytics concepts. Therefore,

we do not think that it requires a secondary validation with a capstone course. A course-only program will provide all these students the flexibility and smooth flow necessary to complete the program and become competitive in the job market. It will help our division grow the program in line with the strategic plan of the university to grow the numbers of graduate students and programs. It will help us more readily innovate with new topics in data analytics and information technologies.

Economics/Management of Information Technology, Bachelor of Business Administration/Master of Science in Management of Information Technology (RPC 277/341, MC A295/F659Q193)

Change in accelerated program requirements. Convert the Non-Thesis Master's degree program to a coursework-only master's program, removing the requirement for a capstone course. Total credit hours for the accelerated program will not change.

Reason for request:

The primary purpose of the proposed change is to change the Non-Thesis Master's program to a coursework-only master's degree. The focus of the revised program is on developing data analytics skills, and students are completing projects that use real-world data in the courses, they are already being tested on their grasp of data analytics skills, and their ability to apply conceptual knowledge to solve practical issues. In other words, their analysis and synthesis skills to be a data scientist are being evaluated in each of these courses. Therefore, a special capstone course or comprehensive exam becomes redundant. Moreover, our program does have a certain sequence of courses such that introductory courses in Information Systems and Business Analytics are to be completed in the first semester. In each of the following courses, they conduct comprehensive projects with big data sets, typically work in groups, and present their findings as they would to a client organization. Their successful completion and grades in these courses show their level of mastery of Business Analytics concepts. Therefore, we do not think that it requires a secondary validation with a capstone course. A course-only program will provide all these students the flexibility and smooth flow necessary to complete the program and become competitive in the job market. It will help our division grow the program in line with the strategic plan of the university to grow the numbers of graduate students and programs. It will help us more readily innovate with new topics in data analytics and information technologies.

Entrepreneurship and Venture Management/Management of Information Technology, Bachelor of Business Administration/Master of Science in Management of Information Technology (RPC 168/341, MC A380/F659Q241)

Change in accelerated program requirements. Convert the Non-Thesis Master's degree program to a coursework-only master's program, removing the requirement for a capstone course. Total credit hours for the accelerated program will not change.

Reason for request:

The primary purpose of the proposed change is to change the Non-Thesis Master's program to a coursework-only master's degree. The focus of the revised program is on developing data analytics skills, and students are completing projects that use real-world data in the courses, they are already being tested on their grasp of data analytics skills, and their ability to apply conceptual knowledge to solve practical issues. In other words, their analysis and synthesis skills to be a data scientist are being evaluated in each of these courses. Therefore, a special capstone course or comprehensive exam becomes redundant. Moreover, our program does have a certain sequence of courses such that introductory courses in Information Systems and Business Analytics are to be completed in the first semester. In each of the following courses, they conduct comprehensive projects with big data sets, typically work in groups, and

present their findings as they would to a client organization. Their successful completion and grades in these courses show their level of mastery of Business Analytics concepts. Therefore, we do not think that it requires a secondary validation with a capstone course. A course-only program will provide all these students the flexibility and smooth flow necessary to complete the program and become competitive in the job market. It will help our division grow the program in line with the strategic plan of the university to grow the numbers of graduate students and programs. It will help us more readily innovate with new topics in data analytics and information technologies.

Finance/Management of Information Technology, Bachelor of Business Administration/Master of Science in Management of Information Technology (RPC 081/341, MC A435/A659Q253)

Change in accelerated program requirements. Convert the Non-Thesis Master's degree program to a coursework-only master's program, removing the requirement for a capstone course. Total credit hours for the accelerated program will not change.

Reason for request:

The primary purpose of the proposed change is to change the Non-Thesis Master's program to a coursework-only master's degree. The focus of the revised program is on developing data analytics skills, and students are completing projects that use real-world data in the courses, they are already being tested on their grasp of data analytics skills, and their ability to apply conceptual knowledge to solve practical issues. In other words, their analysis and synthesis skills to be a data scientist are being evaluated in each of these courses. Therefore, a special capstone course or comprehensive exam becomes redundant. Moreover, our program does have a certain sequence of courses such that introductory courses in Information Systems and Business Analytics are to be completed in the first semester. In each of the following courses, they conduct comprehensive projects with big data sets, typically work in groups, and present their findings as they would to a client organization. Their successful completion and grades in these courses show their level of mastery of Business Analytics concepts. Therefore, we do not think that it requires a secondary validation with a capstone course. A course-only program will provide all these students the flexibility and smooth flow necessary to complete the program and become competitive in the job market. It will help our division grow the program in line with the strategic plan of the university to grow the numbers of graduate students and programs. It will help us more readily innovate with new topics in data analytics and information technologies.

General Management/Management of Information Technology, Bachelor of Business Administration/Master of Science in Management of Information Technology (RPC 168/341, MC A658/F659Q268)

Change in accelerated program requirements. Convert the Non-Thesis Master's degree program to a coursework-only master's program, removing the requirement for a capstone course. Total credit hours for the accelerated program will not change.

Reason for request:

The primary purpose of the proposed change is to change the Non-Thesis Master's program to a coursework-only master's degree. The focus of the revised program is on developing data analytics skills, and students are completing projects that use real-world data in the courses, they are already being tested on their grasp of data analytics skills, and their ability to apply conceptual knowledge to solve practical issues. In other words, their analysis and synthesis skills to be a data scientist are being evaluated in each of these courses. Therefore, a special capstone course or comprehensive exam becomes redundant. Moreover, our program does have a certain sequence of courses such that introductory courses in Information Systems and Business Analytics are to be completed in the first semester. In each of the following

courses, they conduct comprehensive projects with big data sets, typically work in groups, and present their findings as they would to a client organization. Their successful completion and grades in these courses show their level of mastery of Business Analytics concepts. Therefore, we do not think that it requires a secondary validation with a capstone course. A course-only program will provide all these students the flexibility and smooth flow necessary to complete the program and become competitive in the job market. It will help our division grow the program in line with the strategic plan of the university to grow the numbers of graduate students and programs. It will help us more readily innovate with new topics in data analytics and information technologies.

Human Resource Management/Management of Information Technology, Bachelor of Business Administration/Master of Science in Management Information Technology (RPC 168/341, MC A520/F659Q327)

Change in accelerated program requirements. Convert the Non-Thesis Master's degree program to a coursework-only master's program, removing the requirement for a capstone course. Total credit hours for the accelerated program will not change.

Reason for request:

The primary purpose of the proposed change is to change the Non-Thesis Master's program to a coursework-only master's degree. The focus of the revised program is on developing data analytics skills, and students are completing projects that use real-world data in the courses, they are already being tested on their grasp of data analytics skills, and their ability to apply conceptual knowledge to solve practical issues. In other words, their analysis and synthesis skills to be a data scientist are being evaluated in each of these courses. Therefore, a special capstone course or comprehensive exam becomes redundant. Moreover, our program does have a certain sequence of courses such that introductory courses in Information Systems and Business Analytics are to be completed in the first semester. In each of the following courses, they conduct comprehensive projects with big data sets, typically work in groups, and present their findings as they would to a client organization. Their successful completion and grades in these courses show their level of mastery of Business Analytics concepts. Therefore, we do not think that it requires a secondary validation with a capstone course. A course-only program will provide all these students the flexibility and smooth flow necessary to complete the program and become competitive in the job market. It will help our division grow the program in line with the strategic plan of the university to grow the numbers of graduate students and programs. It will help us more readily innovate with new topics in data analytics and information technologies.

Management Information Systems/Management of Information Technology, Bachelor of Business Administration/Master of Science in Management of Information Technology (RPC 262/341, MC A660/F659Q429)

Change in accelerated program requirements. Convert the Non-Thesis Master's degree program to a coursework-only master's program, removing the requirement for a capstone course. Total credit hours for the accelerated program will not change.

Reason for request:

The primary purpose of the proposed change is to change the Non-Thesis Master's program to a coursework-only master's degree. The focus of the revised program is on developing data analytics skills, and students are completing projects that use real-world data in the courses, they are already being tested on their grasp of data analytics skills, and their ability to apply conceptual knowledge to solve practical issues. In other words, their analysis and synthesis skills to be a data scientist are being evaluated in each of these courses. Therefore, a special capstone course or comprehensive exam becomes redundant. Moreover, our program

does have a certain sequence of courses such that introductory courses in Information Systems and Business Analytics are to be completed in the first semester. In each of the following courses, they conduct comprehensive projects with big data sets, typically work in groups, and present their findings as they would to a client organization. Their successful completion and grades in these courses show their level of mastery of Business Analytics concepts. Therefore, we do not think that it requires a secondary validation with a capstone course. A course-only program will provide all these students the flexibility and smooth flow necessary to complete the program and become competitive in the job market. It will help our division grow the program in line with the strategic plan of the university to grow the numbers of graduate students and programs. It will help us more readily innovate with new topics in data analytics and information technologies.

Marketing/Management of Information Technology, Bachelor of Business Administration/Master of Science in Management of Information Technology (RPC 152/341, MC A665/F659Q4343)

Change in accelerated program requirements. Convert the Non-Thesis Master's degree program to a coursework-only master's program, removing the requirement for a capstone course. Total credit hours for the accelerated program will not change.

Reason for request:

The primary purpose of the proposed change is to change the Non-Thesis Master's program to a coursework-only master's degree. The focus of the revised program is on developing data analytics skills, and students are completing projects that use real-world data in the courses, they are already being tested on their grasp of data analytics skills, and their ability to apply conceptual knowledge to solve practical issues. In other words, their analysis and synthesis skills to be a data scientist are being evaluated in each of these courses. Therefore, a special capstone course or comprehensive exam becomes redundant. Moreover, our program does have a certain sequence of courses such that introductory courses in Information Systems and Business Analytics are to be completed in the first semester. In each of the following courses, they conduct comprehensive projects with big data sets, typically work in groups, and present their findings as they would to a client organization. Their successful completion and grades in these courses show their level of mastery of Business Analytics concepts. Therefore, we do not think that it requires a secondary validation with a capstone course. A course-only program will provide all these students the flexibility and smooth flow necessary to complete the program and become competitive in the job market. It will help our division grow the program in line with the strategic plan of the university to grow the numbers of graduate students and programs. It will help us more readily innovate with new topics in data analytics and information technologies.

Risk Management/Management of Information Technology, Bachelor of Business Administration/Master of Science in Management of Information Technology (RPC 081/341, MC A822/F659/Q580)

Change in accelerated program requirements. Convert the Non-Thesis Master's degree program to a coursework-only master's program, removing the requirement for a capstone course. Total credit hours for the accelerated program will not change.

Reason for request:

The primary purpose of the proposed change is to change the Non-Thesis Master's program to a coursework-only master's degree. The focus of the revised program is on developing data analytics skills, and students are completing projects that use real-world data in the courses, they are already being tested on their grasp of data analytics skills, and their ability to apply conceptual knowledge to solve practical issues. In other words, their analysis and

synthesis skills to be a data scientist are being evaluated in each of these courses. Therefore, a special capstone course or comprehensive exam becomes redundant. Moreover, our program does have a certain sequence of courses such that introductory courses in Information Systems and Business Analytics are to be completed in the first semester. In each of the following courses, they conduct comprehensive projects with big data sets, typically work in groups, and present their findings as they would to a client organization. Their successful completion and grades in these courses show their level of mastery of Business Analytics concepts. Therefore, we do not think that it requires a secondary validation with a capstone course. A course-only program will provide all these students the flexibility and smooth flow necessary to complete the program and become competitive in the job market. It will help our division grow the program in line with the strategic plan of the university to grow the numbers of graduate students and programs. It will help us more readily innovate with new topics in data analytics and information technologies.

Supply Chain Management/Management of Information Technology, Bachelor of Business Administration/Master of Science in Management of Information Technology (RPC 152/341, MC A857/F659Q632)

Change in accelerated program requirements. Convert the Non-Thesis Master's degree program to a coursework-only master's program, removing the requirement for a capstone course. Total credit hours for the accelerated program will not change.

Reason for request:

The primary purpose of the proposed change is to change the Non-Thesis Master's program to a coursework-only master's degree. The focus of the revised program is on developing data analytics skills, and students are completing projects that use real-world data in the courses, they are already being tested on their grasp of data analytics skills, and their ability to apply conceptual knowledge to solve practical issues. In other words, their analysis and synthesis skills to be a data scientist are being evaluated in each of these courses. Therefore, a special capstone course or comprehensive exam becomes redundant. Moreover, our program does have a certain sequence of courses such that introductory courses in Information Systems and Business Analytics are to be completed in the first semester. In each of the following courses, they conduct comprehensive projects with big data sets, typically work in groups, and present their findings as they would to a client organization. Their successful completion and grades in these courses show their level of mastery of Business Analytics concepts. Therefore, we do not think that it requires a secondary validation with a capstone course. A course-only program will provide all these students the flexibility and smooth flow necessary to complete the program and become competitive in the job market. It will help our division grow the program in line with the strategic plan of the university to grow the numbers of graduate students and programs. It will help us more readily innovate with new topics in data analytics and information technologies.

Additional changes are attached hereto as Exhibit F.

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

## **SECURITY PERSONNEL SERVICES FOR ATHLETIC VENUES – 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 anticipated activity for security personnel services for athletic venues covering general public access areas and restricted private access areas contracts for fiscal year 2017, estimated to be \$1,008,000. Security services for athletic venues and larger facilities continue to be a top priority to ensure safe and secure events for student athletes and patrons. The just-in-time services contract was awarded to support the Athletics Department by providing security personnel staffing for athletic venues, larger facilities, and special events on an as-needed basis.

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

The recommended renewal to Contemporary Services Corporation of Northridge, California, represents best value to the University.

Funding has been identified, is available and budgeted within the Athletics Department 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 Position* as of March 31, 2016, *Statements of Revenues, Expenses and Changes in Net Position* for the nine months then ended and related Executive Summary are attached hereto as Exhibit G.

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 \$1,000,000 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 2012 through 2016 and current month and year-to-date, are shown on the graphs and tables attached hereto as Exhibit H. Throughout the reports, the data stated for both campuses include the OU-Tulsa Schusterman Campus as well.

The Provisions of Goods and Services policy provides that new contracts and grants in excess of \$1,000,000 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 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.

	FY15 Total Expenditures	FY15 YTD Expenditures	FY16 YTD Expenditures
UNIVERSITY OF OKLAHOMA	\$278,653,615	\$227,749,294	\$239,268,350
NORMAN CAMPUS	\$151,914,660	\$121,146,499	\$128,293,147
HEALTH SCIENCES CENTER	\$126,738,955	\$106,602,795	\$110,975,203

Chart Key / Definitions for the pages that follow:

RESEARCH/OSP = Research and Other Sponsored Programs

INSTRUCTION = Instruction/Training (applies to HSC only)

OUTREACH = Formerly College of Continuing Education (CCE)

NON-GRANT/OTHER = Internal Administration / Operational Expenses; HSC’s data may include clinical trials

EXPENDITURES = Expenditures Related to Externally-Sponsored Funding

AWARDS = New Grants and Contacts Received, or Existing Award Modifications Processed

President Boren recommended that the Board of Regents ratify the awards and/or modifications for April 2016 submitted with this Agenda Item.

Regent Stone moved approval of the recommendation. The following voted yes on the motion: Regents Bennett, Humphreys, Rainbolt-Forbes, Burgess, Stone and Albert. 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 6, 2016

Addition of Embedded Certificate

**COLLEGE OF INTERNATIONAL STUDIES**

Global Engagement, Undergraduate Certificate (RPC TBD, MC TBD)

Addition of Global Engagement embedded undergraduate certificate. This certificate is designed to enhance students' knowledge of the global community, including international affairs and modern global issues. Students would be required to earn 18 credits to receive the Certificate. The certificate will be available to any University of Oklahoma undergraduate student, regardless of major. All of its requirements can also count towards the existing International and Area Studies major at OU.

Reason for request:

OU's Global Engagement Fellowship Program, on which this certificate is modeled, currently has 150 students. These students have expressed interest in the opportunity to gain a transcribed certification for their hard work. In its most recent year, more than 400 students applied for 50 available slots in the program, indicating a wider campus interest in this certificate, as well. The Global Engagement Fellowship (GEF) Program's requirements closely mirror those for this certificate. The GEF program accepts 50 new students each fall, and the first cohort is expected to graduate in May 2018. Because of the similarities in requirements, most of the GEF students are expected to seek this certificate and would benefit from the ability to more formally document their accomplishments. Currently, one in three OU students study abroad, and OU is working to grow that number to one in two. Many students who study abroad are seeking ways to make their experiences more marketable to potential future employers, and this certificate would offer them a tangible way to do so.

## Program Requirement Change

## COLLEGE OF ARTS AND SCIENCES

Economics, Bachelor of Arts (RPC 047, MC B300)

Program requirement change. Change Grade Point Averages: Overall & Major: Combined OU/Transfer and OU from 2.25 to 2.0. Delete statement "In addition, a maximum of two attempts per course is allowed to complete ECON 3113 and ECON 3133." Total credit hours for the degree will not change.

Reason for request:

These changes will align Economics graduation GPA requirements with other programs in the College of Arts and Sciences and to remove barriers to graduation.

Political Science, Master of Arts (RPC 192, MC M790).

Course requirement change. Replace P SC 5913 with P SC 5923. Total credit hours for the degree will not change.

Reason for request:

This change will distinguish the course between PhD/MA students and MPA students in the Department.

Political Science, Ph.D. (RPC 193, MC D790)

Course requirement change. Replace P SC 5913 with P SC 5923. Total credit hours for the degree will not change.

Reason for request:

This change will distinguish the course between PhD/MA students and MPA students in the Department.

## COLLEGE OF ATMOSPHERIC &amp; GEOGRAPHIC SCIENCE

Geographic Information Science, Bachelor of Arts in Geographic Information Science (RPC 367, MC B450)

Course requirement change. Replace GIS 2013 with GEOG 1113, add METR 1313, add C S 1313, replace GIS 4923 with GEOG 4313, replace GIS 4653 with new section of courses called Applied GIS from which students can choose 3 hours in the Major Requirement area. Replace the botany, geology and meteorology subjects in the cognate with history, women's and gender studies, and film and media studies. Delete 6 hours from electives requirement. Replace GIS 4953 with GEOG 4953. Remove GIS 4453, add GEOG 1123, change core requirements to 24 hours (8 courses), change the college requirement of Natural Science to 3 hours. Total credit hours for the degree will change from 124 hours to 120 hours.

Reason for request:

A fundamental understanding of maps and mapping is critical to GIS students' understanding of geographic information systems. GEOG 1113 is better suited for this than GIS 2013. The addition of METR 1313 and C S 1313 will provide an opportunity for GIS majors to take a relevant programming course. Replacing GIS 4923 with GEOG 4313 will provide a more relevant methods course to the BA students. Adding a new Applied GIS section of courses will allow the BA students to develop an improved understanding of applied GIS as it relates to their cognate area. Replacing the scientific subjects for the cognate with the subjects of history, women's and gender studies, and film and media studies creates a set of subjects we feel are a better fit for BA students. Due to the 16 hour language requirement for the BA program, and in order to reduce the total number of hours required for the degree to be consistent with other programs across the University, we propose deleting 6 hours from the adviser-approved electives. This will reduce the amount required from 12 to 6 thus reducing the total degree hours. GIS 4953 is virtually identically to GEOG 4953 and thus redundant now that the GIS degrees are administered by the department. Replacing this course with GEOG 4953 provides consistency across all degree programs in DGES.

Geographic Information Science, Bachelor of Science in Geographic Information Science (RPC 368, MC B452)

Course requirement change. Replace GIS 2013 with GEOG 1113, change GIS 4953 to GEOG 4953, remove C S 1323, move C S 1313 from college requirement to a choice in computer related major requirement. Total credit hours for the degree will change from 124 hours to 121 hours.

Reason for request:

A fundamental understanding of maps and mapping is critical to GIS students' understanding of geographic information systems. GEOG 1113 is better suited for this than GIS 2013. We will be using GEOG 4953 our department capstone course across all our degree programs. CS 1323 is designed with computer science majors in mind. CS 1313 contains a sufficient math prerequisite and the course content is sufficiently rigorous to serve as a Computer-Related choice within the Major Requirements.

## PRICE COLLEGE OF BUSINESS

Business Entrepreneurship, Graduate Certificate (RPC 395, MC G023)

Course requirement change. Add ENT 5102 to required coursework and reduce electives from 6 hours to 4 hours. Total credit hours for the certificate will not change.

Reason for request:

Adding introductory entrepreneurship course to the certificate will allow students to explore basic concepts of innovation and entrepreneurship.

Management Information Systems, Graduate Certificate (RPC 378, MC G085)

Course requirement changes. Change MIT 5602 Management Information Systems to the only required course. Remove some of the required courses to open up course options in line with course offering changes. Change the additional hours required from 4-6 to 10 hours chosen from graduate business coursework as approved by the graduate liaison from a list maintained by the division. Total credit hours for the degree will not change.

Reason for request:

These changes are needed to correctly list the required and additional coursework requirements for the Graduate Certificate in MIS.

Management of Information Technology, Master of Science in Management of Information Technology, (RPC 341, MC M659)

Course and program requirement changes. The proposed changes convert the Non-Thesis Master's degree program to a coursework-only master's program, removing the requirement for a capstone course. Total credit hours for the degree will not change.

Reason for request:

The primary purpose of the proposed change is to change the Non-Thesis Master's program to a coursework-only master's degree. The focus of the revised program is on developing data analytics skills, and students are completing projects that use real-world data in the courses, they are already being tested on their grasp of data analytics skills, and their ability to apply conceptual knowledge to solve practical issues. In other words, their analysis and synthesis skills to be a data scientist are being evaluated in each of these courses. Therefore, a special capstone course or comprehensive exam becomes redundant. Moreover, our program does have a certain sequence of courses such that introductory courses in Information Systems and Business Analytics are to be completed in the first semester. In each of the following courses, they conduct comprehensive projects with big data sets, typically work in groups, and present their findings as they would to a client organization. Their successful completion and grades in these courses show their level of mastery of Business Analytics concepts. Therefore, we do not think that it requires a secondary validation with a capstone course. A course-only program will provide all these students the flexibility and smooth flow necessary to complete the program and become competitive in the job market. It will help our division grow the program in line with the strategic plan of the university to grow the numbers of graduate students and programs. It will help us more readily innovate with new topics in data analytics and information technologies.

Substantive Program Change  
Approved by Academic Programs Council, May 12, 2016

Option Addition and Program Requirement Change

COLLEGE OF INTERNATIONAL STUDIES

International & Area Studies, Bachelor of Arts in International & Area Studies (RPC 018, MC TBD, MC TBD, MC B605, B604, B420P241, B420P576, B075, B630, B694)

Addition of options in International Development and in Global Energy, Environment and Resources; and course requirement changes to options in International Studies, International Security Studies, European Studies, European Studies: Russian & East European, Asian Studies, Latin American Studies, and Middle Eastern Studies. The new International Development option requires 30 hours of major requirements, 18 of which must be upper-division, and 12 of the required 30 must be taken in the Department of International and Area Studies. A total of 120 hours is required for the degree. The new Global Energy, Environment and Resources option requires 33 hours of major requirements, 18 of which must be upper-division, and 18 of the required 33 must be taken in the Department of International and Area Studies. A total of 120 hours is required for the degree. Changes to International Studies option: increase major hours requirement from 30 hours to 33 hours, and require that 18 of the 33 hours must be taken in the Department of International and Area Studies; revise the groups of guided electives; and add Research and Writing Skills requirement. Total credit hours for the degree will not change. Changes to International Security Studies option: Add requirement that 18 of the 30 hours of major requirements must be taken in the Department of International and Area Studies; revise the groups of guided electives; and add Research and Writing Skills requirement. Total credit hours for the degree will not change. Changes to European Studies option: add requirement that 9 of the required 30 hours of major requirements must be taken in the Department of International and Area Studies; revise the groups of guided electives; and add Research and Writing Skills requirement. Total credit hours for the degree will not change. Changes to the European Studies Russian & East European option: add the requirement that 12 of the 30 hours of major requirement must be taken in the Department of International and Area Studies; revise the groups of guided electives; and add Research and Writing Skills requirement. Total credit hours for the degree will not change. Changes to the Asian Studies option: increase major requirement hours from 30 to 31 and require that 19 of the 31 must be taken in the Department of International and Area Studies; revise groups of guided electives; and add Research and Writing Skills requirement. Total credit hours for the degree will not change. Changes to Latin American Studies option: add requirement that 12 of the 30 hours of major requirements be taken in the Department of International and Area Studies; revise the groups of guided electives; and add Research and Writing Skills requirement. Total credit hours for the degree will not change. Changes to Middle Eastern Studies option: add requirement that 12 of the 30 hours of major requirements be taken in the Department of International and Area Studies; revise the groups of guided electives; and add Research and Writing Skills requirement. Total credit hours for the degree will not change.

Reason for request:

International Development is a central area of specialization in International Studies and a growing number of our students express interest in this field. In addition, this area complements International Security Studies very well as it is increasingly understood that security and development issues are highly linked. This new option will not only offer courses that strengthen existing majors but it also proposes a minor for those students from other majors around campus, but with a strong interest in International Development. The addition of the Global Environment, Energy and Resources option responds to student demand for international degree specializations beyond International Security and area studies. The new GEER option will allow students to develop a comprehensive, interdisciplinary understanding of energy,

environment, and natural resources at a time when the challenges of global environmental change are at the forefront of public debate around the world. It also provides students with the international skills they need to succeed in a field with growing employment opportunities. The changes to the existing IAS options follow from a far-reaching curriculum review undertaken by Department faculty during the 2014-15 academic year, and represent a natural result of the evolution of International and Area Studies at OU. When the IAS options were first established in the early 2000s, the Department had very few of its own courses, and major requirements were assembled from courses in supporting departments, such as political science, history, economics, geography and others. During the past decade, IAS has hired primarily fully-appointed rather than jointly-appointed faculty, and has developed a broad range of IAS-designated courses. These changes construct our options more closely around these IAS-designated courses taught by IAS faculty. Additionally, in our curriculum review we sought to identify critical unmet student needs. This led to our development of new writing and research course requirements for each of our options.

Substantive Program Change  
Approved by Academic Programs Council, May 19, 2016

Program Name Change, Option Name Change, Program Requirement Change

COLLEGE OF ARTS AND SCIENCES

Public Affairs & Administration, Bachelor of Arts (RPC 036, MC TBD)

Program name change to Public and Nonprofit Administration. Option Name change to Public and Nonprofit Administration. Course requirement changes. Add additional course options to public administration and public policy core courses. Total credit hours for the degree will not change.

Reason for request:

The Department has agreed to administer the Nonprofit Organizational Studies minor. Along with changing the name, the curriculum is being changed to incorporate the new NPNG classes.

Change in Program Requirements

COLLEGE OF LIBERAL STUDIES

Administrative Leadership, Master of Arts in Administrative Leadership (RPC 373, MC M003)

Course requirement changes. Replace LSTD 5653 with LSAL 5193. Replace the 9 hours of electives in the current MAAL with three new leadership tracks: Organizational Leadership, Volunteer and Non-Profit Leadership, and Government and Military Leadership. Each track consists of two required courses (six hours), and one additional course (three hours) selected from a list of approved track electives. Replace the six elective hours for current MAAL students who choose to take a comprehensive exam as a non-thesis degree completion option for the program with an additional six hours of leadership electives as approved by their faculty adviser and graduate liaison.

Reason for request:

The primary reason for proposing changes to the Master of Arts in Administrative Leadership (MAAL) program stems from the need to update its curriculum to better reflect current research on, and practice in, effective leadership in the organizational context. Adding LSAL 5193 to the program core reflects an intentional focus on preparing students to meet this ever-increasing challenge. In response to employers' expectations, we are recommending the

inclusion of three “tracks” within the MAAL program – Organizational Leadership, Volunteer and Non-Profit Leadership, and Government and Military Leadership. These more focused areas of study are designed so that students can develop deeper expertise in their particular area of interest, based on either their current work setting and/or their long-term aspirations. All tracks will ensure that students graduate with the requisite knowledge and skills needed to understand the dynamics of their chosen organizational setting and to make wise, informed, timely contributions to those organizations. The proposed changes to the MAAL curriculum will not only enhance students’ knowledge of leadership theory and current research literature, but will also provide learning activities to increase students’ self-awareness of their own leadership behaviors and skills, and exercises to develop their ability to lead others effectively.

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

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

### **HONORARY DEGREES – NC**

The University policy and the policy of the Oklahoma State Regents for Higher Education on awarding honorary degrees states that nominees and alternates must be approved by the OU Board of Regents and State Regents prior to awarding of the degrees.

The University Regents and administration request that the names of the nominees and alternates be kept confidential until final arrangements are made for the nominees to be present.

President Boren recommended the nominees and alternates listed in his recent letter to the Board of Regents be approved for honorary degrees.

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

### **CHANGE THE NAME OF THE SCHOOL OF ART AND ART HISTORY TO THE SCHOOL OF VISUAL ARTS – NC**

Changing the name to the School of Visual Arts is desired to more fully represent the academic focus of the School, which encompasses areas of design, art history, visual communication, and several studio art disciplines. This name better reflects the School’s degree offerings and faculty research emphasis and will assist the School in its efforts to recruit quality students and faculty to its programs.

Internally, the faculty of the School, the Dean of the Weitzenhoffer Family College of Fine Arts, and the Senior Vice President and Provost have approved this change. Once approved by The University of Oklahoma Board of Regents, the name change will be forwarded to the State Regents for Higher Education for information.

President Boren recommended the Board of Regents approve changing the name of the School of Art and Art History to the School of Visual Arts.

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



**DESIGNATION OF GIFT AS A QUASI-ENDOWMENT (BOYD) – NC**

The David Ross Boyd Lectureship Fund was established on May 27, 1980, by a bequest from the Estate of Mary Alice Boyd in memory of her father, David Ross Boyd, the first President of the University of Oklahoma. The subject of the lectures is to be chosen from the fields of philosophy and religion. Lecturers are to be of the highest scholarship and reputation. There are no restrictions requiring the gift to be held in perpetuity, thereby making the entire gift expendable. However, the intent of the donor can best be met by designating the gift as a quasi-endowment fund within the Regents' Fund.

It is recommended that the David Ross Boyd Lectureship Fund be designated as a quasi-endowment fund with \$140,000 of the current balance (\$149,498) designated as endowment principal. Any subsequent gifts to the Fund will also be designated as endowment principal. As such the Fund will function like an endowment with only the remaining expendable balance (\$9,498) and future investment earnings being used. At any time the entire gift may be totally expended for the purpose intended by the donor at the discretion of the Board of Regents.

President Boren recommended that the David Ross Boyd Lectureship Fund be changed from a restricted expendable fund to a quasi-endowment fund. As such the Fund will function like an endowment but may be totally expended for the purpose intended by the donor at any time at the discretion of the Board of Regents.

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

**DESIGNATION OF GIFT AS A QUASI-ENDOWMENT (GRUNWALD) – NC**

In May 2016, the University received a bequest of \$360,000 from the Estate of Walter Grunwald, who received his Ph.D. in Education from the University in 1968. While not specifically stated in Mr. Grunwald's Last Will and Testament, it appears that his intent can best be met by designating the gift as a quasi-endowment fund within the Regents' Fund for benefit of the College of Education, with only the investment earnings being utilized to fund graduate student assistantships and support.

It is recommended that the bequest, along with any subsequent distributions from the estate, be formally designated as a quasi-endowment fund and made a part of the Regents' Fund. The principal shall be held in perpetuity. Trust fund principal shall not be diminished.

President Boren recommended a bequest received from the Estate of Walter Grunwald be designated as a quasi-endowment within the Regents' Fund. The fund shall be titled the "Walter Grunwald Education Graduate Student Support Fund." As such, only investment earnings of the fund will be made available for expenditure.

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

**TERMINATION OF AGREEMENT WITH SANTA FE SOUTH SCHOOLS, INC. – NC**

Since 2007, the University has served as the sponsoring entity for Santa Fe South Elementary School ("School"), a charter school located in Oklahoma City. The present contract term will expire on June 30, 2020. School, which also operates a middle school and high school

in Oklahoma City under the sponsorship of Oklahoma City Public Schools, has requested the University agree to terminate the sponsorship effective June 30, 2016, so the School may consolidate its three existing operations under a single sponsorship from Oklahoma City Public Schools. School anticipates consolidation will help save administrative costs and may provide an opportunity to participate in school bond issues, and therefore School believes this approach is in the best interests of the students it serves. The School has paid sponsorship fees due to date and the University has incurred no expenses for future year sponsorship obligations. Documents from the School in support of this termination are attached hereto as Exhibit I.

President Boren recommended termination of sponsorship of Santa Fe South Elementary charter school in Oklahoma City, effective June 30, 2016.

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

## **RESEARCH EQUIPMENT – NC**

Due to the large volume of Fall 2016 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. It is not anticipated that any piece of equipment will exceed the \$1,000,000 purchasing threshold, but if those do manifest, they will be presented as separate agenda items prior to purchase.

### **I. SUMMARY OF COMMITMENTS:**

- College of Arts and Sciences – Total not to exceed: \$843,667
  - Department of Biology – Up to \$153,667 in equipment for two faculty positions as part of the BioCluster; up to \$100,000 in equipment for a faculty position with an emphasis in Avian Genetics/Genomics.
  - Department of Microbiology and Plant Biology - Up to \$90,000 in equipment for a faculty position with an emphasis on Microbial Ecology.
  - Department of Physics and Astronomy - Up to \$125,000 in equipment for faculty position in High Energy Physics.
  - Department of Chemistry and Biochemistry – Up to \$200,000 in equipment for a faculty position with an emphasis in Physical/Computation Chemistry; up to \$175,000 in equipment for a faculty position with an emphasis in Inorganic/Environmental Chemistry.
- College of Atmospheric and Geographic Sciences – Total not to exceed: \$30,000
  - Department of Geography – Up to \$30,000 in equipment for a faculty position in Geohumanities.
- Michael F. Price College of Business – Total not to exceed \$10,000
  - School of Accounting – Up to \$2,500 in equipment for a faculty position in Financial/Tax/Managerial Accounting.
  - Division of Entrepreneurship and Economic Development – Up to \$5,000 in equipment for two faculty positions in Entrepreneurship.
  - Division of Marketing and Supply Chain Management – Up to \$2,500 in equipment for a faculty position in Marketing.

- Mewbourne College of Earth and Energy – Total not to exceed \$375,000
  - ConocoPhillips School of Geology and Geophysics – Up to \$75,000 in equipment for a faculty position in Geophysics; up to \$75,000 in equipment for a faculty position in Petroleum Geochemistry; and up to \$75,000 in equipment for a faculty position in Applied Geophysics.
  - Mewbourne School of Petroleum and Geological Engineering – Up to \$150,000 in equipment for three faculty positions in Petroleum Engineering.
- Gallogly College of Engineering – Total not to exceed \$400,000
  - School of Aerospace and Mechanical Engineering – Up to \$100,000 in equipment for a faculty position with an emphasis in Energy (oil & gas).
  - School of Chemical, Biological and Materials Engineering – Up to \$50,000 in equipment for a faculty position with an emphasis in Water and/or Renewable Energy.
  - School of Electrical and Computer Engineering – Up to \$200,000 in equipment for a Medical Imaging faculty position per a faculty retention initiative; and up to \$50,000 for a faculty position with an emphasis in Power Systems and/or Energy.
- Weitzenhoffer Family College of Fine Arts – Total not to exceed \$24,000
  - School of Art and Art History – Up to \$22,000 in equipment for a faculty position in Art, Technology and Culture.
  - School of Dance – Up to \$2,000 in equipment for a faculty position in Dance.
- Gaylord College of Journalism and Mass Communications – Total not to exceed \$10,000
  - Journalism and Mass Communications – Up to \$10,000 in equipment for a faculty position in Public Relations.
- Jeannine Rainbolt College of Education – Total not to exceed \$20,000
  - Educational Psychology – Up to \$10,000 total in equipment for two faculty positions in Special Education.
  - Instructional Leadership and Academic Curriculum – Up to \$10,000 in equipment for two faculty positions in Early Childhood Development and/or 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 \$1,712,667 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 Bennett, Humphreys, Rainbolt-Forbes, Burgess, Stone and Albert. The Chair declared the motion unanimously approved.

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

At the June 2015 meeting, the Board of Regents approved the Bizzell Memorial Library, Neustadt Wing Lower Level 2 Renovation project. At the December 2015 meeting, the Board ranked Manhattan Construction Company of Oklahoma City first among construction management firms considered to provide construction services for this and other University Libraries projects.

Design development documents, some of which are attached hereto as Exhibit J, have been prepared by the project architects, Rees Associates, Inc. This project involves renovation and modernization of 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.

The estimated total project cost is \$9,500,000. Project funding has been identified, is available, and budgeted from discretionary funds, general revenue bond proceeds, Section 13/New College distributions, and private gifts.

President Boren recommended the Board of Regents

- I. Approve project design and authorize preparation of construction documents for the Bizzell Memorial Library, Neustadt Wing Lower Level 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 Bennett, Humphreys, Rainbolt-Forbes, Burgess, Stone and Albert. 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.

At the January 2016 meeting, the Board of Regents authorized \$120,000,000 in expenditures for construction of the South End Zone project. Now that all of the scope of work is identified, including finishes, furniture, and equipment, it is proposed that the Board of Regents authorize total expenditures for construction not to exceed \$122,000,000, utilizing funds heretofore budgeted as construction contingency.

The total project budget for the South End Zone project remains at \$160,000,000. Funding for the project 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 revised cumulative amount of \$122,000,000 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.

President Boren commented that the University controlling the contingency fee has been a prudent move, and this is not an increase as it has been expected all along. He highlighted again that this project is totally financed by the fan base and generous donors to the Athletics program, with no state-appropriated funds used. Regent Burgess stated that these types of projects provide an incredible amount of revenue and attention to the University, and the Athletics Department is to be commended on how financially successful they are and that they return money to the University for uses such as scholarships. President Boren agreed, saying that, over the last five years, the Athletics Department has given \$26.5 million back to the general University while most universities have to do the reverse and subsidize their athletic departments.

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

### **LLOYD NOBLE CENTER STRENGTH TRAINING AND PERFORMANCE CENTER ADDITION – NC**

At the May 2015 meeting, the Board of Regents approved design development plans for the Lloyd Noble Center Strength Training and Performance Center Addition. Since that time a vigorous project design effort has been underway resulting in a revised design development plan for the project. The revised plans will provide for an approximately 17,600 gross square foot single building addition to the south of the existing two practice court gymnasiums used by the men's and women's basketball programs. This redesign will provide significantly improved strength training facilities for both basketball programs as well as for student-athletes competing in other OU athletics programs. As a part of the project, space for a Performance Center also will be constructed to provide for performance equipment, testing and assessment to help student-athletes improve overall athletic performance. Floor plans and a conceptual drawing are attached hereto as Exhibit K.

The estimated total cost for the project is \$7,000,000, with funding identified, available and budgeted from private donations and Athletics funds.

President Boren recommended the Board of Regents approve the revised design development phase plans for the Lloyd Noble Center Strength Training and Performance Center Addition project.

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

### **ON-CALL GEOTECHNICAL ENGINEERING AND CONSTRUCTION MATERIALS TESTING CONSULTANTS – NC**

In May 2011, the Board of Regents ranked geotechnical engineering and construction materials testing firms to provide engineering and testing services required by the University. EST, Inc. and Standard Testing and Engineering Company of Oklahoma City were engaged for an initial one-year period, and as provided by Board approval, the terms of the firms' service were extended for four additional one-year periods. It is now necessary to make a new selection.

Services to be provided include tests for soil compaction, concrete strength, asphalt density and strength, pier inspection, steel welding and other connections, and reinforcing steel condition and placement.

A request for qualifications was sent to the engineering firms that are currently registered with the Construction and Properties Department of the State of Oklahoma Office of Management and Enterprise Services, Division of Capital Assets Management. A committee was formed to evaluate the responses received from eight firms. The committee was composed of the following:

William Forester, Assistant Director, Architectural and Engineering Services, Chair  
Jeff Schmitt, Construction Administrator, Architectural and Engineering Services  
Nils Gransberg, Construction Administrator, Architectural and Engineering Services  
Tony Gardner, Staff Engineer, Facilities Management

The committee recommended all of the firms that submitted proposals be selected. Selection will be for an initial one-year term which may be extended for four additional one-year term upon mutual agreement. The firms recommended for selection are:

Burgess Engineering & Testing, Inc., Moore, OK  
EST, Inc., Oklahoma City, OK  
Midwest Engineering & Testing Corporation, Oklahoma City, OK  
Olsson Associates, Oklahoma City, OK  
Professional Service Industries, Inc., Oklahoma City, OK  
ROCA Engineering, Inc., Oklahoma City, OK  
Standard Testing & Engineering Company, Oklahoma City, OK  
Terracon Consultants, Inc., Oklahoma City, OK

President Boren recommended the Board of Regents:

- I. Authorize the selection of the geotechnical firms presented above to provide on-call geotechnical engineering services as needed for the Norman, Oklahoma City and Tulsa campuses for a one-year period with option to renew for four additional one-year periods;
- II. Authorize the administration to negotiate terms and conditions for geotechnical engineering services by the on-call firms; and
- III. Authorize the administration to execute the required agreements and issue purchase orders for these services for an initial one-year term which may be extended for four additional one-year terms upon the University's and the selected firm's mutual agreement.

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

## **MASTER SERVICE AGREEMENT – NC**

On June 24, 2015, the Board of Regents approved an MOU with the OU Foundation whereby the Foundation would establish an administrative model for founding study centers in foreign jurisdictions and form a local Brazilian entity, and authorized the President to create one or more Oklahoma entities to form, own, and administer all such foreign entities in compliance with foreign law necessary for establishment of Study Centers overseas. In agreeing to establish and temporarily operate the local entity, the Foundation called for the University to establish an entity to create and manage all foreign entities generally, and the Brazilian entity in particular, the latter of which would be transferred from the Foundation by the end of 2015. The Foundation established the necessary foreign entity and, as authorized, the University has created the overarching managing entity (Global OU), which has assumed its operation and management. In addition, The University of Oklahoma Instituto Educacional Limitada was transferred successfully to Global OU on December 22, 2015.

As requested by the University after having followed existing protocols, Global OU will establish local entities in countries in which the University desires to institute certain educational programs abroad for its students. Where required, Global OU, for example, will establish such local entities to acquire or lease facilities and property; interact with local government authority in matters such as banking, taxation, litigation, etc.; hire employees; engage services; and otherwise operate and transact business in the country in support of the University's educational programs.

Global OU will effect the purchase, leasing, or rental of real property by and through the local entities as necessary and as requested by the University for the operations of the University study centers. Real property may include, but is not limited to, classroom space, office space and housing for faculty, staff and students. Proposed real property and any agreements related to the purchase, leasing, or rental of such real property will be approved by the University prior to execution to ensure that all arrangements comply with University standards and expectations. The University intends to use such real property for educational or residential purposes and for such other lawful purposes as may be related, incidental or necessary thereto.

In each such foreign jurisdiction, Global OU will coordinate as necessary and desirable with the University and will exercise due diligence to effect the lawful establishment of the local entities, and approval of local government with authority over them. Once established, Global OU will operate, manage, and maintain the local entities in a professional and business-like manner in accord with all national, state, and local laws, rules, policies and regulations of their host jurisdiction and the University of Oklahoma.

In order to effect its purposes, the University and Global OU must enter into this Master Services Agreement (attached hereto as Exhibit L) to allow Global OU to carry out these stated purposes in return for the University's reimbursement of Global OU's reasonable costs and expenses connected with its corporate operations on the University's behalf.

Pursuant to the authority granted to him in the June 24, 2015, meeting of the Board of Regents "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..." the President appointed interim members to the Global OU Board of Directors. Global OU's Bylaws require that the Board of Regents shall appoint the permanent members of Global OU's Board of Directors.

President Boren recommended the Board of Regents:

- I. Authorize the President to execute the Master Service Agreement between the Board of Regents and Global OU, Inc.; and
- II. Appoint the Senior Vice President and Provost, Norman Campus, Vice Provost of International Programs and Dean of the College of International Studies, University Vice President for Student Affairs and Dean of Students, Vice President for Development, Associate Vice President and Chief Financial Officer, and the President and Chief Executive Officer of the University of Oklahoma Foundation to the Board of Directors of Global OU, Inc.

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

## **CREATION OF INFORMATION TECHNOLOGY SECURITY GOVERNANCE COMMITTEE – ALL**

Cybersecurity has become a matter of increasing national concern in the private and public sectors. Security breaches at government agencies, major retailers, financial institutions, social media sites, and higher education institutions including NOAA, the U.S. Postal Service, Target, Home Depot, Snapchat, J.P. Morgan, and Rutgers University have resulted in significant damage to brands and reputations and, in some instances, civil liability and/or fines. Proactive risk awareness and policy development is necessary to protect the University from similar technology and data breaches.



To reduce the University's risk exposure, the President recommends establishing centralized committees on both the Norman and HSC campuses with the responsibility of developing a proactive enterprise governance program for technology and information risk. Each committee will be comprised of executive administrators or their designees from the following offices: Provost; Administration and Finance; Information Technology; Research; and Legal Counsel. The committees may add additional members as deemed necessary. The proposed additions to Regents' policy are attached hereto as Exhibit M.

Committees will adopt, publish, and implement policies and procedures to manage information and technology risk; address regulatory requirements relating to information technology and data security; and promote awareness throughout the University community. The Committees are responsible for:

- Endorsing University and campus information risk and information security strategies.
- Providing high-level guidance on program initiatives.
- Ensuring sources of funding and resources for enabling initiatives.
- Implementing an enterprise information governance framework, organizational information governance structures, and associated roles and responsibilities.
- Establishing authorities for the campus information risk program and define and approve the risk decision-making structure.
- Defining and approving risk appetite(s) and risk tolerance(s) for technology and information risk, and the acceptable corresponding process(es) to review and approve exceptions to these.
- Endorsing information risk and information security policies and setting the tone for the campus's information and data security culture.
- Soliciting input and advice from affected areas of the campus.

President Boren recommended the Board of Regents amend the Regents' Policy Manual for the University of Oklahoma by renumbering section 3.6 to include the pre-existing e-discovery policy and add the Information Technology Security Governance Committee.

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

## **AMENDMENTS TO RETIREMENT PLAN DOCUMENTS – NC**

The University sponsors the University of Oklahoma Defined Contribution Retirement Plan and the University of Oklahoma Optional Retirement Plan (the "Plans"), which are tax-qualified retirement plans for the benefit of University employees. Plan administration fees are assessed on each participant account in each Plan. Some University employees have accounts in both Plans, thus incurring the administrative fee twice. Proposed amendments to the Plans have been drafted which will consolidate such employees' accounts in the Plans so that they will not incur double charges.

Also, the Plans currently provide that eligible employees begin participation in the Plan on the first day of the month following the employee's date of hire. Because of the difficult budget environment that the University faces, substantial cost savings can be realized by the University if a new eligible employee's entry into the Plan is delayed for a period of time. Proposed amendments to the Plans have been drafted which provide that new eligible employees must complete a waiting period of twelve (12) months before entry into the applicable Plan. The amendments would generally be effective for employees hired on or after the effective date of the amendments, July 1, 2016.

Additionally, effective December 1, 2011 and January 1, 2012, respectively, the University's retirement plans were amended to include Rogers State University and Cameron University employees to achieve greater efficiencies by increasing plan participation. In October 2011, prior to inclusion of Rogers State and Cameron in the plans, the Board delegated to the President of the University of Oklahoma the authority to utilize the retirement plan contribution mechanism for incentive and retention of key executive officers.

In order to harmonize the Plans and associated procedures across campuses, it is necessary to delegate to the Cameron University and Rogers State University Regents Subcommittee Chairs the authority to include individuals in the Plans under the same terms and conditions previously delegated to the President of the University of Oklahoma.

President Boren recommended that the Board of Regents approve amendments to the University of Oklahoma's Defined Contribution Retirement Plan and the Optional Retirement Plan to effectuate the purposes set forth below and to authorize the President or his designee to take any and all action necessary to adopt and implement the changes in accordance with applicable IRS regulations:

- Allow consolidation of certain accounts to avoid duplicative administrative charges;
- Modify the waiting period for entry into the Plans for employees hired on or after July 1, 2016 to twelve (12) months;
- Allow the existing retention and incentive aspects of the Plans to include participants as recommended by the Cameron and Rogers State University Subcommittee Chairs under same terms and conditions previously approved for the University of Oklahoma.

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

## **REVIEW OF REGENTS INTELLECTUAL PROPERTY POLICY – NC & HSC**

The Office of Technology Development of the University of Oklahoma maintains Growth Funds on each campus funded by revenues generated by commercially licensing intellectual property (IP) created at the University and used to support enhanced development of OU IP for commercialization and/or IP protection. To improve efficiency and consistency across both campuses, the Growth Funds will be managed within the framework guidelines included in the policy statement below.

In addition, during the Fall 2015 meeting of the Equity Management Committee, the members of the Committee made the following recommendations:

- 1) Eliminate the requirement for the Committee to meet in-person annually; and,
- 2) Increase financial threshold requiring Equity Management Committee consideration for acquisition or disposition of assets, from \$250,000 to \$1,000,000, consistent with the contracting limits established by the Board of Regents.

The recommended policy changes, attached hereto as Exhibit N, have been reviewed by the Office of Legal Counsel, both Vice Presidents for Research and the Provost of the Health Sciences campus.

President Boren recommended the Board of Regents approve revisions to the Regents *Intellectual Property Policy* to establish a University Growth Fund Committee, eliminate the annual Equity Management Committee meeting as requested by the Committee and modify the threshold for approval of asset acquisition and disposition consistent with established Board of Regents contracting limits.

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

#### **ACCEPTANCE OF CREDIT CARD PAYMENTS FOR DELINQUENT ACCOUNTS – NC**

Section 4.5 of the Regent's Policy Manual deals with a student's financial obligation to pay for all tuition and fee charges placed on his or her Bursar account that originate from his or her registration and enrollment in classes. Included in this section are provisions that obligate the student to pay late fees, service charges, and all costs of collections (i.e. court fees, attorney's fees, etc.) that result from the student's account becoming "delinquent". Pursuant to subsections 3 and 4, a student's account is considered "delinquent" when the tuition and fee charges have not been paid during the period set forth by the Bursar's office for the relevant term.

Presently, Section 4.5, subsection 11 authorizes payment of delinquent accounts in the form of cashier's checks, money orders, cash, and ACH (Automated Clearing House) payments only. While other forms of payment (e.g. credit cards) are accepted by the University Bursar and other University points of service, there is inconsistency across campus regarding forms of payment that may be accepted for different University goods and services. University administration carefully analyzes and balances the financial risks to students and the institution when considering whether various payment forms are appropriate. As payment options and regulations evolve, it is more efficient for University administration to remain nimble in response to modifying payment options for the student body. Proposed changes to Board of Regents' Policy, attached hereto as Exhibit O, would allow this flexibility with the review and approval of the Vice President of Administration and Finance in consultation with the University's General Counsel.

President Boren recommended that the Board of Regents modify Board of Regents' Policy 4.5, subsection 11, as attached, by delegating authority to the Vice President for Administration and Finance, in consultation with the General Counsel, to determine appropriately secure forms of payment that may be accepted by the University Bursar and University Collections for University fees and services.

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

#### **ADOPTION OF FRAUD PREVENTION, REPORTING AND WHISTLEBLOWER PROTECTION POLICY – ALL**

Fraud is the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it. Fraud, if undiscovered, can drain limited institutional resources from their intended use for the improper benefit of an individual. The purpose of the proposed fraud policy is to:

- 1) Establish, as Board of Regents' policy, that fraud is prohibited;
- 2) Clearly define fraud and fraudulent activity;
- 3) Identify appropriate means for reporting suspected fraud;
- 4) Designate responsibility for investigations involving fraud; and
- 5) Protect anyone reporting suspected fraud, in good faith, from retaliation.

Clearly communicating these expectations with respect to integrity in the conduct of all University business is an important first step in preventing and deterring fraud. Therefore, President Boren recommends the adoption of the Fraud Prevention, Reporting, and Whistleblower Protection Policy, to be numbered as Section 3.9 of the Board of Regents' Policy, attached, and approval of the corresponding update to the Internal Audit Charter, attached hereto as Exhibit P.

President Boren recommended the Board of Regents adopt a Fraud Prevention, Reporting, and Whistleblower Protection Policy and approve a corresponding update to the Internal Audit Charter.

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

#### **ANNUAL AUDIT PLAN FOR FISCAL YEAR 2017 – ALL**

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 2017 has been discussed with the Finance and Audit Committee and includes 41 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 2017.

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

#### **GROUND LEASE – NC**

This item relates to University Administration's progress toward the development of selected parcels on the Norman campus with the intent of enhancing the overall student experience as well as optimizing the value of University assets.

At its March 28, 2012 meeting, the Board of Regents authorized the President or his designee with the review of University Legal Counsel, to negotiate and execute agreement(s) engaging outside real estate consultant(s) to assist the University in (1) the evaluation and valuation of current and potential future properties relevant to the Norman, Health Sciences Center, and Tulsa Schusterman Center campuses and (2) planning for the most efficient use of those properties for the University's benefit.

At its March 8, 2016 meeting University Administration reported to the Board that it was entering into negotiations to engage the services of Kennedy Consulting Team to assist the University with its plans; that it will ensure that associated fees are in line with the prevailing market; that it will ensure that funding is properly identified, sufficient, and available; and that it will report associated expenditures to the Board in accordance with governing policy. Those negotiations and the resulting award have been completed.

At this time the University Administration is exploring the redevelopment of the Cross Center site, which is bordered by Asp Avenue, Fourth Street, Jenkins Avenue, and Timberdell Road. The Cross Center complex was built in the early 1950's and is at the end of its useful life. In conjunction with the Provident Resources Group, the Administration hopes to develop new student housing and dining facilities, as well as an office building and structured parking facility. In doing so, the University will continue its commitment to 1) building strong residential, living, learning communities, 2) improving student retention and graduation, and 3) attracting more upper classmen to on-campus housing.

By this item University Administration requests authorization to enter into a ground lease with Provident Resources Group Inc. of Baton Rouge, Louisiana, approximately 20 acres of University land for the purposes of owning, developing, and operating certain assets for the benefit of students, faculty, and staff.

President Boren recommended the Board of Regents authorize the President or his designee to negotiate and enter into a ground lease, subject to Legal Counsel review, to lease to Provident Resources Group Inc. of Baton Rouge, Louisiana, 20 acres, more or less, of University land for the purposes of owning, developing and operating certain real and personal assets that will be created for the benefit of students, faculty, and staff; and to report the results back to the Board at the earliest opportunity.

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

**ACQUISITION AND SALE OF PROPERTY, 1317 GARFIELD AVENUE – NC  
ACQUISITION AND SALE OF PROPERTY, 1406 MCKINLEY AVENUE – NC  
ACQUISITION AND SALE OF PROPERTY, 1410 MCKINLEY AVENUE – NC**

President Boren recommended the Board of Regents authorize the University administration to acquire property located at 1317 Garfield Avenue, Cleveland County, Norman; 1406 McKinley Avenue, Cleveland County, Norman; and 1410 McKinley Avenue, Cleveland County, Norman as listed. (Maps detailing the location of each property are attached hereto as Exhibit Q.)

Regent Humphreys moved approval of the recommendation on all three properties. The following voted yes on the motion: Regents Bennett, Humphreys, Rainbolt-Forbes, Burgess, Stone and Albert. The Chair declared the motion unanimously approved.

**ACQUISITION AND SALE OF PROPERTY, 1317 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.

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.

**ACQUISITION AND SALE OF PROPERTY, 1406 MCKINLEY 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.

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.

**ACQUISITION AND SALE OF PROPERTY, 1410 MCKINLEY 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.

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.

**ACADEMIC PERSONNEL ACTIONS – HSC & NC**Health Sciences Center:

## LEAVE(S) OF ABSENCE:

Adelson, David Michael, Associate Professor of Dermatology, Tulsa, leave of absence without pay extended, July 1, 2016 through December 31, 2016.

Lane, James T., Professor of Medicine, Section Chief, Department of Medicine, and The Harold Hamm Chair in Clinical Diabetes Research; medical leave of absence with full pay, February 9, 2016 through May 3, 2016; leave of absence with pay, May 4, 2016 through August 1, 2016.

Martin, Kimberly C., Assistant Professor of Pediatrics, Tulsa, leave of absence with pay, May 3, 2016 through August 3, 2016.

## NEW APPOINTMENT(S):

Argo, Jimmy, M.D., Instructor in Otorhinolaryngology, annualized rate of \$60,000 for 12 months, July 1, 2016 through June 30, 2017. Changing from Resident to Faculty

Beasley, Brent W., M.D., Professor of Internal Medicine, Tulsa, and The George Kaiser Family Foundation Chair in Pulmonary and Critical Care, annualized rate of \$112,500 for 12 months, May 31, 2016 through June 30, 2016. University base \$51,500. New consecutive term appointment

Bustanza, Jessee Kathryn, D.O., Instructor in Pediatrics, Tulsa, annualized rate of \$44,000 for 12 months, 0.50 time, July 1, 2016 through June 30, 2017. Changing from Resident to Faculty. University base \$20,000

Cordell, Jared A., M.D., Clinical Assistant Professor of Pediatrics, annualized rate of \$70,000 for 12 months, July 1, 2016 through June 30, 2017. Changing from Resident to Faculty

Cross, Cory Damon, M.D., Assistant Professor of Medicine, annualized rate of \$88,750 for 12 months, July 1, 2016 through June 30, 2017. Changing from Resident to Faculty. New consecutive term appointment

George, Sagila, M.D., Assistant Professor of Medicine, annualized rate of \$60,000 for 12 months, July 1, 2016 through June 30, 2017. Changing from Resident to Faculty. New consecutive term appointment

Ghata, Joe, M.D., Assistant Professor of Medicine, annualized rate of \$60,000 for 12 months, July 1, 2016 through June 30, 2017. Changing from Resident to Faculty. New consecutive term appointment

Graef, Jennifer Lyn, Ph.D., Assistant Professor of Nutritional Sciences, annualized rate of \$66,000 for 12 months, June 1, 2016 through June 30, 2016. New consecutive term appointment

Harrison, Kiya Khristina, Pharm.D., Assistant Professor of Pharmacy Clinical and Administrative Sciences, annualized rate of \$98,500 for 12 months, July 31, 2016 through June 30, 2017. New consecutive term appointment

Hiebert, Rachael M., M.D., Clinical Assistant Professor of Pediatrics, annualized rate of \$65,000 for 12 months, July 1, 2016 through June 30, 2017. Changing from Resident to Faculty

Isley, Kaitlin Ailene, D.O., Instructor in Pediatrics, Tulsa, annualized rate of \$44,000 for 12 months, 0.50 time, July 1, 2016 through June 30, 2017. University base \$20,000

Jeffries, Matlock Arizona, M.D., Assistant Professor of Medicine, annualized rate of \$60,000 for 12 months, July 1, 2016 through June 30, 2017. Changing from Resident to Faculty. New consecutive term appointment

Jennings, Lee A., M.D., Assistant Professor of Geriatrics and The Donald W. Reynolds Chair in Geriatric Medicine, annualized rate of \$135,000 for 12 months, June 27, 2016 through June 30, 2017. University base \$65,000. New consecutive term appointment

Kanagala, Rajesh, M.D., Assistant Professor of Medicine, annualized rate of \$60,000 for 12 months, July 1, 2016 through June 30, 2017. Changing from Resident to Faculty. New consecutive term appointment

Kassa, Netsanet G., M.D., Clinical Assistant Professor of Pediatrics, annualized rate of \$75,000 for 12 months, July 1, 2016 through June 30, 2017. Changing from Resident to Faculty

Krueger, John Timothy, M.D., Assistant Professor of Family Medicine, Tulsa; The George Kaiser Family Foundation Chair in Community Medicine; Associate Dean for Clinical Affairs, School of Community Medicine; and Chief Medical Officer for OU Physicians, annualized rate of \$280,000 for 12 months, May 16, 2016 through June 30, 2016. Includes an administrative supplement of \$220,000 while serving Associate Dean for Clinical Affairs and Chief Medical Officer. University base \$60,000. New consecutive term appointment.

Lewis, Kelsey Tole, Pharm.D., Clinical Assistant Professor of Pediatrics, Tulsa, annualized rate of \$57,000 for 12 months, 0.60 time, May 31, 2016 through June 30, 2016.

Liew, Andrew H., M.D., Assistant Professor of Psychiatry, Tulsa, annualized rate of \$111,070 for 12 months, July 25, 2016 through June 30, 2017. University base \$40,000. New consecutive term appointment

Lim, Hui-Ying, Ph.D., Assistant Professor of Physiology, annualized rate of \$105,000 for 12 months, May 31, 2016 through June 30, 2016. Tenurable base \$73,500. New tenure track appointment

Lindgren, Mark C., M.D., Assistant Professor of Urology, annualized rate of \$60,000 for 12 months, July 31, 2016 through June 30, 2017. New consecutive term appointment

Malone, Loren Marie, M.D., Assistant Professor of Pediatrics, annualized rate of \$70,000 for 12 months, June 30, 2016 through June 30, 2017. New consecutive term appointment

Maxted, Marta E., Clinical Instructor in Obstetrics and Gynecology, annualized rate of \$60,000 for 12 months, July 1, 2016 through June 30, 2017. Changing from Resident to Faculty

Ntourou, Aikaterini, Ph.D., Assistant Professor of Communication Sciences and Disorders, annualized rate of \$75,000 for 12 months, August 1, 2016 through June 30, 2017. New tenure track appointment

Owens, Ryan E., Pharm.D., Assistant Professor of Pharmacy Clinical and Administrative Sciences, annualized rate of \$98,500 for 12 months, July 29, 2016 through June 30, 2017. New consecutive term appointment

Page, Amanda Lyndsey Ashby, M.D., Clinical Assistant Professor of Pediatrics, annualized rate of \$70,000 for 12 months, July 31, 2016 through June 30, 2017.

Palle, Sirish Kumar, M.D., Assistant Professor of Pediatrics, annualized rate of \$70,000 for 12 months, July 1, 2016 through June 30, 2017. New consecutive term appointment

Pollak, Charity Ann, M.D., Assistant Professor of Pediatrics, Tulsa, annualized rate of \$55,000 for 12 months, July 29, 2016 through June 30, 2017. University base \$40,000. New consecutive term appointment

Talsania, Mitali, M.D., Assistant Professor of Medicine, annualized rate of \$60,000 for 12 months, July 29, 2016 through June 30, 2017. Changing from Resident to Faculty. New consecutive term appointment

Thomas, Rubin K., M.D., Assistant Professor of Internal Medicine, Tulsa, annualized rate of \$65,000 for 12 months, July 1, 2016 through June 30, 2017. Changing from Resident to Faculty. New consecutive term appointment

Veit, Kaleb Tanner, D.O., Instructor in Internal Medicine, Tulsa, annualized rate of \$65,000 for 12 months, June 30, 2016 through June 30, 2017. University base \$40,000; departmental salary \$25,000.

Wisnbaugh, Eric S., M.D., Assistant Professor of Urology, annualized rate of \$60,000 for 12 months, July 31, 2016 through June 30, 2017. New consecutive term appointment

Woodson, Kyle A., M.D., Clinical Assistant Professor of Pediatrics, annualized rate of \$53,200 for 12 months, 0.76 time, July 1, 2016 through June 30, 2017.



Zhou, Yaolin, M.D., Assistant Professor of Pathology, annualized rate of \$65,000 for 12 months, July 1, 2016 through June 30, 2017. University base \$50,000. New consecutive term appointment

CHANGE(S):

Bard, David E., Associate Professor of Pediatrics, given additional title The CMRI Wal-Mart/Sam's Club Endowed Research Chair in Pediatrics, May 1, 2016.

Blakey, Gregory, Associate Professor of Pathology, title The Oklahoma State Association of Pathologists Professorship deleted; given additional titles Vice Chair of Pathology and The Presbyterian Health Foundation Chair in Pathology, July 1, 2016.

Braly, M. Edmund, Clinical Associate Professor of Oral and Maxillofacial Surgery, given additional title Director, Oral and Maxillofacial Surgery Predoctoral Education and Clinics, College of Dentistry; salary changed from annualized rate of \$72,000 for 12 months, 0.60 time, to annualized rate of \$200,000 for 12 months, full-time, June 26, 2016 through June 30, 2016. Includes an administrative supplement of \$50,000 while serving as Director, Oral and Maxillofacial Surgery Predoctoral Education and Clinics. Change in FTE. University base \$150,000.

Buschman, Jason Alexander, Clinical Assistant Professor of Oral and Maxillofacial Surgery, salary changed from annualized rate of \$44,064 for 12 months, 0.30 time, to annualized rate of \$12,240 for 12 months, 0.10 time, June 26, 2016 through June 30, 2016. Change in FTE

Carlson, Barbara Waag, Professor of Nursing, given additional title The Bob and Doris Klabzuba Professorship of Nursing, salary changed from annualized rate of \$120,000 for 12 months to annualized rate of \$133,729 for 12 months, July 1, 2016 through June 30, 2017. Includes an administrative supplement of \$13,729 while holding The Bob and Doris Klabzuba Professorship of Nursing. University base \$120,000.

Conley, Shannon M., title changed from Assistant Professor of Research to Assistant Professor of Cell Biology, salary changed from annualized rate of \$72,345 for 12 months, to annualized rate of \$93,000 for 12 months, July 1, 2016 through June 30, 2017. University base \$69,750. New consecutive term appointment

Croom, William Mack, Clinical Assistant Professor of Oral and Maxillofacial Surgery, salary changed from annualized rate of \$95,000 for 12 months, full-time, to annualized rate of \$85,800 for 12 months, 0.60 time, June 26, 2016 through June 30, 2016. Change in FTE

Dennis, Vincent C., Associate Professor of Pharmacy Clinical and Administrative Sciences, title changed from Assistant Dean of Experiential Education to Associate Dean for Professional Programs, College of Pharmacy; salary changed from annualized rate of \$107,000 for 12 months to annualized rate of \$112,000 for 12 months, July 1, 2016 through June 30, 2017.

Dentino, Andrew Neal, Professor of Geriatrics and The Donald W. Reynolds Chair in Geriatric Medicine; title changed from Vice Chair to Interim Chair of Geriatrics, salary changed from annualized rate of \$192,392 for 12 months to annualized rate of \$228,472 for 12 months, July 1, 2016 through June 30, 2017. Includes an administrative supplement of \$35,000 while serving as Chair of Geriatrics. University base \$82,650

El-Halabi, Issam Mohamad, title changed from Professor to Clinical Professor of Pediatrics; salary changed from annualized rate of \$80,000 for 12 months to annualized rate of \$75,000 for 12 months, May 28, 2016 through June 30, 2016.

Fogarty, James P., title changed from Instructor to Assistant Professor of Anesthesiology, salary changed from annualized rate of \$60,000 for 12 months to annualized rate of \$65,000 for 12 months, June 1, 2016 through June 30, 2016. New consecutive term appointment

Garcia, Arnulfo A., Clinical Assistant Professor of Family and Preventive Medicine, salary changed from annualized rate of \$22,000 for 12 months, 0.20 time, to annualized rate of \$83,600 for 12 months, 0.76 time, June 26, 2016 through June 30, 2016. Change in FTE

Griffin, Shannon L., Clinical Assistant Professor of Endodontics, title Director, Advanced Education in General Dentistry Residency Program, deleted; salary changed from annualized rate of \$60,000 for 12 months, 0.40 time, to annualized rate of \$15,000 for 12 months, 0.10 time, August 1, 2016 through June 30, 2017. Change in FTE

Herman, James Martin, Dean, School of Community Medicine; Professor of Family Medicine, Tulsa; and The Morningside Endowed Leadership Chair, recommended for tenure, June 10, 2016.

Ivins, Douglas, title changed from Clinical Associate Professor to Associate Professor of Family Medicine, Tulsa; salary changed from annualized rate of \$47,800 for 12 months, 0.60 time, to annualized rate of \$70,000 for 12 months, full-time, April 17, 2016 through June 30, 2016. Change in FTE. New consecutive term appointment.

Kolobe, Hlapang, Professor and Director of Research, Department of Rehabilitation Sciences, title The Jill Pitman Jones Professorship of Physical Therapy, deleted; given additional title The Ann Taylor Chair in Pediatric and Developmental Disabilities; salary changed from annualized rate of \$109,277 for 12 months to annualized rate of \$121,278 for 12 months, June 12, 2016 through June 30, 2016.

Longo, Jean Marie, Assistant Professor of Health Sciences Library and Information Management and Reference Librarian, Robert M. Bird Health Sciences Center Library, salary changed from annualized rate of \$44,370 for 12 months to annualized rate of \$46,000 for 12 months, April 8, 2016 through June 30, 2016. Changing from staff to faculty. New consecutive term appointment

Loving, Gary, Associate Professor of Nursing, title changed from Associate Dean to Senior Associate Dean, College of Nursing; salary changed from annualized rate of \$145,432 for 12 months to annualized rate of \$167,432 for 12 months, July 1, 2016 through June 30, 2017. Includes an administrative supplement while serving as Senior Associate Dean. University base \$92,200.

Malone, Tara Ruthellen, Assistant Professor of Health Sciences Library and Information Management and Reference Librarian, Robert M. Bird Health Sciences Center Library, salary changed from annualized rate of \$42,840 for 12 months to annualized rate of \$46,000 for 12 months, April 8, 2016 through June 30, 2016. Changing from staff to faculty. New consecutive term appointment

Miller, Barbara Higgins, Assistant Professor of Family Medicine, Tulsa, given additional title Residency Program Director, Department of Family Medicine, Tulsa; salary changed from annualized rate of \$91,000 for 12 months to annualized rate of \$145,000 for 12 months, May 1, 2016 through June 30, 2016. Includes an administrative supplement of \$80,000 while serving as Residency Program Director, Department of Family Medicine, Tulsa. University base \$65,000.

Nuveen, Erik John, Clinical Associate Professor of Oral and Maxillofacial Surgery, salary changed from annualized rate of \$12,000 for 12 months, 0.10 time, to annualized rate of \$6,000 for 12 months, 0.05 time, June 26, 2016 through June 30, 2016. Change in FTE

Oberst-Walsh, Linda Ann, Assistant Professor of Family Medicine, Tulsa, title changed from Residency Program Director to Assistant Residency Program Director, Department of Family Medicine, Tulsa; salary changed from annualized rate of \$130,000 for 12 months to annualized rate of \$91,000 for 12 months, May 1, 2016 through June 30, 2016. Includes administrative supplement of \$26,000 while serving as Assistant Residency Program Director, Department of Family Medicine, Tulsa. University base \$65,000.

Patel, Arpit, Clinical Assistant Professor of Surgery, given additional title The Harris Family Foundation Surgery Library Professorship of the Department of Surgery, May 29, 2016.

Pena, Stephanie Jeanneth, Instructor in Pediatrics, Tulsa, salary changed from annualized rate of \$60,000 for 12 months, full time, to annualized rate of \$49,000 for 12 months, 0.80 time, July 1, 2016 through June 30, 2017. Change in FTE. University base \$48,000.

Ramadan, Mohammadomar T., title changed from Instructor to Assistant Professor of Urology, annualized rate of \$60,000 for 12 months, July 1, 2016 through June 30, 2017. New consecutive term appointment

Rodgers, William, Assistant Professor of Research, Department of Biochemistry and Molecular Biology, Adjunct Assistant Professor of Pathology, and Adjunct Assistant Professor of Microbiology and Immunology, salary changed from annualized rate of \$18,176 for 12 months, 0.30 time, to annualized rate of \$33,323 for 12 months, 0.55 time, May 1, 2016 through June 30, 2016.

Rubenstein, Laurence Zalkin, title changed from Professor to Clinical Professor of Geriatrics; title Chair of Geriatrics deleted; retains title The Donald W. Reynolds Chair in Geriatric Medicine; salary changed from annualized rate of \$250,000 for 12 months, full-time, to annualized rate of \$118,000 for 12 months, 0.50 time, July 1, 2016 through June 30, 2017.

Sannito, Michael, Assistant Professor of Family Medicine, Tulsa, and Vice Chair of Education, Department of Family Medicine, Tulsa; given additional title Assistant Residency Program Director, Department of Family Medicine, Tulsa; salary changed from annualized rate of \$113,000 for 12 months to annualized rate of \$139,000 for 12 months, May 1, 2016 through June 30, 2016.

Shadid, Scot R., title changed from Clinical Assistant Professor of Comprehensive Care to Clinical Assistant Professor of Prosthodontics, salary changed from annualized rate of \$10,000 for 12 months, 0.20 time, to annualized rate of \$70,000 for 12 months, 0.60 time, June 26, 2016 through June 30, 2016. Change in Primary Department/FTE

Smith, Winter Joy, Associate Professor of Pharmacy Clinical and Administrative Sciences, given additional title Residency Program Director, Department of Pharmacy Clinical and Administrative Sciences, salary changed from annualized rate of \$100,000 for 12 months to annualized rate of \$105,000 for 12 months, July 1, 2016 through June 30, 2017.

Standifer, Kelly M., Professor and Chair of Pharmaceutical Sciences, given additional title The Richard T. Anderson Chair in Neuroscience, salary changed from annualized rate of \$162,500 for 12 months to annualized rate of \$172,500 for 12 months, July 1, 2016 through June 30, 2017. Includes an administrative supplement of \$10,000 while holding endowed chair. Tenured base \$162,500.

Sughrue, Michael E., Assistant Professor of Neurosurgery, given additional title The Esther and Ted Greenberg Chair in Neurosurgery, July 1, 2016.

Vanderlip, Erik R., Assistant Professor of Psychiatry, Tulsa; Assistant Professor of Medical Informatics, Tulsa; and The George Kaiser Family Foundation Chair in Psychiatry; given additional title Adjunct Assistant Professor of Family Medicine, Tulsa, May 29, 2016.

Varalli-Claypool, Bruna M., Clinical Associate Professor of Family and Preventive Medicine, title Interim Director, Didactic Education, PA Program, deleted; change in FTE from 0.80 time to full-time, July 1, 2016 through June 30, 2017.

Vaughan, Phoebe Lynn, Clinical Instructor in Operative Dentistry, title changed from Assistant Director to Director, Advanced Education in General Dentistry Residency Program, salary changed from annualized rate of \$60,000 for 12 months, 0.40 time, to annualized rate of \$120,000 for 12 months, 0.80 time, August 1, 2016 through June 30, 2017. Change in FTE. Includes an administrative supplement of \$20,000 while serving as Director, Advanced Education in General Dentistry Residency Program. University base \$100,000.

Weisz, Michael A., Professor of Internal Medicine, Tulsa, title changed from Interim Chair to Chair of Internal Medicine, Tulsa, given additional title The C.S. Lewis Jr., M.D. Chair in Internal Medicine; salary changed from annualized rate of \$268,950 for 12 months to annualized rate of \$250,000 for 12 months, May 15, 2016 through June 30, 2016. Includes an administrative supplement of \$150,000 while serving as Chair, Internal Medicine, Tulsa. University base \$100,000.

Wilson, Janet S., Associate Professor of Nursing, given additional title The Donna L. Wong Professorship of Pediatric Nursing Research, salary changed from annualized rate of \$83,470 for 12 months to annualized rate of \$94,370 for 12 months, July 1, 2016 through June 30, 2017. Includes an administrative supplement of \$10,000 while holding The Donna L. Wong Professorship of Pediatric Nursing Research. University base \$83,470.

Wood, Donna Ann, title changed from Clinical Assistant Professor to Assistant Professor of Dental Hygiene, salary changed from annualized rate of \$55,000 for 12 months to annualized rate of \$59,000 for 12 months, May 15, 2016 through June 30, 2016. University base \$55,000. New consecutive term appointment

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

Allen, Karen Suzanne, Assistant Professor of Medicine, July 31, 2016. Accepted position at IPS Research, Oklahoma City.

Armor, Becky Lynn, Clinical Associate Professor of Pharmacy Clinical and Administrative Services, June 30, 2016. Accepted another position.

Cai, Xue, Assistant Professor of Research, Department of Ophthalmology, May 18, 2016.

Carlson, Peter Loren, Clinical Assistant Professor of Oral and Maxillofacial Surgery, June 30, 2016.

Crumrine, Daiquirie Lynn, Assistant Professor of Communication Sciences and Disorders, May 17, 2016.

Exaire, Jose Emilio, Associate Professor of Medicine, June 30, 2016. Accepted position at Virginia Commonwealth University.

Hakimi, Andrea Sneider, Associate Professor of Neurology, July 5, 2016.

Hakimi, Ryan, Associate Professor of Neurology, June 1, 2016.

Hershey, Linda Ann, Professor of Neurology, June 30, 2016.

Martin, Samuel Gene, Assistant Professor of Psychiatry, Tulsa, July 1, 2016.

Miranda, Francis Joseph, David Ross Boyd Professor Emeritus of Operative Dentistry, June 30, 2016.

Muhamedagic, Cynthia Anne, Clinical Assistant Professor of Pediatrics, April 19, 2016. Going into private practice

Nuzum-Keim, Andra Dale, Instructor in Radiological Sciences, June 30, 2016.

O'Mahony, Gavin D., Assistant Professor of Orthopedic Surgery and Rehabilitation, June 17, 2016.

Porter, Andrew, Assistant Professor of Medicine, June 30, 2016.

Sestak, Andrea Lynn, Assistant Professor of Pediatrics, May 27, 2016.

Sheppard, Scott Andrew, Clinical Assistant Professor of Prosthodontics, June 30, 2016. Going into private practice

Shultes von Schlageter, Margo, Assistant Professor of Psychiatry and Behavioral Sciences, June 30, 2016.

Sindhwani, Puneet, Associate Professor of Urology, June 30, 2016.

Van Doren, Bryan A., Clinical Assistant Professor of Internal Medicine, Tulsa, June 30, 2016.  
Vega, Kenneth J., Professor of Medicine, May 31, 2016. Accepted position at Nation Jewish Health

Wilson, Kimberlee, Assistant Professor of Psychiatry, Tulsa, and The Oxley Foundation Chair in the Program for Assertive Community Treatment, May 30, 2016.

Wright, Erin Byrnes, Instructor in Family Medicine, Tulsa, May 13, 2016.

Yuan, Amanda L., Assistant Professor and Section Chief of Neurosurgery, June 30, 2016.  
Accepted position at NYU

#### RETIREMENT(S):

Boatright, Daniel T., Senior Associate Dean, College of Public Health, and Professor of Occupational and Environmental Health, June 30, 2016.

Eichner, June, Professor of Biostatistics and Epidemiology, June 30, 2016.

Ferretti, Martha J., Regents' Professor, David Ross Boyd Professor and Chair of Rehabilitation Sciences, Adjunct Professor of Allied Health Sciences, and The Elam-Plowman Chair in Physical Therapy, August 1, 2016. Named Regents' Professor Emeritus and David Ross Boyd Professor Emeritus of Rehabilitation Sciences.

Hamilton, Toby B., Assistant Professor of Rehabilitation Sciences, July 15, 2016. Named Professor Emeritus of Rehabilitation Sciences.

Henderson, Joseph Neil, Professor of Health Promotion Sciences, June 30, 2016.

Jones, Herman, Professor of Neurology, Clinical Professor of Psychiatry and Behavioral Sciences, and The James H. Little M.D. Chair in Neurology, July 1, 2016.

McGinnis, James F., Professor of Ophthalmology, Professor of Cell Biology, and The Doris and Jules Stein Professorship, June 30, 2016. Named Professor Emeritus of Ophthalmology and Professor Emeritus of Cell Biology.

Porter, Harriette, Clinical Assistant Professor of Pediatrics, July 1, 2016.

Reiner, William George, Professor of Urology, June 30, 2016. Named Professor Emeritus of Urology.

Whitsett, Thomas L., Regents' Professor and Clinical Professor of Medicine, June 30, 2016.

Yarborough, William H., Professor of Internal Medicine, Tulsa, and Residency Program Director, Department of Internal Medicine, Tulsa, June 24, 2016.

Norman Campus:

LEAVE(S) OF ABSENCE:

Houston, Jason M., Associate Professor of Modern Languages, Literatures and Linguistics, leave of absence without pay, August 16, 2016 through May 15, 2017. Accepted position at Gonzaga University.

Lee, Taehun, Assistant Professor of Psychology, leave of absence without pay, August 16, 2016 through May 15, 2017.

Perlow, Seth M., Assistant Professor of English, leave of absence without pay, August 16, 2016 through May 15, 2017.

Porter, Jillian, Assistant Professor of Modern Languages, Literatures and Linguistics, family and medical leave of absence, August 22, 2016 through November 14, 2016.

Warinner, Christina G., Assistant Professor of Anthropology, leave of absence without pay, August 16, 2016 through May 15, 2021. Will be running a five-year research group at the Max Planck Institute/Science of Human History.

Zhang, Jie, Assistant Professor of Modern Languages, Literatures and Linguistics, family and medical leave of absence, August 16, 2016.

Sabbatical Leaves of Absence – Fall 2016 and Spring 2017 Semesters (with half pay)

Williams-Diehm, Kendra L., Associate Professor of Educational Psychology, sabbatical leave of absence with half pay, August 16, 2016 through May 15, 2017. Will prepare for national exam to receive certification as a Behavior Analysis for a requirement to maintain an accredited program for Applied Behavior Analysis at the University; adapt the Self Determined Learning Model of Instruction into an instrument for a pilot project with elementary children; write manuscripts on the TeachNow Curriculum; and develop new curriculum and programs in the special education program. Work will take place in Norman, Oklahoma. Faculty appointment: 08/16/08. No previous leave taken. Teaching load will be covered by current faculty. Additional .50 FTE paid from grant funds; subject to availability of funds. Correction to May 2016 agenda.

NEW APPOINTMENT(S):

Andrews, Candace M., Instructor of Mathematics, annualized rate of \$63,000 for 9 months, August 16, 2016 through May 15, 2021. Changing from temporary faculty to a five-year renewable term appointment.

Antonucci, Melissa L., Ph.D., Lecturer of English, annualized rate of \$40,000 for 9 months, August 16, 2016 through May 15, 2021. Five-year renewable term appointment.

Cao, Binrui, Ph.D., Research Assistant Professor of Chemistry and Biochemistry, annualized rate of \$38,400 for 12 months, 0.80 time, June 1, 2016.

Chancellor, Jennifer, Instructor of English, annualized rate of \$40,000 for 9 months, August 16, 2016 through May 15, 2021. Five-year renewable term appointment.

Claybon, Rocio S., Instructor of Management Information Systems, annualized rate of \$65,000 for 9 months, August 16, 2016 through May 15, 2017. One-year renewable term appointment.

Docampo Álvarez, Roi, Ph.D., Assistant Professor of Mathematics, annualized rate of \$73,000 for 9 months, August 16, 2016 through May 15, 2017. New tenure-track faculty.

Feiner, Karen A., Ph.D., Lecturer of English, annualized rate of \$40,000 for 9 months, August 16, 2016 through May 15, 2021. Changing from temporary faculty to a five-year renewable term appointment.

Fofana-Kamara, Modu, Ph.D., Lecturer of English, annualized rate of \$40,000 for 9 months, August 16, 2016 through May 15, 2021. Five-year renewable term appointment.

Hill, Jennie A., Executive Director of the Non-Profit Leadership Program in the College of Arts and Sciences and Instructor of Social Work, annualized rate of \$90,000 for 12 months, August 1, 2016 through June 30, 2021. Five-year renewable term appointment.

Hill, Karlos K., Ph.D., Associate Professor of African and African-American Studies, annualized rate of \$110,000 for 9 months, August 16, 2016. New tenured faculty.

Jackson, Rachel C., Ph.D., Lecturer of Expository Writing Program, annualized rate of \$41,000 for 9 months, August 16, 2016 through May 15, 2021. Five-year renewable term appointment.

Jones, Julie M., Lecturer of Journalism and Mass Communication, annualized rate of \$68,289 for 9 months, August 16, 2016 through May 15, 2019. Changing from tenure-track faculty to a three-year renewable term appointment.

Kissick, Elizabeth, Instructor of Marketing and Supply Chain Management, annualized rate of \$65,000 for 9 months, August 16, 2016 through May 15, 2017. One-year renewable term appointment.

Lee, Jonathan P., Instructor of Mathematics, annualized rate of \$72,000 for 9 months, August 16, 2016 through May 15, 2021. Changing from temporary faculty to a five-year renewable term appointment.

Lehman, Molly, Instructor of English, annualized rate of \$40,000 for 9 months, August 16, 2016 through May 15, 2021. Five-year renewable term appointment.

Lischer-Katz, Zachariah, Ph.D., Postdoctoral Fellow, University Libraries, annualized rate of \$65,000 for 12 months, September 1, 2016.

Lubinski, Jason D., Instructor of English, annualized rate of \$40,000 for 9 months, August 16, 2016 through May 15, 2021. Five-year renewable term appointment.

Lyst, Roxanne, Assistant Professor of Dance, annualized rate of \$52,000 for 9 months, August 16, 2016 through May 15, 2017. New tenure-track faculty.

Mahdi, Waleed F., Ph.D., Assistant Professor of Modern Languages, Literatures and Linguistics and of International and Area Studies, annualized rate of \$68,000 for 9 months, August 16, 2016 through May 15, 2017. New tenure-track faculty.

McBride, Rachel, Instructor of Social Work at Tulsa, annualized rate of \$45,000 for 12 months, July 1, 2016 through June 30, 2019. Three-year renewable term appointment.

McCown, James R., Ph.D., Lecturer of Finance, annualized rate of \$60,000 for 9 months, August 16, 2016 through May 15, 2017. One-year renewable term appointment.

Moreira, Paulo, Ph.D., Associate Professor of Modern Languages, Literatures and Linguistics, annualized rate of \$75,000 for 9 months, August 16, 2016. New tenured faculty.

Ogunsola, Oluwaseyi T., Research Associate, Aerospace and Mechanical Engineering, annualized rate of \$19,453 for 12 months, 0.25 time, June 6, 2016. Paid from grant funds; subject to availability of funds.

Qiu, Penghe, Ph.D., Research Assistant Professor of Chemistry and Biochemistry, annualized rate of \$38,400 for 12 months, June 4, 2016.

Sankaranarayanan, Krithivasan, Ph.D., Assistant Professor of Microbiology and Plant Biology, annualized rate of \$75,000 for 9 months, August 16, 2016 through May 15, 2017. Changing from temporary faculty to tenure-track faculty.

Shabgard, Hamidreza, Ph.D., Assistant Professor of Aerospace and Mechanical Engineering, annualized rate of \$85,000 for 9 months, August 16, 2016 through May 15, 2017. New tenure-track faculty.

Shearer, Katie M., Instructor of English, annualized rate of \$40,000 for 9 months, August 16, 2016 through May 15, 2021. Changing from temporary faculty to five-year renewable term appointment.

Stupak, John, Ph.D., Assistant Professor of Physics and Astronomy, annualized rate of \$77,500 for 9 months, August 16, 2016 through May 15, 2017. New tenure-track faculty.

Walters, D. Keith, Ph.D., Professor of Aerospace and Mechanical Engineering, annualized rate of \$135,000 for 9 months, August 16, 2016. New tenured faculty.

Walters, Keisha B., Ph.D., Conoco/Dupont Professor of Chemical Engineering and Professor of Chemical, Biological and Materials Engineering, annualized rate of \$132,500 for 9 months, August 16, 2016. New tenured faculty.

Weaver, Stephanie D., Instructor of English, annualized rate of \$40,000 for 9 months, August 16, 2016 through May 15, 2021. Five-year renewable term appointment.

#### REAPPOINTMENT(S):

Cuccia, Cynthia C., reappointed to a two-year renewable term as Lecturer of Accounting, salary changed from annualized rate of \$50,955 for 9 months, 0.75 time, to annualized rate of \$67,940 for 9 months, 1.00 time, August 16, 2016 through May 15, 2018.

Dionne, Robert A., reappointed to a three-year renewable term as Assistant Professor of Aviation, salary changed from annualized rate of \$53,550 for 9 months to annualized rate of \$63,000 for 9 months, August 16, 2016 through May 15, 2019. Compression increase.

Franklin, George L., reappointed to a two-year renewable term as Instructor of Journalism and Mass Communication, annualized rate of \$56,409 for 9 months, August 16, 2016 through May 15, 2018.

Ketchum, Paul R., reappointed to a three-year renewable term as Assistant Professor of Liberal Studies, annualized rate of \$65,400 for 9 months, August 16, 2016 through May 15, 2019.

#### CHANGE(S):

Alavi, Roksana, Assistant Professor of Liberal Studies and Adjunct Assistant Professor of Women's and Gender Studies, annualized rate of \$66,100 for 9 months, additional stipend of \$300 for increased duties in the College of Liberal Studies, January 1, 2016 through May 15, 2016; and additional stipend of \$9,000 for consulting on the Graduate and Undergraduate Diversity Certificates in the College of Liberal Studies, May 1, 2016 through August 31, 2016.



Anderson, Ronald H., Assistant Professor of Management and International Business, annualized rate of \$84,256 for 9 months, additional stipend of \$3,000 for increased teaching duties in the Division of Management and International Business, January 1, 2016 through May 15, 2016.

Andrews, Richard D., Geologist IV, Oklahoma Geological Survey, delete title Associate Director of Oklahoma Geological Survey, salary changed from annualized rate of \$108,372 for 12 months to annualized rate of \$78,373 for 12 months, October 1, 2016.

Armer, Christine B., Instructor, transfer from Anthropology to Native American Studies, salary changed from annualized rate of \$34,500 for 9 months to annualized rate of \$42,500 for 9 months, August 16, 2016.

Ashby, Michael T., Professor of Chemistry and Biochemistry, given additional title David Ross Boyd Professor of Chemistry and Biochemistry, July 1, 2016; salary changed from annualized rate of \$105,556 for 9 months to annualized rate of \$112,945 for 9 months, August 16, 2016.

Barker, Kash A., Associate Professor of Industrial and Systems Engineering, given additional title Anadarko Petroleum Corporation Presidential Professor, July 1, 2016; salary changed from annualized rate of \$93,636 for 9 months to annualized rate of \$98,636 for 9 months, August 16, 2016.

Barnes, Ronald D., Associate Professor of Electrical and Computer Engineering, given additional title Gerald Tuma Presidential Professor, July 1, 2016; salary changed from annualized rate of \$91,730 for 9 months to annualized rate of \$96,730 for 9 months, August 16, 2016.

Bemben, Michael G., Chair and Professor of the Department of Health and Exercise Science and C. B. Hudson/Torchmark Presidential Professor, given additional title David Ross Boyd Professor of Health and Exercise Science, salary changed from annualized rate of \$135,000 for 12 months to annualized rate of \$144,540 for 12 months, July 1, 2016.

Bogan, Donald T., Professor of Law, Thomas P. Hester Presidential Professor and Frank Elkouri and Edna Asper Elkouri Professor in Law, delete title Associate Dean of Faculty Scholarship and Enrichment in the College of Law, salary changed from annualized rate of \$169,545 for 9 months to annualized rate of \$154,545 for 9 months, August 16, 2016. Changing from 9-month academic administrator to 9-month faculty.

Brady, Noel, Professor of Mathematics and President's Associates Presidential Professor, given additional title Chair of the Department of Mathematics, salary changed from annualized rate of \$94,508 for 9 months to annualized rate of \$137,000 for 12 months, July 1, 2016. Changing from 9-month faculty to 12-month academic administrator.

Brewster, Keith A., Senior Research Scientist and Associate Director of the Center for Analysis and Prediction of Storms, salary changed from annualized rate of \$120,943 for 12 months to annualized rate of \$123,361 for 12 months, July 1, 2016. Paid from grant funds; subject to availability of funds.

Brown, Ryan P., Professor of Psychology, given additional title L.J. Semrod Presidential Professor, July 1, 2016; salary changed from annualized rate of \$84,197 for 9 months to annualized rate of \$94,197 for 9 months, August 16, 2016.

Byers, Lisa G., Associate Professor of Social Work at Tulsa, given additional title Coordinator of Center for Social Justice at Tulsa, salary remains at annualized rate of \$66,878 for 9 months, July 1, 2016. Coordinator duties compensated through additional stipend.

Burke, Susan K., Associate Professor of Library and Information Studies, annualized rate of \$70,054 for 9 months, additional stipend of \$14,376 for serving as Acting Director of the School of Library and Information Studies, July 1, 2016 through December 31, 2016; title changed from Acting Director to Interim Director of the School of Library and Information Studies, salary changed to annualized rate of \$105,000 for 12 months, January 1, 2017. Changing from 9-month faculty to 12-month academic administrator.

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, 2016 through December 31, 2016.

Carlson, Deven E., Assistant Professor of Political Science, given additional title Vice President for Research Presidential Research Professor, salary changed from annualized rate of \$70,340 for 9 months to annualized rate of \$90,340 for 9 months, April 1, 2016.

Carstarphen, Meta G., Professor of Journalism and Mass Communication, given additional title Gaylord Professor of Journalism and Mass Communication, salary changed from annualized rate of \$91,201 for 9 months to annualized rate of \$101,335 for 9 months, August 16, 2016.

Carvallo, Mauricio R., Associate Professor of Psychology, annualized rate of \$72,807 for 9 months, additional stipend of \$4,800 for increased teaching duties in the Department of Psychology, August 16, 2016 through December 31, 2016.

Cheong, Boon Leng, Research Scientist, Advanced Radar Research Center, salary changed from annualized rate of \$123,730 for 12 months to annualized rate of \$129,916 for 12 months, July 1, 2016. Merit increase. Paid from grant funds; subject to availability of funds.

Cox Fuenzalida, Luz Eugenia, Associate Professor of Psychology, annualized rate of \$72,819 for 9 months, additional stipend of \$4,800 for increased teaching duties in the Department of Psychology, August 16, 2016 through December 31, 2016.

Crowell, Sean M., Research Scientist, Atmospheric and Geographic Sciences, salary changed from annualized rate of \$71,000 for 12 months to annualized rate of \$73,485 for 12 months, May 1, 2016. Paid from grant funds; subject to availability of funds.

Cullen, Theresa A., Associate Professor of Educational Psychology, annualized rate of \$68,677 for 9 months, additional stipend of \$1,700 for increased teaching duties in the Department of Educational Psychology, January 1, 2016 through May 15, 2016.

Day, Eric A., Professor of Psychology, annualized rate of \$88,876 for 9 months, additional stipend of \$5,100 for increased teaching duties in the Department of Psychology, August 16, 2016 through December 31, 2016.

Duncan, John L., Assistant Professor of Liberal Studies, annualized rate of \$71,078 for 9 months, additional stipend of \$800 for increased duties in the College of Liberal Studies, January 1, 2016 through May 15, 2016.

Dunn, Anne K., Associate Professor of Microbiology and Plant Biology, title changed from Interim Chair to Chair of the Department of Microbiology and Plant Biology, salary changed from annualized rate of \$72,552 for 9 months to annualized rate of \$120,000 for 12 months, May 16, 2016. Changing from 9-month faculty to 12-month academic administrator.

Dyer, Paul L., Assistant Professor of Liberal Studies, annualized rate of \$64,000 for 9 months, additional stipend of \$9,000 for increased duties in the College of Liberal Studies, April 22, 2016 through July 30, 2016.

Edmondson, Robert A., Assistant Professor of Liberal Studies, annualized rate of \$63,650 for 9 months, additional stipend of \$300 for increased duties in the College of Liberal Studies, January 1, 2016 through May 15, 2016.

Evans, Stacey C., Geologist IV, Oklahoma Geological Survey, salary changed from annualized rate of \$65,000 for 12 months, 0.80 time, to annualized rate of \$81,250 for 12 months, 1.00 time, May 22, 2016.

Faison, Elyssa, Associate Professor of History and Adjunct Associate Professor of Women's and Gender Studies, given additional title L. R. Brammer Jr. Presidential Professor, July 1, 2016; salary changed from annualized rate of \$64,193 for 9 months to annualized rate of \$69,193 for 9 months, August 16, 2016.

Fernando, Chitru S., Director and Professor of the Division of Finance and Rainbolt Chair of Finance, salary changed from annualized rate of \$327,761 for 12 months to annualized rate of \$354,444 for 12 months, July 1, 2016. Retention and extension of Division Director.

Foster, Charles E., Instructor, transfer from Anthropology to Native American Studies, salary changed from annualized rate of \$35,537 for 9 months to annualized rate of \$44,500 for 9 months, August 16, 2016.

Frick, William C., Associate Professor of Educational Leadership and Policy Studies, given additional title Rainbolt Family Endowed Education Presidential Professor, July 1, 2016; salary changed from annualized rate of \$77,800 for 9 months to annualized rate of \$82,800 for 9 months, August 16, 2016.

Ge, Xun, Professor of Educational Psychology, delete title Chair of the Department of Educational Psychology, June 30, 2016; salary changed from annualized rate of \$105,116 for 12 months to annualized rate of \$98,137 for 9 months, August 16, 2016. Changing from 12-month academic administrator to 9-month faculty.

Golubeva, Evgenia V., Assistant Professor of Finance and Michael F. Price Student Investment Fund Professor, annualized rate of \$122,000 for 9 months, additional stipend of \$12,000 for increased teaching duties in the Division of Finance, January 1, 2016 through May 15, 2016.

Gullberg, Steven R., Assistant Professor of Liberal Studies and of Aviation, annualized rate of \$65,000 for 9 months, additional stipend of \$2,100 for increased teaching duties in the College of Liberal Studies, January 1, 2016 through May 15, 2016.

Hackney, Jennifer K., Assistant Professor of Sociology, annualized rate of \$55,570 for 9 months, additional stipend of \$4,500 for increased teaching duties in the Department of Sociology, August 16, 2016 through December 31, 2016.

Heddy, Benjamin C., Assistant Professor of Educational Psychology, annualized rate of \$57,000 for 9 months, additional stipend of \$5,000 for increased teaching duties in the Department of Educational Psychology, January 1, 2016 through May 15, 2016.

Hill, Christopher M., Assistant Professor of Sociology, annualized rate of \$60,690 for 9 months, additional stipend of \$4,500 for increased teaching duties in the Department of Sociology, August 16, 2016 through December 31, 2016.

Hu, Xiaoming, Senior Research Scientist, Center for Analysis and Prediction of Storms, salary changed from annualized rate of \$70,019 for 12 months to annualized rate of \$71,420 for 12 months, July 1, 2016. Paid from grant funds; subject to availability of funds.

Johnson, Kathleen L., Professor of Journalism and Mass Communication and McMahon Centennial Professor of News Communication, annualized rate of \$65,790 for 9 months, additional stipend of \$1,500 for increased teaching duties in the Gaylord College of Journalism and Mass Communication, August 16, 2016 through December 31, 2016.

Jones, Thomas A., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$77,204 for 12 months to annualized rate of \$78,454 for 12 months, July 1, 2016. Paid from grant funds; subject to availability of funds.

Jung, Youngsun, Senior Research Scientist, Center for Analysis and Prediction of Storms, salary changed from annualized rate of \$100,000 for 12 months to annualized rate of \$102,000 for 12 months, July 1, 2016. Paid from grant funds; subject to availability of funds.

Karstens, Christopher D., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$73,620 for 12 months to annualized rate of \$74,870 for 12 months, July 1, 2016. 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 \$69,221 for 12 months to annualized rate of \$70,471 for 12 months, July 1, 2016. Paid from grant funds; subject to availability of funds.

Ketchum, Paul R., Assistant Professor of Liberal Studies, annualized rate of \$65,400 for 9 months, additional stipend of \$1,200 for increased teaching duties in the College of Liberal Studies, January 1, 2016 through May 15, 2016.

Kibbey, Tohren C., Professor of Civil Engineering and Environmental Science, given additional title Lloyd and Joyce Austin Presidential Professor, July 1, 2016; salary changed from annualized rate of \$107,532 for 9 months to annualized rate of \$117,532 for 9 months, August 16, 2016.

Kile, Mia S., Director and Associate Professor of the Division of Interior Design, salary changed from annualized rate of \$143,700 for 12 months to annualized rate of \$145,700 for 12 months, July 1, 2016.

Kingfield, Darrel M., Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$66,463 for 12 months to annualized rate of \$67,713 for 12 months, July 1, 2016. Paid from grant funds; subject to availability of funds.

Kirstetter, Pierre Emmanuel, Research Scientist, Advanced Radar Research Center, salary changed from annualized rate of \$85,000 for 12 months to annualized rate of \$89,250 for 12 months, July 1, 2016. Merit increase. Paid from grant funds; subject to availability of funds.

Kisamore, Jennifer L., Associate Professor of Psychology at Tulsa, given additional title Associate Dean of the Graduate College at Tulsa, salary changed from annualized rate of \$72,516 for 9 months to annualized rate of \$96,630 for 12 months, January 1, 2016. Changing from 1.00 FTE appointment in Psychology to split appointment; 0.75 FTE Psychology and 0.25 FTE Graduate College. Correction to May 2016 Agenda.

Kong, Fanyou, Senior Research Scientist, Center for Analysis and Prediction of Storms, salary changed from annualized rate of \$116,699 for 12 months to annualized rate of \$119,033 for 12 months, July 1, 2016. Paid from grant funds; subject to availability of funds.

Kolar, Maria T., title changed from renewable term Assistant Professor to Visiting Assistant Professor of Law, salary changed from annualized rate of \$65,000 for 9 months to annualized rate of \$62,579 for 9 months, August 16, 2016.

Kornelson, Keri A., Professor of Mathematics and Faculty Fellow of College of Arts and Sciences, given additional title Interim Associate Dean of the College of Arts and Sciences, salary changed from annualized rate of \$97,200 for 9 months to annualized rate of \$137,000 for 12 months, June 1, 2016. Salary increase includes promotion; changing from 9-month faculty to 12-month academic administrator.

Kroska, Amy J., Professor of Sociology, salary changed from annualized rate of \$67,101 for 9 months, 0.80 time, to annualized rate of \$83,876 for 9 months, 1.00 time, August 16, 2016.

LaDue, Daphne S., Research Scientist, Center for Analysis and Prediction of Storms, salary changed from annualized rate of \$84,990 for 12 months to annualized rate of \$85,839 for 12 months, July 1, 2016. Paid from grant funds; subject to availability of funds.

Landis, Joshua M., Director of the Center for Middle East Studies and Presidential Teaching Fellow in Honors, title changed from Associate Professor to Professor of International and Area Studies, salary changed from annualized rate of \$88,500 for 9 months to annualized rate of \$105,000 for 9 months, August 16, 2016. Retention increase.

Liu, Chengsi, Research Scientist, Center for Analysis and Prediction of Storms, salary changed from annualized rate of \$58,975 for 12 months to annualized rate of \$60,155 for 12 months, July 1, 2016. Paid from grant funds; subject to availability of funds.

Loon, Leehu, Director, Associate Professor and Graduate Liaison of the Division of Landscape Architecture, given additional title Associate Dean of Administration in the College of Architecture, salary changed from annualized rate of \$137,500 for 12 months to annualized rate of \$158,333 for 12 months, July 1, 2016.

Mackey, Hollie J., title changed from Assistant Professor of Educational Leadership and Policy Studies to Associate Professor of Women's and Gender Studies, salary changed from annualized rate of \$58,772 for 9 months to annualized rate of \$65,000 for 9 months, August 16, 2016.

McLeod, David A., Assistant Professor of Social Work and Adjunct Assistant Professor of Women's and Gender Studies, given additional title Graduate Coordinator of Social Work, salary remains at annualized rate of \$63,200 for 9 months, July 1, 2016. Coordinator duties compensated through additional stipend.

Melnikov, Valery M., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$112,511 for 12 months to annualized rate of \$113,761 for 12 months, July 1, 2016. Paid from grant funds; subject to availability of funds.

Miller, Andrew G., David Ross Boyd Professor of Mathematics, delete title Chair of the Department of Mathematics, salary changed from annualized rate of \$153,000 for 12 months to annualized rate of \$115,000 for 9 months, July 1, 2016. Changing from 12-month academic administrator to 9-month faculty.

Miller, Christina R., Associate Professor of Social Work, given additional title Undergraduate Coordinator of Social Work, salary remains at annualized rate of \$72,071 for 9 months, July 1, 2016. Coordinator duties compensated through additional stipend.

Monroe, Justin W., Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$60,483 for 12 months to annualized rate of \$61,733 for 12 months, July 1, 2016. Paid from grant funds; subject to availability of funds.

Morris, Dale A., Senior Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$98,189 for 12 months to annualized rate of \$99,439 for 12 months, July 1, 2016. Paid from grant funds; subject to availability of funds.

Nelson, Joshua, Associate Professor of English, given additional title Interim Director of the Film and Media Studies Program, salary changed from annualized rate of \$80,000 for 9 months to annualized rate of \$110,000 for 12 months, July 1, 2016. Changing from 9-month faculty to 12-month academic administrator.

Potvin, Corey K., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$75,844 for 12 months to annualized rate of \$77,094 for 12 months, July 1, 2016. Paid from grant funds; subject to availability of funds.

Pritchard, Robert S., Instructor of Journalism and Mass Communication, annualized rate of \$57,783 for 9 months, additional stipend of \$4,500 for increased teaching duties in the Gaylord College of Journalism and Mass Communication, August 16, 2016 through December 31, 2016.

Randle, Rodger A., Professor of Studies in Democracy and Culture at Tulsa, annualized rate of \$127,491 for 12 months, additional stipend of \$4,702 for serving as Tulsa Liaison in the Department of Human Relations, January 1, 2016 through May 15, 2016.

Rasmussen, Erik N., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$100,000 for 12 months to annualized rate of \$101,250 for 12 months, July 1, 2016. Paid from grant funds; subject to availability of funds.

Reeder, Stacy L., Chair and Associate Professor of the Department of Instructional Leadership and Academic Curriculum, salary changed from annualized rate of \$96,527 for 12 months to annualized rate of \$107,027 for 12 months, July 1, 2016. Merit increase.

Richter, Liesa L., Professor of Law, William J. Alley Professor in Law and Thomas P. Hester Presidential Professor, given additional title Associate Dean of Faculty Scholarship and Enrichment in the College of Law, salary changed from annualized rate of \$152,370 for 9 months to annualized rate of \$167,370 for 9 months, August 16, 2016. Changing from 9-month faculty to 9-month academic administrator. Returned from Visiting Professor position at the George Washington University of Law.

Robb Larkins, Erika, Assistant Professor of International and Area Studies and Wick Cary Professor in International Studies #1, given additional title Director of Brazilian Programs, salary changed from annualized rate of \$72,500 for 9 months to annualized rate of \$87,500 for 12 months, August 16, 2016. Changing from 9-month faculty to 12-month academic administrator.

Schlupp, Ingo B., Professor and Assistant Chair of the Department of Biology and Brian E. and Sandra O'Brien Presidential Professor, delete title Associate Dean of the College of Arts and Sciences, salary changed from annualized rate of \$168,243 for 12 months to annualized rate of \$125,000 for 9 months, July 1, 2016. Changing from 12-month academic administrator to 9-month faculty.

Snyder, Jeffrey C., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$67,500 for 12 months to annualized rate of \$68,750 for 12 months, July 1, 2016. Paid from grant funds; subject to availability of funds.

Tang, Choon Yik, Associate Professor of Electrical and Computer Engineering, given additional title Gerald Tuma Presidential Professor, July 1, 2016; salary changed from annualized rate of \$88,577 for 9 months to annualized rate of \$93,577 for 9 months, August 16, 2016.

Tao, Jing, Assistant Professor of Mathematics, salary changed from annualized rate of \$71,400 for 9 months to annualized rate of \$75,000 for 9 months, August 16, 2016. Retention increase.

Terry, Robert A., Professor of Psychology and of Management and Entrepreneurship, annualized rate of \$83,083 for 9 months, additional stipend of \$5,100 for increased teaching duties in the Department of Psychology, August 16, 2016 through December 31, 2016.

Theisen, Adam K., Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$60,167 for 12 months to annualized rate of \$61,417 for 12 months, July 1, 2016. Paid from grant funds; subject to availability of funds.

Thomas, Kevin W., Research Associate, Center for Analysis and Prediction of Storms, salary changed from annualized rate of \$95,925 for 12 months to annualized rate of \$96,884 for 12 months, July 1, 2016. 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 \$146,239 for 12 months to annualized rate of \$147,489 for 12 months, July 1, 2016. Paid from grant funds; subject to availability of funds.

Tracy, Sarah W., Associate Professor of Honors and Reach for Excellence Professor of Honors #4, given additional title Edith Kinney Gaylord Presidential Professor, July 1, 2016; salary changed from annualized rate of \$81,828 for 9 months to annualized rate of \$86,828 for 9 months, August 16, 2016.

Vaughn, Caryn C., Professor of Oklahoma Biological Survey and of Biology and President's Associates Presidential Professor, given additional title George Lynn Cross Research Professor of Oklahoma Biological Survey and of Biology, July 1, 2016; salary changed from annualized rate of \$110,522 for 12 months to annualized rate of \$118,259 for 12 months, July 1, 2016.

Walker Esbaugh, Cheryl A., Instructor of Classics and Letters, annualized rate of \$50,778 for 9 months, additional stipend of \$4,200 for increased teaching duties in the Department of Classics and Letters, August 16, 2016 through December 31, 2016.

Wang, Xiaohong, Research Scientist, Chemistry and Biochemistry, salary changed from annualized rate of \$44,570 for 12 months, 0.75 time, to annualized rate of \$60,000 for 12 months, 1.00 time, May 1, 2016. Paid from grant funds; subject to availability of funds.

Warnken, Charles G., Associate Dean of Instructional Service in the College of Architecture, Associate Professor of Regional and City Planning, Interim Associate Director of the Division of Architecture, Ph.D. Coordinator of the College of Architecture and H. Russell Pitman Professor of Architecture, salary changed from annualized rate of \$158,621 for 12 months to annualized rate of \$159,871 for 12 months, July 1, 2016.

Williams-Diehm, Kendra L., Associate Professor of Educational Psychology, given additional title Sandra O'Brien Presidential Professor, July 1, 2016; salary changed from annualized rate of \$65,477 for 9 months to annualized rate of \$70,477 for 9 months, August 16, 2016.

Wisniewski, John P., Assistant Professor of Physics and Astronomy, given additional title President's Associates Presidential Professor, July 1, 2016; salary changed from annualized rate of \$75,000 for 9 months to annualized rate of \$80,000 for 9 months, August 16, 2016.

Wrobel, David M., Professor of History and Merrick Chair in Western American History, given additional title David L. Boren Professor of History, July 1, 2016; salary changed from annualized rate of \$147,900 for 9 months to annualized rate of \$162,690 for 9 months, August 16, 2016.

Yoon, Doyle, Associate Professor of Journalism and Mass Communication, salary changed from annualized rate of \$67,524 for 9 months to annualized rate of \$82,000 for 9 months, August 16, 2016; additional stipend of \$4,500 for increased teaching duties in the Gaylord College of Journalism and Mass Communication, August 16, 2016 through December 31, 2016.

Retention/counter offer.

Yount, Deborah R., Instructor of Journalism and Mass Communication, annualized rate of \$68,000 for 9 months, additional stipend of \$4,500 for increased teaching duties in the Gaylord College of Journalism and Mass Communication, August 16, 2016 through December 31, 2016.

#### NEPOTISM WAIVER(S):

Alvarez Rueda, Laura V., temporary summer appointment as Postdoctoral Research Associate, Geography and Environmental Sustainability, rate of \$2,500 per month, May 15, 2016 through August 15, 2016. Dr. Alvarez is the wife of Dr. Hernan A. Moreno Ramirez, Assistant Professor of Geography and Environmental Sustainability. Dr. Alvarez will be under performance evaluation by Associate Professor and Department Chair Kirsten DeBeurs who will oversee her during this period. A Nepotism Waiver Management Plan has been reviewed and approved.

Brady, Noel, Chair and Professor of the Department of Mathematics, annualized rate of \$137,000 for 12 months, July 1, 2016. Dr. Brady is the husband of Dr. Keri Kornelson, Professor of Mathematics and Interim Associate Dean for Research in the College of Arts and Sciences. Dr. Kornelson will have no role in the performance evaluation and recommendations for compensation, promotion and awards decisions for Dr. Brady. Dr. Brady will have no role in the performance evaluation and recommendations for compensation, promotion and awards decisions for Dr. Kornelson. Dr. Jonathan Kujawa will act as a member for Committee A for the math department in lieu of Dr. Brady in all personnel matters related to Dr. Kornelson. Dr. Kornelson will not serve on Committee A while Dr. Brady serves as academic chair. A Nepotism Waiver Management Plan has been reviewed and approved.

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

Beus, Stephen R., Assistant Professor of Music, August 1, 2016.

Goble, Carla B., Research Fellow, Early Childhood Education Institute, June 1, 2016.

Johnson, Catherine, Associate Professor of Law, August 1, 2016.

McCarty, Gloria M., Instructor of Anthropology, May 16, 2016.

Murphy, Sheena, Associate Professor and Joseph Brandt Professor of Physics and Astronomy and Samuel Roberts Noble Presidential Professor, July 16, 2016. Accepted position at West Virginia University.

Prasad, Anamika, Assistant Professor of Aerospace and Mechanical Engineering, August 16, 2016. Rescinded previously accepted offer.

Rodriguez, Clemencia, Professor of Communication and Adjunct Professor of Women's and Gender Studies, August 1, 2016. Accepted position at Temple University.

Sias, Reva, Instructor of English, May 16, 2016. Accepted position at California State University.

#### RETIREMENT(S):

Beesley, Denise, Associate Professor of Educational Psychology, July 10, 2016. Named Professor Emeritus of Educational Psychology.

Bramble, Barbara M., Clinical Assistant Professor of Social Work at Tulsa, October 17, 2016. Named Clinical Professor Emeritus of Social Work.

Carr, Frederick H., Professor of Meteorology and McCasland Foundation Presidential Professor, August 1, 2016. Named Professor Emeritus and Director Emeritus of the School of Meteorology and Mark and Kandi McCasland Chair Emeritus.



Copeland, Gary W., Professor of Political Science, July 1, 2016. Named Professor Emeritus of Political Science.

Goodey, Paul R., George Lynn Cross Research Professor of Mathematics and Edith Gaylord Harper Presidential Professor, December 23, 2016. Named George Lynn Cross Research Professor Emeritus of Mathematics.

Harm, Nickolas L., Associate Professor of Architecture, June 1, 2016. Named Professor Emeritus of Architecture.

Hawthorne, James A., Professor of Philosophy, July 1, 2016. Named Professor Emeritus of Philosophy.

Henry, Richard C., David Ross Boyd Professor of Physics and Astronomy and Edith Gaylord Harper Presidential Professor, August 5, 2016. Named David Ross Boyd Professor Emeritus of Physics and Astronomy.

Leffingwell, Dolores A., Associate Professor of Music, August 1, 2016. Named Professor Emeritus of Music.

Maletz, Donald J., Professor of Political Science, July 1, 2016. Named Professor Emeritus of Political Science.

Marek II, Edmund A., Professor of Instructional Leadership and Academic Curriculum and Linda Clarke Anderson Presidential Professor, July 1, 2016. Named Professor Emeritus of Instructional Leadership and Academic Curriculum.

Marsh Matthews, Edith C., Professor of Biology, Director of Lab Animal Resources and Chair of Institutional Animal Care and Use Committee, December 20, 2016. Named Professor Emeritus of Biology and of Lab Animal Resources.

Palmer Jr., Gus, Associate Professor of Anthropology and Director of the Native American Language Program, July 1, 2016. Named Professor Emeritus of Anthropology.

Rankin Hill, Lesley M., Associate Professor of Anthropology and of Women's and Gender Studies, July 1, 2016. Named Professor Emeritus of Anthropology.

Ryan, Richard C., Associate Dean for Administration in the College of Architecture, Professor of Construction Science, Interim Associate Director of the Division of Landscape Architecture and Construction Science Board of Visitors Professor, July 1, 2016. Named Professor Emeritus of Construction Science.

Stoltenberg, Calvin D., David Ross Boyd Professor of Educational Psychology and Brian E. and Sandra O'Brien Presidential Professor, August 1, 2016. Named David Ross Boyd Professor Emeritus of Educational Psychology.

Straka, Jerry M., Professor of Meteorology, August 1, 2016. Named Professor Emeritus of Meteorology.

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

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

Regent Bennett moved that the Board enter into executive session on the Administrative and Professional Personnel Actions. The executive session was held in the Jury Room adjacent to the Courtroom, beginning at 10:15 a.m.

The Board returned to open session in the Dick Bell Courtroom at 10:26 a.m.

## **ADMINISTRATIVE AND PROFESSIONAL PERSONNEL ACTIONS – NC & HSC**

### Health Sciences Center:

#### APPOINTMENT(S):

Dandapat, Sudeepta, Resident, Department of Neurology, College of Medicine, annualized rate of \$61,598 for 12 months (\$5,133.17 per month), July 1, 2016. Graduate Student.

Heinley, Renee M., Assistant Program Director, Case Management, College of Nursing, annualized rate of \$85,000 for 12 months (\$7,083.33 per month), April 25, 2016. Administrative Staff.

Megison, Michael L., Resident, Surgery Residency Program, College of Medicine, annualized rate of \$61,598 for 12 months (\$5,133.17 per month), July 1, 2016. Graduate Student.

Nichols, Stephanie A., Clinical Pharmacist, Pharmacy Management Consultant, College of Pharmacy, annualized rate of \$98,000 for 12 months (\$8,166.67 per month), May 9, 2016. Professional Nonfaculty.

Osmolak, Angela M., Fellow, Otorhinolaryngology, College of Medicine, annualized rate of \$61,598 for 12 months (\$5,133.17 per month), July 1, 2016. Graduate Student.

Venditti, John, Fellow, Anesthesiology Education, College of Medicine, annualized rate of \$69,095 for 12 months (\$5,757.92 per month), July 1, 2016. Graduate Student.

#### REAPPOINTMENT(S):

Gilchrist, Sam, Physician Assistant II, Department of Pediatrics, College of Medicine, annualized rate of \$101,200 for 12 months (\$8,433.33 per month), July 11, 2016. Professional Nonfaculty.

#### CHANGE(S):

Aloumanis, Vasileios, title changed from Pharmacist Poison Information Specialist I, Oklahoma Poison Control Center, College of Pharmacy, to Pharmacist Poison Information Specialist II, Oklahoma Poison Control Center, College of Pharmacy, salary changed from an annualized rate of \$95,500 for 12 months (\$7,958.33 per month), to an annualized rate of \$97,500 for 12 months (\$8,125.00 per month), May 29, 2016. Professional Nonfaculty. Promotion.

Barsaloux, Francine M., title changed from Clinic Nurse Manager, Cancer Center Clinical Services, College of Medicine, to Oncology Clinic Nurse Manager, Cancer Center Clinical Services, College of Medicine, salary changed from an annualized rate of \$70,000 for 12 months (\$5,833.33 per month), to an annualized rate of \$77,000 for 12 months (\$6,416.67 per month), June 26, 2016. Managerial Staff. Promotion.

Burnett, Daphne M., title changed from Oncology Nurse III, Cancer Center Clinical Services, College of Medicine, to Nurse Practitioner, Cancer Center Clinical Services, College of Medicine, salary changed from an annualized rate of \$63,799 for 12 months (\$5,316.58 per month), to an annualized rate of \$85,000 for 12 months (\$7,083.33 per month), June 26, 2016. Professional Nonfaculty. Promotion.

Garland, Stephanie L., title changed from Pharmacist Poison Information Specialist I, Oklahoma Poison Control Center, College of Pharmacy, to Pharmacist Poison Information Specialist II, Oklahoma Poison Control Center, College of Pharmacy, salary changed from an annualized rate of \$92,700 for 12 months (\$7,725.00 per month), to an annualized rate of \$94,700 for 12 months (\$7,891.67 per month), May 29, 2016. Professional Nonfaculty. Promotion.

Goldston, Rizalina C., title changed from Administration Director, Office of Medical Education, College of Medicine, to Administration Director, CSETC Clinical Skills Education Testing Center, College of Medicine, July 1, 2016. Administrative Staff. Departmental transfer.

Johnson, Rhonda, Staff Pharmacist, OU Clinic Pharmacy, College of Pharmacy - Tulsa, salary changed from an annualized rate of \$79,200 for 12 months (\$6,600.00 per month), to an annualized rate of \$99,000 for 12 months (\$8,250.00 per month), May 16, 2016. Professional Nonfaculty. FTE increase from 80% to 100%.

Johnston, Jessica J., Physician Assistant II, Stephenson Cancer Center, College of Medicine, salary changed from an annualized rate of \$50,000 for 12 months (\$4,166.67 per month), to an annualized rate of \$60,000 for 12 months (\$5,000.00 per month), May 1, 2016. Professional Nonfaculty. FTE increase from 50% to 60%.

Lee, April D., title changed from Senior IT Analyst, IT Administration, Office of the Provost, to IT Architect, IT Administration, Office of the Provost, salary changed from an annualized rate of \$88,032 for 12 months (\$7,336.00 per month), to an annualized rate of \$92,000 for 12 months (\$7,666.67 per month), July 1, 2016. Professional Nonfaculty. Promotion.

Panick, Brett A., title changed from LAN Support Specialist II, Pharmacy Business Office, College of Pharmacy, to LAN Support Specialist III, Pharmacy Business Office, College of Pharmacy, salary changed from an annualized rate of \$55,600 for 12 months (\$4,633.33 per month), to an annualized rate of \$61,000 for 12 months (\$5,083.33 per month), June 26, 2016. Professional Nonfaculty. Promotion.

Randolph, Nicole R., title changed from Sponsored Program Coordinator, Medicine Gastroenterology, College of Medicine, to Sponsored Program Coordinator, Physiology, College of Medicine, May 1, 2016. Managerial Staff. Departmental transfer.

Rempel, Ashlee A., title changed from Research Associate, Integrative Immunology Center, College of Medicine - Tulsa, to Basic Sciences Departmental Business Manager I, Integrative Immunology Center, College of Medicine - Tulsa, salary changed from an annualized rate of \$59,405 for 12 months (\$4,950.42 per month), to an annualized rate of \$65,000 for 12 months (\$5,416.67 per month), March 6, 2016. Administrative Staff. Promotion.

Rodriguez, Carlos L., Associate Director for HSC Student Affairs, HSC Student Affairs, Student Affairs, salary changed from an annualized rate of \$65,520 for 12 months (\$5,460.00 per month), to an annualized rate of \$72,072 for 12 months (\$6,006.00 per month), June 1, 2016. Managerial Staff. Equity adjustment.

Sass, Gretchen, title changed from Neonatal Nurse Clinician, Department of Pediatrics, College of Medicine, to Neonatal Nurse Practitioner, Department of Pediatrics, College of Medicine, salary changed from an annualized rate of \$79,500 for 12 months (\$6,625.00 per month), to an annualized rate of \$86,500 for 12 months (\$7,208.33 per month), May 15, 2016. Professional Nonfaculty. Promotion.

Schwalbach, Christy D., title changed from Neonatal Nurse Clinician, Department of Pediatrics, College of Medicine, to Neonatal Nurse Practitioner, Department of Pediatrics, College of Medicine, salary changed from an annualized rate of \$80,660 for 12 months (\$6,721.67 per month), to an annualized rate of \$86,500 for 12 months (\$7,208.33 per month), May 15, 2016. Professional Nonfaculty. Promotion.

Smith, Jovan M., title changed from Clinics Administrator, Department of Pediatrics, College of Medicine, to Senior Clinics Administrator, Department of Pediatrics, College of Medicine, May 15, 2016. Managerial Staff. Promotion.

Smith, Nathan J., title changed from Resident, Anesthesiology, College of Medicine, to Resident, Anesthesiology Education, College of Medicine, salary changed from an annualized rate of \$55,755 for 12 months (\$4,646.25 per month), to an annualized rate of \$69,095 for 12 months (\$5,757.92 per month), July 1, 2016. Graduate Student. Additional duties.

Snodgrass, Stacey, title changed from Clinic Manager, Neurosurgery, College of Medicine, to Senior Clinic Manager, Neurosurgery, College of Medicine, salary changed from an annualized rate of \$61,894 for 12 months (\$5,157.83 per month), to an annualized rate of \$63,799 for 12 months (\$5,316.58 per month), May 29, 2016. Managerial Staff. Promotion.

Washam, Sarah A., Business Analyst, Financial Services, Administration & Finance, salary changed from an annualized rate of \$57,938 for 12 months (\$4,828.17 per month), to an annualized rate of \$77,250 for 12 months (\$6,437.50 per month), May 29, 2016. Professional Nonfaculty. FTE increase from 75% to 100%.

Weaver, Heidi L., title changed from Staff Registered Nurse, OU Physicians CHP Clinics, College of Medicine, to Staff Registered Nurse II, OU Physicians CHP Clinics, College of Medicine, salary changed from an annualized rate of \$56,000 for 12 months (\$4,666.67 per month), to an annualized rate of \$62,720 for 12 months (\$5,226.67 per month), June 26, 2016. Professional Nonfaculty. Promotion.

White, Kelsey R., title changed from Oncology Nurse I, Cancer Center Clinical Services, College of Medicine, to Chemotherapy Nurse, Stephenson Cancer Center, College of Medicine, salary changed from an annualized rate of \$58,140 for 12 months (\$4,845.00 per month), to an annualized rate of \$61,000 for 12 months (\$5,083.33 per month), May 16, 2016. Professional Nonfaculty. Promotion.

White, Robert N., title changed from LAN Support Specialist IV, Pharmacy Business Office, College of Pharmacy, to Senior Systems Administrator, Pharmacy Business Office, College of Pharmacy, salary changed from an annualized rate of \$80,400 for 12 months (\$6,700.00 per month), to an annualized rate of \$86,000 for 12 months (\$7,166.67 per month), June 26, 2016. Professional Nonfaculty. Promotion.

#### RETIREMENT(S):

Cail, Donald P., Director of Operations, Site Support, Administration and Finance, July 1, 2016. Normal retirement.

Kinter, David L., Assistant Director of Operations for Special Projects, Site Support, Administration and Finance, July 1, 2016. Normal retirement.

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

Anwer, Syed S., Resident, Department of Medicine Residency, College of Medicine, July 1, 2016. Completion of program.

Arbogast, Kelsey L., Chief Resident, CMT OB/GYN Residency, College of Medicine - Tulsa, July 1, 2016. Completion of program.

Arcos, Vicente K., Chief Resident, CMT Surgery Residency, College of Medicine - Tulsa, June 29, 2016. Completion of program.

Austin, Matthew B., Resident, Department of Medicine Residency, College of Medicine, July 1, 2016. Completion of program.

Barfield, Sabrina R., Associate Equal Opportunity & Title IX Officer, Office of Equal Opportunity, Office of the Provost, June 16, 2016. Resignation – return to school.

Bishop, Alicia L., Manager of Professional Liability & Risk, OU Physicians, College of Medicine, May 14, 2016. Resignation.

Brannon, Erin L., Ultrasonographer Technologist, OUP Clinical Operations, College of Medicine - Tulsa, May 18, 2016. Reduction in force.

Cheema, Ahmed A., Resident, Neurosurgery, College of Medicine, July 1, 2016. Completion of program.

Christman, Emily, Resident, Department of Medicine Residency, College of Medicine, July 1, 2016. Completion of program.

Hanna, Adam E., Resident, Pediatrics Residency Program, College of Medicine, July 1, 2016. Completion of program.

Ishaq, Muhammad K., Resident, Department of Medicine Residency, College of Medicine, July 1, 2016. Completion of program.

Johnson, Jeremy J., Resident, Surgery Residency Program, College of Medicine, July 1, 2016. Completion of program.

Joseph, Asha, Nurse Practitioner, Medicine Infectious Diseases, College of Medicine, May 28, 2016. Resignation – other position.

Kaitha, Sindhu R., Resident, Department of Medicine Residency, College of Medicine, July 1, 2016. Completion of program.

Khan, Zeeshan A., Resident, Department of Medicine Residency, College of Medicine, July 1, 2016. Completion of program.

Koehler, Michael P., Resident, Department of Medicine Residency, College of Medicine, July 1, 2016. Completion of program.

Koomson, Edward K., Resident, Department of Medicine Residency, College of Medicine, July 1, 2016. Completion of program.

Lewis, Kristin C., Resident, Department of Medicine Residency, College of Medicine, July 1, 2016. Completion of program.

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Miles, Amanda J., Chief Resident, CMT OB/GYN Residency, College of Medicine Tulsa, July 1, 2016. Completion of program.

Morgan, Aaron, Resident, Surgery Residency Program, College of Medicine, July 1, 2016.

Pachika, Ajay, Resident, Department of Medicine Residency, College of Medicine, July 1, 2016. Completion of program.

Pandya, Hemang K., Resident, Ophthalmology, College of Medicine, July 1, 2016. Completion of program.

Parwani, Purvi, Resident, Department of Medicine Residency, College of Medicine, June 28, 2016. Completion of program.

Patel, Bhavin C., Resident, Department of Medicine Residency, College of Medicine, July 1, 2016. Completion of program.

Pierson, Namali T., Resident, Department of Medicine Residency, College of Medicine, July 1, 2016. Completion of program.

Shepherd, Katherine L., Chief Resident, CMT OB/GYN Residency, College of Medicine Tulsa, July 1, 2016. Completion of program.

Stuber, Kent D., Resident, Department of Medicine Residency, College of Medicine, July 1, 2016. Completion of program.

Varghese, Sonia J., Resident, Department of Medicine Residency, College of Medicine, July 1, 2016. Completion of program.

Norman Campus:

TRANSFER(S):

Zavy, Lyndi, HR Director and Assistant Director, Learning and Organizational Development [Administrator IV], Human Resources, transferring from Health Science Center to Norman campus, annualized rate of \$128,000 for 12 months, July 1, 2016. Administrative Staff.

NEW APPOINTMENT(S):

Fricker, Jackie E., Building Inspector [Technology Project Management Specialist III], Engineering and Design Services, annualized rate of \$67,000 for 12 months, June 6, 2016. Managerial Staff.

Kirk, Katherine D., Nurse Practitioner [Health Care Professional I], Goddard Health Center, annualized rate of \$85,000 for 12 months, May 23, 2016. Professional Staff.

Smith, Timothy A., Web Services Developer [Information Technology Analyst II], Library Systems, annualized rate of \$60,000 for 12 months, May 23, 2016. Managerial Staff.

Zeinalpour, Sarah J., Project Manager/Construction Administrator [Architectural/Engineering Professional II], annualized rate of \$65,000 for 12 months, June 1, 2016. Professional Staff.

## CHANGE(S):

\*Ball, Lou, Assistant Coach, Women's Gymnastics, Athletics Department, review of compensation and to make any necessary adjustments.

\*Bedenbaugh, William, Assistant Coach, Football, Athletics Department, annual review of compensation and contract of employment and to make any necessary adjustments.

Boulware, Jay, Assistant Coach, Football, Athletics Department, annual review of compensation, and contract of employment and to make any necessary adjustments.

Bugher, Jamie Lynn, Manager, Accounting Operations [Financial Associate II], Architectural & Engineering Services, salary changed from annualized rate of \$59,940 for 12 months to annualized rate of \$70,000 for 12 months, July 1, 2016. Managerial Staff. Additional responsibilities.

Carson, Janine E., Deputy Director of Operations [Program Administrator II], Center for Risk and Crisis Management, salary changed from annualized rate of \$63,240 for 12 months to annualized rate of \$73,240 for 12 months, April 1, 2016. Managerial Staff. Retention.

\*Coale, Sherri, Head Coach, Women's Basketball, Athletics Department, review of compensation and contract of employment, and to make any necessary adjustments.

Cook, Christopher S., Computing System Administrator [Information Technology Analyst III], Center for Analysis and Prediction of Storms, salary changed from annualized rate of \$61,585 for 12 months to annualized rate of \$62,816 for 12 months, July 1, 2016. Managerial Staff. Merit increase.

\*Cooks, Kerry, Assistant Coach, Football, Athletics Department, review of compensation and contract of employment, and to make any necessary adjustments.

\*Crain, Lianne, Head Coach, Women's Rowing, Athletics Department, review of compensation and contract of employment, and to make any necessary adjustments.

\*Crutchfield, Chris, Assistant Coach, Men's Basketball, Athletics Department, annual review of compensation and contract of employment and to make any necessary adjustments.

\*DeCosta, Pam, Assistant Coach, Women's Basketball, Athletics Department, review of compensation and contract of employment, and to make any necessary adjustments.

Elliott, Chris D., Director, Osher Lifelong Learning Institute, Professional, Academic and Community Education and Pre-collegiate Programs, [Program Administrator II], Osher Lifelong Learning Institute, salary changed from annualized rate of \$58,650 for 12 months to annualized rate of \$68,000 for 12 months, June 1, 2016. Managerial Staff. Additional responsibilities.

Everett, Brent R., Assistant Director [Administrator III], Architectural and Engineering Services, salary changed from annualized rate of \$86,112 for 12 months to annualized rate of \$110,869 for 12 months, July 1, 2016. Administrative Staff. Job re-classification.

Feland, Danny R., Facility Manager [Technology Project Management Specialist II], Office of the Vice President for Research, salary changed from annualized rate of \$75,000 for 12 months to annualized rate of \$78,750 for 12 months, July 1, 2016. Managerial Staff. Increased responsibilities. Pay increase effective 07.01.16 related to increased responsibilities on research projects; funded from external grants and will be subject to the availability of funds.

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\* See motion on page 35240.

\*Gasso, JT, Assistant Coach, Women's Softball, Athletics Department, review of compensation and to make any necessary adjustments.

\*Gasso, Patty, Head Coach, Women's Softball, Athletics Department, review of compensation and contract of employment, and to make any necessary adjustments.

Goodman, Kimberley K., Administrator II, Architecture Dean's Office, salary changed from annualized rate of \$75,297 for 12 months to annualized rate of \$80,297 for 12 months, July 1, 2016. Administrative Staff. Additional responsibilities.

Green, Andrea M., title changed from Financial Associate I to Financial Associate II [Financial Associate II], Information Technology Merrick, salary remains at the annualized rate of \$77,250 for 12 months, July 1, 2016. Managerial Staff. Job re-classification.

\*Gundy, Cale, Assistant Coach, Football, Athletics Department, review of compensation and contract of employment, and to make any necessary adjustments.

\*Haley, Tom, Assistant Coach, Women's Gymnastics, Athletics Department, review of compensation and to make any necessary adjustments.

Hansen, Glenn, Director, Office of Business Analytics, [Administrator II], department changed from Information Technology Telecommunication to Administration and Finance, salary remains at annualized rate of \$111,800 for 12 months. July 1, 2016. Department change.

Hathaway, Nanette S., University Student Program Specialist I, Student Affairs Administration Office, salary changed from annualized rate of \$47,025 for 12 months, 0.75 FTE, to annualized rate of \$47,500 for 12 months, 0.75 FTE, July 1, 2016. Managerial Staff. Increase.

\*Hybl, Ryan, Head Coach, Men's Golf, Athletics Department, annual review of compensation and contract of employment and to make any necessary adjustments.

\*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.

Kniskern, Kenneth W., Customer Experience Lead for IT Services Management and Operational Excellence Team [Information Technology Specialist III], Information Technology Community Experience, salary changed from annualized rate of \$70,380 for 12 months to annualized rate of \$76,500 for 12 months, July 1, 2016. Managerial Staff. Equity.

\*Kruger, Lon, Head Coach, Men's Basketball, Athletics Department, review of compensation and contract of employment, and to make any necessary adjustments.

\*Lombardi, Melyssa, Assistant Coach, Women's Softball, Athletics Department, review of compensation and to make any necessary adjustments.

McCord, Matthew S., Technology Project Engineer [Technology Project Management Specialist III], Advanced Radar Research Center, salary changed from annualized rate of \$86,520 for 12 months to annualized rate of \$90,846 for 12 months, July 1, 2016. Managerial Staff. Merit increase.

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\* See motion on page 35240.

\* See motion on page 35240.



\*McMillen, Matt, Assistant Athletics Director for Football Operations, Athletics Department, review of compensation and to make any necessary adjustments.

Millington, Lisa, title changed from University Student Program Specialist I, Graduation Office to Special Assistant to the Vice President, Administration and Finance, salary changed from annualized rate of \$42,900 for 12 months, 0.75 FTE, to annualized rate of \$94,000 for 12 months, 1.0 FTE, June 20, 2016. Administrative Staff. Department change and reorganization.

Nguyen, Quy H., title changed from Senior Associate Director [University Student Program Specialist I] to Director, Student Life, Center for Student Life, salary changed from annualized rate of \$75,000 for 12 months to annualized rate of \$85,000 for 12 months, June 1, 2016. Administrative Officer. Internal promotion.

\*Overman, Tim, Trainer/Health Services Associate I, Strength and Conditioning, Athletics Department, review of compensation and to make any necessary adjustments.

Piersall, Cody Wade, Technology Project Engineer [Technology Project Management Specialist III], Advanced Radar Research Center, salary changed from annualized rate of \$65,000 for 12 months to annualized rate of \$68,250 for 12 months, July 1, 2016. Managerial Staff. Merit increase.

Puckett, Jerry, Technology Project Management Specialist III, Architecture Dean's Office, salary changed from annualized rate of \$60,001 for 12 months to annualized rate of \$65,000 for 12 months, July 1, 2016. Managerial Staff. Additional responsibilities.

Richardson, Allison G., title changed from Development Associate I to Managerial Associate II, Mewbourne College of Earth and Energy, salary changed from annualized rate of \$53,420 for 12 months to annualized rate of \$64,500 for 12 months, July 1, 2016. Managerial Staff. Accepted other job on campus.

\*Riley, Lincoln, Assistant Coach, Football, Athletics Department, review of compensation and contract of employment, and to make any necessary adjustments.

\*Ross, Jan, Assistant Coach, Women's Basketball, Athletics Department, review of compensation and contract of employment, and to make any necessary adjustments.

\*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, Director of Operations, Men's Basketball, Athletics Department, review of compensation and to make any necessary adjustments.

\*Simmons, Dennis, Assistant Coach, Football, Athletics Department, review of compensation and contract of employment, and to make any necessary adjustments.

\*Stoops, Mike, Assistant Coach, Football, Athletics Department, review of compensation and contract of employment, and to make any necessary adjustments.

\*Stoops, Robert, Head Coach, Football, Athletics Department, review of compensation and contract of employment, and to make any necessary adjustments.

\*Thraikill, Chad, Assistant Coach, Women's Basketball, Athletics Department, review of compensation and contract of employment, and to make any necessary adjustments.

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\* See motion on page 35240.

Verbick, John D., Digital Spaces Manager [Information Technology Specialist III], IT Community Experience, salary changed from annualized rate of \$67,320 for 12 months to annualized rate of \$85,000 for 12 months, April 1, 2016. Managerial Staff. Additional responsibilities.

\*Williams, Mark, Head Coach, Men's Gymnastics, Athletics Department, annual review of compensation and contract of employment and to make any necessary adjustments.

Williams, Michael R., AV Engineer [Information Technology Specialist II], IT Community Experience, salary changed from annualized rate of \$59,000 for 12 months to annualized rate of \$65,000 for 12 months, April 1, 2016. Managerial Staff. Retention.

Williams, Sharon Renee, Program Administrator III, department changed from College of Continuing Education Community and International Training and Development to Office of the Senior Vice President and Provost, given additional title Executive Director of Course Strategy Initiatives and Student Success, salary changed from annualized rate of \$79,560 for 12 months to annualized rate of \$82,000 for 12 months, July 1, 2016. Managerial Staff. Department change.

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

Brooks, Brandon J., Development Associate I, Law Center Development, May 30, 2016.

FitzSimmons, Jason H., Program Specialist I, Center for Teaching Excellence, June 24, 2016.

Lyons, Shenia L., Health Care Professional III, Counseling and Testing Services, May 26, 2016.

Mullins, David J., Coach/Sports Professional III, Athletics, June 16, 2016.

Roddick, John, Coach/Sports Professional III, Athletics, June 1, 2016.

Schaeffer, Vicki J., Admissions/Recruitment Specialist II, Honors College, July 1, 2016.

Sherrod, Steve K., Administrator IV, Oklahoma Biological Survey, July 1, 2016.

Varns, Andrew J., Coach/Sports Professional I, Athletics, July 1, 2016.

#### RETIREMENT(S):

Boyd, George R., Architecture/Engineering Professional III, Department of Physics and Astronomy, June 1, 2016.

Burcham, Darwin H., Information Technology Analyst III, Cooperative Institute for Mesoscale Meteorological Studies, July 30, 2016.

Cates, Carla L., Administrator II, Integrated Poromechanics Institute, July 1, 2016.

Epperson, Donna L., Managerial Associate I, Office of the Bursar, July 1, 2016.

Nordyke, Rex D., Administrator III, Architectural Engineering Services, July 1, 2016.

Pelfrey, Mark A., Program Administrator III, Center for Community, Energy and Economic Development, April 1, 2016.

Priegnitz, David L., Information Technology Analyst III, Cooperative Institute for Mesoscale Meteorological Studies, June 18, 2016.

Sandfer, Kathleen J., Managerial Associate II, Architectural and Engineering, July 1, 2016.

Voeller, Robert J., Administrator II, OU Police Department, June 1, 2016.

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

Regent Bennett 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 amended motion: Regents Bennett, Humphreys, Rainbolt-Forbes, Burgess, Stone and Albert. The Chair declared the motion unanimously approved.

Ball, Lou, Assistant Coach, Women's Gymnastics, Athletics Department, - that the compensation be modified effective July 1, 2016 to increase the current Base Salary from \$100,000 annually to \$110,000 annually, payable monthly.

Bedenbaugh, William, Assistant Coach, Football, Athletics Department, - that the employment agreement be modified effective June 1, 2016, with material changes to the terms of the employment agreement to include as follows:

1. Extend the term of the employment agreement to January 31, 2018.
2. Increase the additional and outside income from unrestricted private funds for personal services, fund raising, and all other athletics-related contracts and activities for the University from an annual total of \$145,000 to an annual total of \$195,000 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, 2016, 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, 2017.
2. Increase the additional and outside income from unrestricted private funds for personal services, fund raising, and all other athletics-related contracts and activities for the University from an annual total of \$105,000 to an annual total of \$130,000 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.

Coale, Sherri, Head Coach, Women's Basketball, Athletics Department, - that the employment agreement be modified effective July 1, 2016, 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.

Cooks, Kerry, Assistant Coach, Football, Athletics Department, - that the employment agreement be modified effective February 1, 2016, with material changes to the terms of the employment agreement to include as follows:

1. Extend the term of the employment agreement to January 31, 2018.
2. Increase the additional and outside income from unrestricted private funds for personal services, fund raising, and all other athletics-related contracts and activities for the University from an annual total of \$160,000 to an annual total of \$185,000 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.

Crain, LEEANNE, Head Coach, Women's Rowing, Athletics Department, - that the employment agreement be modified effective July 1, 2016, 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 \$105,000 annually to \$115,000 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.

Crutchfield, Chris, Assistant Coach, Men's Basketball, Athletics Department, - that the employment agreement be modified effective July 1, 2016, 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, 2017.
2. Increase the current Base Salary from \$200,250 annually to \$225,000 annually, payable monthly.
3. Increase the additional and outside income from unrestricted private funds for personal services and fund raising activities for the University from an annual total of \$35,000 to an annual total of \$75,000 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.

DeCosta, Pam, Assistant Coach, Women's Basketball, Athletics Department, - that the employment agreement be modified effective July 1, 2016, 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, 2017.
2. Increase the current Base Salary from \$125,000 annually to \$133,000 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, JT, Assistant Coach, Women's Softball, Athletics Department, - that the compensation be modified effective July 1, 2016 to increase the current Base Salary from \$76,400 annually to \$83,400 annually, payable monthly.

Gasso, PATTY, Head Coach, Women's Softball, Athletics Department, - that the employment agreement be modified effective July 1, 2016, 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.
2. Effective July 1, 2017, increase from \$10,000 annually to \$15,000 annually, payable monthly, the annual increase to the additional and outside income from unrestricted private funds for personal services, fund raising, and all other athletics-related contracts and activities for the University for the remaining years of the contract term.

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, 2016, 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, 2017.
2. Increase the additional and outside income from unrestricted private funds for personal services, fund raising, and all other athletics-related contracts and activities for the University from an annual total of \$105,000 to an annual total of \$130,000 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.

Haley, Tom, Assistant Coach, Women's Gymnastics, Athletics Department, that the compensation be modified effective July 1, 2016 to increase the current Base Salary from \$100,000 annually to \$110,000 annually, payable monthly.

Hybl, Ryan, Head Coach, Men's Golf, Athletics Department, – that the employment agreement be modified effective July 1, 2016, 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.
2. Increase the current Base Salary from \$137,000 annually to \$147,000 annually, payable monthly.
3. Increase the additional and outside income from unrestricted private funds for personal services, fund raising, and all other athletics-related contracts and activities for the University from an annual total of \$20,000 to an annual total of \$23,000 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, 2016, 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, 2022.
2. Effective July 1, 2017, increase from \$5,000 annually to \$10,000 annually, payable monthly, the annual increase to the additional and outside income from unrestricted private funds for personal services, fund raising, and all other athletics-related contracts and activities for the University for the remaining years of the contract term.

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, 2016, 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, 2017.
2. Increase the additional and outside income from unrestricted private funds for personal services, fund raising, and all other athletics-related contracts and activities for the University from an annual total of \$100,000 to an annual total of \$125,000 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.

Kruger, Lon, Head Coach, Men's Basketball, Athletics Department, – that the employment agreement be modified effective July 1, 2016 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.
2. Effective July 1, 2016 increase the Annual Stay Benefit to the annual sum of Six Hundred Thousand Dollars (\$600,000) (“Annual Sum”) payable to Coach on May 1, 2017 and each May 1 of each remaining contract year (“Annual Date”). Coach will be entitled to each Annual Sum if Coach remains employed at the University as Head Men's Basketball Coach through each Annual Date outlined. However, if Coach voluntarily terminates employment on or prior to any Annual Date, then Coach shall forfeit all of his right to the Annual Sum whether accrued or unaccrued.

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.

Lombardi, Melyssa, Assistant Coach, Women's Softball, Athletics Department, that the compensation be modified effective July 1, 2016 to increase the current Base Salary from \$102,000 annually to \$109,000 annually, payable monthly.

McMillen, Matt, Assistant Athletics Director for Football Operations, Athletics Department, that the compensation be modified effective July 1, 2016 to increase the current Base Salary from \$145,000 annually to \$155,000 annually, payable monthly; and to increase the additional and outside income from unrestricted private funds for personal services, fund raising, and all other athletics-related contracts and activities for the University from an annual total of \$15,000 to an annual total of \$20,000 payable monthly.

Overman, Tim, Trainer/Health Services Associate I, Strength and Conditioning, Athletics Department, that the compensation be modified effective July 1, 2016 to increase the current Base Salary from \$59,500 annually to \$70,000 annually, payable monthly.

Riley, Lincoln, Assistant Coach, Football, Athletics Department, – that the employment agreement be modified effective February 1, 2016, with material changes to the terms of the employment agreement to include as follows:

1. Extend the term of the employment agreement to January 31, 2018.
2. Increase the additional and outside income from unrestricted private funds for personal services and fund raising activities for the University from the total annual amount of \$235,000 to the total annual amount of \$585,000 payable monthly.
3. Provide for an Annual Stay Benefit in the annual sum of Fifty Thousand Dollars (\$50,000) (“Annual Sum”) payable to Coach on May 1, 2016 and May 1, 2017 (“Annual Date”). Coach will be entitled to each Annual Sum if Coach remains employed at the University as an Assistant Football Coach through each Annual Date outlined. However, if Coach voluntarily terminates employment on or prior to any Annual Date, then Coach shall forfeit all of his right to the Annual Sum whether accrued or unaccrued.

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.

Ross, Jan, Assistant Coach, Women's Basketball, Athletics Department, – that the employment agreement be modified effective July 1, 2016, 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, 2017.
2. Increase the additional and outside income from unrestricted private funds for personal services and fund raising activities for the University from the total annual amount of \$20,000 to the total annual amount of \$23,000 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, 2016, 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, 2017.
2. Increase the current Base Salary of \$248,000 annually to \$250,000 annually, payable monthly.
3. Increase the additional and outside income from unrestricted private funds for personal services and fund raising activities for the University from the total annual amount of \$57,000 to the total annual amount of \$80,000 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.

Shepard, Mike, Director of Operations, Men's Basketball, Athletics Department, that the compensation be modified effective July 1, 2016 to increase the current Base Salary from \$115,000 annually to \$140,000 annually, payable monthly.

Simmons, Dennis, Assistant Coach, Football, Athletics Department, – that the employment agreement be modified effective June 1, 2016, 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, 2017.
2. Increase the additional and outside income from unrestricted private funds for personal services and fund raising activities for the University from the total annual amount of \$55,000 to the total annual amount of \$92,000 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.

Stoops, Mike, Associate Head Coach, Football, Athletics Department, – that the employment contract be modified effective February 1, 2016, with material changes to the terms of the employment agreement to include as follows:

1. Extend the term of the current employment agreement to January 31, 2018.
2. Increase the additional and outside income from unrestricted private funds for personal services and fund raising activities for the University from the total annual amount of \$530,000 to the total annual amount of \$580,000 payable monthly.
3. Continue the Annual Stay Benefit in the annual sum of Fifty Thousand Dollars (\$50,000) ("Annual Sum") payable to Coach on May 1, 2016 and May 1, 2017 ("Annual Date"). Coach will be entitled to each Annual Sum if Coach remains employed at the University as an Assistant Football Coach through each Annual Date outlined. However, if Coach voluntarily terminates employment on or prior to any Annual Date, then Coach shall forfeit all of his right to the Annual Sum whether accrued or unaccrued.

Authorize the President and Athletic 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 contracts of these types.

Stoops, Robert, Head Coach, Football, Athletics Department, – that the employment contract be modified effective January 1, 2016, with material changes to the terms of the employment agreement to include as follows:

1. Extend the term of the current employment contract through December 31, 2021.
2. Effective January 1, 2017, increase from \$150,000 annually to \$175,000 annually, payable monthly, the annual increase to the additional and outside income from unrestricted private funds for personal services, fund raising, and all other athletics-related contracts and activities for the University.
3. Effective January 1, 2019, increase from \$175,000 annually to \$200,000 annually, payable monthly, the annual increase to the additional and outside income from unrestricted private funds for personal services, fund raising, and all other athletics-related contracts and activities for the University for the remaining years of the contract term.

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.

Thraikill, Chad, Assistant Coach, Women's Basketball, Athletics Department, – that the employment agreement be modified effective July 1, 2016, 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, 2017.
2. Increase the additional and outside income from unrestricted private funds for personal services and fund raising activities for the University from the total annual amount of \$14,000 to the total annual amount of \$17,000 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, 2016, 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, 2022.
2. Effective July 1, 2017, increase from \$5,000 annually to \$10,000 annually, payable monthly, the annual increase to the additional and outside income from unrestricted private funds for personal services, fund raising, and all other athletics-related contracts and activities for the University for the remaining years of the contract term.

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.

## **CAMERON UNIVERSITY**

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

President McArthur was pleased to announce that since the May meeting the University had received reaccreditation in teacher education. The final report commended the University and identified no areas for improvement, which is the best possible outcome, along with a seven-year reaffirmation schedule. He also pointed out to the members of the Cameron Committee that there was a reason they shook a lot of hands at commencement: that was the most graduate degrees awarded in the institution's history—179 Masters degrees. Dr. McArthur closed his report by proudly sharing the Vice President for University Advancement Albert Johnson, Jr., who was a career Army artillery officer retiring at the rank of Colonel, was recently inducted into the United State Army ROTC Cadet Hall of Fame.



## FISCAL YEAR 2017 BUDGET PLAN – CU

Cameron University enters the 2016 – 2017 academic year having completed the third 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 2016 – 2017 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
  - Improve marketing and advertising through intelligent web-based and social media marketing and advertising services and increased use of billboard based advertising to major roadway entrances into Lawton
  - Expand outreach for prospective students
  - Improve support for entering students
- Affordability – Maintain quality learning experiences for a modest financial outlay by managing costs and by providing outstanding opportunities for financial assistance
  - Develop and implement a “last dollar” tuition-only assistance program for any graduate of a Lawton public high school
  - Identify alternative funding to replace cuts in State funding for student programs
  - Increase student scholarships and tuition waivers by over \$61,000
  - Maintain competitive tuition and mandatory fee rates
  - Maintain competitive housing and board costs for resident students
- Accountability – Be responsible stewards of resources in our care on behalf of our students, our employees, and our community
  - Facilitate campus adjustment to budget related organizational structure changes including facilities reassignments
  - Begin the next five year strategic plans
  - Respond to external regulation and policies including changes to the Fair Labor Standards Act
  - Improve employee onboarding and professional development
  - Provide engaging and effective facilities, grounds, and signage
- Attainment – Assist each student to meet his or her aspirational goals for a degree, certificate, or course completion
  - Expand Reverse Transfer and Articulation Agreements with area schools
  - Develop and implement a Cameron degree completion commitment for Summer 2017

- Offer degree completion scholarships to part-time students with an emphasis on working adults
- Increase Student Activity Fee funding by \$100,000
- Conduct a *First Four Weeks* project as part of the Higher Learning Commission Persistence and Completion Academy with the intent to increase campus engagement among and between students, staff, and faculty
- Engagement – Support our students, our employees and our communities for the educational, cultural, and economic advancement of southwest Oklahoma and beyond
  - Commence planning for Academic Festival X including topic selection and speaker identification
  - Develop and implement a Planned Giving Program
  - Plan and execute a donor trip over spring break or late summer to raise funds for student travel opportunities
  - Meet or exceed annual friendraising and fundraising goals for facilities, endowed faculty positions, and growth of the Annual Fund

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 2017 is \$46,326,577 and is composed of the following:

• State appropriations	\$17,667,421	(38.1%)
• Tuition	\$21,566,000	(46.6%)
• Student fees	\$5,889,671	(12.7%)
• Gifts, grants and state program reimbursements	\$890,335	(1.9%)
• Other income	\$313,150	(0.7%)

Projected revenues include a \$3,353,912 decrease in state appropriated funds, new tuition and fee revenue of \$1,171,500 from a requested 6.98% increase in tuition and mandatory fees that will help offset decreased revenue of approximately \$1,366,000 due to a budgeted enrollment decline, an increase in existing academic service fees and increased support from the Cameron University Foundation. In spite of the drastic reductions made in personnel and operating costs, reduced state support has resulted in a greater reliance on revenue from student tuition and fees to fund increases in mandatory costs. The significant reduction in the State allocation and uncertain economic outlook in the State are two of the University's primary concerns for FY 2017 and future years.

Total expenditures for FY 2017 are projected to be \$46,448,783. The proposed budget includes the following expenditures:

• Instruction	\$22,470,376	(48.4%)
• Research	\$91,500	(0.2%)
• Public service	\$353,732	(0.8%)
• Academic support	\$1,973,586	(4.2%)
• Student services	\$4,655,315	(10.0%)
• Institutional support	\$4,469,648	(9.6%)
• Physical facilities	\$6,834,626	(14.7%)
• Scholarships and tuition waivers	\$5,600,000	(12.1%)

Overall, University expenditures will decrease by \$4,366,743 from FY 2016, an 8.59% decrease. The decrease is the net result of elimination of 66 faculty and staff positions, savings achieved through reorganization of various academic and administrative departments, increased mandatory costs, and a concerted effort to preserve funding for initiatives to improve student persistence and degree completion.

In this FY 2017 budget, Cameron's administrative expenses of 9.6% of all expenses represents a slight increase from FY 2016 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 \$122,206 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, 2017 is \$3,460,432, or 7.45% of budgeted annual expenditures and 8.32% 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 2017 as presented.

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

## **TUITION RATES AND MANDATORY FEE RATES FOR FISCAL YEAR 2017 – 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 2016-2017 which reflects a 7.0% increase for resident students and 7.2% increase for nonresident students. The overall average increase in resident tuition and mandatory fees for resident undergraduate students is \$390 annually. The overall average increase in nonresident tuition and mandatory fees for nonresident undergraduate students is \$1,020 annually.

#### UNDERGRADUATE TUITION RATES

*(Nonresident students pay both resident and nonresident tuition)*

Proposed AY 16-17 Resident Tuition <u>Per Credit Hour</u> \$142.00	Annual Undergraduate Tuition and Mandatory Fees <u>30 Credit Hours – 2 Semesters</u> \$5,970.00
Proposed AY 16-17 Nonresident Tuition <u>Per Credit Hour</u> \$308.00	Annual Undergraduate Tuition and Mandatory Fees <u>30 Credit Hours – 2 Semesters</u> \$15,210.00

#### 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 \$163.00 per credit hour for students entering Fall 2016, Spring 2017 or Summer 2017. In comparison, the resident undergraduate guaranteed tuition rate for the 2015-2016 academic year was \$151.00 per credit hour.

#### UNDERGRADUATE GUARANTEED TUITION RATES

*(Available to first-time resident students only)*

Proposed AY 16-17 Resident Tuition <u>Per Credit Hour</u> \$163.00	Annual Undergraduate Tuition and Mandatory Fees <u>30 Credit Hours – 2 Semesters</u> \$6,600.00
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#### GRADUATE TUITION RATES

*(Nonresident students pay both resident and nonresident tuition)*

Proposed AY 16-17 Resident Tuition <u>Per Credit Hour</u> \$179.00	Annual Graduate Tuition and Mandatory Fees <u>24 Credit Hours – 2 Semesters</u> \$5,664.00
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Proposed AY 16-17 Nonresident Tuition <u>Per Credit Hour</u> \$365.00	Annual Graduate Tuition and Mandatory Fees <u>24 Credit Hours – 2 Semesters</u> \$14,424.00
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MBA AND MSOL ON-LINE RATES

Proposed AY 16-17 Resident MBA On-Line <u>Tuition Per Credit Hour</u> \$295.00	Annual Graduate Tuition and Mandatory Fees <u>24 Credit Hours – 2 Semesters</u> \$7,080.00
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Proposed AY 16-17 Nonresident MBA On-Line <u>Tuition Per Credit Hour</u> \$390.00	Annual Graduate Tuition and Mandatory Fees <u>24 Credit Hours – 2 Semesters</u> \$9,360.00
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MANDATORY FEES:*(Charged by the credit hour)*

Student Technology	\$17.50
Library Automation and Materials	5.75
Assessment	3.50
Academic Records	3.00
Student Facility	14.00
Student Activity*	12.00
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 2.4% to \$2,600,000 in academic year 2016- 2017 from \$2,539,000 in academic year 2015-2016. Cameron is consistently recognized in the US News and World Reports for its commitment to affordability. 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 2016.

President McArthur recommended the Board of Regents approve the proposed tuition and mandatory fee rates for academic year 2016-2017.

Regent Humphreys moved approval of the recommendation. The following voted yes on the motion: Regents Bennett, Humphreys, Rainbolt-Forbes, Burgess, Stone and Albert. 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 Multimedia Design

PROPOSED CHANGE: Program Deletion

COMMENTS: Faculty retirements, budget cuts, and low student demand necessitate program deletion. Students remaining in the program will be given until Spring 2020 to complete the program. Students who have not yet begun courses in the major will be encouraged to switch to other programs. No courses will be deleted until program teach out has been completed. One faculty line has been eliminated. Two additional lines will be eliminated by the end of the teach out.

2. PROGRAM: B.S. in Multimedia Design

PROPOSED CHANGE: Program Deletion

COMMENTS: Faculty retirements, budget cuts, and low student demand necessitate program deletion. Students remaining in the program will be given until Spring 2020 to complete the program. Students who have not yet begun courses in the major will be encouraged to switch to other programs. No courses will be deleted until program teach out has been completed. One faculty line has been eliminated. Two additional lines will be eliminated by the end of the teach out.

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

Regent Bennett moved approval of the recommendation. The following voted yes on the motion: Regents Bennett, Humphreys, Rainbolt-Forbes, Burgess, Stone and Albert. 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 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 plan. The estimated contract amount assumes the number of meal plan participants in Fiscal Year 2017 will be comparable to Fiscal Year 2016. The proposed contract amount takes into consideration a 4.5 percent increase in the cost of traditional board and commuter plans. An average increase of 5.4 percent for student board and commuter plan rates was approved by the Board in January 2016.

President McArthur recommended the Board of Regents approve the sixth one-year renewal option of a food service operations contract with Sodexo, Inc. The estimated contract amount for Fiscal Year 2017 is \$997,000.

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

## **ADOPTION OF GENDER-BASED MISCONDUCT POLICY AND REVISIONS TO CU CODE OF STUDENT CONDUCT – CU**

Current best practice and sub-regulatory guidance suggest that sexual harassment, sexual assault, and other sex-based misconduct policies applying to students be consolidated to a single policy easily accessible by students, faculty, and staff. The proposed Gender-Based Misconduct Policy for Students, attached hereto as Exhibit R, will consolidate existing gender-based misconduct policies into a single, easily accessible University policy and replace and/or supplement portions of the Code of Student Conduct and several other policies. Additionally, the Gender-Based Misconduct Policy includes the latest Violence Against Women Act and Title IX requirements and recommendations.

Upon approval of the proposed Gender-Based Misconduct policy, the Code of Student Conduct will require amendment to reflect the adoption of the Policy. Further, the Code of Student Conduct is being amended to streamline the disciplinary process and to more clearly articulate the process a student could expect when responding to disciplinary charges. These revisions include:

- Limiting hearing panel appeals to interim suspensions, suspensions, and expulsions. This is consistent with the OU and RSU student codes.
- Expanding prohibited conduct to include abusive conduct and retaliation.
- Clarifying what temporary administrative action may be taken in the event of immediate threats by students.

The proposed Gender-Based Misconduct Policy and Code amendments have been reviewed and approved by the Office of Legal Counsel.

President McArthur recommended the Board of Regents:

- I. Adopt a single, comprehensive Gender-Based Misconduct Policy for Students, which will incorporate the latest legal requirements (e.g., Title IX), sub-regulatory guidance, and best practices for responding to sex and gender-based misconduct. Adopting this policy will require amending the CU Code of Student Conduct; and
- II. Amend the CU Code of Student Conduct to incorporate changes necessitated by the adoption of the Gender-Based Misconduct Policy for Students, to reflect organizational changes such as position titles and reporting lines, to apply current best practices in Student Affairs administration, and adopt procedural suggestions made by the Office of Legal Counsel.

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

## **REVISIONS TO CU FACULTY HANDBOOK – CU**

In March 2016, the Board approved changes to the University of Oklahoma Board of Regents' Policy Manual – Cameron University/Rogers State University ("Policy Manual"), which included revisions for changes in laws, regulations, and regulatory guidance, including revisions to the equal opportunity statement; updates based on changes to titles and reporting lines; and to make it more consistent with the Board of Regents Policy Manual – University of Oklahoma. The CU Faculty Handbook must be revised to accurately reflect compliance with the

updated Policy Manual. Additionally, the Faculty Handbook must be revised to reflect recent academic structural changes resulting from reorganizing schools/departments. Finally, the CU Faculty Senate has recommended changes to the Faculty Handbook, which have been reviewed and approved by the President. The proposed revisions are attached hereto as Exhibit S.

The recommended revisions to the CU Faculty Handbook fall into one of the following categories:

- Changes to University administrative structure and titles (e.g. references to Provost changed to Vice President for Academic Affairs; Vice President for Student Services and Associate Vice President for Enrollment Management positions combined into the Vice President for Enrollment Management and Student Success).
- Changes to reflect the Policy Manual's revised equal opportunity policy, including references to the proposed Gender-Based Misconduct Policy for Students.
- Revisions to the make-up of academic committees required by the organizational restructure and the addition of two new committees: the University Committee on Equity, Diversity, and Inclusion and the Top 30 Courses Committee.
- Eliminated the title of "Distinguished Professor."
- Elimination of Section 4.5.4.5 Probationary Period Adjustment, which currently allows allowing the tenure probationary period for tenure-track faculty to be shortened.

President McArthur recommended amending the CU Faculty Handbook to conform to the recent revisions to the RSU/CU Regents Policy Manual, to ensure consistency with CU's current academic organization, and to include faculty-recommended changes.

Regent Bennett moved approval of the recommendation. The following voted yes on the motion: Regents Bennett, Rainbolt-Forbes, Burgess, Stone and Albert. Regent Humphreys voted no. The Chair declared the motion approved.

#### **AMENDMENT TO SECTION 125 PLAN DOCUMENT – CU**

In order to accurately reflect the administration of the Cameron University Section 125 Plan (the Plan) and to ensure the Plan meets applicable legal requirements, it is recommended that the University adopt the proposed updated Plan, attached hereto as Exhibit T.

Legal Counsel has reviewed the proposed changes to the Plan document.

President McArthur recommended the Board of Regents approve Cameron University's updated Section 125 Plan Document and authorize the President or his designee to execute the necessary documents.

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



**ADOPTION OF FRAUD PREVENTION, REPORTING AND WHISTLEBLOWER PROTECTION POLICY – CU**

Fraud is the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it. Fraud, if undiscovered, can drain limited institutional resources from their intended use for the improper benefit of an individual. The purpose of the proposed fraud policy is to:

- 1) Establish, as Board of Regents' policy, that fraud is prohibited;
- 2) Clearly define fraud and fraudulent activity;
- 3) Identify appropriate means for reporting suspected fraud;
- 4) Designate responsibility for investigations involving fraud; and
- 5) Protect anyone reporting suspected fraud, in good faith, from retaliation.

Clearly communicating these expectations with respect to integrity in the conduct of all University business is an important first step in preventing and deterring fraud. Therefore, President McArthur recommends the adoption of the Fraud Prevention, Reporting, and Whistleblower Protection Policy, to be numbered as Section 3.4.8 of the Board of Regents' Policy, and approval of the corresponding update to the Internal Audit Charter, both attached hereto as Exhibit U.

President McArthur recommended the Board of Regents adopt a Fraud Prevention, Reporting, and Whistleblower Protection Policy and approve a corresponding update to the Internal Audit Charter.

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

**ANNUAL INTERNAL AUDIT PLAN FOR FISCAL YEAR 2017 – 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 2017 has been discussed with the Finance and Audit Committee and includes four 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 2017.

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

**ACADEMIC AND ADMINISTRATIVE PERSONNEL ACTIONS –CU****CHANGE(S)**

Adele, Beth, Assistant to the Dean, School of Business, title changed to Assistant to the Dean, School of Graduate and Professional Studies and Acting Chair, Department of Business, effective July 1, 2016.

Burgess, Sylvia, Associate Vice President for Academic Affairs and Director of Adult and Continuing Education, title changed to Associate Vice President for Academic Affairs and Director of Office of Extended Learning. Salary changed from \$104,238 to \$114,238 (\$9,519.83 per month), effective July 1, 2016.

Conley, Terry, Professor and Dean, School of Science and Technology, title changed to Professor and Interim Chair, Department of Agriculture and Biological Sciences and Joseph H. Mullin Endowed Chair. Salary changed from \$125,750 for 12 months to \$102,750 for 10 months paid over 12 months (\$8,562.50 per month) which includes a \$7,500 chair stipend and \$4,500 endowed chair stipend, effective July 1, 2016.

Estep, Michael, Associate Professor, Department of Computing and Technology, title changed to Associate Professor and Chair, Department of Computing and Technology. Salary changed from \$67,150 to \$79,150 for 10 months paid over 12 months (\$6595.83 per month) which includes a \$12,000 chair stipend, effective July 1, 2016.

Fischer, Marvin, Mary Dixie Mullin Endowed Chair in the Sciences at the rank of Professor and Chair of Department of Agriculture, title changed to Mary Dixie Mullin Endowed Chair in the Sciences at the rank of Professor, Department of Agriculture and Biological Sciences. Salary changed from \$71,862 which included a \$2,600 chair stipend to a faculty appointment at an annualized rate of \$69,262 for 10 months paid over 12 months (\$5,771.83 per month), effective June 30, 2016.

Hoepfner, Greg, Professor and Chair of Department of Music, title changed to Professor, Department of Art, Music, and Theatre Arts. Salary changed from \$63,781 which included a \$5,000 chair stipend to a faculty appointment at an annualized rate of \$58,781 for 10 months paid over 12 months (\$4,898.42 per month), effective June 30, 2016.

Huffman, Lisa, Professor and Dean, School of Education and Behavioral Sciences, title changed to Professor and Dean, School of Graduate and Professional Studies. Salary changed from \$120,000 to annualized rate of \$130,000 (\$86,250 faculty, \$43,750 administrative (Dean)) for 12 months (\$10,833.33 per month), effective July 1, 2016.

Janda, Lance, Professor and Chair of Department of History and Government, title changed to Professor and Interim Chair, Department of Social Sciences. Salary changed from \$84,750 which included a \$5,200 chair stipend to \$88,950 for 10 months paid over 12 months (\$7,412.50 per month) which includes a \$9,400 chair stipend, effective July 1, 2016.

Klein, Scott Richard, Professor and Chair of Department and Theatre Arts, title changed to Professor and Interim Chair, Department of Art, Music, and Theatre Arts. Salary changed from \$67,943 which included a \$2,200 chair stipend to \$75,743 for 10 months paid over 12 months (\$6,311.92 per month) which includes a \$10,000 chair stipend, effective July 1, 2016.

McMillan, Edna, Professor and Chair of Department of Art, title changed to Professor, Department of Art, Music, and Theatre Arts. Salary changed from \$62,256 which included a \$2,800 chair stipend to a faculty appointment at an annualized rate of \$59,456 for 10 months paid over 12 months (\$4,954.67 per month), effective June 30, 2016.

Odo, Jonathan, Professor and Chair of Department of Criminal Justice and Sociology, title changed to Professor, Department of Social Sciences. Salary changed from \$81,910 which included a \$4,200 chair stipend to a faculty appointment at an annualized rate of \$77,710 for 10 months paid over 12 months (\$6,475.83 per month), effective June 30, 2016.

Shaw, Gordon, Director of Human Resources. Salary changed from an annualized rate of \$59,000 for 12 months (\$4,916.66 per month) to an annualized rate of \$61,000 for 12 months (\$5,083.33 per month) effective July 1, 2016.

Underwood, Von, Professor and Dean, School of Liberal Arts, title changed to Professor and Dean, School of Arts and Sciences. Salary changed from \$104,750 to annualized rate of \$114,750 (\$68,990 faculty, \$45,760 administrative (Dean)) for 12 months (\$9,562.50 per month), effective July 1, 2016.

Wohlers, Anton, Director of Academic Enrichment, title changed to Associate Professor, Department of Social Sciences. Salary changed from an annualized rate of \$76,750 to a faculty appointment at an annualized rate of \$51,308 for 10 months paid over 12 months (\$4,275.67 per month), effective July 1, 2016.

#### LEAVE(S) OF ABSENCE

DuRant, Maureen, Instructor, Office of Teaching and Learning, leave of absence without pay, to complete degree, from August 2016 through August 2017. With notice prior to March 1, 2017, consideration for a one-year extension to the leave of absence will be considered.

#### RESIGNATION(S)

Jones, Hardy, Associate Professor, Department of English and Foreign Languages, May 11, 2016.

Frisby, Tahzeeba, Assistant Professor, Department of Biological Sciences, May 11, 2016.

#### RETIREMENT(S)

Camey, John, Professor and Dean, School of Business, August 1, 2016.

Carroll, Johnny, Associate Professor and Chair, Department of Computing and Technology, named Associate Professor Emeritus, May 31, 2016.

President McArthur recommended the Board of Regents approve the personnel actions listed above.

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

#### **NONSUBSTANTIVE PROGRAM CHANGES – CU CURRICULUM CHANGES – CU**

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 – CU**

The Oklahoma State Regents for Higher Education confer upon each institution the authority to approve modifications that are nonsubstantive, but require the changes to be communicated to them for information. 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.

1. PROGRAM: Academic Affairs Restructuring

The Office of Academic Affairs proposes to initiate the following plans for restructuring, to be effective July 1, 2016:

PROPOSED CHANGE: Office Name Change

COMMENTS: Rename the Office of Adult and Continuing Education as the Office of Extended Learning.

PROPOSED CHANGE: School Combination and Renaming

COMMENTS: Combine the School of Liberal Arts, the School of Science and Technology, the School of Education and Behavioral Sciences, and the School of Business and reformat as the School of Graduate and Professional Studies and the School of Arts and Sciences.

PROPOSED CHANGE: Department Merger

COMMENTS: The Department of Agriculture and the Department of Biological Sciences will be combined as the Department of Agriculture and Biological Sciences.

PROPOSED CHANGE: Department Merger

COMMENTS: The Department of Art, the Department of Music, and the Department of Theatre Arts will be combined as the Department of Art, Music, and Theatre Arts.

PROPOSED CHANGE: Department Merger

COMMENTS: The Department of Criminal Justice and Sociology and the Department of History and Government will be combined as the Department of Social Sciences.

PROPOSED CHANGE: Department/Program Realignment

COMMENTS: Departments and Programs will be realigned under the newly created School of Graduate and Professional Studies as follows:

- Department of Business
- Department of Computing and Technology
- Department of Education
- Department of Psychology
- Department of Social Sciences
- Department of Sports and Exercise Science

PROPOSED CHANGE: Department/Program Realignment

COMMENTS: Departments and Programs will be realigned under the newly created School of Arts and Sciences as follows:

- Department of Agriculture and Biological Sciences
- Department of Art, Music, and Theatre Arts
- Department of Chemistry, Physics, and Engineering
- Department of Communication
- Department of English and Foreign Languages
- Department of Mathematical Sciences
- Department of Military Science

2. PROGRAM: Minor in Computer Science

PROPOSED CHANGE: Modification

COMMENTS: Minor requirements will be modified to reflect recent curriculum changes in the Computer Science program. Three courses in the required courses for the minor will be replaced with three existing courses. One course in the electives for the minor will be replaced with an existing course. Total hours required for the minor will increase from 18 to 20. The requested change will not require additional funds.

3. PROGRAM: Minor in Educational Studies

PROPOSED CHANGE: Addition

COMMENTS: Addition of the minor will allow students from various disciplines and majors to learn about the field of education. The minor will be closed to majors that offer an approved teacher education program. The requested change will not require additional funds.

4. PROGRAM: Minor in Library Science

PROPOSED CHANGE: Deletion

COMMENTS: An insufficient number of courses remain in the catalog to fulfill the requirements for the minor. No students remain in the minor. The requested change will not require additional funds.

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

## **CURRICULUM CHANGES – CU**

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

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

## ROGERS STATE UNIVERSITY

### REPORT OF THE PRESIDENT OF THE UNIVERSITY

President Rice stated that, in spite of the negative budget there has been some positive at RSU: the conference coach of the year in men's basketball, along with player of the year and winning the Heartland Conference for the first time. Full NCAA Division II membership confirmation is expected in July. The University has had a record number of graduates, first-time applications are up, and transfer applications are up as well. Dr. Rice closed his report by saying the administration has signed an agreement previously approved by the Board to accept a \$1 million gift of property to be used primarily for biology and environmental research.

### FISCAL YEAR 2017 BUDGET PLAN– RSU

Rogers State University established a Budget Advisory Committee in 2015 to assist the President and administration in the development of the institution's budget and to provide advice in matters relating to fiscal and budget issues. As a result of the fiscal crisis with the state budget, the committee began to meet regularly, beginning in January 2016, after the first state revenue failure was announced in December 2015. The Budget Advisory Committee made recommendations to reduce the FY 2016 budget by \$357,031 in January 2016, which included reducing travel, operating expenses, student wages, and not filling vacant positions. Additional reductions to the institution's state funding were announced in February, March and June 2016, and use of reserve funds was used to address those cuts in state funding. The University began FY 2016 with a \$494,518 reduction in state appropriations and over \$1.3 million dollars of state appropriations cut during the second half of the fiscal year.

The Budget Advisory Committee developed recommendations to reduce the FY 2017 budget if state funding was reduced 5%, 7.5% or 10% for FY 2017. In March 2016, campus-wide meetings were held to inform the campus community and to solicit their recommendations. The Budget Advisory Committee reviewed and considered all recommendations in the development of the budget recommendations that were presented to the President in May 2016. Included in the \$1,327,753 recommendations were reductions in faculty and staff positions, reduction in travel, reorganization of academic departments, including the combination of the School of Liberal Arts with the School of Mathematics, Science, and Health Sciences and renamed as the School of Arts and Sciences, and twelve employee furlough days, as needed. After receiving a 17% reduction for FY 2017 in state funding, additional reductions were made to the budget and an increase in tuition and fees is recommended.

#### BUDGET OVERVIEW:

Total projected revenue for FY 2017 is \$29,949,968 and is composed of the following:

• State appropriations	\$11,540,652	38.5%
• Tuition	\$12,024,078	40.2%
• Student fees	\$5,699,371	19.0%
• Gifts, grants and reimbursements	\$685,867	2.3%

Rogers State University's state funding was reduced \$2,360,387 or 17% from the levels allocated in the previous budget. The FY 2017 appropriations were reduced \$2,175,368, National Guard reimbursements reduced \$1,733, and concurrent enrollment waiver reimbursements reduced \$107,706. Subsequent to the announcement of state funding by the Oklahoma State Regents for Higher Education, we were informed an additional \$75,580 would

be withheld from our monthly allocations by the Oklahoma State Regents for Higher Education to make bond payments on our behalf for the 2005 Higher Education Bonds. The \$2,360,387 is a reduction in state funding in the E&G I budget. In addition, state funding for capital expenditures was reduced from the previous year of \$421,648 to \$354,375 or \$67,273 (16%).

Reduced state support has resulted in a greater reliance on revenue from student tuition and fees. The projected increase in tuition and fee revenues is approximately \$1,090,895. Included in the budget is a projected 5% decline in enrollment.

Total projected expenditures for FY 2017 is \$32,960,158 and is composed of the following:

• Instruction	\$13,231,901	40.1%
• Public service	\$348,049	1.1%
• Academic support	\$2,458,611	7.5%
• Student services	\$3,064,678	9.3%
• Institutional support	\$3,830,159	11.6%
• Operation and maintenance of Plant	\$4,766,760	14.4%
• Scholarships and tuition waivers	\$5,260,000	16.0%

University expenditures will decrease by \$1,189,732 from FY 2016, a 3.5% decrease. Included in the budget are mandatory costs in the amount of \$436,098 and 12 furlough days estimated to save \$730,266. One furlough day is equivalent to \$60,855. The use of all 12 furlough days will depend on whether enrollment is higher than projected and whether additional midyear reductions of state funding occur during FY 2017.

Administrative expenses are 11.6 percent of the budget and remain below the administrative cost guideline of 16% for regional universities established by the Oklahoma State Regents for Higher Education.

Funding for scholarships increased from \$4,770,000 in FY 2016 to \$5,260,000 or 10.3% in FY 2017 budget.

The projected unobligated reserve balance for June 30, 2017 is \$1,749,876 or 5.3% of the budgeted annual expenditures. 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 Rice recommended the Board of Regents approve the Operating Budget for Fiscal Year 2017 as presented.

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

## **TUITION RATES AND MANDATORY FEE RATES FOR FISCAL YEAR 2017 – 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 non-resident tuition and mandatory fees shall be less than the average graduate resident and non-resident 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 2016-2017 which reflects an 8.8% increase for resident students and 8.7% increase for non-resident students. The overall average increase in annual resident tuition and mandatory fees for a full time resident undergraduate student is \$531.00 annually or \$265.50 per semester. The overall average increase in non-resident tuition and mandatory fees for a non-resident undergraduate student is \$1,161 annually or \$580.50 per semester.

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. 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 2016, Spring 2017 or Summer 2017. In comparison, the resident undergraduate guaranteed tuition rate for the 2015-2016 academic year was \$139.72 per credit hour.

The recommendation to adjust mandatory fees is related to our current software conversion which requires fee rates to be in whole dollars and to establish a rate commensurate to the cost of the program. Overall, mandatory student fees reflect a net increase of \$7.20 per credit hour.

Offsetting the additional cost to students are increased scholarships and other financial support. Resident tuition waivers and university scholarships will increase 10.3% from \$4,770,000 in FY 2016 to \$5,260,000 in FY 2017. RSU remains committed to keeping college affordable for a student body where 84 percent are eligible for receiving financial aid. For the past four years, U.S. News & World Report has recognized RSU for having graduates with among the lowest student debt when compared to its regional peers. The most recent report (released in fall 2015) noted almost half (49 percent) of RSU’s 2013 graduating class earned a diploma without student debt, which was the most among western regional colleges. For those who did assume student debt, RSU graduates had the second-lowest average debt when compared with its western regional college peers.

If approved by the Board of Regents, the tuition and mandatory student fee request will be forwarded to the Oklahoma State Regents for Higher Education for approval and will become effective Fall 2016.

President Rice recommended the Board of Regents approve the proposed tuition and mandatory fees rates for FY 2017.



UNDERGRADUATE TUITION RATES*(Non-resident students pay both resident and non-resident tuition)*

Proposed FY 17: Resident Tuition <u>Per Credit Hour</u> \$132.00	Annual Undergraduate Tuition and Mandatory Fees <u>30 Credit Hours – 2 Semesters</u> \$6,540.00
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Proposed FY 17: Non-resident Tuition <u>Per Credit Hour</u> \$264.00	Annual Undergraduate Tuition and Mandatory Fees <u>30 Credit Hours – 2 Semesters</u> \$14,460.00
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UNDERGRADUATE GUARANTEED TUITION RATES*(Available to first time resident students only)*

Proposed FY 17: Resident Tuition <u>Per Credit Hour</u> \$151.00	Annual Undergraduate Tuition and Mandatory Fees <u>30 Credit Hours – 2 Semesters</u> \$7,110.00
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GRADUATE TUITION RATES*(Non-resident students pay both resident and non-resident tuition)*

Proposed FY 17: Resident Tuition <u>Per Credit Hour</u> \$159.00	Annual Graduate Tuition and Mandatory Fees <u>24 Credit Hours – 2 Semesters</u> \$5,880.00
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Proposed FY 17: Non-resident Tuition <u>Per Credit Hour</u> \$271.00	Annual Graduate Tuition and Mandatory Fees <u>24 Credit Hours – 2 Semesters</u> \$12,384.00
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MANDATORY FEES*(Charged by the credit hour)*

	<u>FY 2016 Rate</u>	<u>FY 2017 Rate</u>
Student Facility Fee #1	\$10.75	\$10.00
Baird Hall Facility Fee	4.50	5.00
Athletic Facility Fee	4.50	5.00
Student Activity Fee	26.10	31.00
Technology Services Fee	11.60	12.00
Culture & Recreation Fee	1.10	1.00
Library Automation/Materials Fee	5.50	6.00
Assessment Fee	2.75	4.00
Health Fee	2.25	2.00
Campus Security Fee	6.75	7.00

Regent Humphreys moved approval of the recommendation. The following voted yes on the motion: Regents Bennett, Humphreys, Rainbolt-Forbes, Burgess, Stone and Albert. 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 Psychology, Sociology, and Criminal Justice  
Bachelor of Science in Social Sciences (110)

**PROPOSED CHANGES:**

Option Change, Program Requirement Change  
Modify Environmental Studies Option

- Change course name:  
FROM: SOC 2213 Introduction to Human Ecology  
TO: SOC 2213 Environmental Sociology
- Delete course from Option Core Requirements:  
POLS 4213 Environmental Policy and Regulation
- Add course to Option Core Requirements:  
POLS 3033 Introduction to Public Policy
- Delete courses from Option Elective list:  
POLS 3013 State and Local Government  
POLS 3023 Introduction to Public Administration  
POLS 3033 Introduction to Public Policy  
SOC 3043 Social Ethics
- Add courses to Option Elective:  
BIOL 1134 General Environmental Biology  
BIOL 3033 Fundamentals of Geographic Information Systems  
BIOL 3203 Bioethics  
POLS 4213 Environmental Policy and Regulation  
SOC 2363 Cultural Anthropology  
SOC 4013 Sociological Theory

COMMENTS: The core of the Environmental Studies Option needs to consist of mainstream courses that are offered on a regular basis. Core classes and electives have been realigned; the additional of optional biology classes will strengthen the multidisciplinary nature of the degree.

2. PROGRAM: Department of History and Political Science  
Bachelor of Science in Social Sciences (110)

**PROPOSED CHANGES:**

Option Deletions, Program Requirement Change

- Delete History Option for the B.S. in Social Science (110T)
- Delete Political Science Option for the B.S. in Social Science (110L)
- Cross-list POLS 3153 Introduction to American Political thought as  
POLS/HIST 3153
- Change course number HIST 4213 Colonial America to HIST 3043 Colonial America
- Cross-list HUM 4213 Will Rogers' America as HUM/HIST 4213
- Change name and course description HIST 3223 Interpreting U.S. History to  
HIST 3223 Interpreting History

COMMENTS: History has been a poor fit for the B.S., S.S. degree; the core curriculum did not prepare students for upper-division history courses, nor did the methodology courses contribute to their success.

The Political Science Option becomes redundant with the proposed B.A. in History and B.A. in Public Affairs, which will merge political science and public administration under a single sustainable degree.

3. PROGRAM: Department of History and Political Science  
Bachelor of Arts in History (128)

PROPOSED CHANGES:

- Add new Program
- Add Options to new B.A. in History
  - Option: American History
  - Option: General History

4. PROGRAM: Bachelor of General Studies (126)

PROPOSED CHANGES:

Program Requirement Change

- Add selected electives requirement of 25-37 hours
- Add Creative Writing minor to list of Areas of Concentration
- Change number of hours in free electives from 5-23 to 19-30
- Reduce number of hours for degree from 124 to 120

COMMENTS: Reduction of credit hours required for the degree better aligns the program with other offerings in the School of Liberal Arts. Dropping the minor requirement is expected to boost enrollment, particularly among transfer students, and decrease the number of course substitutions.

5. PROGRAM: Department of Applied Technology  
Bachelor of Science in Business Information Technology (108)

PROPOSED CHANGE: Program Requirement Change, Other Degree Program Modification

- Change to prerequisite, CS 4523
  - FROM: CS 3333 Object-Oriented Technology
  - TO: CS 2223 Programming I
- Change course description
  - FROM: This course explores electronic commerce and applications of Internet technology. Topics include electronic data interchange, the Internet and the World Wide Web, and intranets – all with a primary emphasis on business and commercial applications. Study of Web site programming including such languages as XML, Java script, VB script, and CGI, and using such tools as Microsoft's Interdev. Prerequisites: CS 2163 and CS 3333

TO: This course explores electronic commerce and applications of Internet technology. Topics include electronic data interchange, the Internet and the World Wide Web, and intranets – all with a primary emphasis on business and commercial data –rich applications. Study of Web site programming based on contemporary technologies. Prerequisites: CS 2163 and CS 2223

COMMENTS: Programming I sufficiently prepares students for CS 4523; the revised description brings more meaning and flexibility in adapting content to technological changes.

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

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

## **REVISIONS TO RSU ACADEMIC POLICIES AND PROCEDURES MANUAL – RSU**

In March 2016, the Board approved changes to the University of Oklahoma Board of Regents' Policy Manual – Cameron University/Rogers State University ("Policy Manual"), which included revisions for changes in laws, regulations, and regulatory guidance, including revisions to the equal opportunity statement; updates based on changes to titles and reporting lines; and to make it more consistent with the Board of Regents' Policy Manual – University of Oklahoma. The RSU Academic Policies and Procedures Manual ("APPM") must be revised to accurately reflect compliance with the updated Policy Manual. These revisions are limited to changes to the equal opportunity policy, including references to the Gender-Based Misconduct Policy for Students adopted by the Board last year.

Additionally, RSU is restructuring its Office of Academic Affairs to be effective August 1, 2016. This restructure includes renaming and combining schools, merging departments, and realigning programs from three schools to two. APPM changes reflecting this restructure include:

- Replacing outdated organizational charts with a more accurate description of the academic organization, including describing the roles of the Vice President for Academic Affairs, Deans, and Department Heads.
- Revisions to the make-up of academic committees are necessary as required by the organizational restructure.

Finally, both the APPM and the RSU Code of Student Conduct include procedures for the release of student information. Maintaining this procedure in two different policies creates unnecessary reduplication and confusion. Therefore, the version of the procedure in the APPM is being removed and replaced with references to the RSU Code of Conduct.

The proposed revisions to the APPM have been reviewed and approved by the Office of Legal Counsel and are attached hereto as Exhibit W.

President Rice recommended amending the RSU Academic Policies and Procedures Manual to conform to the recent revisions to the RSU/CU Regents Policy Manual and to include update to University's academic organizational structure.

Regent Bennett moved approval of the recommendation. The following voted yes on the motion: Regents Bennett, Rainbolt-Forbes, Burgess, Stone and Albert. Regent Humphreys voted no. The Chair declared the motion approved.

## **REVISIONS TO THE RSU STUDENT CODE OF CONDUCT/HANDBOOK AND STUDENT ORGANIZATION HANDBOOK – RSU**

Rogers State University seeks to clarify its authority to administratively dispose of incidents where it believes an educational or safety response will better serve the University community rather than imposing disciplinary sanctions. Educational and safety responses may

include incidents where students stay and render assistance to others and call for appropriate medical personnel or law enforcement or students who bring their own use, addiction, or dependency on alcohol, drugs, or other addictions to the attention of the University prior to any conduct incidents or reports. RSU believes this change will help promote student safety where the possibility of high-risk behaviors might occur while still holding students accountable for their actions. The proposed revisions are attached hereto as Exhibit X.

Proposed updates to the Student Organization Handbook reflect changes that align with revisions the Student Government Association has made to its bylaws regarding the funding request process, along with a few other minor changes to the Handbook.

The proposed revisions are also part of Exhibit X.

President Rice recommended amending the RSU Student Code of Responsibilities and Conduct and Student Organization Handbook to incorporate several changes that reflect current best practices in Student Affairs administration and will better support the student experience.

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

#### **AMENDMENT TO SODEXO FOOD SERVICE CONTRACT – RSU**

The University entered into a contract with Sodexo to operate the University food service April 2011. There have been five previous amendments to the original contract approved by the Board of Regents. Amendment number three approved by the Board of Regents at the June 2013 meeting authorized the contract to be extended annually up to a seven year period, 2020. This is the fourth year of the seven year period.

Amendment six is changing Section 4.5 of the contract to add 5 guest meals per semester to the 18 meal plan, add 4 guest meals per semester to the 15 meal plan and add 3 guest meals per semester to the 11 meal plan. In addition, a To-Go Box Program option will be available for students, faculty, and staff that have purchased a resident meal plan or a faculty and staff meal plan. Section 7.6 authorizes Sodexo to purchase equipment and provide services for installation for café and Starbucks Coffee shop. The institution will reimburse Sodexo for cost of the project up to \$150,000. Section 8.8 of the contract is increasing the Catering Fund from \$7,500 to \$8,000.

President Rice recommends the Board of Regents approve Amendment Six of the Sodexo contract.

The amendment dated June 16, 2016 is attached hereto as Exhibit Y.

President Rice recommended the Board of Regents approve the Sixth Amendment to the Sodexo Food Service contract effective July 1, 2016.

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

**AMENDMENT TO SECTION 125 PLAN DOCUMENT – RSU**

In order to accurately reflect the administration of the Rogers State University's Section 125 Plan (the Plan) and to ensure that the Plan meets applicable legal requirements, it is desirable for the University to adopt the proposed amendment to the Plan.

Legal Counsel has reviewed the proposed amendment, attached hereto as Exhibit Z.

President Rice recommended the Board of Regents approve an amendment to the Rogers State University Section 125 Plan Document and authorize the President or his designee to execute the necessary documents.

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

**ADOPTION OF FRAUD PREVENTION, REPORTING AND WHISTLEBLOWER PROTECTION POLICY – RSU**

Fraud is the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it. Fraud, if undiscovered, can drain limited institutional resources from their intended use for the improper benefit of an individual. The purpose of the proposed fraud policy is to:

- 1) Establish, as Board of Regents' policy, that fraud is prohibited;
- 2) Clearly define fraud and fraudulent activity;
- 3) Identify appropriate means for reporting suspected fraud;
- 4) Designate responsibility for investigations involving fraud; and
- 5) Protect anyone reporting suspected fraud, in good faith, from retaliation.

Clearly communicating these expectations with respect to integrity in the conduct of all University business is an important first step in preventing and deterring fraud. Therefore, President Rice recommends the adoption of the Fraud Prevention, Reporting, and Whistleblower Protection Policy, to be numbered as Section 3.4.8 of the Board of Regents' Policy, attached, and approval of the corresponding update to the Internal Audit Charter, attached hereto as Exhibit AA.

President Rice recommended the Board of Regents adopt a Fraud Prevention, Reporting, and Whistleblower Protection Policy and approve a corresponding update to the Internal Audit Charter.

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

**ANNUAL AUDIT PLAN FOR FISCAL YEAR 2017 – 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 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 2017 has been discussed with the Finance and Audit Committee and includes four 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 2017.

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

**ACADEMIC & ADMINISTRATIVE PERSONNEL ACTION(S) – RSU****APPOINTMENT(S):**

Overall, Lisa, Ph.D., Instructor of Biology, Department of Biology, annualized rate of \$38,500, full-time, ten-month, non-tenure track appointment, effective 8/01/2016.

Smith, Andrea, M.S., Instructor of Mathematics, Department of Mathematics and Physical Science, annualized rate of \$38,500, full-time, ten-month, non-tenure track appointment, effective 8/01/2016.

Washburn, Earlene, Ph.D., Training Coordinator, Center for Teaching and Learning, annualized salary of \$60,000, twelve-month appointment, effective June 1, 2016.

**REAPPOINTMENT(S):**

Jones, Stephanie, M.B.A., Temporary Instructor, Department of Business, annualized rate of \$50,000, ten-month temporary, non-tenure track appointment, effective 8/01/2016.

Kelly, Walter, M.M., Temporary Instructor/ Director of Bands, Department of Fine Arts, annualized rate of \$40,000 plus \$1,000 stipend as Director of Bands, ten-month, non-tenure track appointment, effective August 1, 2016.

Purdum, A. Brook, M.B.A, Temporary Instructor, Department of Technology and Justice Studies, annualized rate of \$50,000, ten-month temporary, non-tenure track appointment, effective 8/01/2016.

Savitz, Gwendolyn, J.D., Temporary Assistant Professor, Department of Business, annualized rate of \$70,000, ten-month temporary, non-tenure track appointment, effective 8/01/2016.

## CHANGE(S):

Malmo, John, M.S., changed from Instructor, Department of Sport Management, annualized rate of \$25,000, five-month, temporary non-tenure track position, to Assistant Professor, Department of Business, annualized rate of \$48,000, full-time, ten-month, tenure-track appointment, effective 8/01/2016.

Ruhl, Chris, M.S., changed from Temporary Instructor, Department of Applied Technology to full-time Instructor of Applied Technology, annualized rate of \$38,500, ten-month, non-tenure-track appointment, effective 8/01/2016.

Sparling, R. Curtis, M.B.A, changed from Temporary Instructor, Department of Applied Technology to full-time Instructor, annualized rate of \$50,000, ten-month, non-tenure-track appointment, effective 8/01/2016.

Tuberville, Brenda, Ph.D., Associate Professor/ Coordinator of Developmental Studies, annualized rate of \$54,412, twelve-month, tenure-track appointment, placed on paid administrative leave, effective 4/8/2016-7/31/2016.

## RETIREMENT(S):

Lurz, Diana, M.S., Assistant Professor, Department of English and Humanities, effective 7/29/2016.

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

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

**NONSUBSTANTIVE PROGRAM CHANGES – RSU**  
**CURRICULUM CHANGES – RSU**  
**ON-CALL ARCHITECTS AND ENGINEERS REPORT – RSU**  
**RENEWAL OF CONTRACT FOR CUSTODIAL SERVICES – 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 nonsubstantive, but require the changes to be communicated to them for information only. The changes in the academic organization and 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. These changes are being submitted to the Board of Regents for approval prior to submission to the State Regents.



## ACADEMIC AFFAIRS RESTRUCTURING

Academic Affairs proposes to initiate the following plans for restructuring, to be effective August 1, 2016:

## NAME CHANGE

- Rename the School of Business and Technology to the School of Professional Studies

## SCHOOLS COMBINED

- Combine the School of Liberal Arts with the School of Mathematics, Science, and Health Sciences and rename as the School of Arts and Sciences

## DEPARTMENTS MERGED

- The Department of Sport Management is to be subsumed under the Department of Business

REALIGNMENT OF DEPARTMENTS/ PROGRAMS  
UNDER THE TWO REMAINING SCHOOLS:

## School of Professional Studies

Department of Business  
Department of Health Sciences  
Department of Technology and Justice Studies

## School of Arts and Sciences

Department of Biology  
Department of Communications  
Department of English and Humanities  
Department of Fine Arts  
Department of History and Political Sciences  
Department of Mathematics and Physical Sciences  
Department of Psychology and Sociology

1. PROGRAM(S): Department of Psychology, Sociology, and Criminal Justice  
Bachelor of Science in Social Sciences (110)

## PROPOSED CHANGES:

Option Change, Program Requirement Change

Modify Environmental Studies Option

- Revise minor in Environmental Studies (110S)
- Remove POLS 4213 from core, add to electives
- Move POLS 3033 from electives to core
- Add three existing BIOL courses to electives:
  - BIOL 1134 General Environmental Biology
  - BIOL 3033 Fundamentals of Geographic Information Systems
  - BIOL 3202 Bioethics
- Add existing courses to electives:
  - SOC 2363 Cultural Anthropology
  - SOC 4013 Sociological Theory

COMMENTS: The core of the Environmental Studies Option needs to consist of mainstream courses that are offered on a regular basis. Core classes and electives have been realigned; the additional of optional biology classes will strengthen the multidisciplinary nature of the degree.

2. PROGRAM(S): Bachelor of General Studies (126)

PROPOSED CHANGES:  
Program Requirement Change

- Delete minor in General Studies

COMMENTS: The minor is being dropped in favor of increasing the number of free electives and selected electives. Additionally, this will boost enrollment in the major, particularly among transfer students.

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, but required that the changes be communicated to them for information only. 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.

<u>Prefix / Number</u>	<u>Title</u>	<u>Comments</u>
<u>COURSE MODIFICATIONS</u>		
SOC 2213	Introduction to Human Ecology	Change Name
POLS 3153	Introduction to American Political Thought	Cross-list w/POLS 3153
HIST 4213	Colonial America	
HUM 4213	Will Rogers' America	
HIST 3223	Interpreting U.S. History	Change title, description
CS 4523	Advanced Web Systems Development	Change description, prerequisites

### PROGRAM ADDITION(S)

Department of History and Political Science  
Bachelor of Arts in History (128)  
*Add Program*

PROGRAM MODIFICATION(S)

Department of Psychology, Sociology, and Criminal Justice  
Bachelor of Science in Social Science (110)

*Option Change, Program Requirement Change*

Modify Environmental Studies Option (110E)

- Change course name:  
From: SOC 2213 Introduction to Human Ecology  
TO: SOC 2213 Environmental Sociology
- Delete course from Option Core Requirements:  
POLS 4213 Environmental Policy and Regulation
- Add course to Option Core Requirements:  
POLS 3033 Introduction to Public Policy
- Delete courses from Option Elective list:  
POLS 3013 State and Local Government  
POLS 3023 Introduction to Public Administration  
POLS 3033 Introduction to Public Policy  
SOC 3043 Social Ethics
- Add courses to Option Electives:  
BIOL 1134 General Environmental Biology  
BIOL 3033 Fundamentals of Geographic Information Systems  
BIOL 3203 Bioethics  
POLS 4213 Environmental Policy and Regulation  
SOC 2363 Cultural Anthropology  
SOC 4013 Sociological Theory

Department of History and Political Science  
Bachelor of Science in Social Sciences (110)

- Delete History Option for the B.S. in Social Science (110T)
- Delete Political Science Option for the B.S. in Social Science (110L)
- Cross-list POLS 3153 Introduction to American Political Thought as  
POLS/HIST 3153
- Change course number HIST 4213 *Colonial America* to HIST 3043  
*Colonial America*
- Cross-list HUM 4213 Will Rogers' America as HUM/HIST 4213
- Change name and course description HIST 3223 *Interpreting U.S. History*  
to HIST 3223 *Interpreting History*

Bachelor of General Studies (126)

- Eliminate minor in General Studies
- Add selected electives requirement of 25-37 hours
- Add Creative Writing minor to list of Areas of Concentration
- Change number of hours in free electives from 5-23 to 19-30
- Reduce number of hours for degree from 124-120

Department of Applied Technology

Bachelor of Science in Business Information Technology (108)

- Change course description and prerequisites of CS 4523 Advanced Web  
Systems Development

MODIFICATIONS TO MINOR(S)

Department of Psychology, Sociology, and Criminal Justice  
Bachelor of Science in Social Science (110)

- Revise Minor in Environmental Studies (110S)

- Remove POLS 4213 from core, add to electives
- Move POLS 3033 from electives to core
- Add three (3) existing BIOL courses to electives:
  - BIOL 1134 General Environmental Biology
  - BIOL 3033 Fundamentals of Geographic Information Systems
  - BIOL 3203 Bioethics
- Add existing courses to electives:
  - SOC 2363 Cultural Anthropology
  - SOC 4013 Sociological Theory

## Bachelor of General Studies (126)

- Eliminate Minor in General Studies

OPTION ADDITION(S)

## Department of History and Political Science

## Bachelor of Arts in History (128)

- OPTION American History (128A)
- OPTION General History (128G)

OPTION MODIFICATION(S)

## Department of Psychology, Sociology, and Criminal Justice

## Bachelor of Science in Social Science (110)

- Delete History Option from B.S. in Social Science (110T)
- Delete Political Science Option from B.S. in Social Science (110L)

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

**ON-CALL ARCHITECTS AND ENGINEERS REPORT – RSU**

In May 2014, the Board authorized a 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. Some of the professional services are still underway.

Work completed during the fiscal year 2015 and 2016 by on-call architectural and engineering firms in both groups is summarized below.

<u>Firm Name</u>	<u>Date Initiated</u>	<u>Work Performed</u>	<u>Fee</u>
Crafton Tull & Associates, Inc. Tulsa	November 4, 2014	Inner Campus Irrigation Control Project, Site Drainage, Sidewalk Replacement and Centennial Center Parking Lot Paving	\$68,825
Crafton Tull & Associates, Inc. Tulsa	November 4, 2014	Prep Hall Emergency Generator	4,700
Cyntergy AEC Tulsa	August 8, 2014	Prep Hall Parking Lot	13,548
Cyntergy AEC Tulsa	August 8, 2014	Physical Plant Storage and Geology Lab Building	14,182

June 21, 2016			35274
Terracon Consultants, Inc. Tulsa	March 4, 2016	Material Testing for Parking Lots and Sidewalk Projects	10,000
Crafton Tull & Associates, Inc. Tulsa	April 25, 2016	Campus Water Line Project and Water Flow Test	11,260
Ross Engineering, LLC Tulsa	May 24, 2016	HVAC Engineering Services	4,829

Total for architects and engineers is \$127,344.

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

### **RENEWAL OF CONTRACT FOR CUSTODIAL SERVICES – RSU**

At the May 2013 Board of Regents meeting, the Board authorized the President or his designee to execute a contract with Source One Management Services, Tulsa, for custodial services on the Claremore, Bartlesville, and Pryor campuses for a period of one year beginning July 1, 2013.

The Board action authorized annual negotiated renewals for a maximum of five years and to report back to the Board of Regents actions taken under the authority granted by the Board action.

The Board action authorized the President or his designee to amend the contract as additional services are required, as new facilities are placed in service, or as old facilities are taken out of service. For FY 2016, the base price included Claremore and Bartlesville and was established at \$558,507 with various unit pricing for special cleaning services such as concessions, athletic events, housing, and miscellaneous requests budgeted at \$50,000 for an initial budget of \$608,507. Budget was subsequently increased to \$643,390 to cover cleaning in Pryor. As of May 31, 2016, the institution had expenditures of \$488,087 and encumbrances of \$155,303 for janitorial services.

A negotiated renewal of the contract for fiscal year 2017 has been completed. Included in the FY 2017 base contract are the previous changes made to the contract with Source One Management Services. Beginning July 1, 2016 Source One will pay for disposable products for bathrooms in University Village Complex C. The base contract price is \$565,421. Special requests are budgeted at \$50,000. The total anticipated cost for FY 2017 is \$615,421. The contract is the fourth year of a maximum of five renewals.

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

There being no further business, the meeting adjourned at 10:47 a.m.

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

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 7.0%.

Undergraduate Tuition & Mandatory Fee Rates

	<u>AY2016 Rate</u>	<u>AY2017 Rate</u>	<u>Change</u>
	<u>Tuition Charged by Credit Hour</u>		
Resident Tuition	\$143.20	\$152.50	\$ 9.30
Nonresident Tuition	\$446.20	\$477.40	\$31.20
Total Nonresident Tuition	\$589.40	\$629.90	\$40.50

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 \$175.32 per credit hour for students entering Fall 2016, Spring 2017 or Summer 2017.

	<u>AY2016 Rate</u>	<u>AY2017 Rate</u>	<u>Change</u>
Guaranteed Resident Tuition <i>for students entering Fall 2016, Spring 2017 or Summer 2017</i>	\$164.65	\$175.32	\$10.67

Undergraduate 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 2016-2017 summer term, which includes August intersession.

	<u>AY2016 Rate</u>	<u>AY2017 Rate</u>	<u>Change</u>
Resident Annual Flat Rate Tuition & Mandatory Fee (15 credit hours)	\$ 4,032.50	\$ 4,315.25	\$282.75
Nonresident Annual Flat Rate Tuition & Mandatory Fee (15 credit hours)	\$10,725.50	\$11,476.25	\$750.75

Mandatory Fees Charged by Credit Hour

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	\$11.50	\$12.00	\$0.50
Transit Fee	\$ 2.00	\$ 2.00	\$0.00
Security Services Fee	\$ 3.75	\$ 3.75	\$0.00
Academic Excellence Fee	\$30.75	\$35.80	\$5.05
Special Event Fee	\$ 2.00	\$ 2.00	\$0.00
Academic Facility & Life Safety	\$27.50	\$30.00	\$2.50
Educational Network Connectivity Fee	\$16.50	\$17.00	\$0.50

**EXHIBIT A**

International Programs Fee	\$ 0.50	\$ 0.50	\$0.00
Academic Records Service Fee	\$ 0.00	\$ 2.00	\$2.00

	<u>AY2016 Rate</u>	<u>AY2017 Rate</u>	<u>Change</u>
<u>Mandatory Fees Charged by Semester</u>			
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	\$ 0.00	(\$15.00)
Summer	\$15.00	\$ 0.00	(\$15.00)
Academic Advising Fee	\$40.00	\$40.00	\$0.00
Summer	\$20.00	\$20.00	\$0.00

Graduate Tuition & Mandatory Fee Rates

	<u>Tuition Charged by Credit Hour</u>		
Resident Tuition	\$190.70	\$203.60	\$12.90
Nonresident Tuition	\$549.20	\$587.60	\$38.40
Total Nonresident Tuition	<u>\$739.90</u>	<u>\$791.20</u>	<u>\$51.30</u>

	<u>Mandatory Fees Charged by Credit Hour</u>		
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	\$11.50	\$12.00	\$0.50
Transit Fee	\$ 2.00	\$ 2.00	\$0.00
Security Services Fee	\$ 3.75	\$ 3.75	\$0.00
Academic Excellence Fee	\$30.75	\$35.80	\$5.05
Special Event Fee	\$ 2.00	\$ 2.00	\$0.00
Academic Facility & Life Safety	\$27.50	\$30.00	\$2.50
Educational Network Connectivity Fee	\$16.50	\$17.00	\$0.50
Academic Records Service Fee	\$ 0.00	\$ 2.00	\$2.00

	<u>Mandatory Fees Charged by Semester</u>		
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	\$ 0.00	(\$15.00)
Summer	\$15.00	\$ 0.00	(\$15.00)
Academic Advising Fee	\$40.00	\$40.00	\$0.00
Summer	\$20.00	\$20.00	\$0.00

In addition, as approved by the Board of Regents at its January 2016 meeting, all Fall 2017 incoming undergraduate and graduate students on the Norman Campus are required to pay cohort specific Academic Excellence Fees totaling \$75.00 per credit hour.

In accordance with 70 O.S. Section 3219.3, the University may establish special fees for delivery of courses to governmental entities, including but not limited to the military, profit and nonprofit associations, corporations, and other private entities in an amount sufficient to cover the cost of delivery of such courses and programs. After receiving OU Regents and State Regents approval, the Gallogly College of Engineering began offering the

**EXHIBIT A**

Master of Science in Data Science and Analytics in AY 2016. A very successful first year led to AT&T, already a key partner with the University, engaging University administration to discuss the possibility of allowing AT&T students to enroll in the program at a discounted rate of \$800 per credit hour. AT&T offers tuition reimbursement to its employees with annual and lifetime limits. However, if approved, this will be only one of two programs (Georgia Tech) offered by AT&T to its employees that is not subject to annual or lifetime reimbursement limits. The University seeks approval to offer the online Master of Science in Data Science and Analytics to AT&T employees at a cost of \$800 per credit hour.

COLLEGE OF LAW

	<u>AY2016 Rate</u>	<u>AY2017 Rate</u>	<u>Change</u>
	<u>Tuition Charged by Credit Hour</u>		
Resident Tuition	\$473.00	\$473.00	\$0.00
Nonresident Tuition	\$347.50	\$347.50	\$0.00
Total Nonresident Tuition	<u>\$820.50</u>	<u>\$820.50</u>	<u>\$0.00</u>
	<u>Mandatory Fees Charged by Credit Hour</u>		
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
	<u>Mandatory Fees Charged by Semester</u>		
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 CENTERProfessional Program Tuition Rates Charged by Semester

Professional Program	<u>AY2016 Rate</u>	<u>AY2017 Rate</u>	<u>Change</u>
College of Medicine			
Resident Tuition Per Semester	\$11,443.00	\$12,015.00	\$ 572.00
Nonresident Tuition Per Semester	\$26,116.00	\$27,422.00	\$1,306.00
College of Dentistry			
Resident Tuition Per Semester	\$11,458.00	\$12,031.00	\$ 573.00
Nonresident Tuition Per Semester	\$27,196.00	\$28,556.00	\$1,360.00
Physician's Associate			
Resident Tuition Per Semester	\$ 5,755.00	\$ 6,043.00	\$ 288.00
Nonresident Tuition Per Semester	\$12,979.00	\$13,628.00	\$ 649.00
Doctor of Pharmacy			
Resident Tuition Per Semester	\$ 7,578.00	\$ 7,957.00	\$ 379.00
Nonresident Tuition Per Semester	\$17,003.00	\$17,853.00	\$ 850.00
Occupational Therapy			
Resident Tuition Per Semester	\$ 3,760.50	\$ 3,948.50	\$ 188.00
Nonresident Tuition Per Semester	\$ 9,025.50	\$ 9,477.00	\$ 451.50
Doctor of Physical Therapy			
Resident Tuition Per Semester	\$ 4,758.00	\$ 4,996.00	\$ 238.00
Nonresident Tuition Per Semester	\$12,016.00	\$12,617.00	\$ 601.00
Audiology AuD			
Resident Tuition Per Semester	\$ 4,458.50	\$ 4,681.50	\$ 223.00
Nonresident Tuition Per Semester	\$11,653.50	\$12,236.50	\$ 583.00

Professional Program Tuition Rates Charged by Credit Hour

Public Health Professional Programs			
Resident Tuition Per Credit Hour	\$ 369.80	\$ 388.30	\$ 18.50
Nonresident Tuition Per Credit Hour	\$ 999.80	\$ 1,049.80	\$ 50.00
Doctor of Nursing Practice			
Resident Tuition Per Credit Hour	\$ 445.60	\$ 467.90	\$ 22.30
Nonresident Tuition Per Credit Hour	\$ 1,071.05	\$ 1,124.65	\$ 53.60
Master of Science in Nursing			
Resident Tuition Per Credit Hour	\$ 258.65	\$ 271.60	\$ 12.95
Nonresident Tuition Per Credit Hour	\$ 835.05	\$ 876.85	\$ 41.80

Mandatory Fees Charged by Credit Hour

	<u>AY 2016 Rate</u>	<u>AY2017 Rate</u>	<u>Change</u>
Academic Facility and Life Safety Fee	\$ 7.50	\$ 7.50	\$0.00
Academic Records Fee	\$ 0.00	\$ 2.00	\$2.00
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	\$16.50	\$17.00	\$0.50
Student Assessment Fee	\$ 1.25	\$ 1.25	\$0.00

Mandatory Fees Charged by Semester

	<u>AY 2016 Rate</u>	<u>AY2017 Rate</u>	<u>Change</u>
Academic Records Fee	\$ 15.00	\$ 0.00	(\$15.00)
Cultural & Recreational Services Fee	\$112.25	\$132.25	\$20.00
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

## **EXHIBIT A**

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 will be forwarded to the Oklahoma State Regents for Higher Education for approval and will be effective Fall 2016.

## **3.4— INTERNAL AUDIT CHARTER**

### **3.4.1. MISSION**

The mission of the Internal Audit is to assist management and staff of the universities under the governance of the University of Oklahoma Board of Regents in the effective discharge of its responsibilities by providing them and the Board with independent and objective analysis, appraisals, recommendations, and pertinent comments with reference to:

- the adequacy and effectiveness of the internal control structure,
- the safeguarding of assets,
- compliance with applicable laws, regulations and university policies, and
- the achievement of management's objectives.

### **3.4.2 DEFINITION OF INTERNAL AUDITING**

Internal auditing is an independent, objective assurance and consulting activity designed to add value and improve an organization's operations. It helps an organization accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

### **3.4.3 AUTHORITY AND ORGANIZATION**

Oklahoma law provides that the University of Oklahoma Board of Regents ('the Board') shall establish an internal audit function that employs a sufficient number of internal auditors to meet the Board's fiduciary responsibilities.

The internal audit function shall be responsible to the Board and the University Presidents. The Chief Audit Executive will report functionally to the Board and administratively (i.e. day-to-day operations) to the President.

University of Oklahoma Internal Audit ('Internal Audit') will govern itself by adherence to the Institute of Internal Auditors' guidance including the *Definition of Internal Auditing*, the *Code of Ethics*, and the *International Standards for the Professional Practice of Internal Auditing*.

The Chief Audit Executive is authorized by the Board to direct a broad, comprehensive program of internal auditing throughout the universities under the governance of the Board ('universities'). This includes University of Oklahoma activities in Norman, Oklahoma City and Tulsa, and activities at Cameron University, Rogers State University and at any other locations for which the Board has responsibility.

Internal Audit will determine whether the universities' control, risk management, and governance processes, as designed and implemented by management, are adequate and

functioning. In order to accomplish these objectives, the Chief Audit Executive and the Internal Audit staff are authorized by the Board and the President to have full, free, and unrestricted access to all the universities' functions, records, property, and personnel. In the event any officer, agent, or employee of the universities shall fail to co-operate fully with the Chief Audit Executive or shall otherwise hinder or prevent or attempt to hinder or prevent any audit, the Chief Audit Executive shall immediately and simultaneously report the same to the President and to the Finance and Audit Committee of the Board. Under Oklahoma law, any person who alters or destroys records needed for the performance of an audit or causes or directs a subordinate to do such acts shall be guilty of a felony punishable by imprisonment and/or a fine, and also subject to immediate removal from office or employment.

The Board shall:

- With the advice of the President, appoint and terminate the Chief Audit Executive
- Approve the Internal Audit Charter
- Annually, review and approve the plan of work to be performed by Internal Audit
- Quarterly, receive communications from the Chief Audit Executive on the internal audit activity relative to the plan and other matters.
- Make enquiries of management and the Chief Audit Executive regarding scope and resources.

### **3.4.4 INDEPENDENCE AND OBJECTIVITY**

The Chief Audit Executive and Internal Audit staff will have no direct operational responsibility or authority over the activities audited. Accordingly, they will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair independent and objective judgment.

To permit the maintenance of a fully independent and objective approach, the internal audit activity will remain free from interference by any element in the organization, including matters of audit selection, scope, procedures, frequency, timing, or report content.

Internal auditors will exhibit professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined. Internal auditors will make a balanced assessment of all the relevant circumstances and not be unduly influenced by their own interests or by others in forming judgments.

The Chief Audit Executive will confirm to the Board, at least annually, the organizational independence of the internal audit activity.

**3.4.5 RESPONSIBILITIES**

The Chief Audit Executive will have the responsibility for the direction, personnel, budget, and day-to-day operation of the internal audit function.

Internal Audit shall:

- Develop a risk analysis to identify the higher risk activities of the universities.
- Annually prepare and submit a risk-based Audit Plan for review by the Finance and Audit Committee and approval by the Board.
- In accordance with the annual Audit Plan, perform audits that review and evaluate internal controls and the quality of ongoing operations to help ensure management compliance with laws and regulations, university and departmental policies, plans and procedures.
- Prepare an Audit Report for each audit that will comment on the adequacy of internal controls and recommend action for management to correct any deficiencies. Obtain a written response from management with an agreed timetable for corrective action.
- Submit a copy of each final Audit Report to the President, and to the Vice President for University Governance for distribution to the Board, and to the executive officer responsible for the audited activity and appropriate administrative personnel. The Regents shall have the opportunity to discuss reports with the Chief Audit Executive.
- Perform follow-up procedures to ensure that recommended corrective action has been implemented. Report to the Finance and Audit Committee instances where recommendations have not been fully implemented by management after a reasonable period of time.
- Submit quarterly activity reports to the Finance and Audit Committee that summarize audit work performed.
- Report annually on the adequacy of the internal control structure for the universities according to the audit work carried out during the year.
- Conduct special reviews and consulting services as directed by the Presidents or the Board. Special reviews and consulting services requested by departmental management may be performed at the discretion of the Chief Audit Executive.
- Investigate reported or suspected acts of theft, fraud, or misuse, abuse or misappropriation of resources, and report to the Finance and Audit Committee accordingly.

- Serve as facilitator and coordinator for federal, state, and other external audit agencies. External audit agencies shall contact the Chief Audit Executive for entrance and exit audit conferences.

### **3.4.6 QUALITY ASSURANCE AND IMPROVEMENT PROGRAM**

Internal Audit will maintain a quality assurance and improvement program. The program will include an evaluation of the conformance of the activities of Internal Audit with the Institute of Internal Auditors' *Definition of Internal Auditing* and the *International Standards for the Professional Practice of Internal Auditing* and an evaluation of whether internal auditors apply the *Code of Ethics*. The program will also assess the efficiency and effectiveness of the internal audit activity and identify opportunities for improvement.

The Chief Audit Executive will communicate to senior management and the Board on the internal audit activity's quality assurance and improvement program, including results of ongoing internal and external assessments.

### **3.4.7 FRAUD**

University employees have a duty to report instances of suspected theft, fraud, or misuse of funds to Internal Audit or via the University Fraud Reporting Hotline. Internal Audit will coordinate internal investigations with the appropriate university officials (e.g., Office of Legal Counsel, Campus Police, the Compliance Office, university officers, and/or departmental personnel). The responsibility of the Chief Audit Executive and Internal Audit with regard to fraud investigation is set out in the Fraud Prevention, Reporting and Whistleblower Policy.

### **3.4.8 FRAUD PREVENTION, REPORTING, AND WHISTLEBLOWER PROTECTION POLICY**

The University prohibits fraudulent and dishonest behavior in the conduct of University business. It is the policy of the University to prevent, deter, and detect dishonest and fraudulent activities and consistently investigate suspected fraud. For the purposes of this policy, fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it. Fraudulent activities may include, but are not limited to:

- Misappropriation of University property or other fiscal irregularities;
- Intentional misrepresentation in, or forgery or inappropriate alteration of, any document used for University business, including, but not limited to: checks, promissory notes, or securities; purchasing and procurement materials; employee benefit or salary-related items such as time sheets, billings, claims, assignments, or changes in beneficiary; records relating to health; student-related items, such as grades, transcripts, loans, or fee/tuition documents; and
- Willful and unauthorized destruction of records, property, or equipment with the intent to conceal evidence of fraud, dishonest behavior, or irregularities in the conduct of University business.

Fraud detected or suspected by a University employee must be reported immediately to the University's Internal Audit or the University Fraud Reporting Hotline. **University employees are prohibited from taking any retaliatory action against an individual for good faith reporting, or causing to be reported, suspected fraud.** Any person who has been subjected to retaliation in violation of this policy should notify any of the following responsible offices: Internal Audit, Legal Counsel, the University President, or the Board of Regents. If confirmed, retaliation in violation of this policy shall result in appropriate disciplinary action, up to and including termination.

The Chief Audit Executive shall be responsible for managing investigations in response to reports of fraud, except when a real or reasonably perceived conflict of interest could compromise the validity of an investigation, as determined by the President of the University or the Board of Regents, in consultation with the General Counsel. In cases where a report of fraud implicates specialized subject matter or an area in which the University has established investigatory or review procedures (e.g., Academic Integrity, Compliance, Ethics in Research, Institutional Equity), the matter should be referred accordingly unless, as determined by the Chief Audit Executive in consultation with the General Counsel, such a referral is not in the best interest of the University.

Investigations of suspected fraud shall, to the extent reasonably practicable and to the extent permitted by law, be conducted in a manner that protects both the participants in an investigation and the reputation of the person(s) who are the subject of an investigation. If an investigation reveals evidence that supports a finding of fraud, the investigative report shall be referred to the executive officer over the area, the President, and/or the Board of Regents for corrective action. Corrective action may include, but is not limited to, disciplinary action against the perpetrator and/or adjustments to policies, procedures, or controls, or referral to law enforcement.

The Chief Audit Executive is empowered to 1) make recommendations to academic and administrative units to promote fraud prevention and deterrence, 2) adopt procedures consistent with generally accepted standards of fraud investigation to govern its conduct of fraud investigations, 3) manage the appropriate referral of reports.

ADMISSIONS BOARD AND  
INTERVIEW SUBCOMMITTEE  
2016-2017

ADMISSIONS BOARD

Baker, Mary Zoe, M.D., Professor of Medicine  
Brannon, Dale, M.D., Clinical Assistant Professor of Radiology  
Brown, Ryan, MD., Clinical Associate Professor of Pediatrics  
Coleman, Brian, M.D., Associate Professor of Family Medicine  
Hill, Molly, Ph.D., Professor of Microbiology/Immunology  
Holter Chakrabarty, Jennifer, M.D., Associate Professor of Medicine, Chair  
Koons, Kelli, M.D., Clinical Instructor, Pediatrics  
Landrum, Lisa, M.D., Associate Professor of Obstetrics and Gynecology  
Squires, Ron, M.D., Professor of Surgery, Immediate Past Chair  
Taubman, Kevin, M.D., Assistant Professor of Surgery, Tulsa  
Weisz, Michael, M.D., Professor of Internal Medicine, Tulsa

Baker, Sherri, M.D., Associate Dean for Admissions, Associate Professor of Pediatrics, *ex officio*

INTERVIEW SUBCOMMITTEE

FULL-TIME FACULTY, PART-TIME FACULTY, AND VOLUNTEER FACULTY

Barrett, James, M.D., Professor of Family Medicine  
Bautista, Alexander, M.D., Assistant Professor of Anesthesiology  
Biggs, Daniel, M.D., Associate Professor of Anesthesiology  
Bondurant, William, M.D., Clinical Assistant Professor of Family Medicine  
Broussard, Adam, M.D., Assistant Professor of Anesthesiology  
Brownlee, Steve, M.D., Clinical Associate Professor of Otolaryngology - Tulsa  
Caldwell, Conrad, M.D., Clinical Assistant Professor of Emergency Medicine  
Calvert, Steve, M.D., Clinical Assistant Professor of Pediatrics – Tulsa  
Chaudhry, Shabbir, M.D., Clinical Professor of Medicine  
Cheng, Paul, M.D., Clinical Assistant Professor of Anesthesiology  
Collier, Mitchell, M.D., Clinical Assistant Professor of Family Medicine  
Cooke, Robert, M.D., Clinical Assistant Professor of Surgery  
Cross, Alisa, M.D., Assistant Professor of Surgery  
Cross, Brian, M.D., Assistant Professor of Urology  
Deb, Subrato, M.D., Associate Professor of Surgery  
Dentino, Andrew, M.D., Professor of Geriatrics  
Dukes, Kevin, M.D., Clinical Instructor of Orthopedic Surgery – Tulsa  
Eiszner, James, M.D., Assistant Professor of Anesthesiology  
Elwood, Robin, M.D., Professor of Anesthesiology  
Everett, Royce B, M.D., Clinical Professor of Obstetrics and Gynecology  
Farrow, Aaron, M.D., Assistant Professor of Neurology  
Franklin, Rachel, M.D., Professor of Medicine  
George, Minu, M.D., Assistant Professor of Pediatrics  
Gleason, Ondria, M.D., Assistant Professor of Psychiatry - Tulsa  
Gomes, Amanda, M.D., Assistant Professor of Anesthesiology  
Guo, Qing, M.D./Ph.D., Professor of Physiology  
Halliday, Nancy, Ph.D., Associate Professor of Cell Biology  
Handley, Judith, M.D., Associate Professor of Anesthesiology  
Harris, Curtis, M.D., Clinical Assistant Professor of Endocrinology



Holman, Laura, M.D., Assistant Professor of Obstetrics and Gynecology  
Jenkins, Jeffrey, M.D., Clinical Assistant Professor of Family Medicine  
Kaufman, C. Erick, M.D., Clinical Assistant Professor of Medicine  
Lansinger, Yuri, M.D., Assistant Professor of Orthopedic Surgery  
Lockwood, Deborah, M.D., Associate Professor of Cardiology  
Long, John Jr., M.D., Clinical Assistant Professor of Family Medicine  
Madamangalam, Abhinava, M.D., Associate Professor of Anesthesiology  
Maheshwari, Parul, M.D., Assistant Professor of Anesthesiology  
McLeod, Wallace, M.D., Clinical Assistant Professor of Family Medicine  
Medina, Andrea, M.D./Ph.D., Assistant Professor of Medicine  
Mercer, Sarah, M.D., Assistant Professor of Anesthesiology  
Mitchell, Lynn, M.D., Professor of Family Medicine  
Moreau, Annie, M.D., Assistant Professor of Ophthalmology  
Nalagan, Juan, M.D., Clinical Assistant Professor of Emergency Medicine - Tulsa  
Nanda, Sumit, M.D., Clinical Assistant Professor of Ophthalmology  
Naylor, Bruce, M.D., Clinical Professor of Medicine  
Nelson, Elizabeth, M.D., Clinical Assistant Professor of Family Medicine  
Nuzum-Keim, Andra, M.D., Clinical Instructor of Radiological Sciences  
O'Donoghue, Dan, Ph.D., Professor of Cell Biology  
Peterson, JoElle, M.D., Assistant Professor of Pathology  
Puffinbarger, Williams, M.D., Associate Professor of Orthopedic Surgery  
Queimado, Lurdes, M.D., Associate Professor of Otolaryngology  
Ramakrishnan, Kalyanakrishna, M.D., Professor of Family Medicine  
Razaq, Mohammad, M.D., Assistant Professor of Medicine  
Samara, Shea, M.D., Clinical Assistant Professor of Medicine  
Selby, George, M.D., Tenured, Hematology/Oncology  
Shelton, Sarah, M.D., Clinical Associate Professor of Pediatrics  
Sheth, Michelle, M.D., Associate Professor of Anesthesiology  
Shihabuddin, Bashar, M.D., Assistant Professor of Pediatrics  
Smith, Chad, M.D., Associate Professor of Obstetrics and Gynecology  
Tran, Nicole, M.D., Assistant Professor of Medicine  
Van Dyck, Kofi, M.D., Assistant Professor of Anesthesiology  
Vaseer, Samera, M.D., Assistant Professor of Medicine  
Williams, Patricia, M.D., Assistant Professor of Pediatrics  
Windrix, Casey, M.D., Assistant Professor of Anesthesiology  
Wood, Emily, M.D., Assistant Professor of Surgery  
Woods, W. Michael, M.D., Professor of Family Medicine - Tulsa  
Yates, Ashley, M.D., Clinical Assistant Professor of Pediatrics  
Yeaman, Brian, M.D., Clinical Assistant Professor of Family Medicine

**COMMUNITY BASED CONGRESSIONAL DISTRICT REPRESENTATIVES**

Adair, Alana, M.D., Oklahoma City  
Aran, Peter, M.D., Tulsa  
Breedlove, Robert, M.D., Stillwater  
Chambers, Susan, M.D., Oklahoma City  
Digoy, G. Paul, M.D., Oklahoma City  
Evans, J. Mark, M.D., Nichols Hills  
Farhood, Lisa, M.D., Oklahoma City  
Fong, Nelson, M.D., Oklahoma City  
Gibbs, Rachel, M.D., Tulsa  
Haralson, II, Harold, M.D., Norman  
Hassoun, Basel, M.D., Oklahoma City  
Hunter, Christopher, M.D., Broken Arrow

Johnson, Wayne, M.D., Lawton  
Leveridge, C. Tony, M.D., Oklahoma City  
Lindemuth, Mary, M.D., Oklahoma City  
Olson, Charles, M.D., Drumright  
O'Mahony, Gavin, M.D., Oklahoma City  
Rutherford, Jeremiah, M.D., Tulsa  
Shanbour, K. Anthony, M.D., Oklahoma City  
Stearman, Laura, M.D., Edmond  
Surbeck, William, M.D., Tulsa  
Vaughn, Anthony, M.D., Oklahoma City  
Webb, Kent, M.D., Oklahoma City  
Werlla, Vanessa, M.D., Tulsa  
Wicks, Ryan, M.D., Oklahoma City

STUDENTS

Oklahoma City Campus: (13)

Daignault, Chelsea  
Hargrove, Amy  
Jordan, Monica  
Persa, Laurel  
Test, Jack  
Wallace, William

Dreier, Anton  
Jalla, Aditi  
Parrish, Colleen  
Ruhlmann, P. Andre  
Voytovich, Keely  
Wolf, Sarah

Tulsa Campus: (6)

Briggs, Thomas  
Jelley, Hannah  
Michalopoulos, Michael  
Suthar, Krishna

Dickerson, Morgan  
Landreth, Hannah  
Ray, Eric  
Sundaramoorthy, Anita

QUARTERLY FINANCIAL ANALYSIS  
For the quarter ended March 31, 2016

EXECUTIVE SUMMARY

Highlights from the *Statements of Net Position* as of March 31, 2016 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 \$1.48 billion exceed related liabilities and deferred inflows of \$627 million by \$848.5 million.
- Education & General assets of \$98.8 million exceeded related liabilities of \$24.4 million by \$74.4 million.
- Sponsored Program assets of \$9.9 million partially offset related liabilities of \$12.8 million.
- Clinical Operations assets of \$345.6 million exceeded liabilities of \$51.7 million by \$293.9 million.
- Auxiliary Enterprise assets of \$89 million exceeded liabilities of \$49.5 million by \$39.5 million.
- Regents' Fund assets were \$30.7 million. There were no related liabilities.
- Other Funds assets and deferred outflows of \$901.4 million exceeded related liabilities and deferred inflows of \$488.6 million by \$412.8 million. Other Funds consist of fixed assets, net of accumulated depreciation and related bond and master lease obligations, net pension liability, and other academic and administrative activities.

STATEMENTS OF CHANGES IN NET POSITION

- Total revenues of \$845.9 million exceeded expenses of \$809.3 million by \$36.6 million.
- Education & General revenues of \$153.2 million exceeded expenses of \$146.3 million by \$6.9 million.
- Sponsored Program revenues of \$87.1 million exceeded expenses of \$83.4 million.
- Clinical Operations revenues of \$438.6 million exceeded expenses of \$431.7 million, resulting in a net increase of \$6.9 million.
- Auxiliary Enterprise revenues of \$28 million exceeded expenses of \$18.9 million, which resulted in a net increase of \$9.1 million.
- Regents' Fund revenues of \$180 thousand trailed expenses of \$1.4 million, resulting in a net decrease of \$1.2 million.
- Other Funds revenues of \$138.7 million exceeded expenses of \$127.3 million, resulting in an increase of \$11.4 million to net position.

OU HEALTH SCIENCES CENTER  
STATEMENTS OF NET ASSETS  
AS OF MARCH 31, 2016 AND 2015  
UNAUDITED - MANAGEMENT'S USE ONLY

	Education & General		Sponsored Programs		Clinical Operations		Auxiliary Enterprises	
	03/31/16	03/31/15	03/31/16	03/31/15	03/31/16	03/31/15	03/31/16	03/31/15
<b>ASSETS</b>								
<b>CURRENT AND NONCURRENT ASSETS</b>								
Cash and Cash Equivalents	\$ 38,088,576	\$ 70,571,993	\$ (5,381,943)	\$ (4,919,784)	\$ 196,202,098	\$ 198,027,438	\$ 38,678,904	\$ 38,004,630
Endowment Investments (Funds held by OU Foundation)	-	-	-	-	-	-	-	-
Student Loans Receivable, Net	-	-	-	-	-	-	-	-
Accounts Receivable, Net	13,696,483	10,639,256	15,315,392	9,575,174	128,584,922	125,226,849	2,824,619	2,744,679
Due From (To) Other Funds	46,921,481	28,557,312	-	-	-	-	(24,260,563)	(24,258,475)
Investments	-	-	-	-	20,000,000	-	-	-
Prepaid Expenses	124,078	148,893	-	-	-	-	218,266	220,871
Inventory	-	-	-	-	804,490	781,479	980,606	941,769
Total Current and Noncurrent Assets	98,830,618	109,917,454	9,933,449	4,655,390	345,591,510	324,035,767	18,441,833	17,653,474
<b>FIXED ASSETS, NET</b>								
Total Assets	\$ 98,830,618	\$ 109,917,454	\$ 9,933,449	\$ 4,655,390	\$ 345,591,510	\$ 324,035,767	\$ 88,996,609	\$ 116,388,072
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>DEFERRED OUTFLOWS</b>								
	\$ 13,197,078	\$ 760,147	\$ 3,991,591	\$ 964,436	\$ 36,346,480	\$ 26,521,094	\$ 2,107,704	\$ 1,048,972
<b>LIABILITIES &amp; NET ASSETS</b>								
<b>CURRENT LIABILITIES</b>								
Accounts Payable	-	-	-	-	-	-	-	-
OPEB Obligation	-	-	-	-	-	-	-	-
Net Pension Liability	90,333	87,000	-	-	495,514	491,502	1,556,637	1,850,000
Current Portion of L-T Debt	-	-	-	-	-	99	848,485	861,691
Accrued Interest Payable	-	-	-	-	9,322,420	6,719,611	1,171,976	865,014
Accrued Expenses	8,202,010	8,103,587	2,730,085	2,835,051	-	-	248,117	476,432
Deferred Revenue	-	-	5,288,125	5,729,646	-	-	369,895	-
Deposits Held in Custody for Others	-	-	-	-	46,164,414	33,732,306	6,302,814	5,102,109
Total Current Liabilities	21,489,421	8,950,733	12,009,801	9,529,133	46,164,414	33,732,306	6,302,814	5,102,109
<b>LONG-TERM LIABILITIES</b>								
OPEB Obligation	-	-	-	-	-	-	-	-
Federal Loan Program Refundable	-	-	-	-	-	-	-	-
Accrued Expenses	2,313,387	2,056,910	770,024	945,017	2,629,401	2,810,534	330,557	351,033
Bonds, Notes, Master Lease Obligations	584,000	674,333	-	-	2,910,730	3,408,098	42,916,428	63,415,109
Total Long-Term Liabilities	2,897,387	2,731,243	770,024	945,017	5,540,130	6,218,632	43,246,985	63,766,142
Total Current and Long-Term Liabilities	24,386,809	11,681,977	12,779,825	10,474,150	51,704,544	39,950,938	49,549,800	68,868,250
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>DEFERRED INFLOWS</b>								
	74,443,810	98,235,478	-	-	293,886,966	284,084,829	37,625,661	38,168,307
<b>NET ASSETS</b>								
Unrestricted	-	-	-	-	-	-	-	-
Restricted	-	-	(2,846,376)	(5,818,760)	-	-	-	-
Endowment	-	-	-	-	-	-	-	-
Capital Assets, Net of Related Debt	-	-	-	-	-	-	1,821,149	9,211,015
Total Net Assets	74,443,810	98,235,478	(2,846,376)	(5,818,760)	293,886,966	284,084,829	39,446,810	47,379,322
<b>Total Liabilities &amp; Net Assets</b>	\$ 98,830,618	\$ 109,917,454	\$ 9,933,449	\$ 4,655,390	\$ 345,591,510	\$ 324,035,767	\$ 88,996,609	\$ 116,247,572

OU HEALTH SCIENCES CENTER  
 STATEMENTS OF NET ASSETS  
 AS OF MARCH 31, 2016 AND 2015  
 UNAUDITED - MANAGEMENT'S USE ONLY

	Regents' Fund		Other Funds		Total	
	03/31/16	03/31/15	03/31/16	03/31/15	03/31/16	03/31/15
<b>ASSETS</b>						
<b>CURRENT AND NONCURRENT ASSETS</b>						
Cash and Cash Equivalents	\$ -	\$ -	\$ 285,208,754	\$ 294,088,108	\$ 552,796,388	\$ 595,772,386
Endowment Investments (Funds held by OU Foundation)	38,291,979	41,420,715	-	-	38,291,979	41,420,715
Student Loans Receivable, Net	-	-	6,493,532	6,691,674	6,493,532	6,691,674
Accounts Receivable, Net	-	-	13,197,748	21,331,066	173,619,165	169,517,024
Due From (To) Other Funds	(7,569,341)	(7,320,339)	(15,091,578)	3,021,502	-	-
Investments	-	-	76,967,916	724,001	96,967,916	724,001
Prepaid Expenses	-	-	4,380,904	4,352,795	4,723,248	4,722,560
Inventory	-	-	-	-	1,785,096	1,723,248
Total Current and Noncurrent Assets	30,722,638	34,100,376	371,157,275	330,209,146	874,677,324	820,571,607
<b>FIXED ASSETS, NET</b>						
Total Assets	\$ 30,722,638	\$ 34,100,376	\$ 883,999,943	\$ 814,292,949	\$ 1,458,074,768	\$ 1,403,390,009
<b>DEFERRED OUTFLOWS</b>						
Total	\$ -	\$ -	\$ 17,426,915	\$ 557,589	\$ 17,426,915	\$ 557,589
<b>LIABILITIES &amp; NET ASSETS</b>						
<b>CURRENT LIABILITIES</b>						
Accounts Payable	\$ -	\$ -	\$ 11,689,521	\$ 5,967,275	\$ 67,332,373	\$ 35,261,923
OPEB Obligation	-	-	3,959,000	3,598,000	3,959,000	3,598,000
Net Pension Liability	-	-	197,022,909	-	197,022,909	-
Current Portion of L-T Debt	-	-	6,514,051	6,065,811	8,656,534	8,494,313
Accrued Interest Payable	-	-	1,042,529	1,086,087	1,891,015	1,947,877
Accrued Expenses	-	-	2,706,683	6,375,154	24,133,174	24,898,417
Deferred Revenue	-	-	496,221	243,711	6,032,464	6,449,790
Deposits Held in Custody for Others	-	-	2,227,947	9,848,259	2,597,842	9,848,259
Total Current Liabilities	-	-	225,658,860	33,184,298	311,625,310	90,498,579
<b>LONG-TERM LIABILITIES</b>						
OPEB Obligation	-	-	88,919,834	81,377,834	88,919,834	81,377,834
Federal Loan Program Refundable	-	-	7,147,600	7,060,155	7,147,600	7,060,155
Accrued Expenses	-	-	763,423	2,135,978	6,806,793	8,299,472
Bonds, Notes, Master Lease Obligations	-	-	116,231,769	103,762,681	162,642,926	171,260,221
Total Long-Term Liabilities	-	-	213,062,626	194,336,649	265,517,153	267,997,682
Total Current and Long-Term Liabilities	-	-	438,721,486	227,520,947	577,142,463	358,496,261
<b>DEFERRED INFLOWS</b>						
Total	\$ -	\$ -	\$ 49,878,229	\$ 770,921	\$ 49,878,229	\$ 770,921
<b>NET ASSETS</b>						
Unrestricted	-	-	15,935,723	176,844,252	421,892,160	597,332,865
Restricted	3,366,458	3,434,280	6,794,571	6,122,611	7,314,653	3,738,131
Endowment	27,356,181	30,666,096	-	-	27,356,181	30,666,096
Capital Assets, Net of Related Debt	-	-	390,096,848	398,513,787	391,917,997	407,724,801
Total Net Assets	30,722,638	34,100,376	412,827,143	581,480,649	848,480,990	1,039,461,894
<b>Total Liabilities &amp; Net Assets</b>	\$ 30,722,638	\$ 34,100,376	\$ 851,548,628	\$ 809,001,596	\$ 1,425,623,453	\$ 1,397,958,155

**OU HEALTH SCIENCES CENTER  
STATEMENT OF CHANGES IN NET ASSETS  
FOR THE NINE MONTHS ENDING MARCH 31, 2016  
UNAUDITED - MANAGEMENT'S USE ONLY**

	Education & General		Sponsored Programs		Clinical Operations	
	03/31/16	% of Budget	03/31/16	% of Budget	03/31/16	% of Budget
<b>REVENUES:</b>						
Tuition & Fees	\$ 52,446,173	93.1%	\$ 51,141,499	0.0%	\$ -	0.0%
Grants & Contracts	-	0.0%	-	81.9%	52,988,422	43.1%
Sales and Services	-	0.0%	-	0.0%	324,047,287	87.1%
Slate Appropriations	66,073,592	67.5%	75,425,364	0.0%	-	0.0%
Private Gifts	-	0.0%	-	0.0%	6,108,934	71.9%
On Behalf Payments	7,917,012	69.8%	8,490,981	0.0%	-	0.0%
Slate School Land Funds	-	0.0%	-	0.0%	-	0.0%
Endowment Income	12,613,644	90.1%	10,565,358	0.0%	-	0.0%
Investment Income	-	0.0%	-	0.0%	1,174,979	97.9%
Other Revenue	14,185,048	109.1%	13,701,737	84.9%	54,321,495	110.9%
<b>Total Revenue</b>	<b>153,235,468</b>	<b>79.6%</b>	<b>159,324,938</b>	<b>81.9%</b>	<b>438,641,116</b>	<b>79.2%</b>
<b>EXPENSES:</b>						
Compensation & Benefits	108,121,721	73.4%	102,659,828	81.6%	274,672,245	76.4%
Depreciation	-	0.0%	-	0.0%	-	0.0%
Scholarships and Fellowships	214,998	45.7%	139,270	50.2%	167,613	115.6%
Utilities	6,818,767	59.3%	6,802,388	6.7%	130,332	3.7%
Debt Service - Interest and Fees	23,364	58.4%	25,878	0.0%	110,876	63.4%
Professional and Technical Fees	2,935,804	86.3%	3,995,566	97.7%	13,291,773	102.2%
Maintenance and Repair	5,449,867	72.7%	6,296,638	135.6%	3,274,122	72.8%
Supplies and Materials	1,325,569	75.7%	1,531,933	66.0%	84,218,641	84.2%
Travel	641,945	61.1%	788,711	74.8%	3,222,207	53.7%
Communications	3,381,300	169.1%	1,520,147	79.7%	3,406,736	68.1%
Other Expenses	17,449,642	99.7%	25,120,115	74.5%	49,282,675	79.5%
<b>Total Expenses</b>	<b>146,362,978</b>	<b>76.0%</b>	<b>148,880,473</b>	<b>78.4%</b>	<b>431,777,220</b>	<b>78.0%</b>
<b>Net Incr (Decr) in Net Assets</b>	<b>\$ 6,872,490</b>		<b>\$ 10,444,465</b>		<b>\$ 6,863,896</b>	
						<b>\$ 23,082,010</b>

**OU HEALTH SCIENCES CENTER  
STATEMENT OF CHANGES IN NET ASSETS  
FOR THE NINE MONTHS ENDING MARCH 31, 2016  
UNAUDITED - MANAGEMENT'S USE ONLY**

	Auxiliary Enterprises		Regents' Fund		Other Funds		Total	
	03/31/16	% of Budget	03/31/16	03/31/15	03/31/16	03/31/15	03/31/16	03/31/15
<b>REVENUES:</b>								
Tuition & Fees	\$ 1,244,365	85.8%	\$ -	\$ -	\$ 1,593,230	\$ 1,220,734	\$ 55,283,768	\$ 53,660,362
Grants & Contracts	-	0.0%	-	-	19,184,065	17,824,910	159,011,753	136,853,332
Sales and Services	25,947,450	86.5%	-	-	50,601,358	47,726,675	400,596,095	393,093,781
Slate Appropriations	-	0.0%	-	-	4,237,462	5,172,699	70,311,054	80,598,063
Private Gifts	-	0.0%	106,000	50,000	12,040,395	3,352,193	18,255,329	9,029,084
On Behalf Payments	-	0.0%	-	-	2,162,467	2,263,918	10,079,479	10,754,899
Slate School Land Funds	-	0.0%	-	-	1,858,173	1,556,706	1,858,173	1,556,706
Endowment Income	-	0.0%	-	-	-	-	12,613,644	10,565,358
Investment Income	386,448	38.6%	6,560	1,220,658	4,731,808	4,932,709	6,301,224	7,526,112
Other Revenue	465,263	46.5%	67,823	379,642	42,279,401	38,252,906	111,624,514	104,063,752
<b>Total Revenue</b>	<b>28,043,526</b>	<b>83.8%</b>	<b>180,383</b>	<b>1,650,300</b>	<b>138,688,359</b>	<b>122,303,451</b>	<b>845,935,032</b>	<b>807,701,449</b>
<b>EXPENSES:</b>								
Compensation & Benefits	6,758,906	107.3%	-	-	78,876,642	75,496,502	511,658,390	\$ 476,754,006
Depreciation	3,690,086	92.3%	-	-	17,064,031	17,247,326	20,754,117	20,450,312
Scholarships and Fellowships	-	0.0%	730,000	418,500	299,319	192,280	2,215,340	1,973,192
Utilities	969,336	27.7%	-	-	1,069,250	1,636,981	8,989,096	10,209,152
Debt Service - Interest and Fees	2,240,586	44.8%	-	-	3,527,489	3,606,412	5,902,316	6,269,323
Professional and Technical Fees	304,345	35.8%	-	-	4,101,449	2,995,078	25,520,405	20,199,052
Maintenance and Repair	608,170	20.3%	-	-	2,806,921	2,071,189	12,850,860	12,525,387
Supplies and Materials	1,261,220	31.5%	-	-	4,052,545	5,862,925	95,938,830	88,898,368
Travel	346,585	60.3%	-	-	1,027,812	1,074,182	6,360,631	6,499,376
Communications	266,739	118.6%	-	-	753,278	585,565	7,987,368	5,482,213
Other Expenses	2,524,696	42.1%	688,732	574,045	13,749,640	13,632,161	111,117,915	111,193,664
<b>Total Expenses</b>	<b>18,970,668</b>	<b>56.7%</b>	<b>1,418,732</b>	<b>992,545</b>	<b>127,328,378</b>	<b>124,400,601</b>	<b>809,295,268</b>	<b>760,454,044</b>
<b>Net Incr (Decr) in Net Assets</b>	<b>\$ 9,072,858</b>		<b>\$ (1,238,349)</b>	<b>\$ 657,756</b>	<b>\$ 11,359,981</b>	<b>\$ (2,097,150)</b>	<b>\$ 36,639,764</b>	<b>\$ 47,247,405</b>

**EXHIBIT D**

<u>Firm Name</u>	<u>Date Initiated</u>	<u>Work Performed</u>	<u>Fee</u>
<u>For the Norman Campus:</u>			
Cabbiness Engineering, LLC Norman, OK	January 13, 2016	Site Assessment, Construction Plans, Site Visits – Golf Course Maintenance Building Relocation	\$3,300
JHBR, Inc. Oklahoma City	September 28, 2015	Architectural Design, Construction Documents, Construction Administration – Jimmie Austin OU Golf Clubhouse	15,690
Kirkpatrick Forest Curtis PC, Oklahoma City	October 28, 2015	Structural Engineering Design – Stubbeman Place, Starbucks	15,710
	March 7, 2016	Structural Condition Assessment – Cobblestone Creek Clubhouse	1,320
<u>For the Health Sciences Center, Oklahoma City:</u>			
Rees Associates, Inc. Oklahoma City	September 14, 2015	Architectural Predesign – Cancer Center Clinic and Patient Support Facility	100,000
<u>For OU-Tulsa:</u>			
Cynergy AEC Tulsa	July 17, 2014	Structural and Electrical Engineering Design, Documentation and Construction Administration – Schusterman Center, Switchyard Transformer Enclosures	20,530
Leidos Engineering, LLC Oklahoma City	October 13, 2015	Spill Prevention, Control, and Countermeasure Plan Update – Schusterman Center	1,120
Mass Architects, Inc. Oklahoma City	November 24, 2014	Conceptual Exterior/Interior Renderings – Schusterman Center, Building 4 Proposed Center for Engineering	2,400

No construction management firms completed on-call projects during the third quarter of fiscal year 2016.



CUMULATIVE TOTAL PROFESSIONAL ARCHITECTURAL AND ENGINEERING  
FEES FOR WORK  
COMPLETED BY ON-CALLS THROUGH THE THIRD QUARTER  
OF FISCAL YEAR 2015-2016

For the Norman Campus:

	<u>Firm Name</u>	<u>Total Fees</u>
	Cabbiness Engineering, Inc.	\$19,156
	Cardinal Engineering, Inc.	15,800
	Frankfurt-Short-Bruza Associates, P.C.	25,000
	JHBR, Inc.	15,690
	Kirkpatrick Forest Curtis PC	26,028
	MA+ Architecture	<u>10,145</u>
	Total, Norman Campus	<u>\$111,819</u>

For Health Sciences Center, Oklahoma City:

	<u>Firm Name</u>	<u>Total Fees</u>
	Rees Associates, Inc.	<u>\$100,000</u>
	Total, Health Sciences Center, Oklahoma City	<u>\$100,000</u>

For OU-Tulsa:

	<u>Firm Name</u>	<u>Total Fees</u>
	Cynergy AEC	\$41,429
	Leidos Engineering	1,120
	Mass Architects, Inc.	2,400
	McFarland Architects, PC	3,565
	Pinnacle Design Group, LLC	<u>22,300</u>
	Total, OU, Tulsa	<u>\$70,814</u>

Total for Architects and Engineers, All Campuses	<u>\$282,633</u>
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CUMULATIVE TOTAL CONSTRUCTION MANAGEMENT FEES FOR WORK  
COMPLETED BY ON-CALLS THROUGH THE THIRD QUARTER  
OF FISCAL YEAR 2015-2016

For the Norman Campus:

	<u>Firm Name</u>	<u>Total Fees</u>
	Lippert Brothers, Inc.	\$72,360
	Manhattan Construction Company	<u>10,453</u>
	Total, Norman Campus	\$82,813

For Health Sciences Center, Oklahoma City:  
None

For OU-Tulsa:  
None

Total for Construction Managers, All Campuses	<u>\$82,813</u>
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**EXHIBIT E**

**UNIVERSITY OF OKLAHOMA REPORT OF PURCHASES  
FOR THE QUARTER ENDED MARCH 31, 2016**

	<b>Supplier</b>	<b>Amount</b>	<b>Campus</b>	<b>Department</b>	<b>Explanation</b>	<b>Category</b>	<b>Method</b>
1.	3M Company	\$200,000	HSC	College of Medicine	Software	IT Product/ Supply/Service	Competed
2.	Advanced System Group	\$ 90,641	Norman	National Weather Center	Spectra T50e Tape Library	IT Product/ Supply/Service	Competed
3.	Agilent Technologies, Inc.	\$ 61,229	HSC	College of Medicine	Liquid Handling Platform	Lab/Medical/ Research Equipment	<b>Negotiated</b>
4.	AIP Enterprises, LLC	\$798,798	Norman	Facilities Management	Building Relocation	Building/Ground Improvements	Competed
5.	Allwine Roofing & Construction, Inc.	\$ 74,673	Tulsa	Operations	Roof Replacement	Building/Ground Improvements	Competed
6.	American Hotel Register Company	\$ 55,913	Norman	Housing & Food Services	Mattresses	Furniture	Competed
7.	Apple, Inc.	\$100,000	HSC	Information Technology	IT Hardware	IT Product/ Supply/Service	Competed
8.	AT&T Datacomm Inc.	\$165,000	Norman	Information Technology	Back-up Battery System	IT Product/ Supply/Service	Competed
9.	Beckman Coulter, Inc.	\$ 99,572	HSC	Microbiology & Immunology	Centrifuge	Lab/Medical/ Research Equipment	Competed
10.	Berriehill Research	\$ 57,600	Norman	Advanced Radar Research Center	Consulting Services	Professional Services	<b>Negotiated</b>
11.	Calero Software, LLC	\$ 61,000	HSC	Information Technology	Software	IT Product/ Supply/Service	<b>Negotiated</b>
12.	Campbell Scientific Inc.	\$526,375	Norman	National Weather Center	Measurement & Control Datalogger	IT Product/ Supply/Service	<b>Negotiated</b>
13.	Capitol Decisions Inc.	\$185,000	Norman	Budget Office	Consulting Services	Professional Services	Negotiated
14.	Carestream Health, Inc.	\$160,389	Tulsa	Medical Informatics	Software	IT Product/ Supply/Service	Competed
15.	Carrier Corporation	\$ 68,663	HSC	Site Support	Chiller Repair	Building/Ground Improvements	<b>Negotiated</b>
16.	Course Crafters	\$ 69,956	Norman	Jimmie Austin OU Golf Course	Bunker Renovations	Building/Ground Improvements	Competed
17.	Course Crafters	\$228,210	Norman	Jimmie Austin OU Golf Course	Green Renovations	Building/Ground Improvements	Competed
18.	Edstrom Ind. Inc.	\$203,252	HSC	Comparative Medicine	Watering System	Lab/Medical/ Research Equipment	<b>Negotiated</b>

**EXHIBIT E**

**UNIVERSITY OF OKLAHOMA REPORT OF PURCHASES  
FOR THE QUARTER ENDED MARCH 31, 2016**

	<b>Supplier</b>	<b>Amount</b>	<b>Campus</b>	<b>Department</b>	<b>Explanation</b>	<b>Category</b>	<b>Method</b>
19.	Evergreen Productions, Inc.	\$ 54,000	HSC	Office of the Provost	Marketing Services	Non-Professional Services	<b>Negotiated</b>
20.	Exan Enterprises, Inc.	\$ 55,375	HSC	College of Dentistry	Software Licenses	IT Product/Supply/Service	<b>Negotiated</b>
21.	Hornblower Cruises and Events	\$ 90,000	Norman	College of Continuing Education	Conference Dinner	Conferences/Special Events	<b>Negotiated</b>
22.	Imagenus, Inc.	\$207,919	Tulsa	Operations	Automatic Transfer Switch	Building/Ground Improvements	Competed
23.	Instron Corporation	\$ 99,830	Norman	Aerospace & Mechanical Engineering	Materials Testing System	Lab/Medical/Research Equipment	Competed
24.	International Seismic Company	\$ 68,702	Norman	Geology & Geophysics	Seismic Acquisition Equipment	Lab/Medical/Research Equipment	<b>Negotiated</b>
25.	Jackson Laboratory	\$ 60,113	HSC	Geriatric Medicine	Laboratory Services	Professional Services	Negotiated
26.	Johnson Controls, Inc	\$249,266	Norman	Facilities Management	Chiller Maintenance Plan	Maintenance/Industrial Equipment	<b>Negotiated</b>
27.	Keysight Technologies	\$ 99,996	Norman	Mewborne School of Petroleum & Geological Engineering	G200 Nano Indenter	Lab/Medical/Research Equipment	<b>Negotiated</b>
28.	Kognito Solutions, LLC	\$328,000	HSC	The Center on Child Abuse & Neglect	Online Training	Non-Professional Services	Negotiated
29.	Kreuger International, Inc.	\$305,144	Norman	Center for the Creation of Economic Wealth	Furnishings for the 24,500 Sq Ft University Innovation Hub	Furniture	Competed
30.	Laborie Medical Technologies Corporation	\$ 86,985	HSC	OU Physicians	Urology Testing System	Lab/Medical/Research Equipment	<b>Negotiated</b>
31.	Languageline Solutions	\$ 70,000	Norman	College of Continuing Education	Translation Services	Professional Services	Competed
32.	Latino Community Development Agency	\$201,000	HSC	Pediatrics	Subcontract	Professional Services	Negotiated
33.	Lexmark Enterprises Software, LLC	\$231,578	HSC	Office of the Provost	Transcription Data Extraction Software	IT Product/Supply/Service	Competed
34.	M Squared Lasers, Inc.	\$134,780	Norman	Physics & Astronomy	Laser	Lab/Medical/Research Equipment	<b>Negotiated</b>

**EXHIBIT E**

**UNIVERSITY OF OKLAHOMA REPORT OF PURCHASES  
FOR THE QUARTER ENDED MARCH 31, 2016**

	<b>Supplier</b>	<b>Amount</b>	<b>Campus</b>	<b>Department</b>	<b>Explanation</b>	<b>Category</b>	<b>Method</b>
35.	National Center for Employee Development	\$ 80,000	Norman	College of Continuing Education	Lodging/Meeting Space	Conferences/Special Events	Competed
36.	National Research Corporation	\$ 59,850	HSC	OU Physicians	Membership	Memberships/Dues	<b>Negotiated</b>
37.	North Central Instruments, Inc.	\$209,298	HSC	Stephenson Cancer Center	Laser Microdissection System	Lab/Medical/Research Equipment	<b>Negotiated</b>
38.	Olympus America, Inc.	\$ 80,274	HSC	OU Physicians	Cystoscopy System	Lab/Medical/Research Equipment	<b>Negotiated</b>
39.	Olympus America, Inc.	\$865,138	HSC	OU Physicians	Image Capture & Management System	Lab/Medical/Research Equipment	<b>Negotiated</b>
40.	Optimum Energy Solutions, Inc.	\$223,793	Norman	Athletics	Oklahoma Memorial Stadium Expansion & Renovation	Building/Ground Improvements	Competed
41.	Ovid Technologies, Inc.	\$580,928	HSC	Robert M. Bird Library	Database Access	Subscription	<b>Negotiated</b>
42.	Pam Perkins Caetano	\$113,207	Norman	College of International Studies	Student Housing Rental	Travel	<b>Negotiated</b>
43.	Pentaho Corporation	\$ 50,057	Tulsa	Medical Informatics	Sooner Health Access	Subscription	<b>Negotiated</b>
44.	Planmeca USA	\$ 57,675	HSC	College of Dentistry	3D Upgrade Kit	Lab/Medical/Research Equipment	<b>Negotiated</b>
45.	Presto X	\$ 80,911	Norman	Housing & Food Services	Pest Control	Non-Professional Services	Competed
46.	Professional Data Analysts, Inc.	\$107,920	HSC	College of Public Health	Data Analysis	Professional Services	Negotiated
47.	Quality Stainless, Inc.	\$ 80,292	Norman	Housing & Food Services	Ovens	Maintenance/Industrial Equipment	Competed
48.	Resident Inn by Marriott	\$ 58,800	HSC	Community Partnership & Health Policy	Lodgin for Training Event	Conferences/Special Events	Competed
49.	Restek, Inc.	\$394,360	HSC	Parking & Transportation	Weatherproofing Seal Coat	Building/Ground Improvements	<b>Negotiated</b>
50.	Rfcore Company, Ltd.	\$500,000	Norman	Advanced Radar Research Center	Custom Integrated Circuits	Lab/Medical/Research Equipment	<b>Negotiated</b>

**EXHIBIT E**

**UNIVERSITY OF OKLAHOMA REPORT OF PURCHASES  
FOR THE QUARTER ENDED MARCH 31, 2016**

	<b>Supplier</b>	<b>Amount</b>	<b>Campus</b>	<b>Department</b>	<b>Explanation</b>	<b>Category</b>	<b>Method</b>
51.	Scudder Service & Supply	\$125,764	HSC	Parking & Transportation	Electronic Gates	Building/Ground Improvements	<b>Negotiated</b>
52.	Scudder Service & Supply	\$254,677	HSC	Parking & Transportation	Parking Garage Gates	Building/Ground Improvements	<b>Negotiated</b>
53.	Sigma Solutions	\$134,825	Norman	Information Technology	Cisco Equipment	IT Product/Supply/Service	Competed
54.	Sigma Solutions	\$ 53,113	Norman	National Weather Center	Expansion of Existing Storage	IT Product/Supply/Service	Competed
55.	Sigma Solutions	\$ 56,833	Norman	Information Technology	Cisco & Cabling Accessories	IT Product/Supply/Service	Competed
56.	Sigma Solutions	\$ 88,931	Norman	College of Law	Storage Array	IT Product/Supply/Service	Competed
57.	Sigma Solutions	\$ 83,300	Norman	Information Technology	WIFI Equipment	IT Product/Supply/Service	Competed
58.	Sigma Solutions	\$322,365	Norman	Information Technology	Servers	IT Product/Supply/Service	Competed
59.	Simplex Grinnell	\$ 52,637	Norman	Facilities Management	Fire Alarm & Fire Suppression	Building/Ground Improvements	Competed
60.	SKC Communication Products, LLC	\$ 60,666	Norman	Information Technology	Digital Media Equipment	IT Product/Supply/Service	Competed
61.	SKC Communication Products, LLC	\$ 54,210	Tulsa	Information Technology	Audio/Visual Equipment	IT Product/Supply/Service	Competed
62.	Sooner Legends Restaurant & Catering	\$100,000	Norman	Center for Public Management	Catering Services	Conferences/Special Events	Competed
63.	Southwestern Stationers, Inc.	\$106,234	HSC	College of Medicine	Furniture	Furniture	Competed
64.	Spectral Evolutions, Inc.	\$ 79,895	Norman	Center for Spatial Analysis	Spectroradiometer	Lab/Medical/Research Equipment	<b>Negotiated</b>
65.	SPOK, Inc.	\$135,395	HSC	Information Technology	Software	IT Product/Supply/Service	<b>Negotiated</b>
66.	SPS Company	\$ 88,000	HSC	OU Physicians	Prosthetics	Medical Supplies	<b>Negotiated</b>
67.	Stephan Ladisch	\$ 72,000	HSC	Pediatrics	Strategic Research Plan	Professional Services	Negotiated
68.	Steptoe & Johnson, LLP	\$126,000	Norman	Budget Office	Legal Services	Professional Services	Negotiated
69.	Tribal Technology, Inc.	\$494,524	HSC	The Center on Child Abuse & Neglect	Website Consultant	Non-Professional Services	<b>Negotiated</b>

**EXHIBIT E**

**UNIVERSITY OF OKLAHOMA REPORT OF PURCHASES  
FOR THE QUARTER ENDED MARCH 31, 2016**

	<b>Supplier</b>	<b>Amount</b>	<b>Campus</b>	<b>Department</b>	<b>Explanation</b>	<b>Category</b>	<b>Method</b>
<b>70.</b>	Tulsa Cash Register Company	\$ 95,600	Norman	Housing & Food Services	Annual Point to Point Encryption	IT Product/Supply/Service	<b>Negotiated</b>
<b>71.</b>	Vicon Industries	\$ 71,544	Norman	Aerospace & Mechanical Engineering	Optics Camera	Lab/Medical/Research Equipment	<b>Negotiated</b>
<b>72.</b>	Vizient, Inc.	\$ 98,300	HSC	OU Physicians	Membership	Memberships/Dues	<b>Negotiated</b>
<b>73.</b>	Weatherby Healthcare	\$561,264	HSC	Obstetrics & Gynecology	Locum Tenens Staffing Services	Professional Services	Negotiated
<b>74.</b>	West Interactive Services Corporation	\$202,662	HSC	OU Physicians	Software	IT Product/Supply/Service	<b>Negotiated</b>
<b>75.</b>	Windstream Communications	\$278,050	HSC	Information Technology	Hardware	IT Product/Supply/Service	Competed
<b>76.</b>	Workspace Resource, Inc.	\$193,730	Tulsa	OU Physicians	Furniture	Furniture	Competed

Academic Programs Council  
Approved Course Changes - May 6, 2016

Prefix /Number	Title	Comments
<b>COURSE CHANGES</b>		
<u>College of Architecture</u>		
CNS	4133 BIM for Constructors	Change Description
<u>College of Arts and Sciences</u>		
ANTH	3453 Contemporary Native American Issues	Change Description
CAS	4091 Career Planning for Arts and Sciences Students (old)	Change Course Number
	2091 Career Planning for Arts and Sciences Students (new)	Change Description Change Course Level
CL C	1113 Introduction to Classical Studies	Change Title Change Title (Short)
CL C	2603 Survey Of Ancient Greek Culture	Change Title Change Title (Short) Change Description Change Course Level
CL C	2613 Survey of Ancient Roman Culture	Change Title Change Title (Short) Change Description Change Course Level
CL C	3113 Ancient Epic Poetry in English Translation	Change Title Change Title (Short) Change Description Change Course Level
HEBR	3223 Advanced Conversation and Reading Hebrew	Change Title Change Title (Short) Change Description Change Course Level
KIOW	1723 Beginning Kiowa-Continued (old)	Change Course Number
	1725 Beginning Kiowa-Continued (new)	Change Title Change Title (Short) Change Description Change Course Level



**EXHIBIT F**

LIS	5463	Archival Representation and Use	Change Description
LIS	5563	Archival Appraisal	Change Description
MLLL	3073 1073	The Hebrew Bible as Literature (old) The Hebrew Bible as Literature (new)	Change Course Number Change Description Change Course Level
PSY	4243	Decision Making and Problem Solving	Change Description Change Course Level
PSY	4313	Motivation	Change Description
SPAN	3723	Business Spanish II	Change Title Change Title (Short) Change Description

College of Atmospheric and Geographic Sciences

GEOG	1113	The Language of Maps	Change Description Change Course Level
GEOG	1203	Global Environmental Issues	Change Description Change Course Level
GEOG	3023	Principles of Physical Geography	Change Description Change Course Level
GEOG	3243	Principles of Economic Geography	Change Description Change Course Level
GEOG	3513	Political Geography	Change Description Change Course Level
GEOG	3924	Quantitative Methods	Change Description
GEOG	4283	Biogeography	Change Description Change Course Level
GEOG	5283	Biogeography	Change Description
GIS	4200	Internship in Geoinformatics	Change Description Change Course Level
METR	5303	Objective Analysis	Change Description Change Course Level

Price College of Business

FIN	4113	Derivative Securities and Markets	Change Description
FIN	4513	Financial Risk Management	Change Description
FIN	4613	Student Investment Fund	Change Description
FIN	4713	Fixed Income Securities and Markets	Change Description
HCB	4363	Business Infrastructure and Cyber Security	Change Description
MIS	4363	Business Infrastructure and Cyber Security	Change Description
MIS	4433	Project Management	

Jeannine Rainbolt College of Education

EIPT	3483	Cognition, Motivation, and Classroom Management for Teachers	Change Title Change Title (Short) Change Description Change Course Level
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College of Engineering

C S	5005	Computing Structures	Change Description
CEES	2213	CADD Fundamentals	Change Description
CEES	4113	Building Lighting and Electrical Systems	Change Description
CEES	5303	Asphalt Materials and Mix Design	Change Description Change Course Level
CEES	5653	Advanced Mechanics of Materials	Change Description Change Course Level
CEES	5683	Dynamics of Structures	Change Description Change Course Level
ECE	4383	Integrated Circuit Fabrication Technology	Change Title Change Title (Short) Change Course Level
ECE	5383	Integrated Circuit Fabrication Technology	Change Title Change Title (Short) Change Course Level

Weitzenhoffer College of Fine Arts

DRAM	3613	Directing I	Change Description
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College of Law

LAW	6331	Oklahoma Journal Of Law And Technology	Change Title
			Change Title (Short)
			Change Description
			Change Course Level

## COURSE DELETIONS

College of Architecture

I D	3723	Lighting Design
I D	3793	Interior Materials and Specifications

College of Arts and Sciences

ANTH	4933	Advanced Biological Anthropology
LIS	3003	Object-Oriented Information Systems
LIS	4233	Introduction to Knowledge Management
LIS	4603	Information and Communication Technology
LIS	4733	Knowledge Discovery Through Data Mining
SPAN	3623	Business Spanish I

Price College of Business

B AD	4363	Business Infrastructure and Cyber Security
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Weitzenhoffer College of Fine Arts

MUED	3260	Field Experience for MUTE 3262
MUED	3270	Field Experience for MUTE 3272

## NEW COURSES

College of Architecture

L A	4423	Human Experience of the Environment
L A	5423	Human Experience of the Environment

College of Arts and Sciences

AFAM	4663	Race, Power, and Privilege
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ANTH	4223	The Anthropology of Childhood
ANTH	4683	Quantitative Data Analysis in the Social Sciences and Anthropology
BIOL	4013	Insect Ecology
BIOL	5013	Insect Ecology
BIOL	4023	Field Mammalogy
BIOL	5023	Field Mammalogy
BIOL	4063	Field Herpetology
BIOL	5063	Field Herpetology
BIOL	4553	Wetlands Ecology
BIOL	5553	Wetlands Ecology
COMM	3543	Conflict Management and Negotiation
COMM	3563	Risk and Crisis Communication
FR	5653	The French Atlantic
HIST	1101	The Experience of War
H R	5880	Human Relations Capstone
LGBT	1003	Introduction to LGBTQ Studies
LIS	5673	Introduction to Information Visualization
LIS	4673	Introduction to Information Visualization
PHIL	3243	Civility
P SC	5923	Introduction to Analysis of Political Data
S WK	5363	Health & Social Work
WGS	3063	Topics in United States Women's Movements
WGS	3213	Race, Gender and Greek Life
WGS	3403	Race and Reproduction

Price College of Business

B AD	5172	Business, Government and Society
B AD	5812	Global Business Experience
B AD	5822	Business Consulting Practicum
B AD	5832	Applied Business Internship
ENT	5102	Entrepreneurship & Innovation
MIT	5752	Cloud Computing

College of Liberal Studies

LSAL	4683	Development in Grant Writing
LSAL	4793	Exploring Race and Gender in Film
LSAL	5793	Exploring Race and Gender in Film
LSAL	5193	Creating, Leading, and Managing Change
LSAL	5223	Financial Leadership
LSAL	5253	Ethics in Organizations
LSAL	5273	Planning in Organizations
LSAL	5283	Building High Performance Teams
LSAL	5293	Leadership in Practice
LSAL	5323	Fundraising and Budgeting
LSAL	5353	Non-Profit Governance
LSAL	5363	Staffing and Talent Management in Organizations
LSAL	5553	Assessment-Based Coaching
LSAL	5573	Careers in Coaching
LSAL	5593	Development and Grant Writing
LSAL	5713	Significance of Race in Society in the United States

LSAL      5733      Overcoming Educational Inequality in the  
   United States

College of Engineering

CH E      5533      Materials Design for Energy Application

ECE      4393      Integrated Circuit Fabrication Technology II

ECE      5393      Integrated Circuit Fabrication Technology II

QUARTERLY FINANCIAL ANALYSIS  
For the quarter ended March 31, 2016

EXECUTIVE SUMMARY

Highlights from the *Statements of Net Position* as of March 31, 2016 and *Statements of Revenues, Expenses and Changes in Net Position* for the nine months then ended are presented below.

STATEMENTS OF NET POSITION

- Total assets of \$2.3 billion exceeded related liabilities of \$1.7 billion by \$601.4 million.
- Education & General assets of \$115.9 million exceeded related liabilities of \$23.5 million by \$92.4 million.
- Sponsored Program assets of \$15.1 million offset related liabilities of \$15.1 million.
- Auxiliary Enterprise assets of \$825.4 million exceeded related liabilities of \$589.4 million by \$236.0 million.
- Service Unit assets of \$200.4 million exceeded related liabilities of \$135.2 million by \$65.1 million.
- Regents' Fund assets of \$120.5 million exceeded related liabilities of \$38.5 million by \$82.0 million.
- Other Fund assets of \$1.0 billion exceeded related liabilities of \$900.8 million by \$126.0 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. Liabilities of \$900.8 million include the University's proportional allocation of the Oklahoma Teachers Retirement System unfunded pension obligation of \$282.8 million.

STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

- Total revenues of \$933.3 million exceeded expenses of \$870.8 million by \$62.5 million.
- Education & General revenues of \$466.9 million exceeded expenses of \$448.8 million, resulting in a net increase of \$18.1 million.
- Sponsored Program revenues of \$113.3 million offset expenses of \$113.3 million.
- Auxiliary Enterprise revenues of \$189.8 million trailed expenses of \$194.9 million, resulting in a net decrease of \$5.1 million.
- Regents' Fund revenues of \$(1.8) million trailed expenses of \$5.5 million, resulting in a net decrease of \$7.4 million.
- Other Fund revenues of \$165.1 million exceeded expenses of \$108.2 million, resulting in a net increase of \$56.9 million.

Regents' Fund financial highlights as of March 31, 2016, and for the nine months then ended are presented below.

- As of March 31, 2016, the Regents' Fund consisted of 233 individual funds under the governance of the Board of Regents of the University of Oklahoma. Net assets totaled \$120.5 million, a \$7.4 million (5.8%) decrease from June 30, 2015.
- As of March 31, 2016, the market value of assets held by the University of Oklahoma Foundation on behalf of the Regents' Fund totaled \$117.8 million.
- Regents' Fund assets held in the Foundation's Consolidated Investment Fund (CIF) had a net market value of \$84.4 million, a \$4.6 million (5.2%) decrease from June 30, 2015. For the nine months ended March 31, 2016, the CIF reported earnings of -4.4% which trailed its benchmark of -3.5% by 90 basis points.
- Regents' Fund assets held in the Foundation's Expendable Investment Pool (EIP) had a net market value of \$33.4 million, an \$8.9 million (21.1%) decrease from June 30, 2015. For the nine months ended March 31, 2016, the EIP reported earnings of -1.5%, which trailed its benchmark rate of -1.0% by 50 basis points.



UNIVERSITY OF OKLAHOMA - NORMAN CAMPUS  
STATEMENT OF NET POSITION  
AS OF MARCH 31, 2016 AND 2015  
UNAUDITED - MANAGERMENTS USE ONLY

	Education & General		Sponsored Programs		Auxiliary Enterprises		Service Units	
	3/31/2016	3/31/2015	3/31/2016	3/31/2015	3/31/2016	3/31/2015	3/31/2016	3/31/2015
<b>ASSETS</b>								
<b>CURRENT AND NONCURRENT ASSETS</b>								
Cash and Cash Equivalents	\$ -	\$ 45,165,000	\$ 94,076,000	\$ 85,490,000	\$ 247,339,000	\$ 53,250,000	\$ 62,640,000	\$ 56,872,000
Investments	-	-	30,000	32,000	-	-	-	-
Student Loans Receivable, Net	-	-	-	-	-	-	-	-
Accounts Receivable, Net	18,066,000	18,226,000	29,634,000	28,027,000	6,350,000	5,006,000	8,227,000	8,638,000
Due From (To) Other Funds	97,824,000	86,824,000	(108,642,000)	(99,085,000)	1,167,000	1,156,000	-	-
Deposits and Prepaid Expenses	-	-	-	-	7,436,000	7,043,000	1,155,000	1,082,000
Inventory	-	-	-	-	3,619,000	2,825,000	668,000	622,000
Total Current and Noncurrent Assets	115,890,000	150,215,000	15,098,000	14,464,000	265,911,000	69,280,000	72,690,000	67,214,000
<b>FIXED ASSETS, NET</b>	-	-	-	-	559,468,000	530,733,000	127,678,000	127,179,000
<b>Total Assets</b>	\$ 115,890,000	\$ 150,215,000	\$ 15,098,000	\$ 14,464,000	\$ 825,379,000	\$ 600,013,000	\$ 200,368,000	\$ 194,393,000
<b>LIABILITIES &amp; NET ASSETS</b>								
<b>CURRENT AND NONCURRENT LIABILITIES</b>								
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ 7,293,000	\$ 5,388,000	\$ 3,133,000	\$ 3,362,000
Utilities Management Agreement	-	-	-	-	-	-	-	-
OPEB Obligation	-	-	-	-	18,793,000	15,355,000	2,508,000	2,300,000
Current Portion of L-T Debt	-	-	-	-	13,698,000	10,828,000	4,529,000	4,413,000
Accrued Expenses	23,467,000	22,061,000	-	-	27,046,000	27,495,000	12,541,000	11,812,000
Deferred Income	40,000	100,000	15,097,000	14,463,000	-	-	-	-
Deposits Held in Custody for Others	-	-	-	-	-	-	-	-
Total Current and Noncurrent Liabilities	23,507,000	22,161,000	15,097,000	14,463,000	66,830,000	59,066,000	22,711,000	21,887,000
<b>LONG-TERM LIABILITIES</b>								
Utilities Management Agreement	-	-	-	-	-	-	-	-
OPEB Obligation	-	-	-	-	-	-	-	-
Net Pension Obligation	-	-	-	-	-	-	-	-
Federal Loan Program Refundable Contribution	-	-	-	-	-	-	-	-
Bonds and Master Lease Obligations	-	-	-	-	522,586,000	298,173,000	112,515,000	105,551,000
Total Long-Term Liabilities	-	-	-	-	522,586,000	298,173,000	112,515,000	105,551,000
Total Liabilities	23,507,000	22,161,000	15,097,000	14,463,000	589,416,000	357,239,000	135,226,000	127,438,000
<b>NET POSITION</b>								
Unrestricted	92,383,000	128,054,000	-	-	217,874,000	25,569,000	52,487,000	47,627,000
Restricted	-	-	1,000	1,000	-	-	-	-
Endowment	-	-	-	-	-	-	-	-
Capital Assets, Net of Related Debt	-	-	-	-	18,089,000	217,205,000	12,655,000	19,328,000
Total Net Position	92,383,000	128,054,000	1,000	1,000	235,963,000	242,774,000	65,142,000	66,955,000
<b>Total Liabilities &amp; Net Position</b>	\$ 115,890,000	\$ 150,215,000	\$ 15,098,000	\$ 14,464,000	\$ 825,379,000	\$ 600,013,000	\$ 200,368,000	\$ 194,393,000

UNIVERSITY OF OKLAHOMA - NORMAN CAMPUS  
 STATEMENT OF NET POSITION  
 AS OF MARCH 31, 2016 AND 2015  
 UNAUDITED - MANAGERMENTS USE ONLY

	Regents' Fund		Other Funds		Total	
	3/31/2016	3/31/2015	3/31/2016	3/31/2015	3/31/2016	3/31/2015
<b>ASSETS</b>						
<b>CURRENT AND NONCURRENT ASSETS</b>						
Cash and Cash Equivalents	\$ 59,000	\$ 602,000	\$ 77,028,000	\$ 107,567,000	\$ 481,142,000	\$ 348,946,000
Investments	118,198,000	131,955,000	14,095,000	10,026,000	132,323,000	142,013,000
Student Loans Receivable, Net	2,258,000	2,119,000	17,579,000	17,543,000	19,837,000	19,662,000
Accounts Receivable, Net	1,000	6,000	10,742,000	10,981,000	73,020,000	70,884,000
Due From (To) Other Funds	-	-	9,651,000	11,105,000	-	-
Deposits and Prepaid Expenses	-	-	5,949,000	6,226,000	14,540,000	14,351,000
Inventory	-	-	537,000	519,000	4,824,000	3,966,000
Total Current and Noncurrent Assets	120,516,000	134,682,000	135,581,000	163,967,000	725,686,000	593,822,000
<b>FIXED ASSETS, NET</b>						
	-	-	891,241,000	853,648,000	1,578,387,000	1,511,560,000
<b>Total Assets</b>	\$ 120,516,000	\$ 134,682,000	\$ 1,026,822,000	\$ 1,017,615,000	\$ 2,304,073,000	\$ 2,111,382,000
<b>LIABILITIES &amp; NET ASSETS</b>						
<b>CURRENT AND NONCURRENT LIABILITIES</b>						
Accounts Payable	\$ 66,000	\$ 2,594,000	\$ 35,143,000	\$ 36,188,000	\$ 45,635,000	\$ 47,532,000
Utilities Management Agreement	-	-	4,720,000	4,720,000	4,720,000	4,720,000
OPEB Obligation	-	-	5,250,000	4,912,000	5,250,000	4,912,000
Current Portion of L-T Debt	-	-	11,158,000	14,164,000	32,459,000	31,819,000
Accrued Expenses	-	-	7,369,000	5,013,000	49,063,000	42,315,000
Deferred Income	-	-	-	-	54,724,000	53,870,000
Deposits Held in Custody for Others	38,467,000	41,469,000	265,000	-	38,732,000	41,469,000
Total Current and Noncurrent Liabilities	38,533,000	44,063,000	63,905,000	64,997,000	230,583,000	226,637,000
<b>LONG-TERM LIABILITIES</b>						
Utilities Management Agreement	-	-	90,120,000	90,120,000	90,120,000	90,120,000
OPEB Obligation	-	-	96,967,000	88,543,000	96,967,000	88,543,000
Net Pension Obligation	-	-	282,841,000	-	282,841,000	-
Federal Loan Program Refundable Contribution	-	-	14,440,000	14,404,000	14,440,000	14,404,000
Bonds and Master Lease Obligations	-	-	352,573,000	362,583,000	987,674,000	766,307,000
Total Long-Term Liabilities	-	-	836,941,000	555,650,000	1,472,042,000	959,374,000
Total Liabilities	38,533,000	44,063,000	900,846,000	620,647,000	1,702,625,000	1,186,011,000
<b>NET POSITION</b>						
Unrestricted	66,000	2,594,000	(401,534,000)	(79,993,000)	(38,724,000)	123,911,000
Restricted	29,292,000	35,068,000	-	-	29,293,000	35,069,000
Endowment	52,625,000	52,957,000	-	-	52,625,000	52,957,000
Capital Assets, Net of Related Debt	-	-	527,510,000	476,901,000	558,254,000	713,434,000
Total Net Position	81,983,000	90,619,000	125,976,000	396,968,000	601,448,000	925,371,000
<b>Total Liabilities &amp; Net Position</b>	\$ 120,516,000	\$ 134,682,000	\$ 1,026,822,000	\$ 1,017,615,000	\$ 2,304,073,000	\$ 2,111,382,000

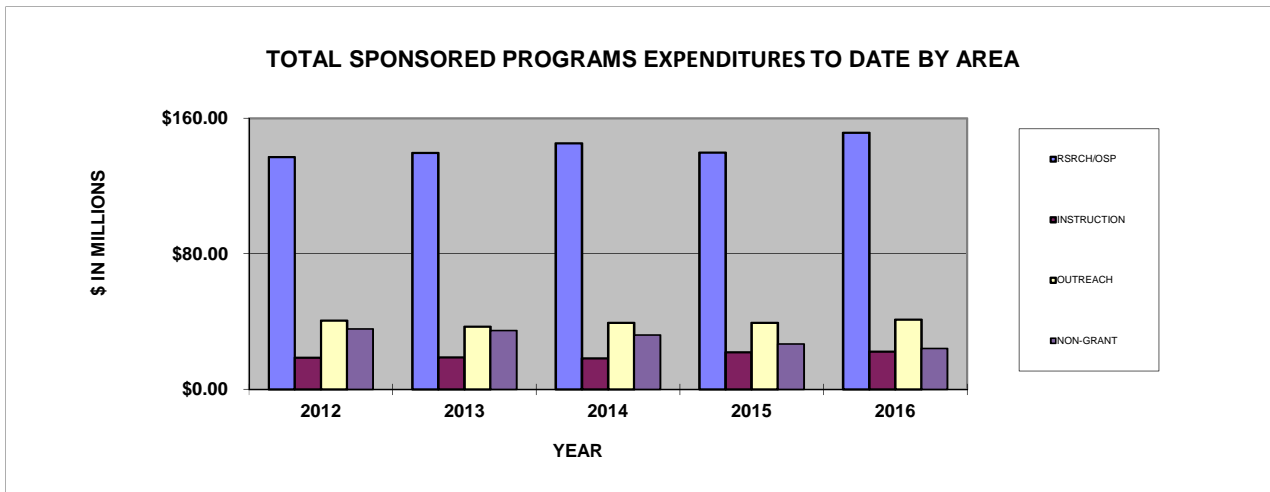
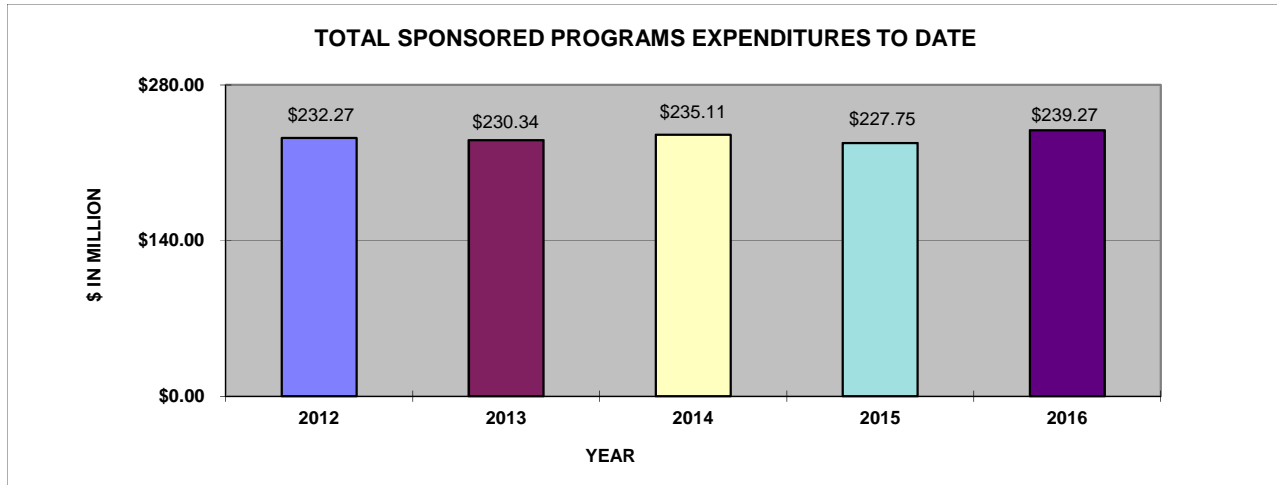
**UNIVERSITY OF OKLAHOMA - NORMAN CAMPUS**  
**STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**AS OF MARCH 31, 2016 AND 2015**  
**UNAUDITED - MANagements USE ONLY**

	Education & General		Sponsored Programs		Auxiliary Enterprises	
	3/31/2016	% of Budget 3/31/2015	3/31/2016	% of Budget 3/31/2015	3/31/2016	% of Budget 3/31/2015
<b>REVENUES:</b>						
Tuition and Fees	\$ 292,629,000	97.4%	\$ -	0.0%	\$ 7,153,000	130.3%
Sponsored Programs	9,397,000	112.2%	113,241,000	81.8%	1,878,000	0.0%
Sales and Services	15,071,000	34.2%	-	0.0%	178,640,000	173.3%
State Appropriations	99,995,000	77.5%	-	0.0%	-	0.0%
Private Gifts	12,016,000	102.2%	-	0.0%	9,000	0.0%
On Behalf Payments	-	0.0%	-	0.0%	-	0.0%
State School Land Funds	-	0.0%	-	0.0%	-	0.0%
Endowment and Investment Income	3,665,000	60.9%	27,000	n/a	70,000	500.0%
Other Sources	34,127,000	95.1%	38,000	n/a	2,090,000	1.6%
Gross Margin	466,900,000	87.2%	113,306,000	81.8%	189,840,000	77.7%
<b>EXPENSES:</b>						
Compensation	256,266,000	83.1%	54,743,000	81.8%	55,793,000	75.5%
Depreciation	-	0.0%	-	0.0%	22,208,000	78.2%
Scholarships and Fellowships	67,273,000	104.7%	2,243,000	81.8%	10,696,000	91.3%
Utilities	24,061,000	74.6%	-	0.0%	11,786,000	75.0%
Cost of Goods Sold	42,000	1400.0%	-	0.0%	15,334,000	78.5%
Debt Service - Interest and Fees	77,000	0.0%	262,000	0.0%	12,618,000	81.8%
Professional and Technical Fees	2,249,000	118.7%	2,415,000	81.8%	1,591,000	63.8%
Maintenance and Repair	11,093,000	78.3%	-	0.0%	10,224,000	69.2%
Supplies and Materials	8,536,000	15.2%	2,427,000	81.8%	7,921,000	86.4%
Travel	5,880,000	141.7%	2,525,000	81.8%	8,497,000	77.8%
Library Books and Periodicals	6,502,000	55.5%	-	0.0%	-	0.0%
Communications	2,937,000	94.0%	353,000	81.9%	1,547,000	66.4%
Other Uses	63,924,000	103.7%	48,338,000	81.8%	36,726,000	86.0%
Total Expenses	448,840,000	80.5%	113,306,000	81.8%	194,941,000	78.9%
<b>Net Increase (Decrease) In</b>	\$ 18,060,000		\$ -		\$ (5,101,000)	
<b>Net Position</b>	\$ 31,343,000		\$ -		\$ (1,960,000)	

**UNIVERSITY OF OKLAHOMA - NORMAN CAMPUS**  
**STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**AS OF MARCH 31, 2016 AND 2015**  
**UNAUDITED - MANAGERMENTS USE ONLY**

	Regents' Fund		Other Funds		Total	
	3/31/2016	3/31/2015	3/31/2016	3/31/2015	3/31/2016	3/31/2015
<b>REVENUES:</b>						
Tuition and Fees	\$ -	\$ -	\$ 81,592,000	\$ 78,285,000	\$ 381,374,000	\$ 360,840,000
Sponsored Programs	-	-	2,256,000	1,364,000	126,772,000	121,349,000
Sales and Services	-	-	-	-	193,711,000	186,164,000
State Appropriations	-	-	-	-	99,995,000	111,706,000
Private Gifts	2,157,000	531,000	16,442,000	1,052,000	30,624,000	11,720,000
On Behalf Payments	-	-	-	-	-	-
State School Land Funds	-	-	7,123,000	6,960,000	7,123,000	6,960,000
Endowment and Investment Income	(4,207,000)	3,128,000	6,164,000	3,122,000	5,719,000	9,066,000
Other Sources	208,000	724,000	51,479,000	68,445,000	87,942,000	105,486,000
Gross Margin	(1,842,000)	4,383,000	165,056,000	159,228,000	933,260,000	913,291,000
<b>EXPENSES:</b>						
Compensation	-	-	8,598,000	7,702,000	375,400,000	360,956,000
Depreciation	-	-	28,036,000	28,682,000	50,244,000	50,114,000
Scholarships and Fellowships	2,339,000	1,517,000	40,696,000	41,707,000	123,247,000	111,798,000
Utilities	-	-	-	-	35,847,000	36,132,000
Cost of Goods Sold	-	-	110,000	152,000	15,486,000	14,273,000
Debt Service - Interest and Fees	-	-	14,702,000	13,132,000	27,659,000	22,725,000
Professional and Technical Fees	-	8,000	7,580,000	2,771,000	13,835,000	9,257,000
Maintenance and Repair	-	-	1,935,000	459,000	23,252,000	20,583,000
Supplies and Materials	-	-	5,319,000	3,604,000	24,203,000	20,999,000
Travel	-	-	852,000	945,000	17,754,000	18,343,000
Library Books and Periodicals	-	-	-	-	6,502,000	7,867,000
Communications	-	-	350,000	369,000	5,187,000	5,049,000
Other Uses	3,174,000	3,286,000	-	-	152,162,000	146,535,000
Total Expenses	5,513,000	4,811,000	108,178,000	99,523,000	870,778,000	824,631,000
<b>Net Increase (Decrease) In Net Position</b>	<b>\$ (7,355,000)</b>	<b>\$ (428,000)</b>	<b>\$ 56,878,000</b>	<b>\$ 59,705,000</b>	<b>\$ 62,482,000</b>	<b>\$ 88,660,000</b>
					<b>% of Total</b>	<b>% of Total</b>
					40.9%	39.5%
					13.6%	13.3%
					20.8%	20.4%
					10.7%	12.2%
					3.3%	1.3%
					0.0%	0.0%
					0.8%	0.8%
					0.6%	1.0%
					9.4%	11.6%
					100.0%	100.0%
					43.1%	43.8%
					5.8%	6.1%
					14.2%	13.6%
					4.1%	4.4%
					1.8%	1.7%
					3.2%	2.8%
					1.6%	1.1%
					2.7%	2.5%
					2.8%	2.5%
					2.0%	2.2%
					0.7%	1.0%
					0.6%	0.6%
					17.5%	17.8%
					100.0%	100.0%

HEALTH SCIENCES CENTER AND NORMAN CAMPUS

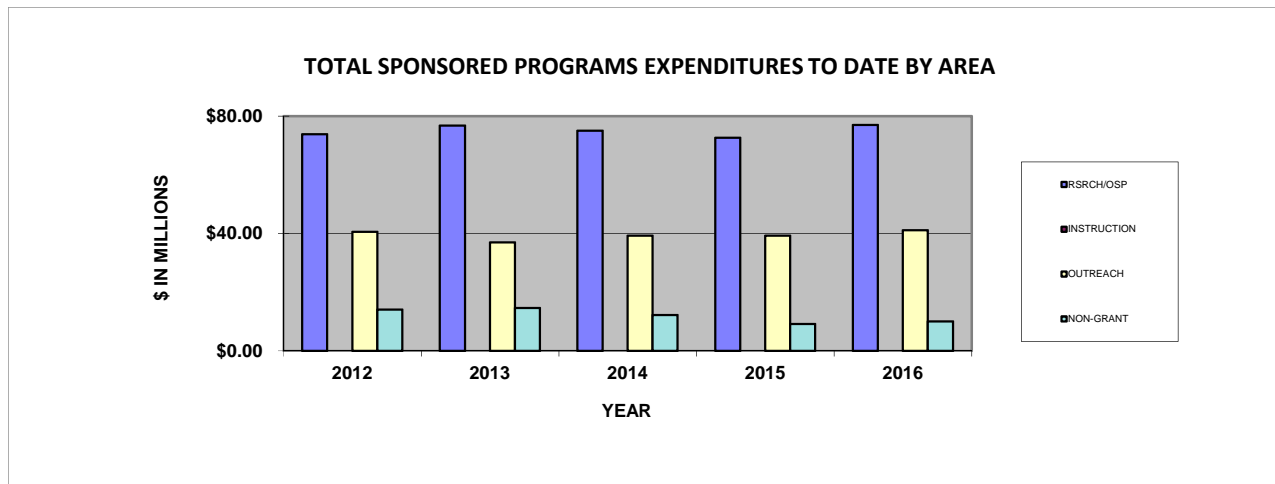
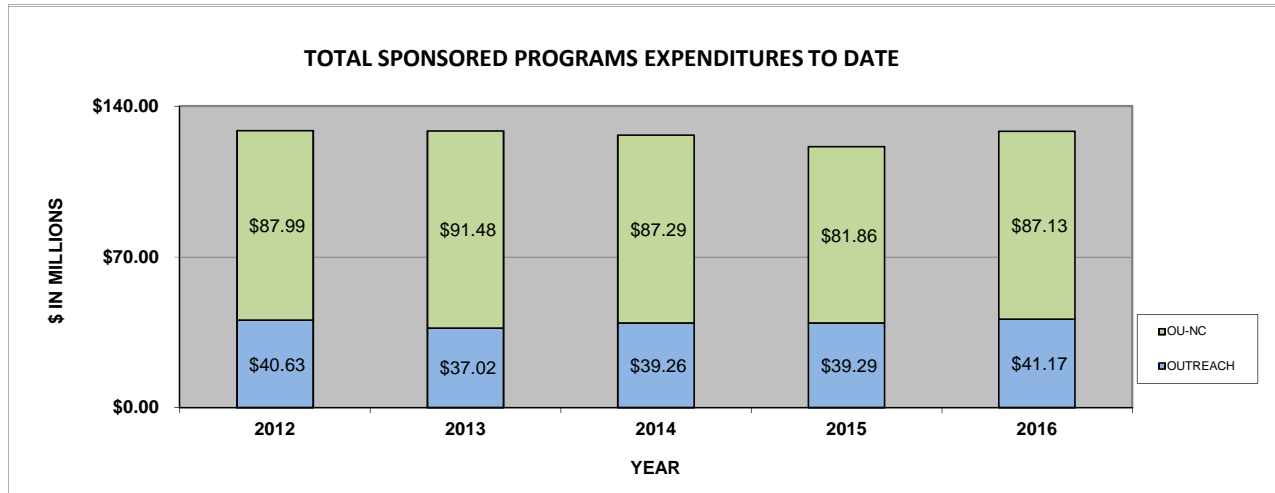


	FY 2016 YEAR	YEAR %CHANGE	FY 2015 YEAR	FY 2016 APR	MONTH %CHANGE	FY 2015 APR
RESEARCH/OSP	\$ 151,571,429	8.47%	\$ 139,736,108	\$ 15,710,608	13.32%	\$ 13,863,838
INSTRUCTION	\$ 22,282,376	1.50%	\$ 21,953,311	\$ 1,910,891	-3.09%	\$ 1,971,877
OUTREACH	\$ 41,165,152	4.78%	\$ 39,287,402	\$ 4,306,126	21.12%	\$ 3,555,198
NON-GRANT/OTHER	\$ 24,249,392	-9.42%	\$ 26,772,473	\$ 3,427,392	33.19%	\$ 2,573,295
TOTAL	\$ 239,268,350	5.06%	\$ 227,749,294	\$ 25,355,017	15.44%	\$ 21,964,209

HEALTH SCIENCES CENTER AND NORMAN CAMPUS

# THE UNIVERSITY OF OKLAHOMA

## NORMAN CAMPUS

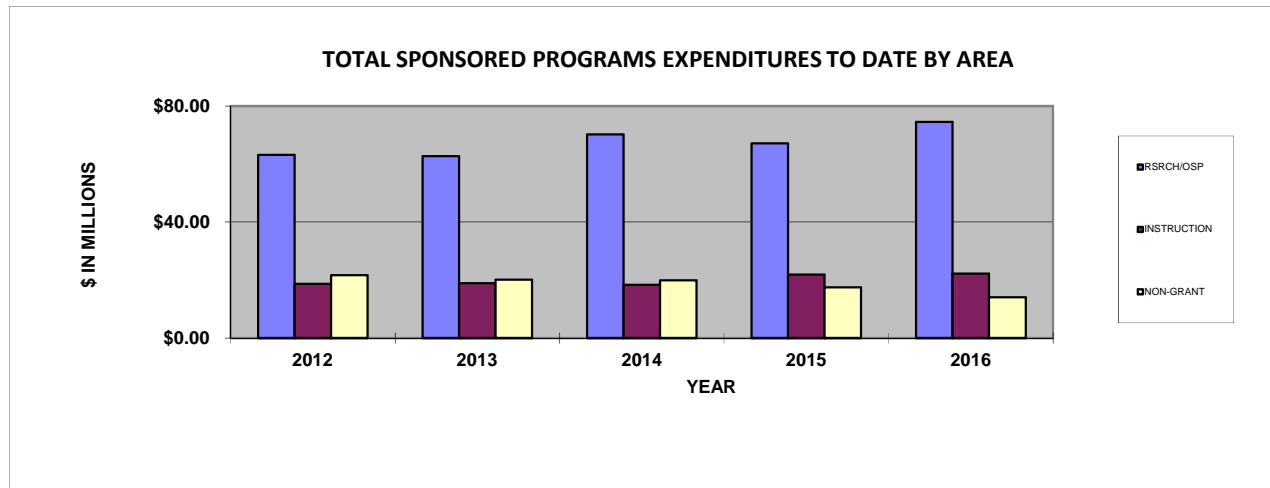
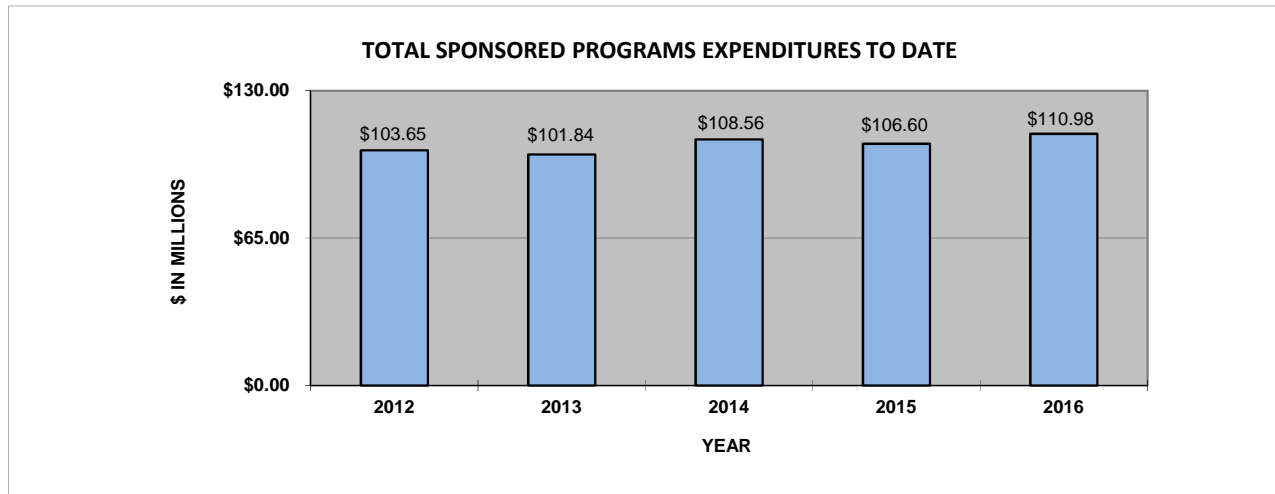


	FY 2016 YEAR	YEAR %CHANGE	FY 2015 YEAR	FY 2016 APR	MONTH %CHANGE	FY 2015 APR
RESEARCH/OSP	\$ 77,017,675	6.05%	\$ 72,623,073	\$ 8,405,160	20.51%	\$ 6,974,545
INSTRUCTION	\$ -		\$ -	\$ -		\$ -
OUTREACH	\$ 41,165,152	4.78%	\$ 39,287,402	\$ 4,306,126	21.12%	\$ 3,555,198
NON-GRANT/OTHER	\$ 10,110,320	9.47%	\$ 9,236,024	\$ 2,275,564	387.58%	\$ 466,702
<b>TOTAL</b>	<b>\$ 128,293,147</b>	<b>5.90%</b>	<b>\$ 121,146,499</b>	<b>\$ 14,986,850</b>	<b>36.29%</b>	<b>\$ 10,996,445</b>

## NORMAN CAMPUS

# THE UNIVERSITY OF OKLAHOMA

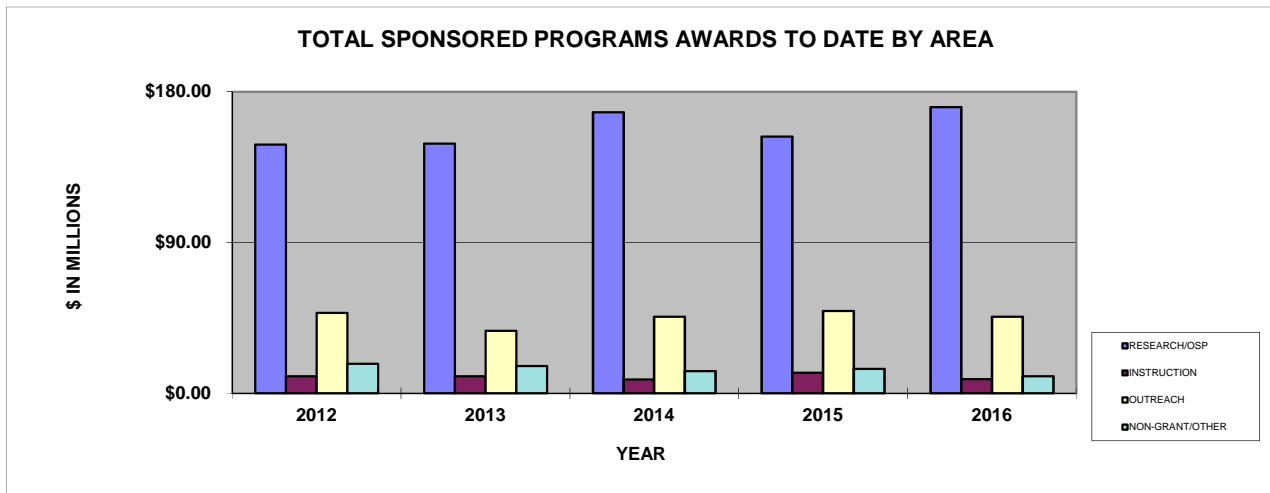
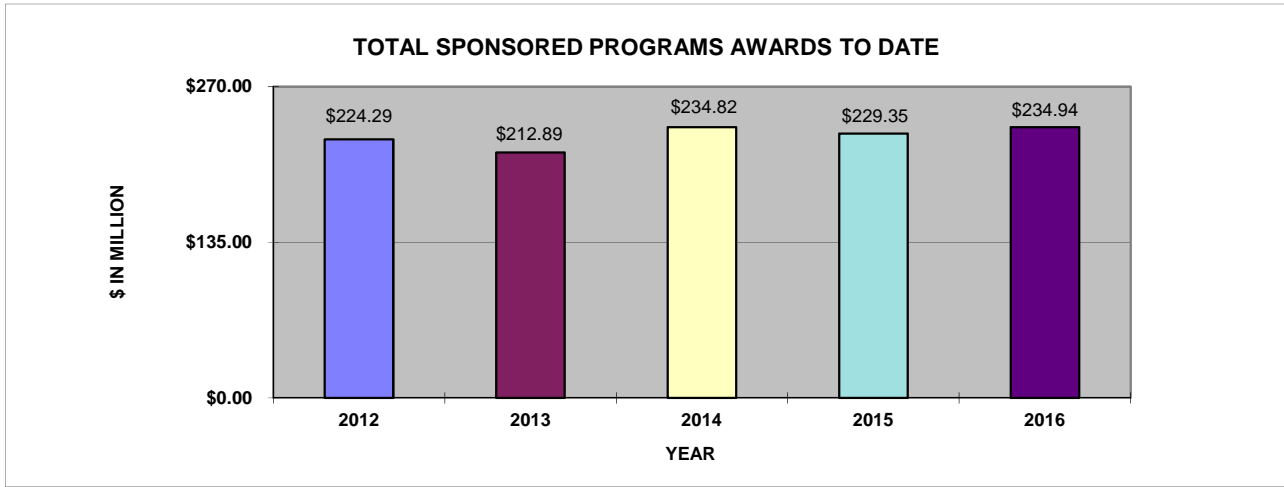
## HEALTH SCIENCES CENTER



	FY 2016 YEAR	YEAR %CHANGE	FY 2015 YEAR	FY 2016 APR	MONTH %CHANGE	FY 2015 APR
RESEARCH/OSP	\$ 74,553,754	11.09%	\$ 67,113,035	\$ 7,305,448	6.04%	\$ 6,889,293
INSTRUCTION	\$ 22,282,376	1.50%	\$ 21,953,311	\$ 1,910,891	-3.09%	\$ 1,971,877
NON-GRANT/OTHER	\$ 14,139,072	-19.37%	\$ 17,536,449	\$ 1,151,828	-45.32%	\$ 2,106,593
<b>TOTAL</b>	<b>\$ 110,975,203</b>	<b>4.10%</b>	<b>\$ 106,602,795</b>	<b>\$ 10,368,167</b>	<b>-5.47%</b>	<b>\$ 10,967,764</b>

## HEALTH SCIENCES CENTER

## NORMAN CAMPUS AND HEALTH SCIENCES CENTER

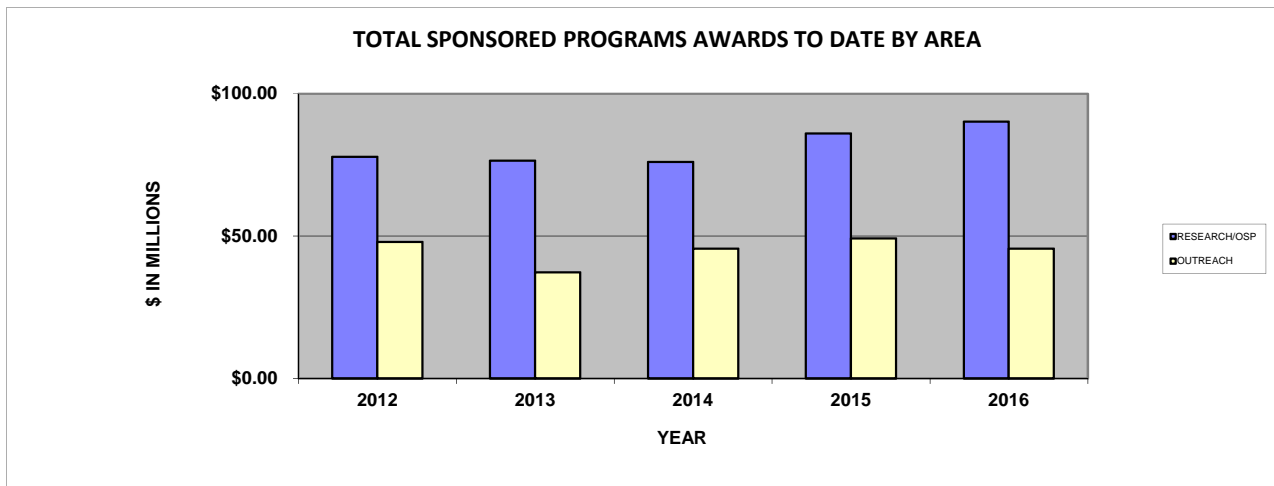
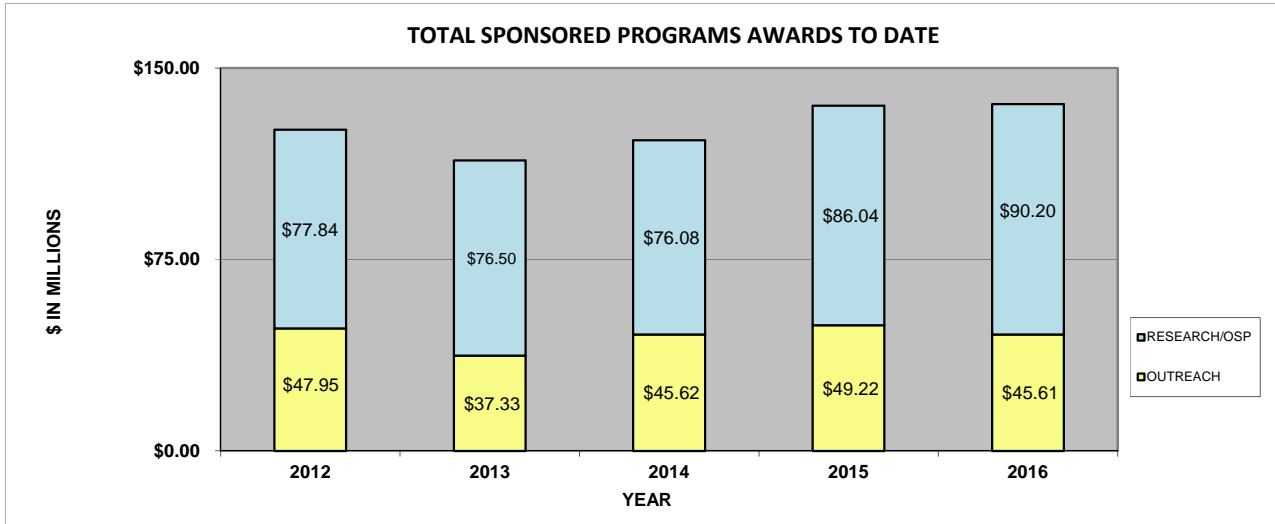


	FY 2016 YEAR	YEAR %CHANGE	FY 2015 YEAR	FY 2016 APR	MONTH %CHANGE	FY 2015 APR
RESEARCH/OSP	\$ 170,709,684	11.35%	\$ 153,308,733	\$ 16,781,007	8.84%	\$ 15,418,441
INSTRUCTION	\$ 8,519,019	-30.75%	\$ 12,301,790	\$ 66,243	-80.59%	\$ 341,295
OUTREACH	\$ 45,611,880	-7.33%	\$ 49,217,165	\$ 192,496	-71.39%	\$ 672,934
NON-GRANT/OTHER	\$ 10,097,945	-30.44%	\$ 14,517,753	\$ 145,938	-83.25%	\$ 871,263
<b>TOTAL</b>	<b>\$ 234,938,528</b>	<b>2.44%</b>	<b>\$ 229,345,441</b>	<b>\$ 17,185,684</b>	<b>-0.68%</b>	<b>\$ 17,303,933</b>

## NORMAN CAMPUS AND HEALTH SCIENCES CENTER



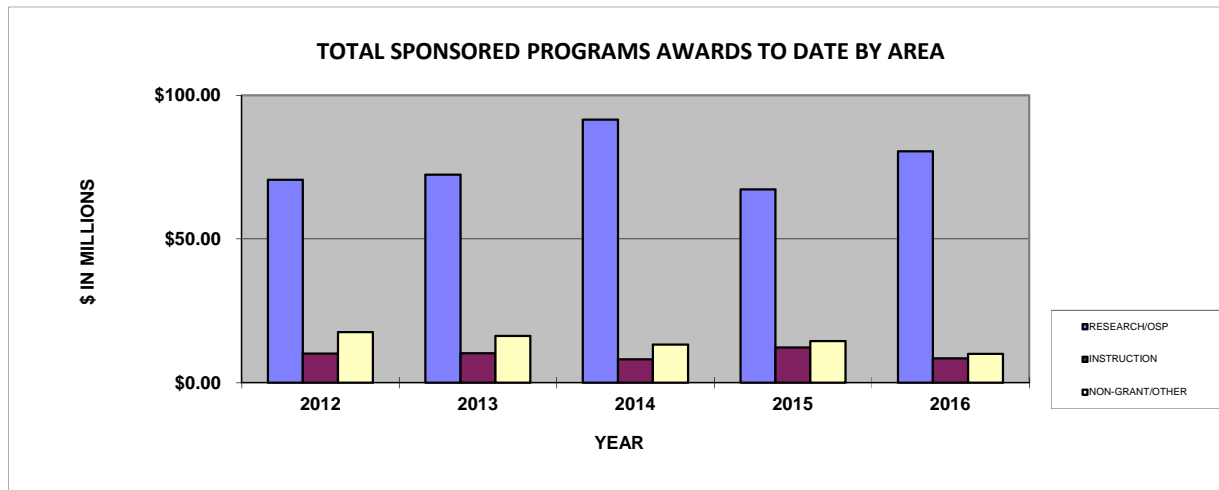
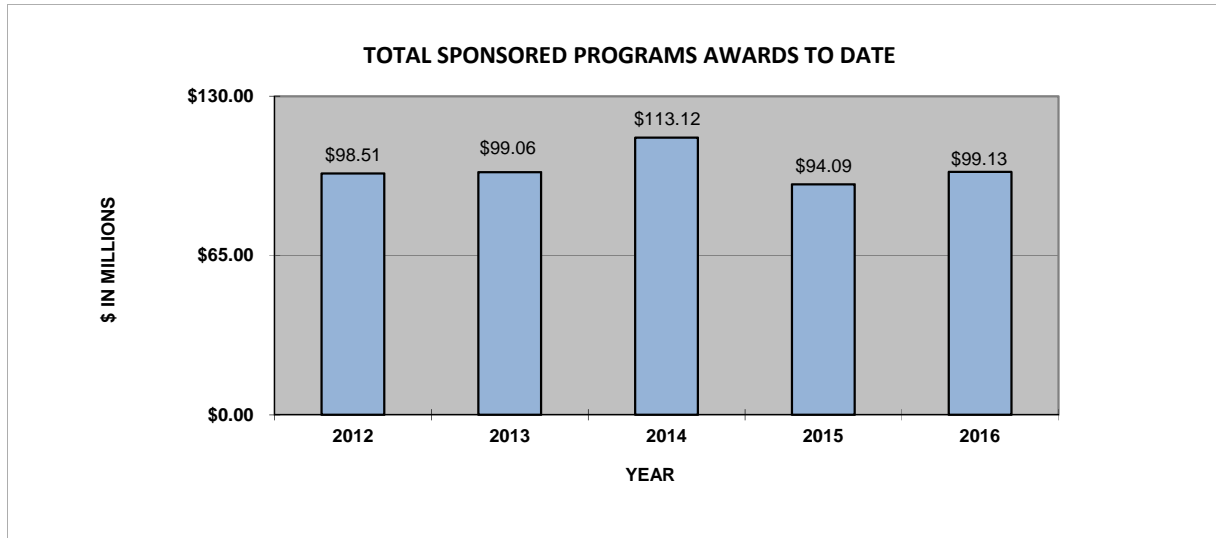
## NORMAN CAMPUS



	FY 2016 YEAR	YEAR %CHANGE	FY 2015 YEAR	FY 2016 APR	MONTH %CHANGE	FY 2015 APR
RESEARCH/OSP	\$ 90,201,522	4.84%	\$ 86,038,910	\$ 4,851,738	-43.76%	\$ 8,627,113
INSTRUCTION	\$ -		\$ -	\$ -		\$ -
OUTREACH	\$ 45,611,880	-7.33%	\$ 49,217,165	\$ 192,496	-71.39%	\$ 672,934
NON-GRANT/OTHER	\$ -		\$ -	\$ -		\$ -
<b>TOTAL</b>	<b>\$ 135,813,402</b>	<b>0.41%</b>	<b>\$ 135,256,076</b>	<b>\$ 5,044,234</b>	<b>-45.76%</b>	<b>\$ 9,300,047</b>

## NORMAN CAMPUS

HEALTH SCIENCES CENTER



	FY 2016 YEAR	YEAR %CHANGE	FY 2015 YEAR	FY 2016 APR	MONTH %CHANGE	FY 2015 APR
RESEARCH/OSP	\$ 80,508,162	19.68%	\$ 67,269,822	\$ 11,929,269	75.65%	\$ 6,791,328
INSTRUCTION	\$ 8,519,019	-30.75%	\$ 12,301,790	\$ 66,243	-80.59%	\$ 341,295
NON-GRANT/OTHER	\$ 10,097,945	-30.44%	\$ 14,517,753	\$ 145,938	-83.25%	\$ 871,263
<b>TOTAL</b>	<b>\$ 99,125,127</b>	<b>5.35%</b>	<b>\$ 94,089,365</b>	<b>\$ 12,141,450</b>	<b>51.69%</b>	<b>\$ 8,003,886</b>

HEALTH SCIENCES CENTER

**NORMAN CAMPUS & HEALTH SCIENCES CENTER**  
**REPORT OF CONTRACTS AWARDED (OVER \$1M)**  
April 2016

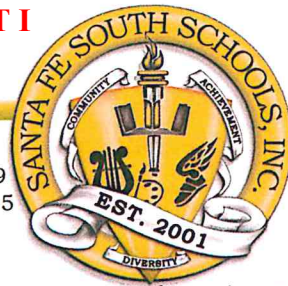
<b>AWD #</b>	<b>AGENCY</b>	<b>TITLE</b>	<b>VALUE</b>	<b>PERIOD</b>	<b>PI(s)</b>
20142495	Agency for Healthcare Research & Quality	Disseminating and Implementing PCOR Through the	\$4,990,627	12 mo.	Duffy, Daniel (Cntr for Clinical & Trans Rsch)
20131101	National Cancer Institute	Lead Academic Participating Site for the Development and	\$1,221,450	12 mo.	Mannel, Robert (U10 Grant)
<b>2 Total</b>			<b>\$6,212,077</b>		

# SANTA FE SOUTH SCHOOLS, INC.

EXHIBIT I

CHRIS BREWSTER ~ SUPERINTENDENT

4825 South Shields Blvd. Oklahoma City, OK 73129  
405.601.5742 fax.405.601.5435



www.santafesouth.org

5/18/16

Dean Garn and Provost Harper,

The purpose of this email is to formally request release from our SFS Elementary charter contract with the University of Oklahoma, effective June 30, 2016.

We have greatly appreciated the opportunity to work with OU as our charter authorizer over the past seven years. Our school continues to progress steadily toward truly excellent academic results with a very under-resourced population. The desire for our work to continue to expand is clear in the consistent numbers of applications on our waiting list and the support from our stakeholder community.

We are working to consolidate our three current charter contracts under a single authorizer contract with OKCPS. They, too, have proven to be an outstanding partner in recent years and this will allow us to streamline our internal practices as well as make our work significantly more cost-effective. Consolidation will positively impact federal and state programs reporting, payroll processing, financial accounting and staffing. We have engaged the District in talks to bring our schools together and they have been enthusiastically supportive of this taking place.

As an OKCPS Charter, we will also become eligible for consideration in upcoming bond elections which could significantly impact our facilities needs. The District has pledged to include its charters and this is simply too important for our continued school development for us to pass up.

Once again, we are deeply grateful for the opportunity afforded us by the University of Oklahoma to bring such a wonderful school into existence seven years ago. We cherish our relationship with Oklahoma's flagship Higher Education Institution and look forward to continuing our partnership in many ways in the years to come.

Respectfully,

Chris Brewster  
Superintendent  
Santa Fe South Schools, Inc.

**Santa Fe South Schools, Inc.  
Governance Board**

Monday April 25th, 2016

**Place of Meeting**

Oklahoma City Public Schools Administration Building  
900 N Klein Ave. Room 401  
Oklahoma City OK 73106

Meeting was call to order at 6:26 pm by Jace Kirk, roll called and quorum announced.

**Members Present:** Jace Kirk, Michael Brooks-Jimenez, Dr. William Frick, Lindsey McElvaney, Vicky Primeaux

**Faculty Present:** Chris Brewster, Maritza Santiago, Lawrence Demarchi, Brooks Levonitis

- Motion to approve the February 15th, 2016 board minutes was made by Lindsey McElvaney and seconded by Michael Brooks-Jimenez.  
Motion Passed: 5-0

**New Business:**

- Motion to approve the financial reports for the month of March was made by Michael Brooks-Jimenez and seconded by Lindsey McElvaney.  
Motion Passed: 5-0
- Motion to approve the Activity Fund Transfers was made by Michael Brooks-Jimenez and seconded by Vicky Primeaux  
Motion Passed: 5-0
- Motion to approve the 2015-2016 school year audit contact for the elementary, middle, and high school was made by Vicky Primeaux and seconded by William Frick.  
Motion Passed: 5-0
- Motion to approve the termination of our contract with The University of Oklahoma as authorizer for our elementary school was made by Michael Brooks-Jimenez and seconded by William Frick.  
Motion Passed: 5-0

**Superintendent's Report:**

- School year is going very well.
  - Gala was a success. Raised about \$65,000.00
  - Graduation for Pathways and the High School will be in May.
- Motion to approve the superintendent's report was made by Michael Brooks-Jimenez and seconded by Lindsey McElvaney.  
Motion Passed: 5-0

**Adjourn:**

- Motion to adjourn meeting was made by Lindsey McElvaney and seconded by Vicky Primeaux.  
Motion Passed: 5-0

# BIZZELL MEMORIAL LIBRARY

LOWER LEVEL TWO

FLOOR PLAN



DESIGN DEVELOPMENT APRIL 2016

REES ARCHITECTURE PLANNING INTERIOR DESIGN

**BIZZELL MEMORIAL LIBRARY** LOWER LEVEL TWO

CONCOURSE



EXHIBIT J

DESIGN DEVELOPMENT APRIL 2016

REES ARCHITECTURE PLANNING INTERIOR DESIGN



**BIZZELL MEMORIAL LIBRARY** LOWER LEVEL TWO

PUBLIC LIVING ROOM

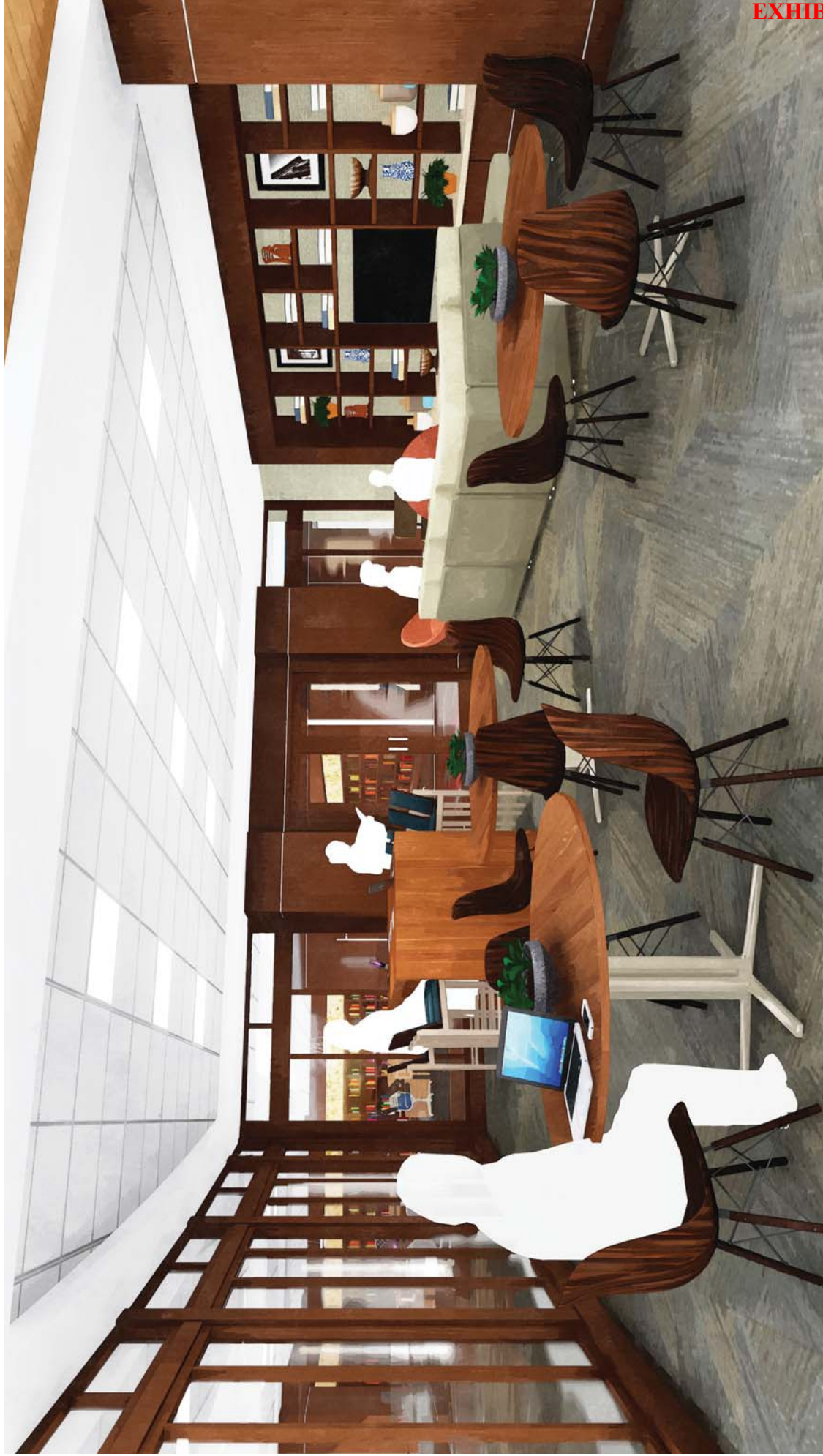


EXHIBIT J

DESIGN DEVELOPMENT APRIL 2016

REES ARCHITECTURE PLANNING INTERIOR DESIGN

**BIZZELL MEMORIAL LIBRARY** LOWER LEVEL TWO

READING ROOM

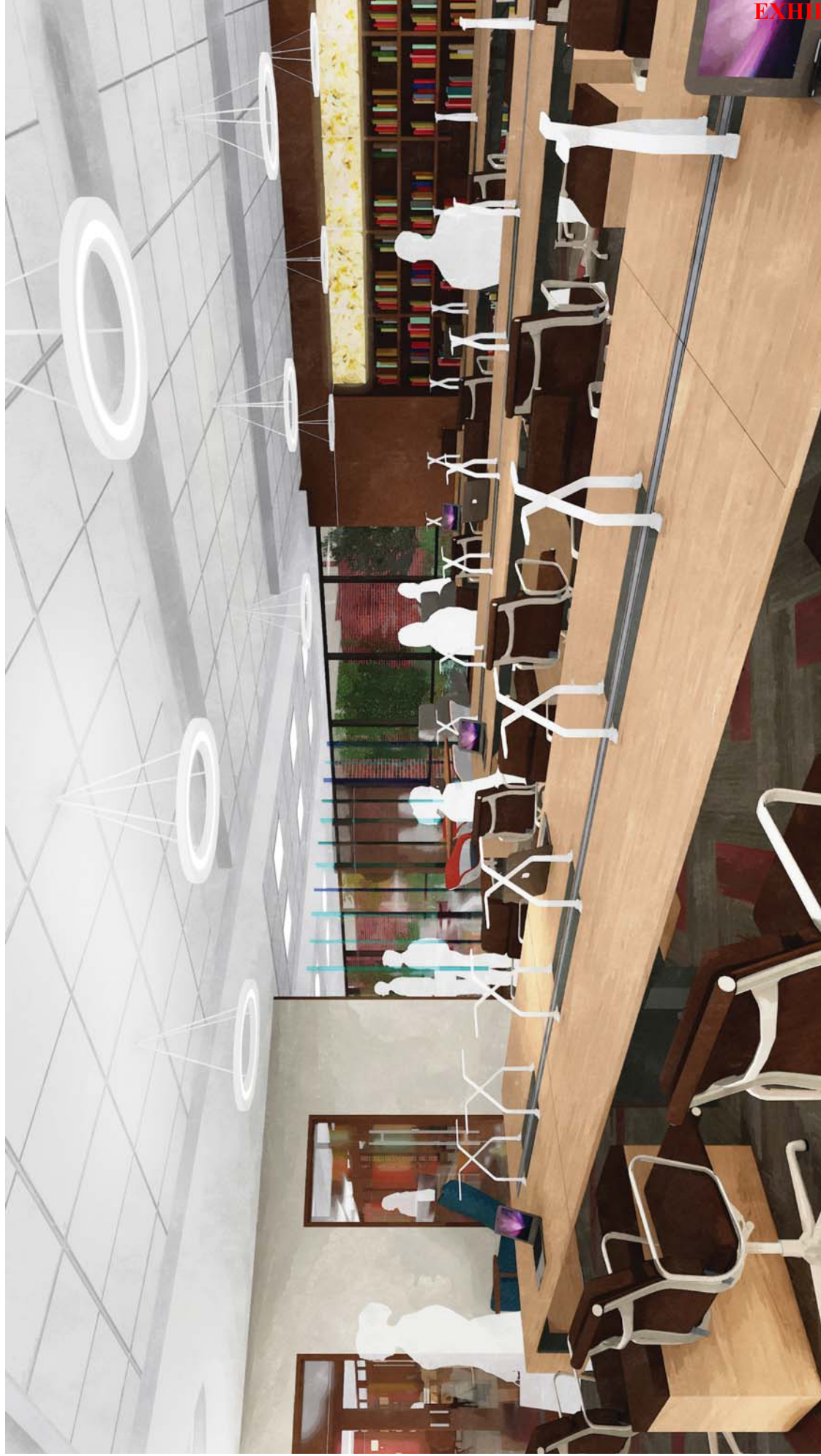
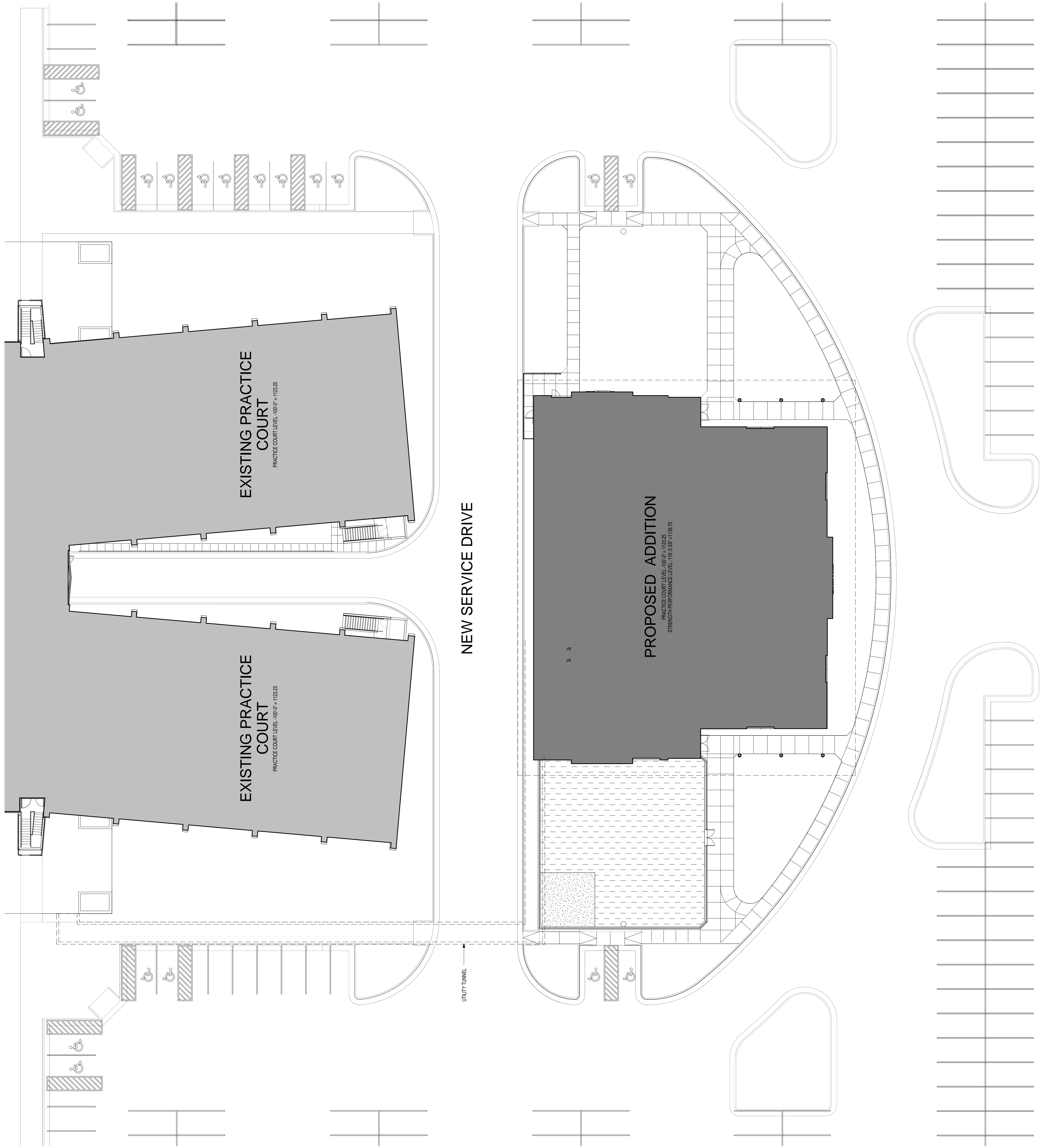


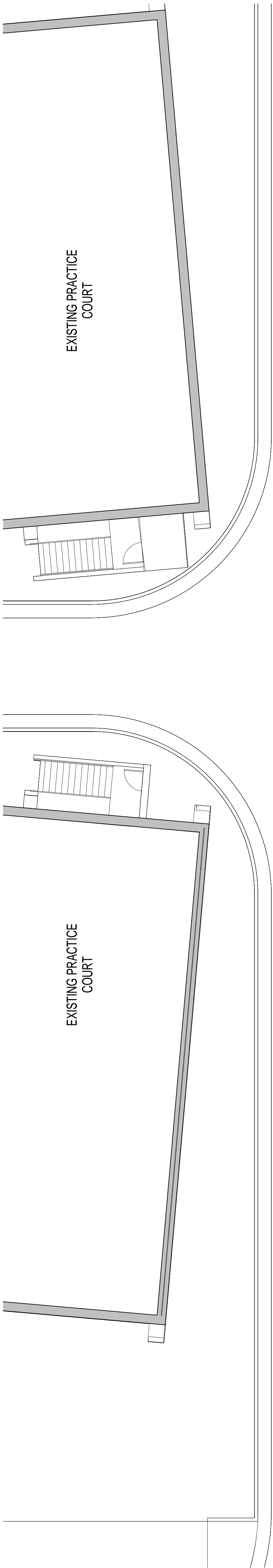
EXHIBIT J

DESIGN DEVELOPMENT APRIL 2016

REES ARCHITECTURE PLANNING INTERIOR DESIGN



**EXHIBIT K**



# EXHIBIT K



## **MASTER SERVICES AGREEMENT**

THIS MASTER SERVICES AGREEMENT (the “**Agreement**”) is entered into as of January \_\_\_\_, 2016, between The Board of Regents of the University of Oklahoma, a constitutional agency of the State of Oklahoma (“**University**”), and Global OU, Inc., an Oklahoma 501(c)(3), tax exempt entity (“**Global OU**”).

WHEREAS, **University’s** College of International Studies wishes to establish and operate educational study centers in various foreign countries to provide rich, academic programs and unique educational experiences for **University’s** students that will broaden their appreciation of different cultures, increase their understanding of how the world actually works, and promote lasting friendships that will bind them to a greater stake in the global community; and,

WHEREAS, due to specific legal requirements under local foreign law that prevent the **University**, as an agency of the State, from directly engaging in a permanent educational operation overseas but that do not burden private, U.S. entities; and,

WHEREAS, **Global OU** is a 501(c)(3) tax exempt entity that has as its purpose to support the **University** by supporting the activities, affairs and programs of the International Studies Program of the **University**, pursuant to which **Global OU** will establish, operate, manage, and maintain special purpose entities and related organizations (collectively, as necessary, “**SPEs**”) in various foreign jurisdictions; and,

WHEREAS, **University** and **Global OU** desire to enter into this Master Services Agreement to allow **Global OU** to carry out these stated purposes in return for **University’s** reimbursement of **Global OU’s** reasonable costs and expenses connected with its corporate operations; and,

WHEREAS, the parties recognize that this Agreement is intended to set forth the general structure of the relationship between **Global OU** and **University** but that additional agreements will, from time to time, be entered into between **Global OU** and the **University** expanding the rights, obligations, and responsibilities set forth in this Agreement to achieve its purpose.

NOW THEREFORE, in consideration of the mutual promises to be performed and other valuable consideration contained herein, the parties agree as follows:

### **1. GENERAL GLOBAL OU RESPONSIBILITIES.**

1.1 **Global OU** will establish **SPEs** in countries in which **University** desires to institute certain educational programs abroad for its students. Where required, **Global OU**, for example, will establish **SPEs** to acquire or lease facilities and property; interact with local government authority in matters such as banking, taxation, litigation, etc.; hire employees; engage services; and otherwise operate and transact business in the country in support of **University’s** educational programs. In addition, **Global OU** may establish other business entities in Oklahoma or other jurisdictions in the United States as wholly owned subsidiaries, directly or indirectly, of **Global OU** (collectively, “**Subsidiaries**”) as

necessary to comply with applicable foreign law or to adequately protect the interests and limit the liability of **Global OU**. Where required, **Global OU**, for example, will establish Subsidiaries to act as shareholders or members (or the equivalent in the applicable foreign jurisdiction) of the **SPE** as required under applicable foreign law.

1.2 In each such foreign jurisdiction, **Global OU** will coordinate as necessary and desirable with **University** and will exercise due diligence to effect the lawful establishment of the **SPE** and **Subsidiaries**, and approval of local governmental entities with authority over the **SPE** and **Subsidiaries**. Once established, **Global OU** will operate, manage, and maintain the **SPE** and **Subsidiaries** in a professional and business-like manner in accord with all national, state, and local laws, rules, policies and regulations of the **SPE's** and **Subsidiaries'** host jurisdiction.

1.3 **Global OU** will effect the purchase, leasing, or rental of real property by and through the local **SPE** as necessary and as requested by **University** for the operations of the **University** study center. Real property may include, but is not limited to, classroom space, office space and housing for faculty, staff and students. Proposed real property and any agreements related to the purchase, leasing, or rental of such real property must be approved by **University** prior to execution to ensure that all arrangements comply with **University** standards and expectations. **University** will only use such real property for educational or residential purposes and for such other lawful purposes as may be related, incidental or necessary thereto and for no other purpose without the **SPE's** prior written consent, which consent shall not be unreasonably withheld.

1.4 It is contemplated by the parties that as new locations for **University** study centers are identified, the parties may enter into specific agreements to establish, operate, manage, and maintain the **SPEs** that will be tailored to applicable laws rules and regulations of governmental entities having jurisdiction. Such agreements may include but are not limited to lease agreements between the **SPE** and **University** for real property purchased by the **SPE** and sublease agreements between the **SPE** and **University** for real property leased or rented by the **SPE**.

## 2. **TERM.**

2.1 This Agreement will begin on December 1, 2015, and expire at midnight Central Standard Time on June 30, 2016 (the "**Initial Term**"), unless earlier terminated in accordance with the terms hereof.

2.2 This Agreement will be automatically renewed for additional one (1) year terms (each, a "**Renewal Term**" and collectively with the Initial Term, the "**Term**") unless by written notice to **Global OU** not less than ninety (90) days prior to the expiration of the Initial Term or most recent Renewal Term, as applicable, **University** notifies **Global OU** of its intent to terminate the Agreement.

### 3. FUNDING.

3.1 To the extent allowed by applicable law and is commercially feasible, **University** shall directly incur all expenses and contract for all services and materials associated with ongoing operations of **University** study centers abroad. In the event **University** is limited by applicable law or is otherwise unable to directly incur certain expenses associated with study center operations, such costs will be paid by **Global OU**, directly or indirectly through the **SPE**, and reimbursed on a periodic basis as the parties may agree. (Neither **Global OU** nor the **SPE** will have any obligation to remit payment for any services contracted for by **University** and associated with ongoing operation of **University** study centers and programs unless expressly requested by **University** and **University** remits sufficient funds to cover the same to **Global OU** or **SPE**). Further, **University** may directly provide certain routine clerical and administrative services to **Global OU** and the **SPE**'s associated with the ongoing operations of **Global OU** and the **SPE**'s in support of the activities of the **University**'s College of International Studies' study abroad programs.

3.2 To the extent (a) **Global OU** incurs any costs associated with **Global OU**'s ownership of **SPE** or **Subsidiaries**, or (b) **Global OU** or **SPE** incurs any costs associated with this Agreement, **University** agrees that it shall reimburse **Global OU** or **SPE**, as applicable, for costs it incurs on a monthly basis, in arrears: (i) for all costs associated with **Global OU**'s ownership of **SPE** and **Subsidiaries**, including all operating costs, professional fees and expenses incurred by **Global OU**, and entity registration, filing and reporting fees (if any) necessary to maintain **SPE** and **Subsidiaries** in good standing in the applicable jurisdiction; (ii) for all costs incurred by **Global OU** or **SPE** in connection with the operation and maintenance of **SPE**; including, without limitation, any utilities, management, repair, replacement, and insurance costs; (iii) for all taxes, assessments, levies, fees, and all other governmental charges, general and special, ordinary and extraordinary, which become due and payable during the Term of the Agreement and are imposed or levied upon or assessed against **Global OU** or **SPE**, and which are not covered elsewhere under the Agreement, e.g., real property, personal property, sales, use, registration, VAT, or comparable taxes; and, (iv) for all costs, fees and expenses required in connection with or relating to the purchase, leasing, or rental of real property, equipment and/or facilities for operation of the **University** study centers and all costs, fees and expenses associated with **Global OU**'s or **SPE**'s ownership of such real property, equipment and/or facilities. Provided however, notwithstanding the previous terms and conditions of this **Section**, or any other provision of the Agreement, **University** shall not be liable for any costs or expenses incurred by **Global OU** or **SPE** to the extent caused by **Global OU**, **SPE**, or **Global OU**'s or **SPE**'s negligent acts or omissions or which incurred costs or expenses are not commercially reasonable.

3.3 On or before the first day of each month, **Global OU** shall submit to the **University** an invoice for payment of all costs incurred by **Global OU** or **SPE**, as applicable, the previous month. The invoice shall be in such form and manner, and with such supporting data and content, as the **University** may require. The invoice shall constitute **Global OU**'s representation that the costs have been incurred in compliance



with this Agreement and that all services for which payments have been received from the **University** are free and clear of liens, claims, security interests or other encumbrances.

3.4 Each month during the term of this Agreement, **University** shall pay to **Global OU**, within forty-five (45) days following the first (1<sup>st</sup>) day of each month, the properly invoiced costs incurred by **Global OU** and **SPE** the previous month. **University** shall remit all payments to **Global OU** for the account of **SPE** at the address set forth in **Section 10** of this Agreement. **Global OU** shall provide **University** with an annual accounting of actual costs, fees and other expenses incurred within forty-five (45) days following the end of each contract year, as internally audited by **Global OU** and/or **University**. **University** shall reimburse **Global OU** within forty-five (45) days of receipt of the annual statement for any preceding year's payment deficit. In the event the annual statement indicates a payment surplus, then the excess payments shall be either refunded to **University** or applied to the balance owed for the current year, at **University's** option.

3.5 In addition to any other remedies available hereunder or under law and to the extent permitted by applicable law, if properly invoiced costs are not paid as provided above, **Global OU** may collect a late fee in an amount equal to three percent (3%) of any delinquent sum. Moreover, any amounts due remaining unpaid for more than forty-five (45) days following the date on which the same is due shall bear interest as provided by Oklahoma law. Provided, if the due date of any payment required hereunder shall fall on a weekend or **University** holiday, the payment shall be due on the next succeeding **University** business day.

#### 4. **ACCOUNTING.**

4.1 **Global OU** shall keep and maintain, in a central location, a book or set of books and records in accordance with generally accepted accounting principles sufficient to enable **University** to determine the monies payable to **Global OU** under the terms of this Agreement and to comply with applicable law in Oklahoma and the host jurisdiction of **SPE's**.

4.2 **Global OU** shall make such book or set of books and records available to **University** and/or individuals authorized by **University** with reasonable notice at any reasonable time during normal business hours to the extent necessary for **University** to verify the records and payments due under the terms of this Agreement. **Global OU** shall permit **University** or individuals authorized by **University** to copy all or portions of such book or set of books and records.

#### 5. **INSURANCE.**

5.1 During the Term, **Global OU** or **SPE**, as applicable, will maintain, at **University's** sole cost and expense, general liability insurance covering **Global OU's**, **SPE's**, and **Subsidiaries'** operations, personal property, and any owned real property; all written by responsible insurance companies authorized to do business in the **SPE's** or **Subsidiaries'** host jurisdiction. **University** is self-insured as provided by applicable law

and liable for claims as stated in the Oklahoma Governmental Tort Claims Act. The amounts of self-insurance maintained by **University** and the form of certificate of insurance to be provided by **University** shall be as shown on **Exhibit A** to this Agreement. **University** will maintain and furnish **Global OU** with copies of certificates of the insurance required by this **Section 5.1**.

5.2 **Global OU, SPE, and/or Subsidiaries** as applicable, will obtain commercially reasonable insurance policies, as necessary and as set forth below, the costs of which shall be paid by **University** as provided above.

5.2.1 Worker's Compensation - with statutory limits and employer's liability as required by law.

5.2.2 Commercial General Liability Insurance - with a combined single limit for bodily injury, death or property damage of \$1,000,000 arising out of one occurrence or \$2,000,000 in the aggregate.

5.2.3 Automobile Liability Insurance - with limits for bodily injury of \$500,000 each accident and with limits for property damage of \$100,000 each accident.

5.2.4 Professional liability insurance - with limits of at least \$1,000,000 per claim and \$3,000,000 in the aggregate.

5.2.5 Officers and Directors liability insurance - in amounts customary in the industry and as determined to be reasonable by **Global OU**.

5.2.6 Property Insurance - a policy of fire, extended coverage, vandalism, and malicious mischief and burglary insurance to cover damage to any owned real property in an amount equal to one hundred percent (100%) of the replacement cost of such real property.

5.2.7 Personal Property Insurance - a policy insuring all personal property of **Global OU** and/or **SPE**, as applicable, located in any owned, leased, or rented real property in an amount equal to 100 percent of the replacement cost of such personal property.

5.3 **Global OU** will maintain and furnish **University** with copies of certificates of the insurance required by this **Section 5.2**, and will endeavor to obtain a written obligation on the part of the insurance company to notify **University** at least thirty (30) days prior to cancellation or any material change of any such insurance.

5.4 If and to the extent permitted by applicable law, all policies covering real or personal property shall include a clause or endorsement denying the insurer any rights of subrogation or recovery against **University** and **Global OU**, as applicable.

**6. DEFAULT AND REMEDIES**

6.1 If during the Term, **University** shall (a) fail to pay proper invoices when due (provided, such failure shall have continued for twenty (20) business days after **Global OU** shall have delivered to **University** notice of such failure and such delay is greater than forty-five (45) days); or (b) fail to observe or perform any other material provision hereof for thirty (30) business days after **Global OU** shall have delivered to **University** written notice of such failure, such occurrences shall be deemed a “**University Event of Default.**” Provided however, such failure shall not constitute a **University** Event of Default under this Agreement so long as **University** proceeds to cure the same and prosecutes the curing of the same with reasonable diligence and continuity.

6.2 If a **University** Event of Default occurs and continues, **Global OU** shall have the option, then or at any time thereafter while such **University** Event of Default shall continue, to terminate this Agreement by giving **University** written notice of **Global OU**’s intention to terminate the Agreement on a date specified in such notice, such date to be no earlier than one hundred eighty (180) days after said notice; provided, however, **University** may elect to terminate the Agreement at any time during such one hundred eighty days (180). The remedy provided to **Global OU** in this **Section 6.2** shall be in addition to any other remedy permitted by this Agreement or by applicable law.

6.3 Except as otherwise provided in this **Section 6.3**, if at any time during the Term, **Global OU** shall fail to observe or perform any material provision hereof for thirty (30) days after **University** shall have delivered written notice of such failure to **Global OU**, such occurrence shall be deemed a “**Global OU Event of Default,**” and **University** may pursue any remedy permitted hereunder or by applicable law. Provided, such default shall not constitute a **Global OU** Event of Default under this Agreement so long as **Global OU** proceeds to cure the same and prosecutes the curing of the same with reasonable diligence and continuity. **Global OU** Events of Default and **University** Events of Default shall collectively be referred to as “**Events of Default.**”

6.4 Cooperation Required. Each party expressly agrees that it will act in good faith with respect to the performance of its duties under this Agreement.

**7. LIABILITY.**

Each party hereto agrees to be liable for its negligent acts and omissions and those of its directors/regents, officers, employees, agents and representatives in connection with this Agreement in accordance with applicable law. In **University**’s case, such liability shall be governed in accordance with the Oklahoma Governmental Tort Claims Act, 51 Okla. Stat. §151 et seq.

**8. TERMINATION.**

8.1 The parties shall have the right to terminate this Agreement for Events of Default as provided in **Article 6** of this Agreement.

8.2 **University** shall have the right to terminate this Agreement with or without cause at any time upon giving **Global OU** written notice of **University's** intent to terminate this Agreement. Subject to **Section 8.3**, the Agreement shall terminate as specified in said notice.

8.3 If **University** terminates the Agreement pursuant to **Article 6** and/or this **Article 8**, **University** shall have up to one hundred eighty (180) days following notice of termination, or such other term as may be agreed upon in writing by both parties, before termination takes effect. During any such period of time, **University** shall continue to pay properly invoiced costs to **Global OU** in accordance with **Article 4** of this Agreement.

8.4 Should either party terminate this Agreement, it is agreed and understood that the parties shall subsequently proceed to settle all amounts that are due and owing pursuant to this Agreement as of the termination date. Except as set forth herein or as permitted by applicable law, in the event of termination of this Agreement, **University** shall have no right to recoup from **Global OU** any of the costs or expenses incurred by **University** in connection with or pursuant to this Agreement or any funds paid to **Global OU** pursuant to **Article 3** of this Agreement.

9. **REPRESENTATIONS.**

9.1 **Global OU** has full power and authority to execute and enter into this Agreement and all requisite actions for the approval of such execution and performance hereunder by **Global OU** have been taken by the Board of Directors of **Global OU**. Upon execution by **Global OU**, this Agreement and all of its terms, covenants and conditions shall be binding upon **Global OU** for all purposes.

9.2 **University** has full power and authority to execute and enter into this Agreement and all requisite actions for the approval of such execution and the performance hereunder by **University** have been taken by **University**. Upon execution by **University**, this Agreement and all of its terms, covenants and conditions shall be binding on **University** for all purposes.

10. **NOTICE, DEMANDS, AND OTHER INSTRUMENTS.**

Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand in return for a receipt; or (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile or email; or (iii) sent by registered or certified mail, postage prepaid, addressed to the parties at the addresses set forth below, and shall be deemed given on delivery if in return for a receipt, or if mailed as provided herein, on the third business day after deposited in the United States mail in accordance herewith.

Each such notice shall be sent to the respective party at the address indicated below or to any other address or person as the respective party may designate by notice delivered pursuant hereto:

If to **Global OU**: Global OU, Inc.  
100 West Timberdell Road  
Norman, OK 73019  
Ph: (405) 325-1174  
Fax: (405) 325-1180  
Attention: Guy Patton

With copy to: The College of International Studies  
729 Elm Avenue  
Hester Hall, Room 107  
Norman, OK 73019-5144  
Ph: (405) 325-1396  
Fax: (405) 325-7454  
[cis@ou.edu](mailto:cis@ou.edu)  
Attention: Suzette Grillot

If to **University**: The Board of Regents of the University of Oklahoma  
660 Parrington Oval, Suite 213  
Norman, Oklahoma 73019  
Ph: (405) 325-4124  
Fax: (405) 325-7681  
Attention: Anil Gollahalli, Esq.

With copy to: The University of Oklahoma  
Office of Administration and Finance  
660 Parrington Oval, Suite 204  
Norman OK, 73019  
Ph: (405) 325-5161  
Fax: (405) 325-7115  
Attention: Chris Kuwitzky

Any party may change its address for the foregoing purposes by giving written notice as provided hereunder of its new address. The parties may use any other method of notice agreed to or acknowledged by both parties.

## 11. ASSIGNMENT.

During the Term of this Agreement, **Global OU** shall not, directly or indirectly, assign, pledge, encumber, or otherwise transfer this Agreement to any third party hereto without the prior written consent of **University**. Provided, **Global OU** may assign this Agreement, without such consent, to an entity that acquires all or substantially all of its business or assets to which this Agreement pertains, whether by merger, consolidation, reorganization, acquisition, sale or otherwise or to any entity controlling, controlled by, or under common control with **Global OU** and by express written agreement assumes all obligations of **Global OU** hereunder so that all the terms and conditions of this Agreement shall apply to such assignee with the same force and

effect as if said Agreement had been made with such other company or Affiliate in the first instance. Any assignment not in accordance with this **Section** shall be void.

**12. SEVERABILITY.**

Each and every agreement contained in this Agreement is, and shall be construed to be, a separate and independent agreement, and to the extent allowed by applicable law, the breach of any such agreement by one of the parties shall not discharge or relieve the other from its obligations to perform the same. If any term or provision of this Agreement be held invalid and unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

**13. TIME OF THE ESSENCE.**

Time is of the essence with respect to the performance by the parties of their obligations under this Agreement.

**14. BINDING EFFECT.**

All of the covenants, conditions, and obligations contained in this Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of **Global OU** and **University** to the same extent as if each such successor and assign were in each case named as a party to this Agreement. This Agreement may not be changed, modified, or discharged except by a writing signed by **Global OU** and **University**.

**15. GOVERNING LAW.**

Unless issues arise that require application of particular foreign, local law, the validity, construction, and enforcement of this Agreement and all disputes that may arise in connection with its performance shall be governed by the laws of the State of Oklahoma without giving force or effect to its choice of law provisions. Any legal action relating in any manner to the subject matter of this Agreement shall be filed in a court of competent jurisdiction in the State of Oklahoma, to which jurisdiction and venue **Global OU** expressly agrees.

**16. LEGAL RELATIONSHIP.**

The relationship between the parties is that of independent contractor not employer/employee, joint venture, agent or business partners and nothing in this Agreement shall be construed to make either party the legal representative or agent of the other party, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of or on behalf of the other party.

**17. CONSTRUCTION OF AGREEMENT.**

The parties have read and understand all parts of this Agreement. In the construction and interpretation of the terms of this Agreement, the rule of construction that a document is to be

construed most strictly against the party who prepared the same shall not be applied, it being agreed that both parties have participated in the preparation of the final form of this Agreement.

## 18. **USE OF UNIVERSITY NAME AND LOGOS.**

18.1 **University** hereby grants **Global OU**, subject to the terms and conditions set forth herein and for the duration of this Agreement (unless sooner terminated), a non-exclusive, royalty-free, world-wide, limited right and license to use the OU Trademarks (as defined below) for advertising, teaching, and educational purposes. **University** specifically acknowledges that **Global OU** and any of its affiliates shall be permitted to use the **University**-owned interlocking “OU” trademark or the “University of Oklahoma” name (or such other marks, names, and/or logos as **University**, in its sole and absolute discretion, expressly approves in writing) (collectively, the “**OU Trademarks**”) in places/contexts such as, but not limited to, publications, reports, public speaking engagements, advertising brochures, and/or presentations where such uses are directly related to **Global OU**’s educational purposes and services. The non-exclusive license granted herein is subject to the reserved right and authority in **University** to grant such licenses to third parties in **University**’s sole and absolute discretion.

18.2 Except as may be otherwise agreed to in writing by **University**’s Vice President for Public Affairs, prior to publication **Global OU** hereby agrees to submit any and all advertising, informational, and/or promotional materials in any media to said Vice President for approval, such approval to not be unreasonably withheld. If the said Vice President or his/her designee has not responded within ten (10) **University** working days of receipt of the submitted materials, said materials shall be deemed approved. All use of the OU Trademarks shall conform to and be administered in accordance with applicable **University** policies and guidelines (e.g., official hues of crimson and cream), provided that **Global OU** may apply to the **University** for a variance of such policies and guidelines, such variance not to be unreasonably withheld. Provided, however, should **University** believe that any use of OU Trademarks fails to meet the intent of this **Section**, **University** shall notify **Global OU** and **Global OU** shall promptly discontinue the nonconforming use.

## 19. **CONFIDENTIALITY.**

19.1 Except as may be required by law, the parties agree to keep the terms and conditions of this Agreement confidential except for the disclosure to their respective employees and agents whose involvement is on a “need to know” basis, and who have been informed of the obligation to keep the terms and conditions of this Agreement confidential.

19.2 Confidential and/or proprietary information shall include such information provided to the receiving party in written or other tangible or electronic form conspicuously marked with a confidential and proprietary notice or that by its nature or under the particular circumstances of disclosure should be understood to be confidential or proprietary by a party exercising reasonable judgment in good faith.

19.3 Confidential or proprietary information shall not include any information which (i) is or becomes public knowledge without breach of the disclosing party's obligations of confidentiality in this Agreement, (ii) is rightfully acquired by the disclosing party from a third party without restriction on disclosure or use, or (iii) is publicly disclosed or used following **Global OU's** receipt of written consent for such disclosure or use by an officer of **University**. Provided, confidential or proprietary information shall not include information required to be disclosed by operation of law or judicial process. The provisions of this **Section** shall survive the termination or cancellation of this Agreement.

**20. DISPUTES.**

In the event of a dispute between the parties arising out of or in connection with this Agreement, the parties shall undertake good faith efforts to amicably resolve such dispute between them. However, should they then be unable to resolve the dispute, each party shall have recourse under Oklahoma law.

**21. EQUAL OPPORTUNITY STATEMENT.**

In compliance with all applicable federal and state laws, executive orders, and regulations, the parties do not discriminate on the basis of race, color, national origin, sex, age, religion, disability, sexual orientation, political beliefs, genetic information, or status as a veteran in any of their policies, practices, or procedures.

**22. FORCE MAJEURE.**

Neither party shall be held responsible for any losses if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the reasonable control of the party who's interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

**23. FURTHER ASSURANCES.**

Each party shall take such further actions and execute and deliver such additional documents and instruments as may be reasonably requested by the other party in order to perfect and complete the transactions specifically contemplated herein.

**24. FOREIGN CORRUPT PRACTICES ACT.**

The parties shall comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Foreign Corrupt Practice Act of 1997 (under Title 15 of the United States Code), the United Bribery Act 2010, and any similar applicable anti-corruption laws ("**Relevant Requirements**") and not engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements if such activity, practice or conduct had been carried out in the jurisdiction of the applicable Relevant Requirement, and shall have and maintain in place throughout the term of this Agreement its



own policies and procedures to ensure compliance with the Relevant Requirements and will enforce them where appropriate.

**25. ENTIRE AGREEMENT.**

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and replaces and supersedes all prior discussions, agreements, understandings and negotiations of the parties, whether written or oral. All exhibits, supplements and addenda attached hereto are hereby incorporated by reference and made a part of this Agreement. The parties each represent that no promises, representations or inducements have been made by the other party with respect to the subject matter of this Agreement, except as specifically set forth herein. This Agreement may not be changed, altered, modified or amended except by an agreement in writing signed by both parties.

**26. COMPLIANCE WITH LAW**

**Global OU** shall comply with all applicable US, Oklahoma and foreign laws and regulations issued from time to time applicable to the discharge of its duties under this Agreement and warrants that it will not at any time take any action which would cause **University** to be in violation of any such laws and regulations. Furthermore, **Global OU** shall discharge such duties with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in good faith in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

IN WITNESS WHEREOF, **Global OU** and **University** have caused this Agreement to be duly executed and delivered, all as of the day and year first above written.

**Global OU, Inc.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**The Board of Regents of the University of Oklahoma**

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

STATE OF OKLAHOMA            )  
  ) ss.  
COUNTY OF CLEVELAND        )

This instrument was acknowledged before me by \_\_\_\_\_  
on \_\_\_\_\_, as \_\_\_\_\_ of Global OU, Inc., an Oklahoma tax-exempt  
organization.

(Seal)

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

STATE OF OKLAHOMA            )  
  ) ss.  
COUNTY OF CLEVELAND        )

This instrument was acknowledged before me on \_\_\_\_\_ by  
David L. Boren, as President of The University of Oklahoma.

(Seal)

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

### ~~3.6— PRESERVATION OF ELECTRONICALLY STORED INFORMATION AND RECORDS~~ INFORMATION TECHNOLOGY

#### 3.6.1. Preservation of Electronically Stored Information and Records

- A. Policy – The University of Oklahoma shall maintain continued adherence to the applicable laws of the State of Oklahoma and the United States of America, including but not limited to the Federal Rules of Civil Procedure, with respect to the inventory, retention, destruction, preservation and production of all records and information existing as Electronically Stored Information (“ESI”).
- B. Electronic Discovery Steering Committee – To help meet its obligations, the University shall utilize an Electronic Discovery Steering Committee, co-chaired by the General Counsel and the University Vice-President for Information Technology, or their respective designees.

The co-chairs may, at their discretion, select other members from time to time to serve on the Electronic Discovery Steering Committee. Such representation may be from other areas of the University, including but not limited to:

- Human Resources/Employment/Benefits
- Faculty
- Records Office(s)
- Administrative and/or Finance Office(s)
- Other University staff as needed

The Electronic Discovery Steering Committee shall adopt, publish and implement procedures to ensure that the University meets its obligations regarding ESI in a manner that best serves the interests of the University of Oklahoma. Such procedures should address both the legal and technical requirements of the University’s obligations in identifying, preserving and producing ESI.

#### 3.6.2– Information Technology Security Governance Committees

- A. Information Technology Security Governance Committees – Responsibility for the development of an enterprise governance program for technology and information risk for the University shall rest with the Information Technology Security Governance Committees (ITSGC) on the Norman and Health Sciences Center campuses. The ITSGCs’ purpose is to direct the effective implementation of information security governance to limit risks involving University and campus information resources (both data and technology). Each ITSGC shall be comprised of executive administrators, or their designees, from the following offices: Provost; Administration and Finance; Information Technology; Research; and Legal Counsel. The committees may add additional members as deemed necessary.

B. ITSGC responsibilities – Each ITSGC is responsible for:

- Endorsing University and campus information risk and information security strategies.
- Providing high-level guidance on program initiatives.
- Ensuring sources of funding and resources for enabling initiatives.
- Implementing an enterprise information governance framework, organizational information governance structures, and associated roles and responsibilities.
- Establishing authorities for the campus information risk program and define and approve the risk decision-making structure.
- Defining and approving risk appetite(s) and risk tolerance(s) for technology and information risk, and the acceptable corresponding process(es) to review and approve exceptions to these.
- Endorsing information risk and information security policies and setting the tone for the campus's information and data security culture.
- Soliciting input and advice from affected areas of the campus.

C. Information Technology Security Governance Policies and Procedures - Each ITSGC shall adopt, publish, and implement policies and procedures to manage information and technology risk; address regulatory requirements relating to information technology and data security; and promote awareness throughout their respective campuses and the University community.

D. Information Technology Security Governance Advisory Committee - Each ITSGC may establish and oversee an Information Technology and Governance Advisory Committee, which shall be responsible for advising the ITSGC on the effective implementation of information security policies and practices in support of the overall mission of the University. The purpose of the Advisory Committee is to provide advice, guidance, and recommendations for the campus to manage information security risk, address regulatory requirements, provide an information security policy framework, and promote awareness throughout the campus community. Each member of the ITSGC may appoint a representative to serve on the Advisory Committee.

**INTELLECTUAL PROPERTY POLICY****3.27.1****PREAMBLE**

(A) The people of the State of Oklahoma may reasonably expect that their investments in the University will create new industry and enhance existing industry within the State and Nation. Such new industry creates greater employment opportunities for citizens of the State and the Nation and an improvement in their standard of living.

(B) The creation and development of intellectual property at the University encourages new business and is key to creating strong University and industry partnerships. It is the responsibility of University employees to disclose intellectual property and to foster an entrepreneurial attitude within the work force by involving students in the creation of intellectual property. Intellectual property development shall be pursued in concert with, but subject to, the University's principle responsibilities of education and knowledge creation.

(C) Therefore, it is in the best interest of the University to adopt a policy that encourages disclosure of discoveries and inventions and rewards such creative activity. To do so, the University policy must insure that creators of copyrightable works or trademarks and inventors share in any financial success enjoyed by the University through the creation and commercialization of intellectual property. The basic objectives of the University's policy concerning creative works, trademarks, discoveries, and inventions (i.e., intellectual property) include the following:

- (1) To maintain the University's academic policy of encouraging research, publication, and scholarship independent of potential gain from royalties or other income.
- (2) To make patented materials created pursuant to University objectives available in the public interest under conditions that will promote their effective utilization and commercialization.
- (3) To provide adequate incentive and recognition to faculty and staff through proceeds derived from their creative works, trademarks, discoveries, and inventions.

**3.27.2****PATENTS****(A) OWNERSHIP**

All discoveries and inventions, whether patentable or un-patentable, and including any and all patents (domestic and foreign) based thereon and applications for such patents, which are made or conceived by any member of the faculty, staff, or student body of The University of Oklahoma, either in the course and/or scope of employment for The University of Oklahoma or substantially through the use of facilities or funds provided by or through the University shall be owned by and be the property of the Board of Regents of the University of Oklahoma and the member will assign and does hereby assign all of member's rights in and to the discoveries and

inventions to the Board of Regents of the University of Oklahoma except as described below. Faculty having rights to discoveries/inventions prior to employment at the University of Oklahoma should notify the Office of Technology Development of such intellectual property so that ownership to any further development of that same intellectual property at the University of Oklahoma may be established, by written agreement, with the University Vice President for Technology Development. The Vice President for Technology Development shall consult with the Provost of the Health Sciences Center or his designee before entering a contract with faculty at the Health Sciences Center. In the event faculty or staff make discoveries or inventions outside the course of and/or scope of employment and using no University facilities, equipment, or supplies, or if using such reimburses the University for this use in accordance with a prior written agreement with the University and in accordance with University policy, title to such discoveries or inventions shall remain in the inventor, provided the University Vice President for Technology Development determines that the discovery or invention was made under these conditions. The inventor shall nonetheless submit a disclosure form to the Office of Technology Development. This disclosure shall contain sufficient information to enable the University Vice President for Technology Development to make a determination. If confidential information is required, the University will sign a nondisclosure agreement for purposes of this review. Should the University Vice President for Technology Development determine that the University does have a proprietary interest, a more complete disclosure may be required before making a decision in regard to title, the University Vice President for Technology Development shall consult with the Provost of the Health Sciences Center when the faculty member is based at the Health Sciences Center. If it is determined that the University has an interest, the provisions of this policy shall then be applicable. Appeals of such determinations may be made to the Faculty Appeals Board and then to the President. All rights in and to discoveries and inventions described in this policy shall be disclosed to and inventor will assign and hereby does assign all rights in and to said discoveries and inventions to the Board of Regents of the University of Oklahoma as a specific condition of employment with the University and admission to and/or attendance at the University. Faculty, staff and students shall execute any and all documents the University deems reasonably necessary to evidence such ownership, meet its legal obligations and effect patent protection, domestic and foreign, for the University or its nominee. All costs involved in obtaining and maintaining patent protection shall be borne by the University or its nominee. The University agrees to act in good faith with respect to the determination of ownership.

**(B) REVENUE**

The Revenues (e.g. royalties and other revenue fees of cash and equity) received by the University directly attributable to the licensing, sale, or commercialization of a University discovery or invention as described in section 1 will be distributed among the discoverer(s)/inventor(s), his/her/their primary department(s) and the University, in accordance with the following formula:

- (4) 35% of Revenues to the discoverer(s)/inventor(s) (as submitted on the Invention Disclosure Form);
- (5) The remaining 65% to be used to reimburse the University for any remaining expenses not previously recouped that it has or shall incur directly in connection with the discovery or invention at issue;

- (a) After such expenses have been recouped, the remaining 65% will be distributed as follows:
  - (i) 20% to originating college(s), half of which to go to the originating department
  - (ii) 5% to President's discretionary fund
  - (iii) 5% to the campus Vice President for Research
  - (iv) 15% to OTD to apply to operational expenses with a pro rata share to go to the originating campus (at least 80%) Office of Technology Development
  - (v) 20% to the Growth Fund maintained for each originating campus
- (3) Stock certificates issued to the University shall be held by the Controller's Office of the Norman Campus. The right to receive such royalty Revenue shall be extended to the inventor(s) in the event that the inventor is no longer an employee or student of the University. Such right shall also accrue to the estate of the inventor(s). Inventor(s) and/or their successors or assigns shall have the responsibility to provide the Office of Technology Development of the respective campuses with all the necessary information to make payments to the appropriate parties, including without limitation, current addresses; provided, failure to keep the University so informed shall permit the University to hold all such Revenue for such parties for a reasonable time or until the lawful beneficiaries make claim thereto.
- (4) The ~~University Vice President for~~ Office of Technology Development shall establish and maintain a "Growth Fund" for each originating campus to be used to stimulate general faculty intellectual property disclosures as well as technology development and transfer. The fund will be used to further stimulate researchers on each campus to make proposals when there is a need for additional funding to provide prototypes, additional research results, and/or "gap" funding to keep a program in place during transition. Those accessing the Fund will be expected to repay the fund at a ~~target~~ rate and in a manner appropriate to the use(s) of the funds provided of two times the amount awarded from the fund. This fund will be administered under guidelines consistent with the research and scholarly missions of the University in consultation with the University Patent Committee. The Executive Director of the Office of Technology Development will chair a university-wide committee consisting of the Vice President for Research of each campus (or his/her designee), a member of the faculty of Entrepreneurship and Economic Development Division of the Price College of Business and at least one outside advisor to establish criteria and review applications from each campus for funding. The University Growth Fund committee will solicit applications not less than annually and recommend fund allocations to the President. Health Sciences Center Senior Vice President and Provost will confer with the University Vice President for Technology Development prior to the Provost's allocation of funds. If the University Vice President for Technology Development does not approve of

~~the proposed allocation, the proposed allocation will be submitted to the President for final approval or disapproval.~~

- ~~(4)~~(5) When there are two or more discoverers/inventors, each shall share equally in the inventor's share unless all discoverers/inventors agree in writing to a different distribution of such share. Such originally-signed agreement shall be filed with the Office of Technology Development of the respective campuses of the discoverer(s)/inventor(s). No distribution of cash Revenues will be made until this issue is resolved by the discoverer(s)/inventor(s) or their successors in interest.
- ~~(5)~~(6) The discoverer(s)/inventor(s) and his or her college shall be paid their share of the cash Revenues upon receipt of the University and will be furnished with a statement of Revenue derived from the commercialization of the invention at the time of payment. In the event of any litigation, actual or imminent, regarding patent rights, the University may withhold distribution until resolution of the particular matter. The University does not act as a fiduciary for any person relating to consideration received under the terms of this policy.

### (C) EQUITY MANAGEMENT COMMITTEE AND POLICY

~~For any acquisition or disposition of equity assets exceeding \$1,000,000.00, the Equity Management Committee shall consider the University's acquisition of equity assets actions by reviewing a written description of the proposed acquisition or disposition, which proposal shall be provided to members of the Equity Management Committee by the University Vice President for Technology Development. Unless a Any Committee member may seeks additional clarification on the proposed transaction by requesting a Special Meeting of the Committee within five (5) calendar days of the receipt of the written proposal. Otherwise, review of the proposal shall be concluded. Additionally, the Committee shall approve the disposition of equity assets obtained through the commercialization of University technology which is valued under \$250,000.00, e.g. whether to sell, trade or hold the assets, as it deems to be in the best interests of the University considering, among other factors, the requirements of the University and risks associated with holding the particular equity/stock asset. For disposition of assets valued \$2501,000,000.00 and above, the committee's shall make recommendations, upon the approval of the President, shall be presented for formal action to the Board of Regents at their next regularly scheduled meeting, with regard to their disposition. Provided in such cases, should the committee determine that University interests require a decision regarding the disposition of such assets prior to the next regularly scheduled meeting of the Board of Regents, it shall be authorized to do so, upon the approval of the President, and the results shall be reported at the next meeting of the Board. Following the end of each fiscal year, the University Vice President shall provide to the Equity Management Committee a written summary of the operations and status of the At the call of the University equity holdings. Vice President for Technology Development, the committee shall meet together in person, by teleconference or other acceptable means on an "as needed" basis in order to make decisions in a timely fashion regarding equity/stock as it is received by the University. However, such meetings shall take place not less than once each fiscal year. The committee shall meet to review current assets, previous management actions taken and for any other purpose related to management of the equity assets.~~

The committee shall consist of two current members of the Board of Regents (to be appointed by the Board), the University Vice President for Technology Development, University General Counsel, a knowledgeable University employee who shall be appointed by the President and two extra-mural members familiar with such matters by education, training and/or experience.



From recommendations by the President, the Board of Regents of the University shall appoint the two non-employee members of the committee, who shall serve at the convenience of the Regents. Appointments shall be made on an annual basis, at the time of the Board of Regents' officer elections (March).

**(D) ADMINISTRATION**

The President of the University, after consultation with the University Vice President for Technology Development and appropriate campus officials, shall determine the disposition of University discoveries and inventions described in this policy as deemed prudent and consistent with the University's mission to ultimately convey the benefits of its research to the public for the general welfare of the State and Nation. In determining the proper disposition of University discoveries and inventions, the University President shall consult as necessary with scientific and/or technical and/or business subject matter experts in fields appropriate to the discovery or invention under consideration. Among other choices, the University President may:

- (1) License the discovery and/or invention to third parties to provide for the further development and/or commercialization of the property;
- (2) Transfer the discovery and/or invention for commercialization by entering into commission agreements with third parties to identify potential licensees to further develop and commercialize the property;
- (3) Transfer rights to the property to a patent service organization to further develop and commercialize the property;
- (4) Allow rights (U. S. and foreign) to the discovery or invention to revert back to the Federal agency that funded the development of the discovery;
- (5) Transfer rights (U. S. and foreign) to the discoverer(s)/inventor(s) if requested by the discoverer(s)/inventor(s), and the University President determines that the discovery/invention will not be pursued further by the Office of Technology Development.
  - (a) If Federal funds were used in the development of the discovery/invention, such transfer of rights are subject to a reversionary right in the Federal government as described in 37 CFR sec. 401.
  - (b) Such transfer also shall be subject to an irrevocable, non-exclusive, royalty-free, and world-wide right and license in the University to make, use, and/or practice the discovery or invention for University education, research and/or service purposes. The University also reserves the right to publish and or present information and data obtained in the research project resulting in the discovery or invention being transferred, assuming such rights do not jeopardize the discoverer's/inventor's patent rights. Faculty, staff and students shall execute any and all documents, as the University deems reasonably necessary to confirm or enforce such reserved right and license.

- (c) Such transfer shall be limited to the discovery or invention duly disclosed to the University, in writing, as of the time the transfer is requested by the discoverer/inventor;
- (6) Transfer rights to the discovery and/or invention to the person(s) or entity sponsoring the research in the course of which the discovery or invention was made if such action is required under the terms of the research agreement or is required by law; or
- (7) Transfer the discovery and/or invention into the public domain through publication of the invention by the discoverer/inventor. All transfers of University discoveries or inventions shall be subject to and contingent upon any rights in third parties as may be governed and/or required by, among other things, sponsored research agreements, other third-party contracts, or law.

The University Vice President for Technology Development shall be responsible for administering the patent affairs of the University in a manner consistent with this Policy. The University Vice President for Technology Development shall cooperate with the appropriate campus officers to establish written policies to be approved by the President and distributed to the faculty, staff and students of the University, governing procedures to be followed in processing discoveries and inventions generated within the University. The Office of Technology Development shall provide information regarding disposition of specific discoveries/inventions to the inventor(s) no later than six (6) months from the date the discovery/invention is marketed by the Office. If the Office of Technology Development is not going to pursue marketing and/or protecting the invention, rights in and to the discovery/invention shall revert to the inventor(s) upon his/her request.

When it is in the best interest of the University to get its technology into the marketplace, when the longer term opportunity for returns to the University and the State exceed the short term value of not taking equity, then the University President will approve taking equity. As a matter of principle some equity is desirable in all transactions to create the best opportunity for the University and the State of Oklahoma to get a fair return on the technologies transferred from the University to the marketplace.

#### **(E) DISCLOSURE**

It is the responsibility of faculty, staff or students of the University of Oklahoma to report all inventions they may develop during their term of employment or registration as a student. Any discovery/invention, whether or not patentable, must be reported to the University by filing an Invention Disclosure Form with the appropriate technology development office. Such Invention Disclosure shall provide sufficient information so that the Office of Technology Development, in conjunction with others, can determine its commercial potential and patentability. Although the maintenance of the laboratory notebooks that describe the discovery/invention is the responsibility of the discoverer/inventor, the Office of Technology Development may require access to such notebooks at any time throughout the prosecution and maintenance stage of patenting the discovery/invention.

#### **(F) TERM**

The terms of this Patent Policy are a part of any contractual relationship of the University of Oklahoma with any member of the faculty, staff, or student body. This Policy, as amended from time to time, shall be deemed to be part of the conditions of employment of every University employee or a part of the conditions of enrollment and attendance of every student at the University. Any licensing Revenues received throughout the duration of such license shall be distributed in accordance with the distribution policy in effect at the time of the signing of such license and can only be changed through mutual agreement of the parties receiving portions of such Revenue.

### **(G) UNIVERSITY PATENT COMMITTEE**

The University shall have a Patent Committee (for each Campus) that shall consider and investigate disputes among administrators, faculty, or staff and shall recommend appropriate solutions to the President. This committee shall be convened as needed and will consist of one student member appointed by the Graduate Student Senate for one year, two staff members, one appointed by the President and one appointed by the Staff Senate, and five faculty members, three appointed by Faculty Senate and one each by the President and the Vice President for Technology Development. All staff and faculty appointments are for three-year terms. This Committee will assist the University Vice President for Technology Development in setting policy and procedures that will be implemented on a daily basis by the Office of Technology Development staff. The committee will provide a forum for faculty, staff, and students to present any issues such as, but not limited to, Revenue sharing, ownership, etc. The committee will make recommendations to the University Vice President for Technology Development for the handling of these issues. The Director of the respective campus' Office of Technology Development, the respective campus' Vice Presidents for Research, and University Counsel shall serve as ex-officio members of the committee.

### **(H) USE OF FACILITIES**

- (1) As outlined in the Oklahoma Technology Transfer Act of 1998, use of the facilities of the University by a business enterprise or private business entity is allowed when that project involves the research or development of a University technology, whether or not the technology is protected pursuant to federal or state law governing intellectual property, the results of which have potential economic and academic value for the University. Such use of University facilities must be on a "space-available" arrangement in which normal University activities are not displaced. The use of such facilities by a business enterprise or private business will be done on a fee-for-service contract and in conjunction with projects where the University has a vested interest in the outcome of the transfer of University technology, through research and development of a discovery/invention for commercialization purposes, scholarly rewards, or furthers the University's educational, research, or public service missions.
- (2) The University may take an equity stake in such business enterprises or private businesses in consideration for the use of such facilities and/or the development of University discoveries/inventions which shall be managed in accordance with the University's policies on stock acquisition and management. Any cash Revenues received from the sale or trade of such equity stocks shall be distributed as if received as royalty income. If the equity interest is acquired through an exchange of value other than money and the exchange of value is made in connection with

the development of technology by the private business enterprise through the use of the facilities or resources or both of an institution within the Oklahoma State System of Higher Education, acquisition of an equity interest shall be permissible through the use of the facilities, premises or assets of an institution within The Oklahoma State System of Higher Education through the use of faculty expertise or student expertise, including the value of time expended by faculty or students upon developing a technology in connection with a private business enterprise or private business entity. No state appropriated monies shall be used or obligated to acquire an ownership interest in a private business enterprise except as authorized by the provisions of this section.

## **(I) BACKGROUND**

A patent is a grant issued by the U. S. Patent and Trademark Office (PTO) that provides the assignee of the patent the right to keep others from practicing or using its patented invention. Patents are issued for inventions that are novel (not published, sold, or utilized for more than one year), useful, and non-obvious to others equally skilled in the art. (In almost all foreign countries, to be patentable, an invention requires complete novelty. In others words, it cannot have been published, used, sold, or bartered publicly prior to the filing of a patent application either in the country itself or in the United States PTO.) U. S. Patent Law has maintained the first-to-invent rule. What this means is that the first person to conceive and reduce to practice the invention shall be entitled to the patent. Foreign countries rely on the first-to-file concept in issuing patent rights. In the case of U. S. law, the laboratory notebooks of the discoverer(s)/inventor(s) may be crucial to the overall outcome as to whom the patent is issued. Laboratory notebooks should be bound notebooks where corrections are readily identifiable. The pages of the notebooks should be signed, dated, and witnessed on a daily basis and stored in a secure location. The term of patent applications filed in recent years is twenty years from the date of application. The laboratory notebooks should be maintained at least for that period of time. (Regents, 12-9-99, 12-02-01)

### **3.27.3**

## **TRADEMARKS**

A trademark identifies an item of intellectual property or an educational or training service. The University owns all rights and titles to any trademarks related to any item of intellectual property owned by the University. Any cash Revenues received in exchange for the commercial use or sale of such trademark shall be distributed as those cash Revenues received for discoveries/inventions. (Regents, 12-9-99)

### **3.27.4**

## **COPYRIGHT**

### **(A) PREFACE**

Copyrights are created by the Constitution and the laws of the United States to promote the progress of science and the useful arts by securing for limited times to authors the exclusive rights to their works and writings. The basic objectives of the University's policy concerning copyright include the following:

- (1) To maintain the University's academic policy of encouraging research and scholarship as such without regard to potential gain from royalties or other income.
- (2) To make copyrightable materials created pursuant to University objectives available in the public interest under conditions that will promote their effective utilization
- (3) To provide adequate incentive and recognition to faculty and staff through proceeds derived from their works.
- (4) To stimulate creativity across all media.

**(B) POLICY**

It is the policy of the Board of Regents of the University of Oklahoma that all rights in copyright shall remain with the creator of the work unless the work is created with substantial use of University resources, is specifically assigned or commissioned by the University, is subject to non-University contractual or legal obligations, or is a "work made for hire" as that term is defined by U.S. Copyright Law.

**(C) OWNERSHIP****(1) Scholarly/Aesthetic Works**

In keeping with traditional academic practice and policy, ownership of copyrights to works of artistry or scholarship in the creator's professional field such as textbooks, course materials, scholarly papers and articles, software and other computer materials when they are works of artistry or scholarship, novels, poems, paintings, musical compositions or other such works of artistic imagination produced by University employees who have a general obligation to produce such works where the specific choice, content, course, and direction of the effort is determined by the employee without direct assignment or supervision by the University shall reside in the creators and the works shall not be deemed "works made for hire" under this policy unless they are also sponsored/contracted works or specifically assigned by the University. Copyrighted courseware and/or software that are not associated with traditional works as described above shall fall under and are subject to the Patent Policy. The general obligation of faculty to produce scholarly works does not constitute specific assignment. Upon request by the University, the creator(s) will grant the University a nonexclusive, free of cost, world wide right and license to exercise all copyright rights in and to the work, except the right to commercially display, use, perform, or distribute copies of the work, unless to do so would impair the ability of the creator to have the work published or distributed. If a use of the work by University is reasonably determined by the creator to impair the exercise of such rights, the University shall discontinue the impeding use but otherwise shall remain free to use the work as provided in this Paragraph 3.1. Subject to the approval of the Vice President for Technology Development, the University will assist any University employee wishing to commercially exploit a scholarly/aesthetic work falling under this paragraph, through the Office of Technology Development and its

respective campus officers. In such cases, the University will normally own the work and the provisions of the Patent Policy shall apply.

(2) Personal Works

Ownership of copyrights to works prepared outside the course and scope of University employment and without the substantial use of University resources (equipment, facilities, services or funds (regardless of source) administered by and/or under the control of the University) shall reside with the creators; provided, the provision of office facilities, limited secretarial assistance, library facilities for which special charges are not normally made or other resources which are made available to the public without charge, shall not be considered substantial use of University resources.

(3) Sponsored Works

Ownership of copyrights to works produced by or through the University in the performance of a written agreement between the University and a third-party/sponsor shall be governed in accordance with the agreement. If the agreement is silent in that regard, ownership shall be governed by the other provisions of this policy.

(4) Commissioned Works

Ownership of copyrights to works produced for University purposes by persons not employed by the University or by University employees outside their regular University employment (commissioned works) normally shall reside with the University. In all cases, copyright ownership shall be specified in a written agreement approved by University legal counsel signed by the parties. Any commissioned work agreement which provides for ownership by other than the University shall also provide, to the fullest extent possible, that the University will have an irrevocable, free-of-cost, non-exclusive, world-wide license to exercise all copyright rights in and to the work, except the right to commercially display, use, perform or distribute copies of the work unless to do so would impair the ability of the University employee creator to commercially or professionally exploit the work. If a use of the work by University is reasonably determined by the University employee creator to impair the exercise of such rights, the University shall discontinue the impeding use but otherwise shall remain free to use the work as provided in this Paragraph 3.4.

(5) University Works.

Except as otherwise provided in this Policy, the University shall own all copyrights to works made by University employees in the course and scope of their employment and shall own all copyrights to works made with the substantial use of University resources. Provided, the University shall give due regard to the creator's interests in the quality and integrity of the work and where appropriate grant recognition for creation of the work. To the extent consistent with University rights under the U.S. copyright law, nothing herein shall be construed to prevent the creator from using his/her knowledge, expertise, research, and creative achievement in other employment.

(6) Student Works.

Ownership of copyrights to works produced by enrolled students without the use of University funds (other than Student Financial Aid), that are produced outside any University employment and are not sponsored or commissioned works, shall reside with the student creator(s). Provided however, in all cases a student's graduate thesis or dissertation shall be deemed a student work under this policy but as a condition of enrollment and awarding a degree, the University reserves an irrevocable, non-exclusive, free-of-cost and world-wide right to reproduce in any media and distribute to the public, on a non-commercial basis, copies of said theses and dissertations, unless to do so would impair the ability of the creator to commercially or professionally exploit the work. If a use of the work by University is reasonably determined by the creator to impair the exercise of such rights, the University shall discontinue the impeding use but otherwise shall remain free to use the work as provided in this Paragraph 3.6

(7) Jointly Originated Works.

Ownership of copyrights to jointly originated works shall be determined by separately assessing the category of work of each creator under this Section 3. Rights between joint owners of a copyright shall be determined pursuant to copyright law or by agreement between the owners of the work.

**(D) REVENUE SHARING**

The University may assign or license its copyrights to others. The University shall share royalty Revenue derived from such assignment or license which it receives through copyrights with the creators, as provided for in the Patent Policy above. Notwithstanding the above or anything else to the contrary herein, staff employees are not eligible to share Revenues received from University owned copyrights where such employees create copyrightable works as a part of their normal responsibilities of University employment. Provided, a staff employee may apply to the appropriate Senior Vice President and Provost to be treated as a faculty member for purposes of revenue sharing for a work resulting from a specific project upon a showing that his/her duties and responsibilities in that project are, in practical effect, substantially the same as those of a faculty member.

**(E) ADMINISTRATION**

(1) Release to the Creator.

An individual creator of a University owned work may seek transfer of the University owned copyright to him/herself by making a written request to the appropriate Provost. If the University decides not to exploit such work, then it may transfer the copyright, by written agreement, to the individual creator to the extent consistent with any applicable third-party agreement or law. Provided, such transfer shall be subject to an irrevocable, non-exclusive, free-of-cost and worldwide license in the University to exercise all rights under the copyright in the work except the right to publicly distribute copies for commercial purposes or such other conditions as may be agreed upon in writing between the individual creator(s) and the Senior Vice President and Provost, unless to do so would impair the ability of the creator to have the work published or distributed. If a use of the work by the University is reasonably determined by the creator to impair the exercise of such rights as transferred in the agreement, the University shall

discontinue the impeding use but otherwise shall remain free to use the work as provided in this Paragraph 5.1.

(2) Disclosure and Protection.

An individual creator of a University owned copyrightable work shall protect the work by placing the following statutory copyright notice on all copies thereof (“Copyright [insert year produced, e.g., 2000], the Board of Regents of the University of Oklahoma.”). If the creator believes the work may have commercial value, he/she shall promptly provide written disclosure of the work to the appropriate Senior Vice President and Provost.

(3) Legal Compliance.

Any work created by a University employee or student, to the best of his/her knowledge and informed belief, shall not infringe on any existing copyright. Creators of copyrightable works subject to this policy and the University shall cooperate as reasonably necessary to effect the terms of this policy. For example, if copyright to a work of scholarship vests in the University by law, the University will, upon request and to the extent consistent with its legal obligations to third parties, promptly execute such documents as will transfer copyright to the faculty creator(s).

(a) The Senior Vice President and Provosts, Norman Campus and the Health Sciences Center, shall be responsible for administering the copyright affairs of the University in a manner consistent with this policy. The Senior Vice President and Provosts shall cooperate in consultation with the Copyright committee on each campus to establish written directives to be approved by the President of the University and distributed to the employees and students of the University, which shall govern the procedures to be followed in processing copyrighted works created within the University.

(b) The University does not act as a fiduciary for any person concerning consideration received under the terms of this policy.

(c) The University Vice President for Technology Development may negotiate ownership of copyrighted works with research sponsors when it is in the best interest of the University to do so. Otherwise, all rights are as described above.

(d) Faculty having rights to copyrighted works prior to employment at the University of Oklahoma should notify the Office of Technology Development of such intellectual property so that ownership to any further development of that same intellectual property at the University of Oklahoma may be established, in a written agreement with the University.

**(F) CONTRACTUAL TERM**

The terms of this copyright policy are a part of any contractual relationship of the University with any member of the faculty, staff or student body. This policy, as amended from time to time, shall be deemed to be a part of the conditions of employment of every University



employee and a part of the conditions of enrollment and attendance of every student at the University.

**(G) RESOLUTION OF CONFLICT**

Should disputes arise relative to the ownership of copyright between the creator and the University, the matter will be referred to the Copyright Committee, which will make recommendations to the President for proper resolution of the disputes. Either the University or creator may contact the Provost to arrange to have the Copyright Committee meet to consider such disputes.

**(H) UNIVERSITY COPYRIGHT COMMITTEE**

(1) The University shall have a Copyright Committee for each Campus that shall consider and investigate disputes among administrators, faculty, or staff and shall recommend appropriate solutions to the President. The committee's responsibilities shall include, but not be limited to, disputes concerning:

- (a) Ownership of copyright; and
- (b) Terms of commissions.

(2) The Copyright Committee of each campus shall have as its members:

- (a) One member appointed by the President for a four-year term;
- (b) One student member appointed by the Graduate Student Senate for one year;
- (c) Two staff members, one appointed by the President, one appointed by the Staff Senate, all appointments are for three years; and
- (d) Three faculty members with two appointed by the Faculty Senate and one by the President. All appointments are for three-year terms. Tie votes will be settled by chair of Faculty Senate, who shall be an ex-officio member of the committee. Each member of the committee shall have one vote. The committee shall keep its own records, determine its own procedures, and elect its own chair who shall report to the President. The committee also may review this policy from time to time and may recommend changes to the President. (Regents, 11-13-80, 10-14-82, 1-15 87, 1-16-89, 6-13-91, 12-9-99, 12-7-01, 1-27-04 )

PROPOSED CHANGE TO 4.5, SUBSECTION 11:

Acceptable methods of payment for delinquent accounts shall be determined by the Vice President for Administration and Finance. Only those payment methods that are approved by the Vice President for Administration and Finance and the University's General Counsel as secure forms of payment may be accepted by the Bursar's Office or the University Collections Department for delinquent accounts. Delinquent accounts may be referred for collection action to Legal Counsel or its designee. In such cases, the student is responsible for any collection costs or fees, including attorney's fees, assessed to his or her delinquent account.

## **3.5.2 — INTERNAL AUDIT CHARTER**

### **MISSION**

The mission of University of Oklahoma Internal Audit is to assist management and staff of the universities under the governance of the University of Oklahoma Board of Regents in the effective discharge of its responsibilities by providing them and the Board with independent and objective analysis, appraisals, recommendations, and pertinent comments with reference to:

- the adequacy and effectiveness of the internal control structure,
- the safeguarding of assets,
- compliance with applicable laws, regulations and university policies, and
- the achievement of management's objectives.

### **DEFINITION OF INTERNAL AUDITING**

Internal auditing is an independent, objective assurance and consulting activity designed to add value and improve an organization's operations. It helps an organization accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

### **AUTHORITY AND ORGANIZATION**

Oklahoma law provides that the University of Oklahoma Board of Regents ('the Board') shall establish an internal audit function that employs a sufficient number of internal auditors to meet the Board's fiduciary responsibilities.

The internal audit function shall be responsible to the Board and the University of Oklahoma President. The Chief Audit Executive will report functionally to the Board and administratively (i.e. day-to-day operations) to the President.

University of Oklahoma Internal Audit ('Internal Audit') will govern itself by adherence to the Institute of Internal Auditors' guidance including the *Definition of Internal Auditing*, the *Code of Ethics*, and the *International Standards for the Professional Practice of Internal Auditing*.

The Chief Audit Executive is authorized by the Board to direct a broad, comprehensive program of internal auditing throughout the universities under the governance of the Board ('universities'). This includes University of Oklahoma activities in Norman, Oklahoma City and Tulsa, and activities at Cameron University, Rogers State University and at any other locations for which the Board has responsibility.

Internal Audit will determine whether the universities' control, risk management, and governance processes, as designed and implemented by management, are adequate and functioning. In order to accomplish these objectives, the Chief Audit Executive and the Internal Audit staff are authorized by the Board and the President to have full, free, and unrestricted access to all the universities' functions, records, property, and personnel. In the event any officer, agent, or employee of the universities shall fail to co-operate fully with the Chief Audit Executive or shall otherwise hinder or prevent or attempt to hinder or prevent any audit, the Chief Audit

Executive shall immediately and simultaneously report the same to the President and to the Finance and Audit Committee of the Board. Under Oklahoma law, any person who alters or destroys records needed for the performance of an audit or causes or directs a subordinate to do such acts shall be guilty of a felony punishable by imprisonment and/or a fine, and also subject to immediate removal from office or employment.

The Board shall:

- With the advice of the President, appoint and terminate the Chief Audit Executive
- Approve the Internal Audit Charter
- Annually, review and approve the plan of work to be performed by Internal Audit
- Quarterly, receive communications from the Chief Audit Executive on the internal audit activity relative to the plan and other matters.
- Make enquiries of management and the Chief Audit Executive regarding scope and resources.

### **INDEPENDENCE AND OBJECTIVITY**

The Chief Audit Executive and Internal Audit staff will have no direct operational responsibility or authority over the activities audited. Accordingly, they will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair independent and objective judgment.

To permit the maintenance of a fully independent and objective approach, the internal audit activity will remain free from interference by any element in the organization, including matters of audit selection, scope, procedures, frequency, timing, or report content.

Internal auditors will exhibit professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined. Internal auditors will make a balanced assessment of all the relevant circumstances and not be unduly influenced by their own interests or by others in forming judgments.

The Chief Audit Executive will confirm to the Board, at least annually, the organizational independence of the internal audit activity.

### **RESPONSIBILITIES**

The Chief Audit Executive will have the responsibility for the direction, personnel, budget, and day-to-day operation of the internal audit function.

Internal Audit shall:

- Develop a risk analysis to identify the higher risk activities of the universities.
- Annually prepare and submit a risk-based Audit Plan for review by the Finance and Audit Committee and approval by the Board.
- In accordance with the annual Audit Plan, perform audits that review and evaluate internal controls and the quality of ongoing operations to help ensure management compliance with laws and regulations, university and departmental policies, plans and procedures.

- Prepare an Audit Report for each audit that will comment on the adequacy of internal controls and recommend action for management to correct any deficiencies. Obtain a written response from management with an agreed timetable for corrective action.
- Submit a copy of each final Audit Report to the President, and to the Vice President for University Governance for distribution to the Board, and to the executive officer responsible for the audited activity and appropriate administrative personnel. The Regents shall have the opportunity to discuss reports with the Chief Audit Executive.
- Perform follow-up procedures to ensure that recommended corrective action has been implemented. Report to the Finance and Audit Committee instances where recommendations have not been fully implemented by management after a reasonable period of time.
- Submit quarterly activity reports to the Finance and Audit Committee that summarize audit work performed.
- Report annually on the adequacy of the internal control structure for the universities according to the audit work carried out during the year.
- Conduct special reviews and consulting services as directed by the Presidents or the Board. Special reviews and consulting services requested by departmental management may be performed at the discretion of the Chief Audit Executive.
- Investigate reported or suspected acts of theft, fraud, or misuse, abuse or misappropriation of resources, and report to the Finance and Audit Committee accordingly.
- Serve as facilitator and coordinator for federal, state, and other external audit agencies. External audit agencies shall contact the Chief Audit Executive for entrance and exit audit conferences.

### **QUALITY ASSURANCE AND IMPROVEMENT PROGRAM**

Internal Audit will maintain a quality assurance and improvement program. The program will include an evaluation of the conformance of the activities of Internal Audit with the Institute of Internal Auditors' *Definition of Internal Auditing* and the *International Standards for the Professional Practice of Internal Auditing* and an evaluation of whether internal auditors apply the *Code of Ethics*. The program will also assess the efficiency and effectiveness of the internal audit activity and identify opportunities for improvement.

The Chief Audit Executive will communicate to senior management and the Board on the internal audit activity's quality assurance and improvement program, including results of ongoing internal and external assessments.

### **FRAUD**

University employees have a duty to report instances of suspected theft, fraud, or misuse of funds to Internal Audit or via the University Fraud Reporting Hotline. Internal Audit will coordinate internal investigations with the appropriate university officials (e.g., Office of Legal Counsel, Campus Police, the Compliance Office, university officers, and/or departmental personnel). The responsibility of the Chief Audit Executive and Internal Audit with regard to fraud investigation is set out in the Fraud Prevention, Reporting and Whistleblower Policy.

### 3.9 — FRAUD PREVENTION, REPORTING, AND WHISTLEBLOWER PROTECTION POLICY

The University prohibits fraudulent and dishonest behavior in the conduct of University business. It is the policy of the University to prevent, deter, and detect dishonest and fraudulent activities and consistently investigate suspected fraud. For the purposes of this policy, fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it. Fraudulent activities may include, but are not limited to:

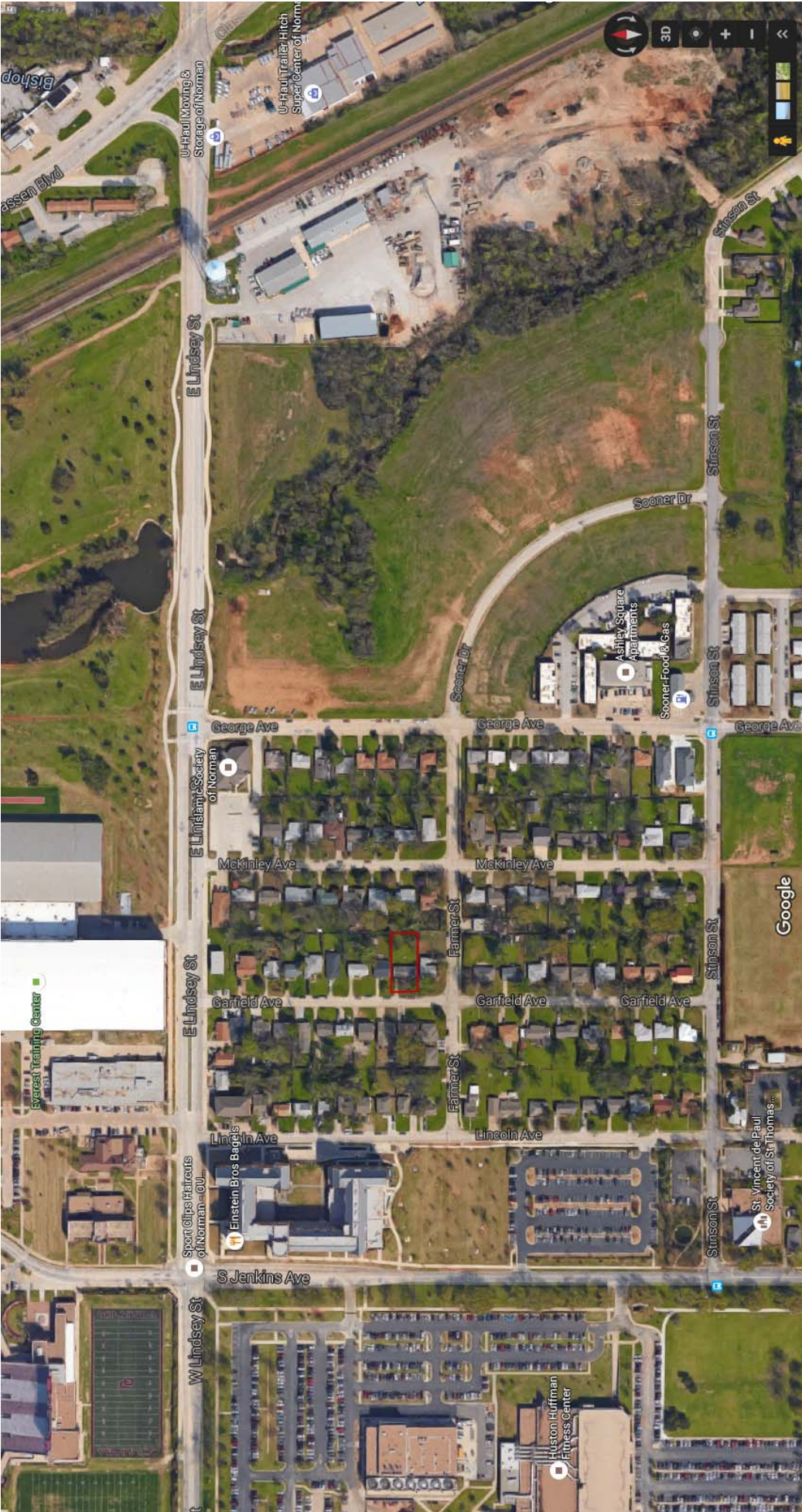
- Misappropriation of University property or other fiscal irregularities;
- Intentional misrepresentation in, or forgery or inappropriate alteration of, any document used for University business, including, but not limited to: checks, promissory notes, or securities; purchasing and procurement materials; employee benefit or salary-related items such as time sheets, billings, claims, assignments, or changes in beneficiary; records relating to health; student-related items, such as grades, transcripts, loans, or fee/tuition documents; and
- Willful and unauthorized destruction of records, property, or equipment with the intent to conceal evidence of fraud, dishonest behavior, or irregularities in the conduct of University business.

Fraud detected or suspected by a University employee must be reported immediately to the University's Internal Audit or the University Fraud Reporting Hotline. **University employees are prohibited from taking any retaliatory action against an individual for good faith reporting, or causing to be reported, suspected fraud.** Any person who has been subjected to retaliation in violation of this policy should notify any of the following responsible offices: Internal Audit, Legal Counsel, the University President, or the Board of Regents. If confirmed, retaliation in violation of this policy shall result in appropriate disciplinary action, up to and including termination.

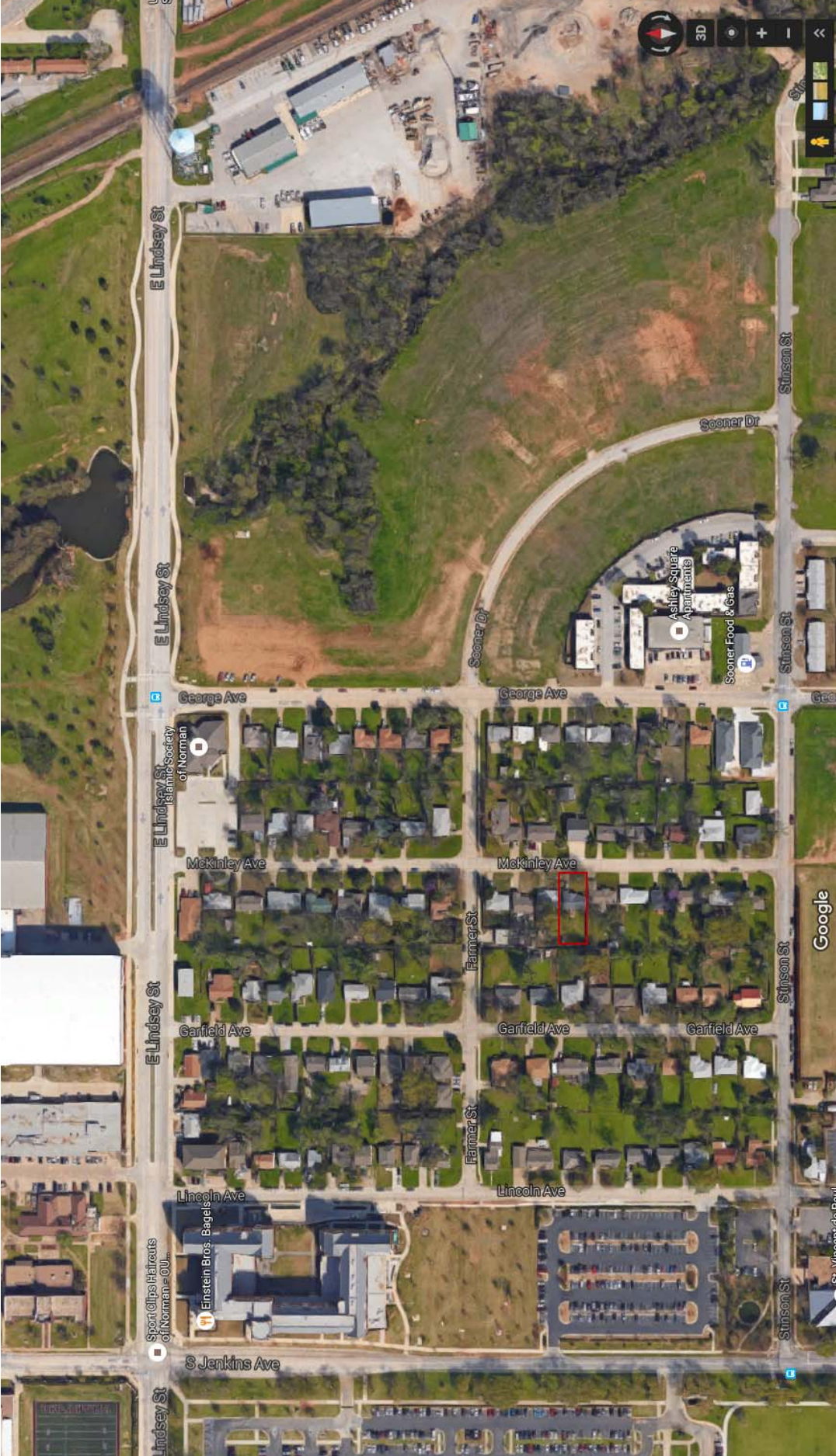
The Chief Audit Executive shall be responsible for managing investigations in response to reports of fraud, except when a real or reasonably perceived conflict of interest could compromise the validity of an investigation, as determined by the President of the University or the Board of Regents, in consultation with the General Counsel. In cases where a report of fraud implicates specialized subject matter or an area in which the University has established investigatory or review procedures (e.g., Academic Integrity, Compliance, Ethics in Research, Institutional Equity), the matter should be referred accordingly unless, as determined by the Chief Audit Executive in consultation with the General Counsel, such a referral is not in the best interest of the University.

Investigations of suspected fraud shall, to the extent reasonably practicable and to the extent permitted by law, be conducted in a manner that protects both the participants in an investigation and the reputation of the person(s) who are the subject of an investigation. If an investigation reveals evidence that supports a finding of fraud, the investigative report shall be referred to the executive officer over the area, the President, and/or the Board of Regents for corrective action. Corrective action may include, but is not limited to, disciplinary action against the perpetrator and/or adjustments to policies, procedures, or controls, or referral to law enforcement.

The Chief Audit Executive is empowered to 1) make recommendations to academic and administrative units to promote fraud prevention and deterrence, 2) adopt procedures consistent with generally accepted standards of fraud investigation to govern its conduct of fraud investigations, 3) manage the appropriate referral of reports.

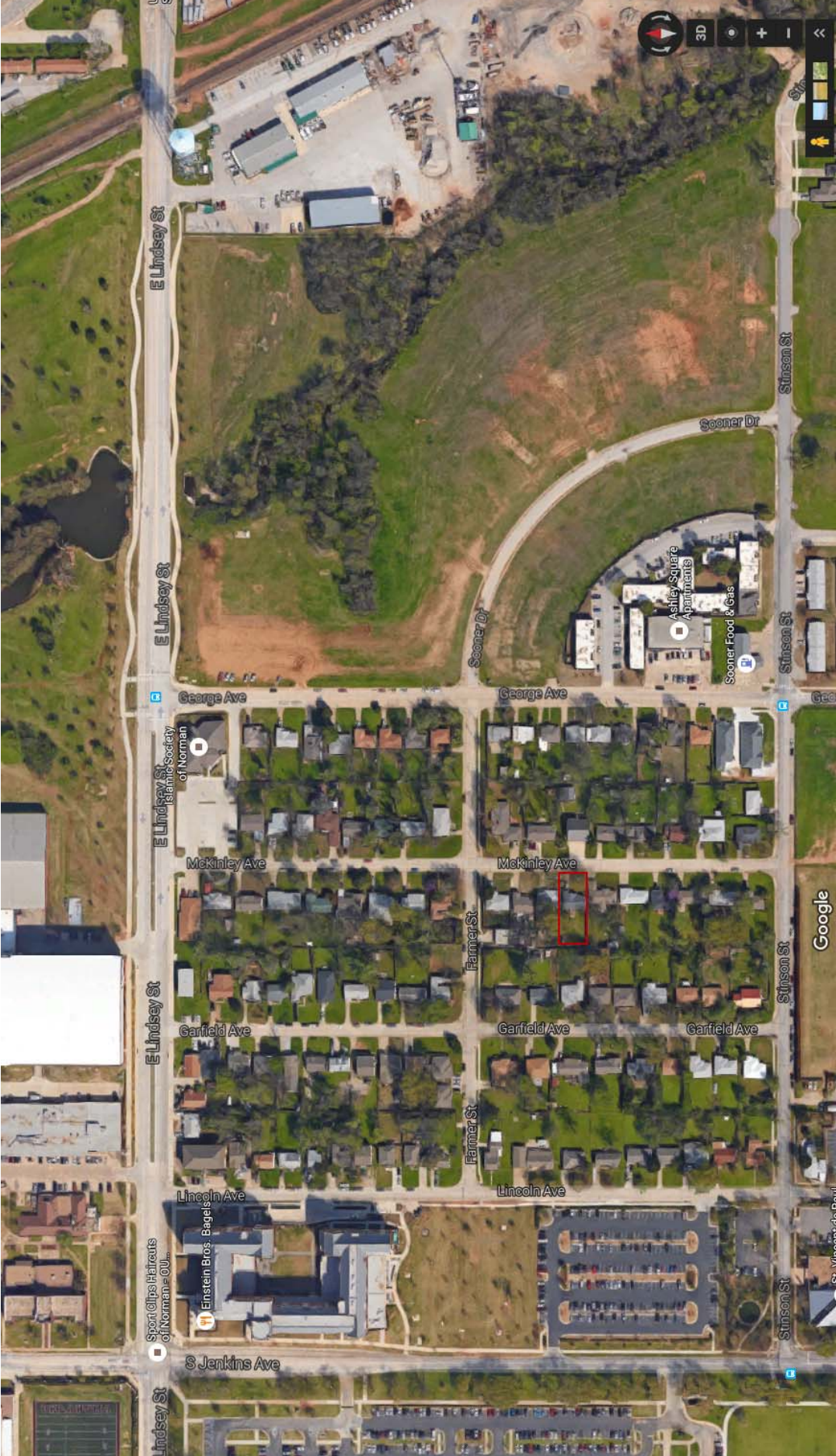


1317 Garfield Avenue



1406 McKinley Avenue





1406 McKinley Avenue

## **Gender-Based Misconduct Policy for Students**

### I. INTRODUCTION

Cameron 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. Gender-based misconduct is a form of sex-based discrimination. 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 and remedy its discriminatory effects.

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 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 or graduate 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 or graduate student at the University, including students on leave. If the respondent is a University employee, faculty, or other person doing business with the University, the investigation and disciplinary processes described in the Faculty Handbook and/or Employee Handbook will govern.

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, but is not meant to be all-inclusive:

- 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 gender-stereotyping
- 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, Office of 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.

#### C. Advocacy and Counseling Services and Healthcare Providers (Confidential)

The University can provide access to 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 their 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 a Deputy Title IX Coordinator(s), 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 Development 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.

**Title IX Coordinator:**

Thomas R. Russell  
Equal Opportunity Officer  
Howell Hall 210  
2800 W.t Gore Blvd.  
Lawton, Ok. 73505

[tomr@cameron.edu](mailto:tomr@cameron.edu)

Tele: 580-581-6712

**Deputy Title IX Coordinator:**

E. Law Enforcement (Non-Confidential)

Students may report gender-based misconduct to the Cameron University Office of Public Safety (OPS), the Comanche County District Attorney's Office, the Stephens 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. OPS 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 OPS can explain how to report sexual assault and other forms of gender-based misconduct to law enforcement. Confidential support resources or OPS 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 be investigated. 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 Equal Opportunity/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 if located off campus. You may also report it to the Office of Public Safety (OPS) (tele: 580-581-2237) 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; assist with arranging a meeting with victim advocate services; find counseling and support; initiate a criminal investigation; and answer questions about the criminal process.

The University will endeavor to follow up on any report it receives about possible gender-based 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 because it is necessary to carry out their duties and responsibilities; required by law; or as necessary to conduct an appropriate investigation. 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 INTERIM 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 interim 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, unless the report is confidential, 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 interim measures may include, but are not limited to:

- Moving a student's residence



- Adjusting a student's work schedule for University employment
- Changing a student's academic schedule
- Working with the Office of Academic Affairs to provide appropriate academic assistance
- 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.

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 reporting or connected with 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. 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, an 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.
- 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
  - Notice of whether an appeal has been filed.
  - Notice of whether the responsibility determination or sanctions have been modified.
  - Notice when the responsibility determination and sanctions become final.
- Hearing Panel
  - Notice of the date and time of any hearing and list of hearing panel members.
  - Notice of the hearing panel's findings, along with the rationale for the outcome. This notice will include an explanation of the University's appeals process.

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 an 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.

### IX. 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(s) (the Coordinator, the Deputy Coordinator, other specifically designated employee, or combination thereof) 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(s) will prepare a report detailing the relevant content from the interviews and the documentation gathered and submit it to the Coordinator if the Coordinator was not an investigator. 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 special circumstance, an investigation shall not last longer than 60 days.

X. SATISFACTORY RESOLUTION

If a complainant chooses to file a complaint, 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.

If the complainant, the respondent, and the Coordinator agree that an informal resolution should be pursued, the Coordinator, or their 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.

The complainant or respondent 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.

#### **XI. INVESTIGATION FINDINGS AND FINAL REPORT**

The investigator(s) shall prepare a final report rendering a finding based on the evidence as a whole, the totality of the circumstances, and the context in which the alleged incident(s) occurred, utilizing a preponderance of the evidence standard. The "preponderance of the evidence" standard means that it

is probably more true than not true that respondent engaged in the conduct at issue., *i.e.*, the facts complained of are more likely true than not. The Coordinator is authorized to take the following actions:

- **Satisfactory Resolution** - The matter is resolved to the satisfaction of all parties. Provided, however, there will be no direct mediation between the parties. If a resolution satisfactory to the parties is reached, the Coordinator may prepare a written statement or other applicable document indicating the resolution (*e.g.*, issuing a no contact order). At that time, the investigation and the record shall be closed. See section XI.
- **Dismissal** - No policy violation occurred and the complaint is dismissed. In such cases, this shall become a Final Report. Written notice of dismissal will be provided to each party involved. Within five (5) University business days of the date of the notice of dismissal, the complainant may, in writing, ask the Coordinator or their designee to reconsider the finding. The request for reconsideration of the finding must indicate how and why the finding was inaccurate. If after reconsideration, the Coordinator determines that additional evidence not available at the time of the report would materially alter the findings, he/she may conduct an additional investigation and report or may take appropriate action. If no appeal is filed within the five (5) University business-day period or the Coordinator does not act on the appeal within five (5) University business days, the case is considered closed and the findings are final. All appropriate administrative officials and parties shall be notified in writing that the matter is closed. The matter may be referred to the Office of Student Development, Human Resources, or the V.P. of Academic Affairs to determine whether any other University policies have been violated.
- **Determination of Impropriety** –
  - **Against a student** - A finding of impropriety or policy violation against a student will be referred to the Office of Student Development and be handled in accordance with this policy.
  - **Against a member of the faculty** – A finding of impropriety or violation against a member of the faculty will be referred to the V.P. of Academic Affairs and be handled in accordance with the Faculty Handbook. The Coordinator in consultation with the V.P. of Academic Affairs, may determine that the evidence is sufficiently clear and serious, warranting the immediate commencement of formal proceedings as provided in the Abrogation of Tenure, Dismissal before Expiration of a Term Appointment, and Severe Sanctions sections of the Faculty Handbook. If the President concurs with the finding of the Coordinator and V.P. of Academic Affairs, the case may be removed from the grievance proceedings contained herein and further action in the case shall be governed by the Abrogation of Tenure, Dismissal before Expiration of a Term Appointment, and Severe Sanctions section in the Faculty Handbook.
  - **Against an employee** – A finding of impropriety or violation against an employee will be referred to Human Resources.

For matters where it is determined that impropriety or other policy violation occurred, upon completion of the investigation report, the Coordinator shall make the appropriate referral within five (5) days.

Where there is a determination of impropriety against a student, the Office of Student Development shall determine appropriate sanctions or discipline in accordance with this policy and incorporate them into the report. This shall become the Final Report. The Office of Student Development shall have ten (10) days after receipt of investigation report to notify the complainant and respondent of the outcome of the investigation. The complainant or respondent may accept the Final Report, including a dismissal, determination of impropriety, proposed sanctions (if included), steps to take to prevent recurrence of any such violation, and any remedies for the complainant. In the event the complainant or respondent do not accept the report, either or both may appeal the Final Report, including a dismissal, determination of impropriety, proposed sanctions, by notifying the Dean of Students within five (5) days after notice of the Final Report.

### XIII. APPEAL OF FINAL REPORT

If the complainant or respondent appeal the Final Report, the Dean of Students shall convene a panel to uphold or reverse the finding and assign sanctions if deemed appropriate. Additionally, the panel will determine steps to take to prevent recurrence of any such violation, and as appropriate, remedies for the complainant.

Appointed by the Dean of Students, the hearing panel will consist of three members drawn from the pool of full-time University faculty or 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 ten (10) working days of receiving the investigative report following review by the complainant and respondent, unless mutually agreed upon otherwise.

In any hearing, the Director of the Office of Student Development, or their designee, shall represent the University, and, due to the nature of the proceedings, indirectly represent the reporting party. However, Student Development's role is to ensure the best interests of the University are represented.

#### A. Hearing Process

##### i. Pre-Hearing

The hearing panel shall be provided with a copy of the Final Report and any pertinent information or evidence used or relied upon during the investigation. Both the complainant and respondent will have the opportunity to submit written responses to the Final 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 (5) days before the hearing date.

At any time within ten (10) 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. Complainant has the right to participate as a party, but failing to elect so will be treated as a regular witness.

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.

Additional hearing rules include:

- Testimony via Video Conference. If requested by either the complainant or respondent, 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 will be 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 shall render its decision by a majority vote. Such decision shall normally be rendered within two working days after the conclusion of a hearing. The panel's decision will include an explanation of the basis for the decision.

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, the Dean of Students, and the Vice President for Enrollment Management and Student Success ("VPEMSS"). 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.

XII. SANCTIONS, REMEDIES FOR COMPLAINANT, AND ADDITIONAL MEASURES

Any sanctions that are proposed under this policy 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, but not limited to:

- 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<sup>1</sup>

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

### XIII. FINAL APPEAL

Either the respondent or the complainant or both may appeal the hearing panel's final decision. Final Appeals are decided by the VPEMSS. Final Appeals are limited to the following:

- A procedural errors during the hearing or investigation;
- There was exhibited unfair bias which influenced the result of the investigation or hearing;
- New information that was not available at the time of the investigation or hearing and that may change the determination or sanction; and

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<sup>1</sup> Sanctions of expulsion and suspension under this policy shall not become effective until the Final Report is accepted or the applicable appeal time has expired. This shall not apply to a suspension or other action removing the student from the University community when the student poses (1) a danger to the safety of the student, other persons, or University property or (2) is an ongoing threat of disrupting the academic process.

- 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 VPEMSS within five (5) working days after receiving the final decision. If either the complainant or respondent submits an appeal, the VPEMSS 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 (5) days after notice of an appeal.

If the VPEMSS concludes that a change in the final decision is warranted, the VPEMSS may enter a revised determination, reconvene the panel to reconsider the determination, or return the matter for additional investigation. The VPEMSS may also change the sanctions. If both the complainant and respondent appeal, the appeals will be considered concurrently. The VPEMSS will notify both parties in writing of the appeals decision. Appeals decisions will be rendered within ten (10) working days after the expiration of all appeal times in this section. All appeal decisions are final.

#### XIV. 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).

#### XV. DISCLOSURE AND REPORTING OF CRIME AND DISCIPLINARY STATISTICS

Disciplinary proceedings conducted by the University are subject to the Family Educational Rights 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 OPS 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.

**XVI. 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.

**XVII. 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.

**XVIII. 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.
- 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.

**XIX. 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- 580-581-2237

**XX. CAMPUS AND COMMUNITY RESOURCES**

<b>Cameron University Resources</b>	Contact Information	Confidentiality*
Title IX Coordinator	580-581-6712	Non-Confidential
Campus Police (Lawton Campus)	580-581-2911	Non-Confidential
Police (Duncan Campus)	580-252-0250	Non-Confidential
Student Wellness Center	580-581-6725	Confidential
Counseling Services (Duncan Campus)	580-581-6725	Confidential
Taliaferro Community Mental Health Center	580-248-5780	Confidential

<b>Community Resources</b>	Contact Information	Confidentiality*
Lawton Police Department	580-581-3270	Non-Confidential
Duncan Police Department	580-252-0250	Non-Confidential
Comanche County Sheriff's Department	580-353-4280	Non-Confidential
Stephens County Sheriff's Department	580-255-3131	Non-Confidential
Comanche County District Attorney	580-585-4444	Non-Confidential

Stephens County District Attorney	580-255-8726	Non-Confidential
DVIS Call Rape Helpline	800-522-7233	Confidential
Comanche County Hospital	580-355-8620	Confidential
New Directions Women’s Shelter – Lawton	580-357-2500	Confidential
Women’s Haven – Duncan	580-252-5324	Confidential
Southwest Medical Center	580-531-4700	Confidential
Youth Services for Stephens County, Inc. – Duncan	580-255-8800	Confidential
Oklahoma Coalition Against Domestic Violence and Rape	800-522-7233	Confidential
Lawton Community Health Center	580-606-6929	Confidential

\* See section IV paragraph B for more detailed information regarding confidentiality regarding counselors, law enforcement agencies, medical professionals, and University personnel.

<b>National Resources</b>
<a href="http://www.Rainn.org">www.Rainn.org</a> (Rape, Abuse, and Incest National Network)
<a href="http://www.TitleIX.info">www.TitleIX.info</a> (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

**XXI. 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.

## XXII. 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.

# **Code of Student Conduct**

## **General Provisions**

### **1.01 APPLICABILITY**

This Code of Student Conduct is applicable to every student enrolled at the University, whether part-time or full-time and whether in residence, by extension, or otherwise and may at times apply to persons off-campus when using University facilities or participating in University programs. This code is adopted pursuant to authority granted by the University's Board of Regents.

### **1.02 DEFINITIONS**

- a. "Academic work" means the preparation of an essay, thesis, report, problem assignment, computer program or other project which is submitted for purposes of grade determination.
- b. "Code" means this Code of Student Conduct.
- c. "Director" means the Director of Student Development or Director of Student Housing or designee.
- d. "Disciplinary action" means proceedings under Chapter Three of this code.
- e. "Hazing" means those activities defined in the Cameron University Hazing Code (See Appendix A).
- f. "Hearing Officer" means that person appointed by the Dean of Students, who in most cases will be the Director of Student Development, the Director of Student Housing, or the Chair of the Disciplinary Committee, to conduct hearings.
- g. "Notice" means correspondence (1) sent by mail, addressed to the addressee at the local address, as shown on University records in the Office of the Registrar; (2) personally delivered to the addressee; (3) personal contact; or (4) university email address.
- h. "Preponderance of the evidence" means that quantum of evidence which, when given probative force, would tend to prove that a fact is more likely to be true than not.
- i. "Published University policy" means any provision of a Board of Regents order or rule, an official University policy or procedure, or a published directive, rule, or regulation of the University.
- j. "Record" means all written documents, forms, copies, reports, statements, tape recordings, or tangible evidence in a disciplinary action.
- k. "University" means Cameron University.
- l. "University officials" means those persons who have been given responsibility and

authority by the appropriate agency or person, including regents, officers, faculty, and administrative staff.

m. “University property” means property owned, controlled, used, or occupied by the University, including property physically removed from the main campus.

n. “DOS” means the Dean of Students unless otherwise noted.

o. “Will” and “Shall” are used in the imperative sense.

### **1.03 AWARENESS OF POLICIES**

Each student is expected to be fully acquainted with all published University policies, copies of which are available to each student for review online, in the Student Development Office, or in the Library. The University will hold each student responsible for compliance with these published policies. Students are also expected to comply with all federal, state, and local laws, and any student who violates any provision of those laws is subject to disciplinary action, notwithstanding any action taken by civil authorities because of the violation. This principle extends to conduct off campus which may have an adverse effect on the University or the educational process.

## **Responsibilities of Students**

### **2.01 CONDUCT REQUIRED**

Each student shall conduct himself in a manner consistent with the University’s mission as an educational institution. Any student who fails to conduct himself in such manner violates this code and a disciplinary penalty may be imposed.

### **2.02 CONDUCT PROHIBITED**

Specific examples of conduct which violates section 2.01 above include, but are not limited to, the following and include any attempt to commit the following:

a. Commission of an act which would constitute an offense under appropriate federal, state or local criminal statute.

b. Violation of any published University policy.

c. Failure to comply with the directives of a University official acting in the performance of his duties. This includes the failure to respond to an official summons to the office of an administrative officer within the designated time or failure to present identification upon request of any university official.

d. Furnishing false information to the University and/or giving false testimony or other evidence at a University disciplinary or other administrative proceeding.

e. Issuance of a check without sufficient funds or otherwise failing to meet financial obligations to the University.

- f. Unauthorized throwing of any object in or from University facilities.
- g. Misuse, abuse or unauthorized use of fire extinguishers or other safety equipment on University property.
- h. Engaging in conduct that interferes with or disrupts any University teaching, research, administrative, disciplinary, public service, any other authorized activity or the peace and welfare of any person, whether on or off the campus (See Appendix B for disruptive activities).
- i. Engaging in conduct that endangers the physical or mental health or safety of any person or which causes physical injury.
- j. Possession of or making use of University keys for an unauthorized purpose.
- k. Engaging in hazing which includes but is not limited to an initiation by an organization utilizing any dangerous, harmful, or degrading act towards a student (See Appendix A).
- l. Violation of the published University policies on the possession and use of alcoholic beverages (See Appendix C).
- m. Gambling in any form on University property.
- n. Illegal possession, use, sale, or distribution of any quantity, whether usable or not, of any drug, narcotic, or controlled substance, as well as any drug paraphernalia, especially on University property or at University activities.
- o. Possession or use of any firearms, ammunition, or weapon on University property to include hunting/fishing knives; carrying knives with blades exceeding three inches is also prohibited.
- p. Unauthorized possession, ignition, or detonation of any explosive device, fireworks, liquid, or object which is flammable or which could cause damage by fire or explosion to persons or University property.
- q. Theft, destruction, damage, or misuse of property belonging to or the responsibility of University or to any person/legal entity.
- r. Any forgery, alteration, or misuse of University documents, forms, records or identification cards.
- s. Violation of any published University policy governing student housing in University-owned facilities or the breach of a housing contract (see Appendix D).
- t. Advocating or recommending either orally or in writing the conscious and deliberate violation of any federal, state, or local law. "Advocacy" means addressing an individual or group for imminent action and steering it to such action, as opposed to the abstract espousal of the

moral propriety of a course of action.

u. Unauthorized entry into or use of university buildings, facilities, equipment, or resources.

v. Failing to maintain a current official mailing address in the Registrar's office or giving a false or fictitious address.

w. Knowingly (1) initiating, communicating, or circulating a report of a present, past or future bombing, fire, offense, or other emergency that is false or baseless and that would ordinarily cause action by an official or volunteer agency organized to deal with emergencies; (2) placing a person in fear of imminent serious bodily injury; or (3) preventing or interrupting the occupation of a building, room or aircraft, automobile, or other mode or conveyance.

x. Abusive conduct: Unwelcome conduct that is sufficiently severe and pervasive that it alters the conditions of education 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. Intentionally, knowingly, or recklessly harassing or threatening, in person, by telephone, in writing, or by other means, thereby causing or intending to cause annoyance or alarm. This includes racial, ethnic or sexual harassment.

y. Engaging in academic dishonesty as defined and described in Section 6.07 of this code.

z. Any illegitimate or unauthorized use of computer systems, resources, facilities, hardware or software or any violation of the Computer Use Policy or Residential Network Policy.

aa. Malfeasance or misuse of elected or appointed office in a student organization.

ab. Assaulting, battering, or physically abusing another person.

ac. Sexual Misconduct: Violating the University's Gender-Based Misconduct Policy for Students. Sexual misconduct including non-consensual intercourse (anal, oral, vaginal) including with an object, non-consensual contact including with an object, or sexual exploitation or exposure. Please refer to the Equal Opportunity policy on the Cameron website for more information.

ad. Stalking: repeated conduct which reasonably and subjectively causes another person to fear for his/her safety or which causes person to alter his/her activities as a result of the repeated conduct.

ae. 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.



## Administration of Student Code

The procedures set forth in Sections 3, 4, and 5 will apply to all non-academic violations of the Code of Student Conduct, except for violations of the Cameron University Gender-Based-Misconduct Policy.

### 3.01 DIRECTORS

Under the direction of the Dean of Students (DOS), the Director of Student Development shall be primarily responsible for the administration of the student conduct system. The Director of Student Housing or designee will be responsible for resolving disciplinary problems resulting from the violation of regulations within the Residence Halls and Cameron Village, according to the Code and the Student Housing Rules and Regulations (Appendix D).

### 3.02 DISCIPLINARY HEARING COMMITTEES

Each fall semester the DOS shall appoint a Disciplinary Hearing Committee and a Student Housing Disciplinary Hearing Committee. Committee members shall serve for one year. The Committees will both be comprised of three faculty, three students and one staff member.

A Committee will hear ~~all~~ appeals of ~~Administrative Dispositions and Temporary Disciplinary Actions and non-academic misconduct cases~~ all matters that may resulting in interim suspension, suspension or expulsion for non-academic offenses. The Grade Appeals Committee (the makeup of which is defined in Appendix F of the Faculty Handbook) shall hear all appeals related to 2.02y of the code and matters that are academic in nature that may result in suspension or expulsion. The Chairs of the Committees will work closely with the DOS to follow appropriate procedures for the hearing (Section 5).

### 3.03 TEMPORARY ~~DISCIPLINARY-ADMINISTRATIVE~~ ACTION

a. **When Appropriate.** In the event the President or the DOS, or designee, 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 academic process, the DOS or the President may place immediate, temporary restrictions upon a student's rights with the University community, up to and including removal from the University Community, impose any of the disciplinary penalties provided in section 3.05, pending a hearing ~~before the appropriate Committees~~ as outlined herein. If the Director of Student Development or the Director of Student Housing 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 academic process, the Director may temporarily impose ~~disciplinary penalties provided in section 3.05~~ restrictions, up to and including removal from housing, with the exception of suspension and expulsion, pending a hearing before the ~~appropriate Committees~~ as outlined herein.

b. **Notice of Temporary Action.** Upon the decision to impose a temporary disciplinary restriction~~action~~, the student shall be notified by the most expeditious means available.

c. **Hearing.** When temporary ~~disciplinary action is taken~~ restrictions are imposed, the DOS shall immediately initiate the hearing procedures provided in the Code, and a hearing as required

herein before the appropriate Hearing Committee shall be held no later than ten class days after the temporary disciplinary action was taken. However, the time for a hearing may be extended because of the availability of witnesses or respondent, hearing panel, timing of complaint, and/or other facts requiring a hearing extension date; but, in any such case, a student shall not be prejudiced. -

### 3.04 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 ~~appropriate hearing officer, the~~ Director of Student Development or Director of Student Housing.

2. **Preliminary Inquiry.** The appropriate Director of Student Development or Director of Student Housing ~~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 appropriate Director determines that the complaint warrants further investigation, ~~he 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 involved and they shall attend such meetings as summoned. On the student's appearance before the Director ~~of Student Development~~, 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 make a determination of whether a published University policy was violated. The Director shall indicate his 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 DOS. Please refer to Section 4 - Appeals & Review.

### 3.05 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.

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. The special project 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.

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 cancellation of student housing contract.

6. Cancellation of student housing contract with or without a refund.

7. Fines: In addition to or in lieu of other sanctions, the hearing body may impose fines in accordance with the following maximums: Administrative Disposition-\$150.00; Disciplinary Hearing Committee-\$150.00. Should the Disciplinary Hearing Committee or appropriate administrative official determine a fine would result in an unreasonable hardship on the student, a work program can be imposed in lieu of a fine. The in lieu work program shall be jointly approved by the hearing body and the DOS or designee.

8. Disciplinary probation: An indication that the student is not in good standing and that his continued 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 elected 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 University in any special honorary role, (e.g., debate tournament, athletic competition, etc.)

c. If a specific question is asked whether the student has been involved in any discipline situations, there is no alternative but to give an accurate answer to the question. (This situation automatically exists for items 7-13).

9. Withholding an official transcript or degree.

10. – Prohibition against readmission.

11. Denial or non-recognition of a degree.

12. Loss of or ineligibility for a student scholarship, grant, or loan.

13. Suspension: Separation from the University for a definite term, during which the student shall not be permitted to attend classes or participate in any University activity.

14. Expulsion: Termination of student status for an indefinite period. The conditions for readmission, if any, shall be stated in the order of expulsion. When an offense is so severe that the University will not allow the student to re-enroll, the student will be expelled. Expulsion is not a permanent separation, but neither is a definite time set when return is expected.

b. **Recording of Penalties.** Disciplinary records will be maintained in the Office of Student Development. Housing disciplinary records will be maintained in the ~~the~~ Office of Student Housing. Penalties of suspension and expulsion shall be maintained permanently in the Office of Student Development and are subject to review if a written request is made to the Dean of Students.

c. **Finality 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 DOS or 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 Hearing Committee, and when the time in which to file a notice of appeal to the President of the University has expired.

## Appeals and Review

### 4.01 REQUESTING APPEAL

a. **Written Appeal Request.** A student wishing to appeal the Director's decision under ~~Section 3.04b~~ must file a signed, written notice of the appeal request with appropriate rationale with the DOS no later than 5 p.m. five class days after notice of the Director's decision is mailed to the student. Appeals of interim suspension, suspension, or expulsion will be heard by the Hearing Committee. All other appeals will be heard by the DOS and will generally proceed as described herein.

b. **The grounds for appeal ~~should be:~~**

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 and presented within 30 days.

c. **Time.** For appeals of interim suspension, suspension, or expulsion, ~~t~~The DOS will notify the appropriate Hearing Committee Chair of the written appeal request. The Committee Chair will schedule a hearing no later than ten (10) 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 Chair of the Committee will notify the student in writing of the time, date and place of the appeal Hearing with other required information. See Section 5 for detailed hearing procedures.

## Hearing Procedures

The following procedures are applicable to any hearing before the appropriate Committee. A Committee will hear all appeals of Administrative Dispositions and Temporary Disciplinary Actions, and all matters that may result in suspension or expulsion.

### 5.01 PRE-HEARING PROCEDURES

a. **Notice.** Upon initiation of the hearing process, as described in Sections 5 - 3.03e, 3.04a5, ~~and 3.04e~~, the appropriate Committee will provide written notice to all parties:

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 policies alleged to have been violated, the factual background of the matter, and the basis for the Committee Hearing (i.e. student appeal of ~~Administrative Disposition~~interim suspension, suspension, or -expulsion ~~hearing, etc.~~).

3. **Service of Notice:** Service shall be by correspondence (1) sent by mail, addressed to the addressee at the local address, as shown on University records in the Office of the Registrar; (2) personally delivered to the addressee; (3) personal contact; or (4) university email address 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 student's Cameron email. When the above steps have been taken, return receipt or other delivery notice, 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 (2) class days before the hearing, all parties shall make the following disclosures to the Committee, in writing. The Chair of the Committee 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 5.03(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.

## 5.02 HEARING REGULATIONS

a. **General Decorum.** The Chair shall exercise control over the hearing to insure 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 nondisruptive 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.

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.** A record of the proceeding will be made, by electronic recording or through use of an official court reporter. Audio or written transcripts of the recording 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.

### 5.03 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 Hearing 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 DOS. A majority of the committee must be present for an appeals hearing.

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. The student may not be compelled to testify against himself, and the hearing officer and appropriate 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 the student's attendance, based on the information and evidence available.

#### b. Hearing Process

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 information presented during Opening Remarks.

2. **Presentation of Evidence.**

a. The University will usually present its case first, followed by the student.  
b. Each party is allowed an opportunity to cross-examine witnesses presented by the other party.

c. 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.

#### 5.04 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 Hearing Committee for further hearing or consideration. Unless remanded, the action of the President, in conjunction with the approved or modified decision, shall be 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 adequately to 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.

b. **Discretionary Review.** The DOS, 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 Hearing Committee for presentation of additional evidence and reconsideration of the decision.

CASES REQUIRING ADMINISTRATIVE ACTION

a. 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 Services Documentation is required if a student is seeking reimbursement. The evaluation will be reviewed by both the Office of Student Services and the Office of Academic Affairs as to the appropriateness of determining withdrawal status.

b. Immediate Interim Withdrawal or Interim Suspension

In cases where a student poses an imminent threat of safety to the University community, DOS may order immediate interim withdrawal or interim suspension.

**Academic Regulations**

**STUDENT COMPLAINTS AGAINST FACULTY MEMBERS**

This University encourages students to meet with their instructor to attempt to resolve any issues and concerns. However, if a concern cannot be directly resolved with the faculty member, students may pursue a complaint by progressing through the administrative channels by contacting the instructor's department chair, school dean, and the Vice President for Academic Affairs. This procedure, in addition to directly contacting the President of the university, may also be followed by students who have a complaint regarding an instructor's English proficiency as required by Sections 3224 and 3225 of Title 70 of the Oklahoma Statutes.

**6.01 SCHOLASTIC REQUIREMENTS FOR CONTINUING ENROLLMENT**

a. Enrollment in Good Standing. A student who meets the University's retention standards is eligible for continuing enrollment.

1. Retention Standards. The following standards relating to retention of students pursuing study in an undergraduate program apply at all institutions in the Oklahoma State Systems of Higher Education. For continued enrollment at Cameron University, a student must have earned a cumulative grade point average as indicated below:

0 - 30 semester hours	1.70
Over 30 semester hours	2.00

Any student not maintaining satisfactory progress toward his/her study objective as indicated above will be placed on Academic Probation. To continue as a student, student must attain a semester grade point average (GPA) of 2.0 or meet the minimum retention standards required above. If a student does not make a 2.0 GPA for each subsequent semester after being placed on probation, he/she will be academically suspended. For information regarding suspension and



academic appeals contact the Admissions Office. For information regarding suspension, if classified as a senior, contact the Registrar's Office.

b. Any student who achieves unconditional admission to the Graduate School but has a cumulative grade point average of less than 3.00 for graduate courses completed at Cameron after the completion of fifteen (15) graduate hours at Cameron will be placed on academic probation. Failure to achieve a 3.00 grade point average during any semester or summer term may result in dismissal from graduate school. The Vice President for Academic Affairs will notify the student of the probationary or dismissal status. The Graduate Council serves as an appellate body for such decisions.

### **6.02 ACADEMIC NOTICE**

Freshman students, 30 or fewer credit hours, with a cumulative GPA of 1.70 to less than 2.00 will be placed on academic notice. Academic notice is not recorded on the transcript.

### **6.03 ACADEMIC PROBATION**

A student will be placed on academic probation if he/she fails to attain the grade point average noted in 6.01a. Scholastic probation is recorded on the transcript. (For graduate requirements, refer to 6.01b.)

### **6.04 ACADEMIC SUSPENSION**

A student will be suspended if after one semester of academic probation he/she does not attain a minimum grade point average of 2.00 for the semester, or his/her cumulative grade point average (not to include activity or performance courses) does not meet the retention standards stated above. Suspension is recorded on the transcript.

### **6.05 READMISSION AFTER SUSPENSION**

The student who has been suspended from the University because of poor grades will be eligible to apply for readmission after one full semester. (A summer term is not a full semester.) Graduate students must receive permission from the Graduate Council.

### **6.06 ACADEMIC FORGIVENESS/REPRIEVE/RENEWAL POLICIES**

Contact the Registrar's Office for the academic forgiveness, reprieve, and renewal policies.

### **6.07 ACADEMIC OFFENSES**

Each student is expected to engage in all academic pursuits in a manner that is above reproach. Students are expected to maintain complete honesty and integrity in the academic experiences both in and out of the classroom. Any student found guilty of academic dishonesty, including, but not limited to the following, will be subject to disciplinary action:

- a. Cheating on an examination or the preparation of academic work. Cheating may include, but is not limited to:
  1. Copying from another student's test paper, laboratory report, other report, or computed files, data, listings, and/or programs;
  2. Using during a test, materials not authorized by the professor or instructor;
  3. Collaborating with another person without authorization during an examination or in

preparing academic work;

4. Knowingly and without authorization, using, buying, selling, stealing, transporting, soliciting, copying or possessing in whole or in part, the contents of an unadministered examination or other student work;

5. Substituting for another student, or permitting another student to substitute for oneself in taking an examination or preparing academic work; or

6. Bribing another person to obtain an unadministered examination or information about an unadministered examination;

7. Attempting to bribe any faculty/staff or student to alter a grade.

b. Plagiarizing: To plagiarize is to “pass off ideas or words of another’s as one’s own created production without crediting the source; to present as new and original an idea or product derived from an existing source.” (Webster) Plagiarism applies to anything produced by a student to be graded in a course (i.e., papers, posters, term papers, books and all forms of reports, take home exams, essays, journals, diaries, oral presentations, etc.)

c. Any forgery, alteration, or misuse of academic documents, forms or records.

#### **6.08 PENALTIES FOR ACADEMIC DISHONESTY**

In addition to the penalties specified in section 3.05 of this code, a student who is found guilty of an act of academic dishonesty may be subject to one or more of the following sanctions:

a. The student may be required to perform additional academic work/project not required of other students in the course;

b. The student may be required to withdraw from the course with a grade of “W” or “F”; or

c. The student’s grade in the course or on the examination or other academic work affected by the dishonesty may be reduced to any extent, including a reduction to failure.

d. If the faculty member recommends that the student be placed on disciplinary probation, then the faculty member must obtain written support from the appropriate Department Chair and Dean for the proposed penalty.

e. If the faculty member recommends that the student either be suspended or expelled from the University, then the faculty member must obtain written support from both the Department Chair and the Dean. These cases will automatically be sent to the Grade Appeals Committee for a determination of the appropriate penalty.

#### **6.09 PROCEDURES IN CASES OF ACADEMIC DISHONESTY**

a. **Initiation of Action.** When any member of the faculty is of the opinion that a student in a course taught by him or taking an examination given or supervised by him or performing other academic work under his supervision has committed an act of academic dishonesty, he shall have the option of 1) summoning the student verbally or in writing to a private conference, which constitutes an administrative review or 2) to refer the matter to the Director of Student Development.

b. **Faculty Disposition.** If, after presenting the student with evidence of academic dishonesty and allowing the student an opportunity to respond, the faculty member is convinced that an act of academic dishonesty did in fact occur, he shall advise the student of such fact and the penalty to be imposed under section 6.08 above. The student shall indicate either written acceptance or non-acceptance of the penalty. If resolution of the case is achieved without an appeal by the student, the faculty member should report the final disposition of the case to the Director of Student Development. If a history of academic dishonesty is observed, the matter may be referred to the Grade Appeals Committee for further disciplinary action.

c. **Appeal of Faculty or Director of Student Development's Disposition.** The student may appeal to the Grade Appeals Committee. A request for an appeal hearing must be made in writing to the Dean of Students within five (5) class days following notification of the faculty member's or the Director of Student Development's decision. The request should include a statement of the charge and the penalty imposed. The DOS will convene the Grade Appeals Committee to hear the appeal. The DOS will also notify the faculty member, the department chairman, the appropriate dean and the Vice President for Academic Affairs that the request to appeal has been filed by sending each of them copies of the request to appeal. The hearing will be conducted as prescribed in Section 5. The Committee is empowered to dismiss the charge if the evidence does not substantiate that academic dishonesty did in fact occur or the Committee may change the penalty to another of the alternatives prescribed in 6.08. In the event a course grade is changed by the action of the Committee, a statement issued by the Committee shall authorize the university Registrar to make the change ordered by the Committee. The Committee's decision will be reported by the Committee to the DOS who will notify the student, the faculty member, the department chairman, the appropriate dean and the Vice President for Academic Affairs.

## **Termination of Financial Assistance**

### **7.01 Termination of Financial Assistance**

The University policy concerning termination of financial assistance is established by the Oklahoma Higher Education Code, Section 362 which provides:

a. Any student loan, grant, fellowship or other means of financial assistance authorized by and/or under the control of the Oklahoma State Regents for Higher Education, any operating Boards of Regents of Oklahoma Universities or Colleges, or any employee or employees of any University, college, or other institution of higher learning, whether such loan, grant, fellowship, teaching fellowship or other means of financial assistance be financed by state or federal funds, or both, may be revoked or terminated by the person or persons authorizing and/or controlling same for any of the following reasons:

1. Unlawful participation in a riot as defined by the Penal Code;
2. Unlawful manufacture, preparation, delivery, sale, offering for sale, barter, furnishing, giving away, possession, control, use of or administering narcotic drugs, marijuana, barbiturates or stimulants;
3. Willful or unlawful destruction of or damage to state property;
4. Conviction, while enrolled in such University, college or other institution of higher

learning, of a crime involving conversion of property or moral turpitude. (70 O.S. 1981, Section 624).

## Appendix A - Hazing

The University reserves the right to take disciplinary action against individual students and/or groups who are involved in hazing activities. Such disciplinary action may be taken independently of state or local prosecutorial actions 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:

A. No student organization or any person associated with any organization sanctioned or authorized by the governing board of any public or private school or institution of higher education in this state shall engage or participate in hazing.

B. 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 institution 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.**

C. A copy of the policy or the rules and regulations of the public or private school or institution of higher education which prohibits hazing shall be made available to each student enrolled in the school or institution and shall be deemed to be part of the bylaws of all organizations operating at the public school or the institution of higher education.

D. Any organization sanctioned or authorized by the governing board of a public or private school or of an institution 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 the rights and privileges of being an organization organized or operating at the public or private school or at the institution of higher education.

E. 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.

F. 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 institution 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.

## **Appendix B - Disruptive Activities**

The University reserves the right to take disciplinary action against individual students and/or groups who are involved in disruptive activities. Such disciplinary action may be taken independently of state or local prosecutorial actions and/or regardless of the outcome of such prosecutorial actions.

Persons engaging in certain disruptive activities on the University campus will be subject to prosecution.

a. No person or group of persons acting in concert may willfully engage in disruptive activity or disrupt a lawful assembly on the campus or property of Cameron University.

b. For the purposes of this section, disruptive activity means:

1. obstructing or restraining the passage of persons in an exit, entrance, or hallway of any building without the authorization of the administration of the school;

2. seizing control of any building or portion of a building for the purpose of interfering with any administrative, educational, research, or other authorized activity;

3. preventing or attempting to prevent by force or violence or the threat of force or violence a lawful assembly authorized by the school administration;

4. disrupting by force or violence or the threat of force or violence a lawful assembly in progress; or

5. obstructing or restraining the passage of any person at an exit or entrance to said campus or property or preventing or attempting to prevent by force or violence or by threats thereof the ingress or egress of any person to or from said property or campus without the authorization of the administration of the school.

6. activity/behavior which prevents the academic process from proceeding in an orderly fashion and which continues after the academic official has repeatedly requested the behavior of the student to cease and/or been issued a written statement to refrain from such behavior. The following are some examples of disruptive behavior that can result in disciplinary sanctions:

(1) Persistent or gross acts of willful disobedience or defiance toward college personnel.

(2) Verbal abuse of a student or college employee.

(3) Disorderly, lewd, indecent or obscene conduct.

(4) Breach of peace on college property or at any college sponsored or supervised function.

c. For the purposes of this section, a lawful assembly is disrupted when any person in attendance is rendered incapable of participating in the assembly due to use of force or violence or due to a reasonable fear that force or violence is likely to occur.

d. Any person who is convicted the third time of violating this section shall not thereafter be eligible to attend Cameron University for a period of two years from such third sanction. Other infractions or disruptive activities will be reviewed by the Director of Student Development for appropriate action.

e. Nothing herein shall be construed to infringe upon any right of free speech or expression guaranteed by the Constitutions of the United States or the State of Oklahoma.

### **Appendix C - Use of Alcohol and Controlled Substances**

The student alcohol policy is applicable to every student enrolled at the University, whether part-time or full-time and whether in residence, by extension, or otherwise and may at times apply to persons off-campus when using University facilities or participating in University programs.

(1) At no time will alcohol be served in residential facilities or at student functions on campus. Possession of alcohol and controlled substances by students is strictly prohibited on university property.

(2) 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.

(3) To curtail alcohol abuse on and off campus, the University has adopted a minimum “Three Strikes” policy. The Three Strike policy may be subject to change due to the level of severity of the alcohol incidence.

(4) Off-campus events where alcohol is served, which are sponsored by university recognized student organizations, shall abide by the Off Campus Event Procedures.

(5) Alcohol education programs have been expanded, and all entering undergraduate students will be encouraged to complete these programs.

(6) Violations of the student alcohol policies may be reported to the Office of Student Development at (580) 581-2209.

(7) The University has established the Student Wellness Center to provide counseling for students or to provide referrals for off campus support.

(8) All fines collected as a result of this policy will support the university’s alcohol and drug education programs.

### **THREE STRIKES POLICY – DEFINITION OF A STRIKE**

A “strike” is the University’s official recognition of a student’s or organization’s violation of the University’s Student Alcohol Policy. Nothing herein shall waive a student’s right to due process. A strike is a final University disciplinary action that finds the student guilty of an alcohol-related violation. A student or organization may be charged with an alcohol-related violation based on the following:

1. A conviction, deferred sentence, or a plea that has the effect of conviction of an alcohol-related violation of which the University is made aware;[\[1\]](#) or
2. A University finding or allegation that a student or organization may have committed an alcohol related violation prohibited by the Code of Student Conduct. Such violations include, but are not limited to, the conduct prohibited by Section 2.02 of the Code, the Student Alcohol Policy, incident reports and citations. Upon notification of the foregoing, or any other violation reasonably related to alcohol, the University may charge the student pursuant to the Code of Student Conduct, and the student shall be entitled to an appropriate hearing or investigative meeting as defined in the Code. Whether by decision of an appropriate disciplinary body or administrative official, any final University disciplinary action resulting in a finding of guilt for an alcohol-related violation shall be considered a strike.

### **Reporting Mechanisms**

The University may act on any reliable information it receives. Although not an exhaustive list, the University may be notified of prohibited conduct in the following ways:

A police report from the Cameron University Office of Public Safety;

1. An incident report generated in Student Housing;
2. Reports from other law enforcement or security agencies that are received by the University;
3. Notification by a University official that an alcohol violation occurred; or
4. Any other information deemed reliable by the University that comes to the attention of a University official.

Once notified of alleged prohibited conduct, the University may investigate the information received to determine if the conduct constitutes a violation prior to taking action. Nothing herein shall waive a student’s right to due process.

**The University strongly supports and encourages any student to seek transportation assistance in the event he/she cannot safely operate a motor vehicle. Further, the University**

**strongly supports and encourages students seeking medical and/or mental health care in the event of alcohol-related illness or other concerning behavior related to alcohol use.**

## **THREE STRIKES POLICY - SANCTIONS**

### **INDIVIDUAL SANCTIONS**

The following sanctions are mandatory minimum sanctions for alcohol violations. Based on the severity of the infraction, the University reserves the right to impose any appropriate additional sanction(s). Any violation by an individual student remains part of the individual's record. Based on the severity, the university reserves the right to modify the strikes. If a student is suspended after the 3rd strike and is readmitted to Cameron University, the student is readmitted with 2 strikes.

#### **1st Strike may include the following:**

- Parent/Guardian and/or 3<sup>rd</sup> party notification via return receipt certified mail.
- \$25.00 fine or 10 hours of community service
- Satisfactorily complete a defined alcohol education program
- Student housing probation
- Disciplinary Warning

#### **2nd Strike may include the following:**

- Parent/Guardian and/or 3<sup>rd</sup> party notification via return receipt certified mail with a follow-up telephone call.
- \$75.00 fine or 20 hours of community service
- Satisfactorily complete an approved alcohol counseling brief intervention and referral in the Student Wellness Center.
- Student housing probation or suspension
- Disciplinary probation.

#### **3rd Strike may include the following:**

- Parent/Guardian and/or 3<sup>rd</sup> party notification via return receipt certified mail with a follow-up telephone call.
- Automatic suspension.

### **APPEALS**

Students may appeal a strike in accordance with the process outlined in the Code of Student Conduct.

### **ORGANIZATIONAL SANCTIONS**



Organizational sanctions will be administered based on the illegal or prohibited use of alcohol at an organizational event or in a campus facility. Before imposing an organizational sanction, as opposed to solely an individual sanction, the University will consider the entirety of the circumstances surrounding the organizational event, including, but not limited to, whether:

1. the alcohol violation was endorsed, sponsored, sanctioned, enabled, furthered, or funded, in whole or in part, by the organization, its officers, or the officers of its local, state, or national organization acting with actual or apparent authority, and any of them knew or should have known of the alcohol violation and they took insufficient action to prevent or cease the violation; or
2. the alcohol violation occurred on property owned, leased, rented or occupied by the organization, and the officers of the organization took insufficient action to prevent or cease an alcohol violation they knew or should have known existed; or
3. regardless of its location, the alcohol violation occurred at an event or any gathering of two or more individuals of the organization conducted in furtherance of the mission or purpose of the organization, including any event, program or ceremony; or
4. the alcohol violation occurred at any gathering utilizing the organization's name or logo, or that was advertised by the organization; or
5. the alcohol violation occurred at any gathering of two or more individuals that would typically be in furtherance of the organization's activities, but is designed to circumvent these rules.

The Director of Campus Life or his/her designee has the discretion to determine whether, based on the criteria above and the totality of the circumstances, the alcohol violation occurred at an organization event and warrants an organizational sanction.

Any violation by the group remains part of the organization's "Three Strikes" record for a period of three calendar years, unless the organization requests and the University grants removal of an eligible first strike in accordance with the Student Alcohol Policy, below. All parties involved shall be held accountable.

Based on the severity, the university reserves the right to modify the strikes.

**1st Strike may include the following:**

- At the discretion of the University and after considering all relevant information, the University will impose a minimum fine of \$100.
- 100% of the organization's active membership must complete a defined alcohol education program.
- An aggregate community service requirement for the organization of 10 hours per active member at the time of the violation. It is at the discretion of the University as to whether pledges or associate members will be included in fulfilling the requirements of the sanction.
- Formal written warning: A written reprimand for violation of specified regulations, including the possibility of more severe disciplinary sanctions in the event of the finding of a violation of any University regulation within a stated period of time.

**2nd Strike may include the following:**

- At the discretion of the University and after considering all relevant information, the University will impose a minimum administrative fee of \$200.
- 100% of the organization's active membership must complete a defined alcohol education program.
- An aggregate community service requirement for the organization of 20 hours per active member based on the organization's membership at the time of the violation. It is at the discretion of the University as to whether pledges or associate members will be included in fulfilling the requirements of this sanction.
- Disciplinary Probation: Exclusion from participation in privileged or extracurricular University activities set forth in the notice for a period of time specified. Other conditions of the probation may apply to any other activities of the organization in the University community, except those that would affect organization's academic pursuits.

**3rd Strike may include the following:**

- Organizational Suspension: The organization will be suspended for a minimum of one year. University approval, granted by the Office of Campus Life, is required before the organization will be reinstated.

**APPEALS**

Student organizations may appeal a strike to the Dean of Students.

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[1] Alcohol violations and misconduct shall include, but shall not be limited to, minor in possession; public intoxication; manufacture, use or possession of false identification; driving under the influence, driving while intoxicated, actual physical control and involvement in a crime while under the influence.

# FACULTY HANDBOOK



CAMERON  
UNIVERSITY™

| **January June 20162**



## PREFACE

An essential component in the foundation of a university is its faculty. For faculty members to fulfill their roles by contributing to the mission of the institution, they must know their responsibilities, privileges, and rights. This Faculty Handbook is a reference for general information about many of these responsibilities, privileges, and rights. Any use of grammatical gender references shall be interpreted as applying equally to males and females.

The Board of Regents of the University of Oklahoma values faculty input pertaining to the development of policies affecting faculty status and encourages the institutional administration to provide adequate opportunity for faculty input on such matters prior to presenting recommendations to the Board of Regents.

In discharging its duties and responsibilities, occasions may arise when the collective judgment of the Board of Regents requires the Board to act independently in the development and implementation of policies and procedures. In approving the Faculty Handbook for Cameron University, the Board of Regents is not waiving or restricting its lawful power, duty, and responsibility to act at any future time upon its own will and judgment independent of any other source or party to establish policies, regulations, and procedures and to implement other decisions of the Board. In such instances, affected personnel will be informed through the official public record where such actions were approved, and the institutional administration is encouraged to take appropriate steps to help ensure that affected personnel are informed.

The Faculty Handbook is a summary of information concerning Cameron University and its policies, regulations, organization, and benefits. The information included in this Handbook is current at the time of publication, but the policies and regulations may be changed from time to time by action of the appropriate segments of the University. As policy changes are made, they will be announced in University publications and distributed to the faculty. Employees are responsible for verifying that any policies to which they refer are the current policies. Up-to-date and complete information may be obtained from the offices of the Vice President for Academic Affairs ([VPAA](#)) and the [Personnel-Human Resources](#) Office.

This publication, printed by Cameron University Printing Services, as authorized by Cameron University. 250 copies have been prepared and distributed at a cost of \$1,325.00. This publication was distributed and produced in compliance with section 3-114 of title 65 of the Oklahoma Statutes. (September 2011)

## EQUAL OPPORTUNITY POLICY

The University, in compliance with all applicable federal and state laws and regulations, does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, gender expression, age, religion, political beliefs, disability, or status as a veteran in any of its policies, practices, or procedures. This includes, but is not limited to, admissions, employment, financial aid, and education services.

~~This institution in compliance with all applicable Federal and State laws and regulations does not discriminate on the basis of race, color, national origin, sex, sexual orientation, genetic information, age, religion, disability, or status as a veteran in any of its policies, practices, or procedures. This includes but is not limited to admissions, employment, financial aid, and educational services.~~

This notice is provided as required by Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. Questions, complaints, or requests for additional information regarding these laws may be forwarded to Tom Russell, the designated Equal Opportunity Officer and Compliance Coordinator at 210 Howell Hall [Shepler](#), 2800 West Gore Boulevard, Lawton, Oklahoma 73505-6377.

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## **SECTION 1**

### **INTRODUCTION**

#### **1.1 HISTORY OF CAMERON UNIVERSITY**

The history of Cameron University corresponds to the history of the area it serves in Southwest Oklahoma. It was founded by the Oklahoma Legislature in 1908 as Cameron State School of Agriculture, one of six agricultural high schools in the state, and placed under jurisdiction of the State Commission of Agriculture and Industrial Education. The institution was named for E. D. Cameron, first State Superintendent of Schools.

Cameron University added junior college work in 1927 when local needs demanded access to higher education. With the changed function came the name Cameron State Agricultural College. In 1941 when the Oklahoma State System of Higher Education was formed, Cameron joined the group of institutions governed by the Board of Regents for Oklahoma A & M Colleges.

Baccalaureate degrees were authorized in 1966 by the Oklahoma State Regents for Higher Education ("State Regents"), following action by the Legislature. In May 1970, the first baccalaureate degrees were awarded. The institution's name was changed to Cameron College in 1971 and was further amended to Cameron University in 1974.

In 1988, the State Regents expanded Cameron's functions to include offerings at the master's degree level. The change in function was the first granted to an Oklahoma institution since Cameron was given authority to offer bachelor's degrees more than 20 years earlier. The first master's degrees were awarded in May of 1990.

In recognition that Cameron's mission had become significantly more complex and predominantly urban, on June 1, 1992, the governance of the University was transferred by the Oklahoma Legislature to the governing board for the University of Oklahoma, the Board of Regents of the University of Oklahoma ("Board of Regents"). With the transfer of governance came new affiliations between Cameron and the University of Oklahoma, which have broadened and strengthened academic offerings by both institutions. Governance of Rogers State University was similarly transferred to the Board of Regents in 1998. In 2003, the Duncan Higher Education Center became CU-Duncan when the Oklahoma State Legislature declared it a branch campus under state law. At that time, the position of Director of the Duncan Campus was created to allow Cameron to directly supervise that facility.

The aim of Cameron is to extend itself into the social, cultural, and economic fiber of the community it serves in Southwest Oklahoma. While instruction remains the primary institutional focus, the faculty and staff increasingly interact with constituencies in response to needs for research, technology transfer, and other educational services. Telecommunications and interactive technology are increasingly important in the delivery of those services, and more instruction is being provided off campus. Technology and automation have also become increasingly important means for the delivery of instructional, administrative, library, and information services both on and off campus. Like their histories, the futures of Cameron University and Southwest Oklahoma are one. The relationship that has brought more than a century of progress will continue to prosper well into the 21st century.

## **1.2 TYPE OF INSTITUTION**

Cameron University is a state-supported, regional institution which is assigned Southwest Oklahoma as its primary service area. Oklahoma regional university functions are defined by the Oklahoma State Regents for Higher Education as (1) both lower-division and upper-division undergraduate study in several fields leading to the associate degree and the bachelor's degree; (2) a limited number of programs leading toward the first-professional degree when appropriate to the institution's strengths and the needs of the state; (3) graduate study below the doctoral degree level, primarily in teacher education, business, and behavioral science; (4) extension and public service responsibilities in the geographic regions in which they are located; (5) responsibility for institutional and applied research in those areas related closely to their program assignments; and (6) responsibility for regional programs of economic development. In addition, Cameron is assigned to provide programs of instruction for military personnel, including those stationed at Ft. Sill and at other military installations in the region.

## **1.3 CAMERON UNIVERSITY MISSION STATEMENT**

Cameron University provides a diverse and dynamic student body access to quality educational opportunities; fosters a student-centered academic environment that combines innovative classroom teaching with experiential learning; prepares students for professional success, responsible citizenship, life-long learning, and meaningful contributions to a rapidly changing world; and is a driving force in the cultural life and economic development of the region.

### **Core Values**

#### **We Value**

- Student learning as our top priority
- Excellence in teaching, scholarship, service, and mentoring:
  - Investing in people: The growth and development of our students, faculty and staff in a learning environment based on integrity, respect, and ethical behavior that encourages and provides opportunities for professional improvement
- Leadership in our community and region that emphasizes:
  - Stimulating economic development
  - Forming partnerships and collaborative relationships
  - Providing cultural and social development
  - Serving the community and region by sharing our expertise
- Shared governance that includes:
  - Emphasizing teamwork
  - Facilitating open and effective communication
  - Providing opportunities for active participation by all constituencies
- Diversity among our students, faculty, and staff as demonstrated by:
  - Providing access to educational and teaching opportunities for all constituents
  - Promoting tolerance through a free and open exchange of ideas
- Responsible stewardship of public and private resources, the public trust, and Cameron's future that includes:
  - Focusing resources to achieve optimal student learning
  - Increasing student access to quality higher education
  - Establishing a reliable stream of public and private revenue
  - Holding administrative costs to a minimum



- Enhancing alumni involvement
- Providing accountability in key areas such as student learning and management of resources

## **1.4 STATEMENT OF INSTITUTIONAL PURPOSES**

In pursuit of its mission, the University has established three areas of commitment and service:

### **Education for Effective Living**

The University's program of education for effective living is designed to provide common experiences that are needed by all citizens. The program's objectives are to encourage students to think clearly, creatively, and critically about those problems confronting the individual and society; to stimulate students to seek more knowledge, to develop more tolerance, and to acquire greater awareness of the world community; to assist students in making contributions to the groups of which society is composed; and to foster within students the desire to continue the pursuit of knowledge whereby a better understanding of self and society is afforded. The University facilitates these objectives through required general education courses in communications, mathematics, natural sciences, American history and political science, humanities, behavioral science, economics, and physical activities and through a program of student services.

### **Education for Specialized Fields of Endeavor**

The purpose of specialized education is to develop the technical and professional competencies of individuals in order that they meet the demands and requirements of modern professions. Cameron University is committed to specialized education in four realms:

#### **Baccalaureate Degree Programs**

Baccalaureate degree programs provide for a comprehensive background and concentrated investigation in one or more disciplines. These curricula prepare students for entrance into professions, for further professional training, or for graduate study. Cameron University facilitates such objectives by offering curricula leading to the degrees of Bachelor of Arts, Bachelor of Science, and Bachelor of Specialty.

#### **Associate Degree Programs**

Cameron University recognizes that educational and occupational preparation in post-secondary programs having less than a baccalaureate objective is an essential part of meeting the objectives of the University and the needs of individuals and of society. Cameron University facilitates such objectives by offering curricula culminating in Associate in Applied Science degrees and Associate in Science degrees.

#### **Teacher Education**

The purpose of the teacher education program is to assist in the development of effective members of the teaching profession. Cameron University facilitates this objective by offering both course work and practical experiences in professional teacher education curricula and in specialized programs in Early Childhood Education, Elementary Education, Secondary Education, and Elementary-Secondary Education. Students who have successfully completed these programs may be recommended to the State Department of Education for

Oklahoma state teaching credentials at the early childhood, elementary, secondary, or elementary-secondary level.

### **Graduate Degree Programs**

The graduate degree programs are designed to offer opportunities for advanced learning, professional preparation, economic enhancement, and personal development through concentrated and detailed study and research in any of several academic disciplines appropriate to persons living in Southwest Oklahoma. Cameron University facilitates such objectives by offering curricula leading to master's degrees.

### **Education through Community Service**

The University serves individuals, businesses, industries, and professions in the service area by making available, on campus and in the community, facilities and personnel who organize, promote, and participate in both credit and non-credit conferences, institutes, workshops, and vocational and extension courses. In addition, individual University personnel serve as resource persons for the community. The University also provides facilities and personnel for lectures, musical and dramatic productions, art exhibits, and intercollegiate athletics. The University supports research projects appropriate to the University and outside agencies.

## **1.5 FUNCTIONS OF CAMERON UNIVERSITY**

The following functions are assigned to Cameron University by the Oklahoma State Regents for Higher Education:

- To provide the educational programs of a senior college for the people living in the eleven counties of Southwest Oklahoma.
- To provide a program of general education for all students designed to provide common experiences needed by all citizens if they are to live productively.
- To provide programs of instruction in the liberal arts and sciences culminating in the awarding of Bachelor of Arts, Bachelor of Science, or Bachelor of Specialty degrees.
- To provide programs involving both course work and practical experiences designed to assist in the development of effective early childhood, elementary, secondary, or elementary-secondary teachers.
- To provide pre-professional course work and advisement for students planning to complete professional programs at other colleges and universities.
- To provide post-secondary programs having less than a baccalaureate objective in technical and occupational education culminating in the awarding of Associate in Science and Associate in Applied Science degrees.
- To provide community services including credit and non-credit programs of continuing education, cultural productions, and special events designed to improve the intellectual, cultural, social, physical, moral, economic, and occupational capacities of the people of Southwest Oklahoma.

- To provide programs of instruction for military personnel, including those persons stationed at Fort Sill and other military installations in the region and those who desire to pursue Reserve Officers' Training Corps programs.
- To provide facilities, encouragement, and financial support for faculty development and for faculty, student, and constituent research projects.
- To provide graduate-level programs designed to offer opportunities for advanced learning, professional preparation, economic enhancement, and personal development culminating in master's degrees.

## **1.6 COMMITMENT TO EXCELLENCE**

The faculty, the administration, and the Board of Regents are dedicated to the continued development and improvement of programs at Cameron University. The goal of the University is to provide unsurpassed higher education opportunities to the population of Southwest Oklahoma.

### **Faculty Contributions to Excellence**

The faculty of Cameron University recognizes and accepts its obligations and responsibilities to provide quality higher education to its students. The criteria for educational excellence are described in Section 4 – Faculty Policies.

## **1.7 UNIVERSITY GOVERNANCE AND ADMINISTRATION**

### **Oklahoma State Regents for Higher Education**

Cameron University is part of the Oklahoma State System of Higher Education, which was established in 1941 when the people of the State adopted an amendment to the Constitution of Oklahoma, Article XIII-A. The System is composed of all institutions of higher education supported wholly or in part by direct legislative appropriations.

The amendment also provided for establishment of the Oklahoma State Regents for Higher Education as the coordinating board of control of the system. The State Regents board is composed of nine members who are appointed by the Governor and confirmed by the State Senate. They serve nine-year overlapping terms.

Their responsibilities include prescribing standards of higher education (including those concerning the admission of students) at each institution, determining the functions and courses of study at each institution, granting degrees and other forms of academic recognition for completion of the prescribed courses of study, recommending to the Legislature the budget needs of each institution, allocating to institutions funds appropriated by the Legislature, and determining the fees for all institutions of the system. (Article XIII-A, Sections 2 and 3, Constitution of Oklahoma)

### **Board of Regents of the University of Oklahoma, Cameron University, and Rogers State University**

By statutory enactment, the governance of Cameron University is vested in the Board of Regents of The University of Oklahoma. The Board of Regents is composed of seven members appointed by the Governor with the advice and consent of the State Senate. Each member is appointed to serve for seven years, except when appointed to fill an unexpired term. Meetings of the Board of Regents are open to the public. The powers and duties of the Board of Regents are set out in the Oklahoma

Statutes (Article XIII, Section 8, Constitution of Oklahoma; Title 70, Section 1241; et seq., Oklahoma Statutes, 1961). The Board of Regents appoints the University President, charges him/her with the administration of the institution, employs personnel based on the recommendation of the President, determines policies for operation, and administers the budget.

### **University Administration**

As the chief executive officer of the University, the President is responsible to the governing Board of Regents for the administration of the University. All authority delegated by the Board of Regents is administered through the President, who formulates an administrative structure appropriate for the management of the University and recommends its adoption to the Board of Regents. Generally, management responsibilities of the University are grouped according to function, with a vice president or equivalent University officer having administrative responsibility for such functions as academics, business and finance, student services, and development. There are many activities that overlap, requiring constant communication and coordination among administrative units. These functions are accomplished in a collegial manner through informal interaction among affected administrators, either individually or in the Executive Council, and through the operation of the University's formal governance structure. Management of the University is dynamic; thus, the administrative structure is subject to frequent change. The administrative structure is reflected in the University's organizational charts, which are revised and updated as necessary, but not less than once annually when submitted with the budget for approval by the Board of Regents.

## **1.8 ACCREDITATION**

Cameron University is accredited by the Higher Learning Commission, ~~a commission of the North Central Association of Colleges and Schools~~. Teacher education programs at the University are accredited by the Oklahoma Commission for Teacher Preparation and the National Council for Accreditation of Teacher Education; and the Bachelor of Arts degree with a major in music, Bachelor of Music degrees, and the Bachelor of Music Education degree are accredited by the National Association of Schools of Music. Undergraduate and graduate degree programs offered by the ~~School Department~~ of Business are accredited by the Association of Collegiate Business Schools and Programs (ACBSP). The Medical Technology curriculum is accredited by the National Accrediting Agency for Clinical Laboratory Sciences (NAACLS) in cooperation with the Commission on Accreditation of Allied Health Education Programs. The Associate in Applied Science Degree in Respiratory Care is accredited by the Commission on Accreditation for Respiratory Care (CoARC). The Bachelor of Science degree with a major in Chemistry (Professional Option) offered by the Department of ~~Physical Sciences~~ Chemistry, Physics and Engineering is certified by the American Chemical Society (ACS).

## **1.9 PHYSICAL PLANT**

The main campus of Cameron University is located in the city of Lawton, Oklahoma, and occupies 333 acres. The physical plant consists of facilities that vary in age from relatively new to 75 years old. The core facilities consisting of the Library, McMahon Centennial Complex, and administrative buildings are centrally located with easy access for pedestrians or vehicular traffic. The academic facilities surround the core facilities, and all classrooms and laboratories are within five minutes' walking time, excluding the agriculture laboratory complex. Parking lots are available to accommodate commuter students.

The outer ring of facilities consists of living accommodations, the stadium, tennis courts, baseball and softball fields, and maintenance support areas. The maximum walking time from the campus residential areas to the classroom buildings is less than 10 minutes. All facilities are within 10 minutes

of the core area. The Fine Arts Complex includes a 500-seat theater and smaller performance venues. The gymnasium seats 1,800 and contains limited physical education facilities. The [Aggie Rec Center](#) ~~Fitness Center~~ includes a swimming pool, basketball courts, racquetball courts, indoor track, and various other exercise and recreational facilities. The residence halls and Cameron Village have a cafeteria, dining room, conference rooms, meeting rooms, and capacity for approximately 750 students.

The CU-Duncan learning site has enjoyed steady growth over the past decade resulting in the doubling of both course offerings and credit hour production. Student services have been increased proportionately and facility improvements are notable. Approximately 650 students study in a facility with wireless internet, multi-media equipped classrooms, tutorial and testing services and a variety of activities for students of all ages.

The landscape for Cameron has been designed to unify campus space, enhance the aesthetic quality of each area, and establish a convenient pedestrian and vehicular circulation pattern. The University makes ongoing efforts towards continued expansion, modernization, and renovation of the Cameron facilities to assure proper support for the students and faculty.

## **1.10 CONSTITUENCIES**

The constituencies of Cameron University are diverse and heterogeneous. Lawton-Fort Sill is a metropolitan area with a population of 110,000 and has the educational needs of most metropolitan areas. The area surrounding Lawton is primarily rural, with farms and ranches that create demands for agriculture-oriented education. Approximately one-half of Cameron's students pursue full-time education while the other one-half are part-time students. The University fulfills both senior college and community college roles. While the diverse needs of the students create unusual demands on Cameron, the heterogeneous aspects of the student body enhance and stimulate the academic atmosphere in the classroom.

The Oklahoma State Regents for Higher Education include the following eleven Oklahoma Counties in the Cameron University service area: Caddo; Comanche; Cotton; Grady; Greer; Harmon; Jackson; Jefferson; Kiowa; Stephens; and Tillman.

## SECTION 2

### UNIVERSITY GOVERNANCE

#### 2.1 INTRODUCTION

As an ~~institution governed by a Constitutionally-created entity agency~~ of the State of Oklahoma, Cameron University recognizes its responsibility to contribute to the public weal by providing a quality higher education experience in all its facets for those it serves. This responsibility is best met when all within the academic community commit their best efforts toward this end. By calling into play the best intellect, judgment, and talents of the faculty, students, and administrators who comprise the Cameron community, the University can achieve a synergism that is far more powerful and effective than when individuals or separate groups act alone. It is in this spirit of institutional cooperation that those within the Cameron community commit themselves to the concepts of shared governance expressed in this document.

The Board of Regents is vested with broad powers and authority to accomplish the responsibilities of the University and is convinced that it can most efficiently, effectively, and judiciously satisfy its charge when there is extant a system of shared governance that (1) provides a means for each constituent group to give advice and counsel to the President, who, as chief executive officer of the University, is responsible to the Board for all operations of the University, and to such other administrators as may be appropriate; and (2) facilitates communication among all groups.

To achieve those goals, a structure has been established that (1) encourages wide participation in shared governance activities, (2) provides cooperative interaction among all campus constituencies in the development of policy and operating procedure in University committees and task forces, (3) designates specific responsibilities for these committees and task forces and appropriate representation in their membership, and (4) provides regular and direct communication among faculty, students, and administration at all levels.

Membership on University committees and task forces is structured, and members are selected by various means, depending on the function of the committee. When these processes do not result in diversity among group members, the administration has the responsibility to modify committee membership to achieve diversity. The President can supplement the composition of University committees and task forces that are not sufficiently diverse.

#### 2.2 OKLAHOMA STATE SYSTEM

##### 1. Constitutional Coordinating System

The **Oklahoma State System of Higher Education** was created with the people's adoption of an amendment to the Oklahoma State Constitution, Article XIII-A, on March 11, 1941. The amendment provides that "All institutions of higher learning supported wholly or in part by direct legislative appropriations shall be integral parts of a unified state system to be known as the Oklahoma State System of Higher Education."

The constitutional amendment also created the Oklahoma State Regents for Higher Education as the "coordinating board of control of the Oklahoma State System of Higher Education." There are nine State Regents who are appointed to nine-year staggered terms by the Governor, with the advice and consent of the Oklahoma State Senate. Responsibilities of the State Regents generally are limited to determining the functions and courses of study for each institution, establishing standards of education, submitting budget requests for the state system to the Legislature, allocating state-appropriated and revolving funds to each institution,

and setting student fees. The Chancellor of the Oklahoma State System of Higher Education serves as the chief administrative agent of the State Regents.

**2. Board of Regents**

**The Board of Regents of the University of Oklahoma** shall have the supervision, management and control of the University and shall have the following additional powers and duties:

- a. Adopt such rules and regulations, as it deems necessary, to govern the University.
- b. Employ and fix the compensation and duties of such personnel, as it deems necessary, including architects, attorneys, engineers and other professional and technical persons, for its operation and for the operation of the University. Any of such personnel having custody of public funds or other public property may be required to furnish corporate surety bonds in such amounts as may be deemed necessary by the Board of Regents, payable to the State of Oklahoma and conditioned upon a faithful accounting of all such funds and property.
- c. Enter into contracts; purchase supplies, material and equipment; and incur such other expenses as may be necessary to make any of its powers effective.
- d. Authorize officials of the University to act in its behalf in the making of contracts or in carrying out the powers conferred upon it.
- e. Receive and make disposition of moneys, grants, and property from federal agencies, and administer the same in accordance with federal requirements.
- f. Accept gifts of real and personal property, money, and other things, and use or dispose of the same in accordance with the directions of the donors or grantors thereof.
- g. Direct the disposition of all moneys appropriated by the Legislature or by the Congress or derived from the sale of bonds or received from any other source by the University.
- h. Acquire and take title to real and personal property in its name, on behalf of the University and convey, exchange or dispose of, or otherwise manage or control, such property in the interest of the University including the granting of leases, permits, easements and licenses over or upon any such real property. The Board of Regents shall have the power to institute legal action in the name of the Board of Regents before any court having jurisdiction of such actions. The Board of Regents shall have the custody and control of abstracts of title and instruments affecting the ownership of or title to real property belonging to the Board of Regents, and being held by the Board on behalf of the University.
- i. Have supervision and charge of the construction of all buildings at the University.
- j. Determine the need for and cause to be constructed, residence halls and other buildings, on a self-liquidating basis, at the University.
- k. Establish and maintain plans for tenure and retirement of employees of the Board of Regents, and the University and for payment of deferred compensation of such employees; and make available health, vision, dental, life, and accidental death and disability benefits for such employees and their dependents. The Board of Regents may pay for all or a part of the cost thereof for employees, with funds available for the operation

of the University. Amounts payable by an employee for such insurance or annuity contracts may, with the consent of the employee, be deducted from payroll.

- l.** Audit all accounts against the funds appropriated for the use and maintenance of the University and the State Treasurer shall issue warrants for the amount of all accounts, including salaries and expenses of said Board of Regents, which shall have been audited and allowed by the Board of Regents and attested by the Secretary of the Board, , and the President .
- m.** Provide penalties and forfeitures by way of damages and otherwise for the violation of rules and regulations of the Board of Regents, which may be sued for and collected in the name of the Board of Regents before any court having jurisdiction in such actions.
- n.** Do all things necessary and convenient to carry out the powers expressly granted to it by the Constitution and the laws of the State, and to make the University effective for the purposes for which they are maintained and operated and the enumeration herein of certain powers and immunities of the Board of Regents shall not be construed as in derogation or as a limitation of the powers and immunities properly belonging to the Board of Regents in the government of the University.

## **2.3 CAMERON UNIVERSITY**

### **1. Campus Organization**

Within the Cameron University community are three primary stakeholders which cooperatively govern day-to-day affairs of the University and in both individual and representative capacities act as recommending and advisory bodies to the Board of Regents. Those three stakeholders include the University Administration, Faculty, and Student Body.

- a.** **The University Administration** is headed by the **University President**, who is the chief executive officer of the University and is directly responsible to the Board of Regents for all operations of the University. Other administrators assist the President with the management of University affairs. The Board of Regents encourages faculty, administrators, and students to make recommendations to the President regarding policy improvements and requires appropriate faculty counsel regarding recommendations for appointments, promotions, discontinuances, and retirement of faculty.
- b.** **The Regular Faculty** of the University is composed of all faculty members with regular appointments including tenured, tenure track, and non-tenure track at the ranks of Instructor, Assistant Professor, Associate Professor, and Professor. The faculty shall fulfill its duties through academic departments and/or schools, University committees, various standing committees of the Faculty Senate, and, when appropriate, through ad hoc committees from the faculty. The faculty is to be concerned with the welfare of the academic community and has a responsibility to participate in the development of policies, regulations, and procedures concerning the whole University.
- c.** **The Graduate Faculty**, in addition to those qualifications required for other faculty, shall have (1) an earned doctorate from a college or university accredited by the regional accredited or internationally recognized institution or a terminal degree or other appropriate academic credentials as defined in Appendix A of this document; (2) the rank of Assistant Professor or above; and (3) conducted specific forms of scholarly activity as defined in Appendix D. Appointments to the Graduate Faculty are made by



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the ~~Provost~~Vice President for Academic Affairs (VPAA) upon recommendation of the appropriate academic department chair and Dean and of the Graduate Council. Appropriate faculty counsel shall be obtained at the department or school level. Temporary appointment to the Graduate Faculty may be made for persons who have the expertise in an area which qualifies them to teach a graduate-level course, which expertise shall be defined by the Graduate Council with input from the Graduate Faculty of the appropriate school. Such temporary appointment shall be made by the ~~Provost~~Vice President for Academic Affairs VPAA upon the recommendation of the Graduate Council. Graduate Faculty shall be eligible to teach graduate courses; advise graduate students; supervise graduate research; serve on or direct a thesis committee; be elected to and vote for members of the Graduate Council; participate in campus governance; and serve on graduate advisory committees. A temporary member of the Graduate Faculty shall be eligible to teach graduate-level courses.

dc. **The Student Body** of Cameron University consists of all students currently enrolled at Cameron University.

### 2. Campus Executive and Representative Bodies

a. **The Executive Council** is not a formally designated body but acts as the President's cabinet and is composed of administrators appointed by the President. The members meet regularly as a coordinating executive team.

b. **The Faculty Senate** is established to express the Senate's views and make appropriate advisory recommendations to the University administration. The Senate studies matters it believes to be of significant importance to the faculty. Officers of the Faculty Senate are the Chair, Chair-Elect, and Secretary, each elected by the faculty. The Faculty Senate may determine its own internal rules of order and by-laws insofar as they are consistent with state law and Board of Regents' policies.

c. **The Staff Advisory Council** represents the administrative, professional, classified, and permanent part-time staff of the University. The council makes policy recommendations, communicates and shares staff concerns, recommends changes to university practices, and provides administrative support to the university.

de. **The Student Government Association** is a representative organization of the Student Body whose mission is to represent, lead, and unify the Student Body; to decide and recommend for the students upon any matter involving student interests; and to promote common understanding among students, faculty, and administration while protecting the individual rights of students. Officers of the Student Government Association are elected by the Student Body and include the President, Vice President, and Treasurer.

### 3. Shared Governance Bodies

a. **Cameron Council** meets as needed to promote an exchange of information among the Student Government Association, Faculty Senate, and Administration. Elected officers of the Faculty Senate, elected officers of the Student Government Association plus the Chair of the Programming Activities Council, and administrators as appointed

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by the President are members of the Cameron Council, which is chaired by the University President.

**b. University Standing Committees** serve various functions in the University and typically have a single responsibility. Membership composition and method of appointment are described in the following paragraphs. The listing of committees which follows represents the standing University committees. For all University related committees, the ~~Provost~~Vice President for Academic Affairs~~VPAA~~, with the President's concurrence, or the President reserve the right to appoint additional members in an effort to achieve functional diversity on the committees.

**1. The Academic Appeals Committee** serves as the appeals body for (1) the administration of the Admissions and Retention Policies of the University, (2) the consideration of exceptions or substitutions in academic areas which are not specifically reserved to a specific academic department or area, and (3) the consideration of any other matters associated with policies and procedures governing academic appeals.

The responsibility for academic evaluations of students rests with the faculty. If a student feels wrongfully and unfairly treated by an instructor and if he/she is unable to resolve the matter in conference with the instructor or the Departmental Chair, an appeal may be made.

**Membership:**

Faculty: Four elected at large by the Faculty.  
Students: Three appointed by the ~~Vice President for Student Services or his/her designee~~—Dean of Students as recommended by the Student Government Association President.  
Administrators: Registrar (ex-officio, non-voting); Administrative support: one appointed by the President (non-voting).

**2. The Curriculum Committee** makes recommendations to the ~~Provost~~Vice President for Academic Affairs regarding all requests for (1) course changes, (2) new courses, (3) program changes, and (4) new programs.

**Membership:**

Faculty: One elected by and from the Faculty Senate; one faculty representative from the school for every 20 full-time faculty members in each undergraduate school to be elected by the faculty and from the school (Deans are to be included in the count of faculty of each school).  
Students: Three appointed by the Student Government Association President.  
Administrators: The ~~Provost~~Vice President for Academic Affairs or his/her representative (ex-officio, non-voting).

**3. The Faculty Development Committee** serves in an advisory capacity and makes recommendations to the ~~Provost~~Vice President for Academic Affairs~~VPAA~~ regarding faculty development programs, policies, and operation of the Faculty Development Center.

**Membership:**

Faculty: One elected by and from the Faculty Senate; one elected by and from each undergraduate school; one elected by and from the Graduate Faculty; three appointed by the Vice President for Academic Affairs.

Administrators: The ~~Provost~~Vice President for Academic Affairs or his/her representative (ex-officio, non-voting); Academic Services Coordinator, Center for Faculty Development (ex-officio, non-voting).

**4. The Financial Assistance Appeal Committee serves as (1) the appeals and review body for financial assistance student concerns and (2) an advisory group to the Director of Financial Assistance.**

**Membership:**

Faculty: One faculty member from the Student Services Committee appointed by the Vice President for Enrollment Management and Student Success.

Administrators: Director of Financial Assistance or designee (ex-officio, non-voting); Registrar; Academic Advising Center representative appointed by the Director of the Academic Advising Center; Financial Assistance representative appointed by the Director of Financial Assistance; and Student Support Services representative appointed by the Director of Student Support Services.

**54. The General Education Committee (1) establishes and reviews guidelines for certifying courses to meet general education program requirements; (2) certifies courses for meeting general education requirements; (3) develops guidelines for determining the applicability of transfer courses for meeting general education requirements; (4) evaluates general education assessment results and proposes appropriate program modifications; (5) reviews general education program to assure compliance with regulations and standards of governing bodies and accreditors; (6) formulates and promotes professional development programs for general education faculty; and (7) reports annually on the effectiveness of the general education program.**

**Membership:**

Faculty: Two from each undergraduate school elected by the faculty; one from the Library appointed by the Director of Library Services; ~~Faculty Senate Chair (ex-officio, non-voting); Faculty Senate Chair-Elect (ex-officio, non-voting); o-ne representatative elected by and from Faculty Senate~~

Students: Two appointed by the Student Government Association President.

Administrators: The ~~Provost~~Vice President for Academic Affairs or his/her representative (ex-officio, non-voting).

**6. The Go Green Committee makes recommendations to the Vice President for Business and Finance to (1) increase campus awareness of environmental and sustainability issues, (2) suggest methods for continuing environmental**

education of students, staff and faculty, (3) serve as a processing point for environmental and sustainability recommendations arising from any part of campus, and (4) survey current campus practices related to environmental stewardship and make recommendations for improvement.

**Membership:**

Faculty: One elected or appointed by and from the Faculty Senate (one year term) and one faculty member elected at large (two year term).

Students: The Student Government Association President or designee and one student appointed by the Student Government Association (one year term).

Administrators: One elected by and from the Staff Advisory Council (one year term), Director of Physical Facilities or designee, and Dean of Students or designee.

~~5. The Graduate Council serves as the principal governing and appellate committee for all issues pertaining to graduate education at Cameron University making recommendations to the Provost Vice President for Academic Affairs. Council functions include but are not limited to oversight of graduate curriculum; graduate faculty selection and retention; student matriculation and retention; in cooperation with the academic disciplines, strategic planning for graduate education; and appeals of grades, suspension, and dismissal.~~

~~**Membership:**~~

~~Faculty: Each school that offers a graduate course shall be entitled to elect one voting member to the Graduate Council, and each school that offers a graduate degree program shall be entitled to elect an additional voting member.~~

~~\_\_\_\_\_ elect one voting member to the Graduate Council, and each school that offers a graduate degree program shall be entitled to elect an additional voting member.~~

~~Students: Two graduate students nominated by the Dean for Graduate Studies shall be confirmed by a simple majority vote of the Graduate Council.~~

~~Administrators: Academic Deans with one or more graduate programs with one Dean, appointed by the Provost Vice President for Academic Affairs, to be Chair of the Council (ex-officio, non-voting).~~

7. The Graduate Council serves as the principal governing and appellate committee for all issues pertaining to graduate education at Cameron University making recommendations to the Vice President for Academic AffairsVPAA. Council functions include but are not limited to oversight of graduate curriculum; graduate faculty selection and retention; student matriculation and retention; in cooperation with the academic disciplines, strategic planning for

graduate education; and appeals of grades, suspension, and dismissal.

**Membership:**

Faculty: All Department Chairs in departments where **active** graduate courses are offered. Three faculty members from each department that offers a graduate degree (Business, Education, Psychology).

Students: Two graduate students nominated by the ~~co-chairs~~ Dean shall be confirmed by a simple majority vote of the Graduate Council.

Administrators: ~~Deans of the School of Business and Education and Behavioral Sciences shall be Co-Chairs of the Graduate Council and voting members.~~ Graduate and Professional Studies chairs the Graduate Council.

Additional Non-voting: Academic Affairs Coordinator, Education and Psychology Graduate Coordinator, MBA Graduate Coordinator, Registrar, Director of Admissions/Graduate Enrollment., ~~Graduate Recruiter~~

**86.** **The Information Technology Advisory Committee** is an advisory and recommending body to the Director of Information Technology Services and other appropriate administrators regarding the development of policies and plans related to computing and all aspects of information technology.

**Membership:**

Faculty: One elected by and from the Faculty Senate; two from each undergraduate school appointed by the Dean of the School; one from the Library appointed by the Director of Library Services.

Students: Three appointed by Student Government Association President.

Administrators: Director of Information Technology Services (ex-officio, non-voting); three professional staff from Information Technology Services (ex-officio, non-voting); and one professional staff member appointed by the ~~Provost~~ Vice President for Academic Affairs (ex-officio, non-voting).

**97.** **The Institutional and Internal Services Committee** reports to the Vice President for Business and Finance and is responsible for making recommendations regarding University contracts with external organizations, issues of public safety, the upkeep and improvement of the physical plant, and other University services not under the purview of academic or student affairs.

**Membership:**

Faculty: Three elected at large by the Faculty; one elected by and from the Faculty Senate.

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Students: One appointed by the Student Government Association President.  
Administrators: Vice President for Business and Finance (ex-officio, non-voting).

**108. The Institutional Assessment Committee** reports to the ~~Provost~~Vice President for Academic Affairs VPAA and is responsible for (1) identification of appropriate assessment objectives for Cameron University, consistent with the policies and requirements of the Oklahoma State Regents for Higher Education and the Higher Learning Commission ~~of the North Central Association of Colleges and Schools~~; and (2) University-wide coordination of planning and implementation of entry-level assessment, mid-level (general education) assessment, programs outcomes assessment, and student satisfaction assessment programs which meet those same objectives and requirements.

**Membership:**

Faculty: Chair (appointed by the ~~Provost~~Vice President for Academic Affairs); one appointed by and from the Faculty Senate; two appointed or elected at the discretion of the Dean from each of the undergraduate schools; one appointed or elected at the discretion of the Director of the Library; Chair of the General Education Committee (ex-officio, non-voting).

Staff: One appointed by or elected at the discretion of the appropriate Executive Council member for each non-instructional unit participating in the assessment process.

Administrators: Director of Institutional Research, Assessment, and Accountability (ex-officio, non-voting); the ~~Provost~~Vice President for Academic Affairs (ex-officio, non-voting) or his/her representative.

**119. The Intercollegiate Athletics Committee** serves in an advisory capacity to the Director of Athletics and the President. On request, the Committee reviews, interprets, and recommends policies and regulations regarding the conduct of the intercollegiate athletic program.

**Membership:**

Faculty: One elected by and from the Faculty Senate; two elected at large by the Faculty.

Students: Two recommended by the Student Government Association President and approved by the ~~Vice President for Student Affairs~~Vice President for Enrollment Management and Student Success or his/her designee

Administrators: Faculty Athletic Representative (Chair); Director of Athletics (ex-officio, non-voting).

**12. The Intercollegiate Committee for Gender Equity, Diversity and Inclusion**  
(1) Develops and monitors the Department of Athletics Gender Equity, Diversity and Inclusion Plan(s): Identify issues, problems and solutions, Seek feedback from student-athletes, coaches, and athletic administrators, Monitor progress on goals, Recommend adjustments to the plan as needed, Communicate to the campus and community; (2) Reviews relevant reports prepared by the Department of Athletics to meet NCAA requirements to

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include: Institutional Self Study Guide (ISSG), Annual government report Equity in Athletics Disclosure Act (EADA) Report (October), Annual NCAA/EADA report (January); and (3) Assists with the development and review of the Athletics Institutional Self Study Guide (ISSG) which is to be done every 5 years:

**Membership:**

Faculty: One faculty Athletics Representative  
Students: One student athlete, appointed by Athletic Director; one student appointed by the Student Government Association President  
Administrators: Senior Women's Administrator (Committee Chair); Equal Opportunity Officer/Title IX Coordinator (ex-officio, non-voting); Diversity Services Coordinator (ex-officio, non-voting); Vice President for Academic Affairs or designee; one member of the Intercollegiate Athletics Committee; one Coach, appointed by the Athletic Director

**1340. The Lectures and Concerts Committee** serves in an advisory capacity to the Vice President for Student Services Vice President for Enrollment Management and Student Success or his/her designee and is responsible for encouraging lectures and concerts by (1) disseminating information regarding funding of lectures and concerts and (2) reviewing and making recommendations regarding proposals for University-funded lectures and concerts.

**Membership:**

Faculty: One elected by and from the Faculty Senate; one elected by and from each school.  
Students: Four appointed by the Student Government Association President.  
Administrators: ~~Vice President for Student Services~~ Dean of Students ~~or his/her designee~~ (ex-officio, non-voting).

**1444. The President's Strategic Planning Committee** serves in an advisory capacity to the President on matters related to University planning, including recommending campus-wide goals for special emphasis, addressing the University Strategic Plan, Campus Master Plan, and maintaining institutional accreditation. The Committee also serves as the nominating body for ad hoc committees for strategic plan development, campus master plan development, and accreditation self-study development on an as needed basis.

**Membership:**

President  
Faculty: ~~Faculty Senate Chair; Faculty Senate Chair-Elect; Faculty Senate Secretary;~~ Chair, Faculty Long-Range Planning Committee; Chair, current Strategic Plan Committee; Chair, current Campus Master Plan committee; Chair, previous HLC Self-Study committee.-  
Students: Two undergraduate students and one graduate student appointed by the Student Government Association President.

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Administrators: ~~The Provost Vice President for Academic Affairs (ex-officio); Vice President for Student Services (ex-officio, non-voting); Vice President for Business and Finance (ex-officio, non-voting); Director of Institutional Research, Assessment, and Accountability (ex-officio, non-voting); Associate Vice President for Enrollment Management Vice President for Enrollment Management and Student Success or his/her designee (ex-officio, non-voting); the Vice President for University Advancement, President (Chair), Members of Executive Council, Accreditation Liaison Officer, President (Chair), Members of Executive Council, and other members as appointed by the University President.~~

Community: ~~Appointment by the Chair of the CU Foundation; Appointment by the Chair of the CU Alumni Association~~

**1512. The Recruitment Committee** serves in an advisory capacity to the ~~Provost Vice President for Academic Affairs~~VPAA and the ~~Associate Vice President for Enrollment Management Vice President for Enrollment Management and Student Success or his/her designee~~ -regarding student recruitment.

**Membership:**

Faculty: One elected by and from each school; one elected by and from Faculty Senate; one elected by and from Graduate Council.

Students: Two undergraduate students and one graduate student appointed by the Student Government Association President.

Administrators: ~~Associate Vice President for Enrollment Management Vice President for Enrollment Management and Student Success or his/her designee~~ (ex-officio, non-voting).

**1613. The Research Committee** serves in an advisory capacity to the ~~Provost Vice President for Academic Affairs~~VPAA and is responsible for encouraging and assisting faculty and students in research activities by (1) disseminating information regarding funding of research proposals, (2) providing assistance with the writing and review of research proposals, and (3) reviewing and making recommendations regarding University-funded research.

**Membership:**

\_\_\_\_\_ Faculty: One elected by and from the Faculty Senate; four elected at large by the Faculty.

Students: Two undergraduate students appointed by the Student Government Association President; one graduate student selected by the Graduate Council.

Administrators: The ~~Provost Vice President for Academic Affairs~~ or his/her representative (ex-officio, non-voting); representative of Academic Research Support Center (ex-officio, non-voting).

**1714. The Student Services Committee** acts as an advisory and recommending body to the ~~Vice President for Student Services Vice President for Enrollment Management and Student Success or his/her designee~~. -The committee (1) formulates recommendations for student policy; (2) reviews and interprets



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existing student policies; and (3) coordinates with secondary committees under its jurisdiction ([Student Activity Fee Allocation Committee](#)), ~~(Financial Assistance, Lectures and Concerts, and Publications)~~, and (4) ~~serves as an appeals body on student matters of a non-academic nature~~ [reviews applications for new student organizations](#) and makes recommendations to the ~~Vice President for Student Services~~ [Vice President for Enrollment Management and Student Success](#).

### Membership:

Faculty: One elected by and from the Faculty Senate; two elected at large by the Faculty.

Students: Five appointed by the Student Government Association President.

Administrators: ~~One Two~~ appointed by the ~~Vice President for Student Services~~ [Vice President for Enrollment Management and Student Success](#) ~~or his/her designee~~ (non-voting).

**1845. The Teacher Education Council** serves in an advisory capacity to the Director of Teacher Education. The Council (1) reviews teacher education regulations and proposed changes; (2) reviews all approved teacher education programs, proposed programs, and proposed changes in approved programs; (3) makes recommendations regarding the professional education sequence; and (4) makes recommendations regarding the selection, admission, and retention of teacher education students. Standing subcommittees of the Teacher Education Council include the Selection, Admission, and Retention Committee and the Faculty Development Committee.

### Membership:

~~\_\_\_\_\_~~ Faculty: One elected by and from the Faculty Senate; one from each certificate program appointed by the department chair of the discipline.

Students: One representing elementary education; one representing secondary education; and one representing Educational Leadership, all appointed by the Student Government Association President.

Administrators: Director of Teacher Education (ex-officio, non-voting) chairs the Council; Coordinator of Field Experience (ex-officio) serves as permanent Chair of Selection, Admission, and Retention Committee. [NCATE Coordinator \(ex-officio, non-voting\)](#)

Public: Two invited to participate by the Teacher Education Council (non-voting).

**1946. The Teaching and Learning Committee** serves in an advisory capacity and makes recommendations to appropriate administrators regarding the Library, instructional technology, and other learning-resource centers. The committee reviews proposals and makes recommendations regarding University-funded innovative instruction grants.

### Membership:

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Faculty: One elected by and from the Faculty Senate; one librarian appointed by the Director of Library Services; one from each school appointed by the Dean.

Students: Three appointed by the Student Government Association President.

Administrators: Two appointed by the President; two appointed by the ~~Provost~~Vice President for Academic Affairs; the ~~Provost~~Vice President for Academic Affairs or his/her representative (ex-officio, non-voting); the Director of Distance Learning (ex-officio, non-voting).

**20. The University Committee on Equity, Diversity and Inclusion assists with the development and review of the University Equity Plans, reviews and makes recommendations on Federal Compliance Policies, seeks feedback from students, student-athletes, faculty and staff, monitors progress on goals, recommends adjustments to the plan as needed, communicates to the campus and community, and reviews annual university Affirmative Action Plan.**

### **Membership:**

Faculty: One faculty member elected by the faculty to serve a 3 year term, one faculty member elected by and from the Faculty Senate

Staff: One staff member elected by and from the Staff Advisory Council

Students: The Student Government Association President, one student appointed by the Dean of Students

Administrators: Vice President for Academic Affairs (Chair), Equal Opportunity Officer/Title IX Coordinator (ex-officio, non-voting), Diversity Services Coordinator (ex-officio, non-voting), one member of the Intercollegiate Athletics Committee

**c. Ad Hoc Committees and Task Forces.** From time to time, additional ad hoc committees or task forces may be created. A description of those committees or task forces, their purpose, and membership will be maintained on the University's official website.

**1. The Public Exercises Task Force** coordinates commencement ceremonies, convocation, and other ceremonies that include University-wide participation and that are open to the general public. The committee reviews the format, facility utilization, personnel requirements, equipment requirements, safety and parking requirements, and all associated matters necessary for management of the event. Recommendations by the committee are made to the person or organization in charge of the event.

### **Membership:**

Faculty: One appointed by the President.

Administrators: Director of Events Management (Chair); Academic Services Coordinator; Coordinator of Interdisciplinary Activities in Fine Arts; Representative from Physical Facilities; Executive Assistant to the President; Vice President for Academic Affairs or his/her designee; Vice President for Student

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~~Services~~–Vice President for Enrollment Management and Student Success or his/her designee ; Senior Director, Public Affairs; ~~Academic~~ Deans; Registrar; Director, Public Safety; Director, KCCU.

2. ~~The Top 30 Courses Project Committee Action Commission on Student Retention~~ serves in an advisory capacity to the President and makes recommendations on issues impacting student retention. ~~is not a formally designated body but is designed to facilitate communication among faculty teaching Top 30 courses and to serve in an advisory capacity to the Office of Teaching and Learning on matters related to student success in Top 30 courses, faculty development for Top 30 faculty, and campus initiatives related to Top 30 courses.~~

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**Membership:**

Faculty: One faculty member from each department with a Top 30 course

Administrators: The Assistant Vice President for Academic Affairs (Chair)

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~~Membership: Appointed by the President.~~

#### 4. **Duties and Responsibilities of the ~~Provost~~Vice President for Academic Affairs**

The ~~Provost~~Vice President for Academic Affairs (“VPAA”) is the University's chief academic officer charged with daily responsibility for the accomplishment of student learning, scholarly activity, and service as components of the University's mission. The ~~Provost~~VPAA works closely with the President on academic matters.

A primary responsibility of the ~~Provost~~VPAA is to create and sustain a University environment conducive to teaching and learning and to student and faculty development. Therefore the ~~Provost~~VPAA must be considered to be accountable to the faculty and students as well as to the President and the Board of Regents.

##### a. **Academic Administration Duties**

1. Provides leadership in the implementation of effective planning in academic affairs and excellence in academic degree programs and support units and represents the academic interests of the University in off-campus activities, as designated by the President.
2. Provides leadership in working with the academic deans and representatives of the faculty in the development and supervision of academic programs, including changes in curriculum, degree programs, and organization.
3. Supervises and evaluates the work of the academic deans.

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4. Recommends budget allocations for the schools, Library, and academic support areas to the President.
5. Collaborates with the ~~Vice President for Student Services and the Associate Vice President for Enrollment Management~~ Vice President for Enrollment Management and Student Success or his/her designee to maximize opportunities for student academic success. Together, they advocate programs and services that meet the needs of the University's prospective and enrolled students.
6. Supervises the directors of academic support units designated on the official organizational chart as part of Academic Affairs.
7. Ensures compliance with the Higher Learning Commission (HLC) ~~of the North Central Association of Colleges and Schools~~ accreditation requirements for all academic units and coordinates reports to the HLC on substantive changes made in credit and non-credit programs.
8. Works with all academic units to ensure compliance with Board of Regents, State Regents, and University policies and procedures.

### **b. Faculty Administration Duties**

1. Recommends to the President faculty member appointments, reappointments, promotions, tenure, and terminations based on both independent study of credentials and the recommendations of the Deans, department chairs, and faculty committees.
2. Provides appropriate recommendations for University nominations for various faculty awards and recognitions.
3. Works with the Faculty Senate on policies and procedures that directly affect the faculty and ensures that changes in policies, procedures, programs, and organization are included in the Cameron University Faculty Handbook and reported, when appropriate, to external agencies.
4. Oversees the preparation and maintenance of the Faculty Handbook for distribution, and, in cooperation with the Senior Director of Public Affairs, reviews the content of catalogs and other publications concerning academic matters.

### **c. Other Administrative Duties**

1. Works in close conjunction with, and in support of, the Vice President for University Advancement\_ and Vice President for Business and Finance.
2. Works with the President in concert with the ~~Personnel~~ Human Resources Office to promote diversity in Academic Affairs and support University programs to create a welcoming environment.
3. Supports the University's commitment to goals set forth in the University's Strategic Plan by taking appropriate actions.

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4. Provides leadership and oversight of University effectiveness efforts in academic affairs, including the use of the results of assessment and linking results to planning.
5. Performs other duties supporting the University, as requested by the President.

### d. **Evaluation of the ProvostVPAA Vice President for Academic Affairs**

1. Evaluation of the performance of the ProvostVPAA is carried out by the President. It includes but is not limited to confidential evaluation by the Regular Faculty. The faculty's assessment of the performance of the ProvostVPAA will be carried out annually. The primary purpose of an evaluation is to provide constructive feedback regarding how well job expectations are being met by the ProvostVPAA. Summary information will be made available to the ProvostVPAA.
2. Processes regarding tenure of the ProvostVPAA shall be administered by the appropriate academic department in compliance with Section 4.5 of the Faculty Handbook.
3. Post-Tenure Review of the ProvostVPAA shall be administered by the appropriate academic department in compliance with Section 4.6 of the Faculty Handbook.
4. For the purposes of tenure and post-tenure review, the ProvostVPAA will be evaluated in all categories except for teaching.

## 5. **School and Departmental Organization**

- a. **School Administration/Organization:** To accomplish its academic mission, the University is divided into schools with a Dean as the chief administrative officer. The Dean is responsible for an administrative organization designed to meet the particular needs of the school. Staff requirements to support school activities will vary in composition and assignments unique to the school's mission and goals. Departmental organizations will be used to support educational programs with similar goals and objectives. Faculty members shall be solicited to serve on committees and complete tasks supporting the mission and goals of the department, school, and University. The Dean shares (or delegates) many of the specific responsibilities outlined in this policy statement with school staff and the chairs/directors of the separate departments. In schools not divided into separate departments, the school organization is similar to departmental organization.
- b. **General Responsibilities of the Dean:** The Dean provides leadership and administrative support to the programs and faculty members of the school in performing the missions of teaching, scholarly activity, and University service and public outreach. The Dean represents the school in relations with the President, the ProvostVPAA, other administrative officers of the University, and other schools. The Dean is responsible to the President through the ProvostVPAA and is accountable to many constituencies including the faculty, staff, students, administrators, and alumni of the school. Whenever appropriate, the Dean is expected to consult with, receive advice from, and communicate with the constituent members of the school. Deans

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represent the President and the administration, communicating and administering the policies and procedures of the State Regents, the Board of Regents and the University.

- c. Specific Responsibilities of the Dean:** The following responsibilities are not restrictive and will include other responsibilities as assigned by the Provost/VPAA or the administration. In any particular school, the specific responsibilities of the Dean may vary depending on the mission, organization, and size of the school. The specific responsibilities of an individual Dean in a particular school must be flexible to respect these differences among various schools and the leadership style of a particular Dean.

**1. To the University at large, the Dean is responsible for:**

- a. Implementing University priorities at the school and department levels.
- b. Advancing and representing the school whenever appropriate.
- c. Disseminating information to school faculty and staff.
- d. Implementing policies and initiatives of the University and the governing and coordinating boards.
- e. Participating in the Deans Council including advising the Provost/VPAA concerning strategic planning, budgeting needs, University policy changes, fund raising activities, matters of mutual interest, and other priorities of the University.
- f. Assisting the President and the Provost/VPAA in the selection of other Deans and University administrative officers, as appropriate.
- g. Providing an annual report to the President and other constituencies concerning the performance of the school.
- h. Cooperating with other schools in the development of interdisciplinary programs consistent with University goals and objectives.
- i. Contributing to a general spirit of University cooperation and collegiality.

**2. To the School, the Dean is responsible for:**

- a. Providing leadership in the organization, operations, development, and evaluation of the teaching, research and creative/scholarly activity; and professional and University service and public outreach to the school and consistent with University and school strategic planning.
- b. Assuring compliance with state and federal law and all policies and procedures of the State Regents, the Board of Regents, and the University.
- c. Leading the school in the annual planning process.
- d. Providing leadership in student recruitment and retention.
- e. Assuring academic quality and rigor in all school programs.
- f. In coordination with the University administration, setting priorities for school-level alumni development and fund-raising activities, and coordinating and assisting the school and its separate departments with implementing and maintaining an active alumni development and fund raising program.
- g. Planning, preparing, submitting, and managing the school budget.
- h. Assuring fair and consistent evaluation of faculty in compliance with the Faculty Handbook.

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- i. Fostering the welfare of the entire school faculty and staff and encouraging, facilitating, and mentoring their work and professional development.
- j. Recommending the reappointment, appointment, promotion, and tenure of faculty according to University, departmental and school guidelines (Section 4), as well as Board of Regents' policy.
- k. Implementing personnel policies concerning faculty and staff of the school.
- l. Providing leadership to the faculty in reviewing, evaluating, and developing appropriate curricula and effective academic programs of study within the school.
- m. Seeking advice from faculty, chairs/directors, and staff on matters affecting the school.
- n. Reorganizing departmental and school administration in response to new opportunities or when more effective use of resources will be completed with faculty and staff consultation.
- o. Presiding over meetings of the school faculty.
- p. Assuring that faculty and staff have access to and knowledge of University, school, and departmental policies.
- q. Evaluating the performance of department chairs/directors and other administrative staff reporting to the Dean, according to University and school policies.
- r. Initiating procedures to search for chairs/directors and other administrative staff of the school whenever a vacancy occurs.
- s. Evaluating the facility needs of the school and advising the [Provost/Vice President for Academic Affairs-VPAA](#) of these facility needs.
- t. Implementing the University Affirmative Action Plan and ensuring equal opportunity for all who are job applicants to the school.
- u. Developing strategies to recognize outstanding achievements by faculty and staff through appropriate awards and honors.
- v. Fostering a spirit of cooperation and teamwork throughout the University and within the school.

### 3. To the students in the School, the Dean is responsible for:

- a. Providing an academic environment that nurtures all students to succeed to the best of their abilities through quality academic instruction, counseling, professional advice, and other assistance when necessary.
- b. Providing an academic advising system that informs students of all academic requirements of the school and their progress toward meeting those requirements.
- c. Seeking advice from students on matters affecting the school.
- d. Implementing University and school procedures to ensure an ethical and equitable academic atmosphere by enforcing policies involving such issues as academic misconduct, academic grade appeals, and ethics in research.
- e. Developing strategies to recognize outstanding achievement by students through appropriate awards and honors.
- f. Enforcing admission, retention, and graduation requirements of the school.





## Annual Evaluation

An annual performance evaluation will be conducted of all Deans by ~~the Provost~~Vice President for Academic Affairs-VPAA. The annual evaluation shall include:

1. A self-assessment by the Dean.
2. Confidential evaluation by the faculty of the school regarding administrative duties, to be conducted by the ~~Vice President for Academic Affairs~~VPAA.
3. Confidential evaluation by the faculty of the appropriate academic department regarding the faculty responsibilities of the Dean, according to standard evaluation procedures of the department.
4. A formal consultation between the Dean and ~~Provost~~VPAA.

### i. Tenure of a Dean

Processes regarding tenure of the Dean shall be administered by the appropriate academic department in compliance with Section 4.5 of the Faculty Handbook.

### j. Post-Tenure Review of a Dean

Post-Tenure Review of the Dean shall be administered by the appropriate academic department in compliance with Section 4.6 of the Faculty Handbook.

- k. **Vacancy:** Whenever a vacancy occurs in the office of a school Dean, the ~~Provost~~Vice President for Academic Affairs-VPAA, if needed, shall appoint an interim or acting Dean of the school until a permanent Dean assumes responsibility for the school. Prior to the appointment, subject to approval of the President, the ~~Provost~~VPAA shall seek input from representatives of the faculty, chairs/directors, and staff of the school involved to obtain advice on an appropriate candidate for the interim or acting dean.

### l. Departmental Administration

An academic department is administered by a chair. The chair provides leadership in matters of policy determined by the Regular Faculty members of the department, operating within guidelines provided by the Board of Regents, University administrative officers, and the school. In schools not divided into departments, the school faculty is the equivalent of the departmental faculty, and the Dean performs the duties and functions of the chair.

1. **Departmental Faculty:** The departmental faculty has jurisdiction over matters of policy and procedure and the right to choose its own form of organization, as long as these do not conflict with published (in writing or electronic media) rules and regulations of its own school, the University, or Board of Regents policy. These procedures will be filed with the ~~Provost~~VPAA and the Dean of the school. As a matter of principle, the faculty is involved in preparing faculty personnel recommendations consistent with the Faculty Handbook, and it elects representatives who participate in transmitting formal recommendations.
2. **Departmental Chairs:** The chair has a leadership function and is accountable both to the department and to the Dean for the performance of this function. The chair serves at the pleasure of the President and ~~Provost~~VPAA -upon the recommendation of the Dean. Retention or non-retention of a chair is

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recommended by the Dean after completion of the comprehensive evaluation process under Section 2.3.4.1.5. Chairs represent their department in relations with other departments, with the deans, and with other administrative officers of the University. The chair is expected to encourage and facilitate the work, quality, and professional development of the department. It is the responsibility of the chair to take the initiative in reporting the needs of the department to the Dean. This includes obtaining merited recognition of faculty members with respect to promotions, salary increases, and support for career development. Other leadership functions include implementing the Affirmative Action Plan; strategic planning; conducting program reviews; and making reappointment, promotion, and tenure recommendations.

3. **Specific Responsibilities of the Chair:** The chair provides leadership in all matters of policy as determined by the faculty, Dean, and ProvostVPAA. The chair determines procedures for carrying on the work of the department. Such functions shall include (but not be limited to): determining time and frequency of faculty meetings (at least monthly); establishing procedures for expenditures from departmental budget; with advice and consultation from the faculty, determining teaching assignments and class schedules for the department; preparing annual faculty evaluations and making recommendations to the Dean concerning budget requests/allocations for increases in salaries for faculty, faculty awards, and hiring of new faculty; reappointment; tenure; promotion; annual reviews of the progress of tenure-track faculty in their efforts to obtain tenure; and post-tenure reviews of tenured faculty members. The chair shall foster the welfare of the entire department faculty and staff and encourage, facilitate, and mentor their work and professional development.
4. **Expectations of the Chair:** In addition to the administrative responsibilities described above, the chair is expected to be involved in teaching and scholarly activity. Department chairs shall have an established evaluation weight of 50% in Category 4, a minimum weight of 25% in Category I, and the remaining percentage distributed among the other two Categories.
5. **Evaluation of the Chair:** Chairs will be evaluated annually by their respective Dean and departmental faculty. The Dean shall prepare an annual evaluation of the chair's teaching, research and creative/scholarly activity; and professional and University service and public outreach (other than departmental administration) using the standard process and forms for faculty evaluations. For evaluating the administrative effectiveness of the chair, the Dean shall solicit formal input from the entire faculty and staff of the department. These evaluations, together with the Dean's evaluation of the chair's performance, will be discussed with the chair after April 15 or after all faculty members in the department have been evaluated.
6. **Selection of Chairs/Directors:**
  - a. Prior to initiating search and nomination procedures for a department chair, the faculty of the department should meet with the Dean of the school to discuss the needs and expectations of the department as they relate to the appointment of a new chair, the role of the chair, and the type of search (i.e., internal, regional, or national) that most likely will assure that an appropriate candidate is recommended and to discuss

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any budgetary considerations related to the search and appointment of a new chair.

- b.** If the Dean does not concur with the department faculty's recommendation, the Dean will meet with the department faculty to discuss reasons for disagreement. The Dean's final recommendation and the faculty's recommendations will be submitted to the Provost/VPAA for approval and must be consistent with the University's Affirmative Action policies.
- c.** For regional and national searches, a search committee will be formed consisting of elected departmental faculty members appointed by the Dean, one or two students reflecting undergraduate majors, and graduate students to the extent appropriate.

## SECTION 3

### APPOINTMENT OF ADMINISTRATIVE OFFICERS

#### 3.1 ADMINISTRATIVE SEARCH COMMITTEES

The selection of the President and other administrators is the responsibility of the Board of Regents, and any process leading to that selection is the prerogative of the particular Board in office at the time the selection process is to be initiated. It is suggested that administrative search committees make nominations and recommendations concerning candidates and that the President, if applicable, and the Board of Regents be guided by them in most instances, but it is understood that the President and the Board of Regents shall not be bound by nor limited to nominations and recommendations of administrative search committees.

Both the letter and spirit of all applicable state and federal laws shall be followed in the recruitment and appointment of administrative personnel.

##### 3.1.1 President of the University

In all instances where a vacancy exists in the Office of the President, the vacancy shall be made known by the use of news media and other means to accomplish a wide circulation of the fact. Any person who wishes to apply for a vacant position will be given an opportunity to do so equal to that of any other applicant, subject to appropriate reasonable deadlines. Procedures utilized to screen and select will not discriminate on the basis of race, color, religion, national origin, gender, disability, political beliefs, or status as a veteran.

The presidential search committees shall have representation by faculty, student(s), and staff. The Board of Regents appoints these members from nominees selected by the University Regular Faculty, and the Student Government Association. Staff nominees will be selected by the senior academic officer of the University~~Staff nominees will be selected by the President.~~ Faculty members shall constitute a majority of search committee members chosen from the faculty, staff, and students.

There shall be twice as many nominees as there are positions. The Board of Regents may designate other members as deemed appropriate.

##### 3.1.2 Other Major Administrative Personnel

The President shall secure appropriate counsel from the Board of Regents before accepting applications or initiating the search process for filling any vacancy in a major administrative position. Major administrative positions shall include Provost VPAA Provost Vice President for Academic Affairs, Vice President, Dean, or equivalent administrator of a major administrative unit. Minimally, the consultation shall include a job description, required qualifications, and salary range. The search, screening, and selection process for major administrative personnel shall include securing appropriate counsel from faculty or students, or both, depending upon the nature of the duties to be performed. The term "appropriate counsel" normally will involve obtaining input from (1) faculty or students, (2) a special or permanent committee of the faculty of the administrative unit involved, and/or (3) duly-elected committees, boards, or councils at the school, departmental, or administrative unit level.

- a. **Vice Presidents:** The committee shall have faculty, student, and staff representation. The President shall appoint these members from nominees selected by the official

faculty and student governance organizations. Staff nominees will be selected by the President in consultation with the Vice Presidents. There shall be twice as many nominees as there are positions. The President may designate other members as deemed appropriate.

- b. Deans:** The search committee for the Deans shall have faculty, student, and staff representation. The President shall appoint these members from nominees selected by the official faculty and student governance organizations. Staff nominees will be selected by the President in consultation with the [VPAA, Provost Vice President for Academic Affairs](#). Upon requesting nominations by faculty members, the President shall designate the number of positions to be filled from (1) the general faculty of the particular school or unit involved and (2) the University faculty at large. There shall be at least one position filled from the University faculty at large from nominations made by the official faculty governance organization. In all cases, there shall be twice as many nominees as there are positions. The President shall make all appointments.

### **3.2 RETENTION OR REAPPOINTMENT OF ADMINISTRATORS**

The continuation of administrators in their positions is a result of demonstrated satisfactory performance. The concept of tenure in an administrative position is not applicable. Each administrator's performance shall be continually evaluated, and administrators serve at the pleasure of the President. Administrators other than the President shall be evaluated by the responsible administrative supervisor in accord with evaluation procedures developed for the University. In instances where the performance of an administrator is determined to be unsatisfactory, the future performance of such an administrator must be carefully monitored by his or her supervisor. Continuing failure to improve by an administrator whose present or past performance is unsatisfactory may result in reassignment to other duties or termination from the administrative position.

Performance of the President will be evaluated only by the Board of Regents.

## SECTION 4

### FACULTY POLICIES

#### APPLICATION OF REVISED STANDARDS

The contents of this Faculty Handbook take effect when approved by the Board of Regents. The Provost/Vice President for Academic Affairs-VPAA shall have discretion in approving any special individual plans for assisting faculty who need time to obtain additional academic credentials necessary to meet any new requirements resulting from approval of this revision. Such individual plans will require completion of specific academic goals according to definite time standards. Rank and tenure achieved under the provisions of any previous edition of this Handbook will be honored.

Several sections of this Handbook refer to academic departments, department chairs, and/or departmentally-conducted procedures. If an academic school has no departments, procedures and activities assigned to departments in the various sections of this Handbook shall be accomplished by the academic school or an appropriate component thereof. In the event that disagreement arises within the school with regard to the appropriateness of the component of a school to which a responsibility is assigned, a recommendation will be developed by the Dean with appropriate faculty counsel and submitted to the Provost/Vice President for Academic Affairs-VPAA for approval. If an academic school has no department chairs or if the position of department chair is vacant, the duties of the chair will be performed by the Dean or the person designated by the Dean and approved by the Provost/Vice President for Academic Affairs-VPAA. The Provost/Vice President for Academic Affairs will officially inform the faculty when a designee has been approved and provide a clear statement based on the Dean's recommendation of the duties of the designee. In such cases, all recommendations and procedures ordinarily initiated at the level of department chair will be initiated at the level of Dean, or the Dean's designee, as appropriate.

#### 4.1 FACULTY MEMBERSHIP AND APPOINTMENTS

It is the policy of the University to recognize and implement the functions assigned to it by the Oklahoma State Regents for Higher Education. These functions are teaching, research and creative/scholarly activity; and professional and University service and; public outreach. The responsibility for carrying out this policy is shared by the Board of Regents, administrative officers, and the regular faculty.

##### 4.1.1 Membership

The faculty is composed of two groups, the Regular Faculty and the Supplemental Faculty. In most cases, these faculty members have an instructional or research relationship to the University, either direct or supervisory. Faculty may be permanent or temporary, full-time or part-time.

Faculty status for categories of persons other than those who teach a course for University credit may be granted in accordance with standard procedures approved by the Provost/Vice President for Academic Affairs-VPAA after consultation with the Faculty Senate. Professional librarians are deemed to have faculty status, as are persons assigned by the United States Army as faculty members in the Department of Military Science. Other positions which shall be considered for faculty designation shall include, but are not limited to, positions in which the primary responsibility is providing educational assistance directly to students for the purpose of enhancing student academic development and positions in which the primary responsibility is basic or applied academic research.

#### 4.1.2 Regular Faculty

The Regular Faculty includes members of the faculty who are full-time employees of the University and who hold the rank of Professor, Associate Professor, Assistant Professor, or Instructor. Regular faculty may hold one of the following appointments: (1) tenured; (2) tenure track; (3) non-tenure track.

1. **Tenured.** A tenured appointment is reserved for those Regular Faculty members who have been granted tenure by the Board of Regents. Tenured faculty members are on continuous appointment and, therefore, are not notified of their appointment status for the following year unless their appointment changes. The procedures for dismissal and suspension of tenured faculty are covered later in this section. Tenured faculty members appointed to administrative positions retain the tenure and rank that they held as Regular Faculty members. An administrator may not acquire tenure by virtue of an appointment to an administrative position unless specifically granted by the Board of Regents, but may attain and hold tenure as a member of the Regular Faculty.
2. **Tenure Track.** Tenure track appointments are for one academic year beginning mid-August and ending mid-May. The appointments are renewable annually at the option of the University. A person on tenure track will be given written notification of non-reappointment by March 1 by the [ProvostVPAA](#).
3. **Non-Tenure Track.** A non-tenure track appointment is one in which the faculty member is appointed to the Regular Faculty but is not eligible to receive tenure. Faculty members below the rank of Assistant Professor have non-tenure track appointments (Instructor is a non-tenure track appointment). Non-tenure track appointments are for one academic year beginning mid-August and ending mid-May. Faculty with this appointment will be given written notification of non-reappointment by March 1 by the [ProvostVPAA](#).

#### 4.1.3 Supplemental Faculty

The Supplemental Faculty consists of:

1. **Adjunct Faculty.** Adjunct faculty members hold part-time appointments that may be by semester or by academic year. The rank of such faculty may be Adjunct Instructor or Lecturer. Adjunct faculty will be limited to teaching no more than nine hours per semester or session.
2. **Temporary.** A temporary faculty member is appointed for a period of one academic year or less. Upon termination of the temporary appointment, the position, if continued may, at the recommendation of the Dean and with the approval of the [ProvostVPAA](#), be reopened and advertised or staffed by the previous serving faculty member with high performance ratings without re-advertising. Any new temporary position will be opened and advertised. Temporary faculty may be appointed at any rank.
3. **Visiting Faculty.** Visiting faculty are employed by the University to teach or perform research for a limited time and are typically on leave of absence from another institution of higher education or professional practice. Visiting faculty may be appointed at any rank.

4. **Volunteer Faculty.** A person who has special talents or expertise and whose time and services are donated may be appointed to the University as volunteer faculty. Volunteer faculty who meet the education qualifications may hold the temporary academic rank of Honorary Instructor, Honorary Assistant Professor, Honorary Associate Professor, or Honorary Professor.
5. **Clinical Supervisors.** Clinical supervisors are members of the Supplemental Faculty but are not employees of the University. They are practitioners who are assigned regular and continuing responsibilities in the clinical setting.

#### 4.1.4 Initial Appointments to the Regular Faculty

Initial appointments to the Regular Faculty are initiated by the [Provost/VCAA](#) and formally made by the Board of Regents. Consideration for appointment by the Board of Regents is given upon recommendation by the President. The terms and conditions of every appointment or reappointment shall be stated in writing and be in possession of both the University and faculty member before the appointment is consummated.

#### 4.1.5 Appointments to the Supplemental Faculty

The President or his/her designee makes appointments to the Supplemental Faculty as required to meet the University's needs. Appointments to the Supplemental Faculty do not require Board of Regents' approval. These appointments are limited to specific duties and specific periods of time. Supplemental Faculty are not entitled to notification of non-reappointment.

#### 4.1.6 Appointments to the Summer [Teaching](#) Faculty

An appointment to the Summer Faculty is limited to the specific summer for which the appointment is made. The President or his/her designee makes appointments for the summer session, and these appointments do not require Board of Regents' approval.

#### 4.1.7 Full- and Part-Time Faculty Appointments

1. **Full-Time Appointments.** Full-time faculty members who teach courses for university credit have instructional and non-instructional duties as assigned by the University. Instructional duties include, but are not limited to, the teaching of assigned classes, evaluating the students in the classes, and meeting with those students who require assistance in their classes. Non-instructional duties include, but are not limited to, conducting research and creative/scholarly activity, recruiting students, retaining students, advising students, serving on committees, sponsoring organizations, continuing certification, and participating in professional organizations. A full-time faculty member should generally carry an instructional load of twelve hours per regular semester. Other full-time faculty include professional librarians who have equivalent non-instructional duties and comparable instructional duties in providing effective librarianship.
2. **Joint Appointments.** Appointments between two or more academic units or colleges or universities are encouraged when they are of mutual benefit. However, they must not total more than 1.0 FTE and must be approved by the appropriate administrative officials of all units involved; one academic unit and college shall have primary



responsibility for promotion and tenure consideration. Faculty cannot receive remuneration from two sources when it will result in an assignment greater than 1.0 FTE.

- 3. Adjunct Appointments.** Adjunct appointments are part-time temporary appointments made for one semester or summer session only and involve instructional duties for certain course sections only. Compensation is determined at the University level. Adjunct faculty will be limited to nine hours per semester or session.

## 4.2 PRINCIPAL ACADEMIC RANKS AND TITLES OF THE UNIVERSITY

### 4.2.1 Academic Rank and Assignment of Rank

The principal academic ranks of the University shall be Professor, Associate Professor, Assistant Professor, and Instructor. (See Appendix B – Criteria for Promotion for length of service and degree requirements.)

The determination of professional training and/or experience necessary to meet the criteria for assignment of rank will be the responsibility of the appropriate academic officer on campus, who will consult with peers or supervisors of those who are being considered for changes in rank.

For appointment to the rank of Instructor an earned master's degree relevant to the teaching field awarded by a regionally accredited or internationally recognized institution is required. A baccalaureate degree is sufficient for faculty teaching only in selected fields in Associate in Applied Science degree programs or teaching only remedial courses.

### 4.2.2 Honorary Titles

Faculty members with distinguished service may receive additional recognition:

- ~~1. **Distinguished Professor.** A University faculty member who has held the rank of Professor for a minimum of ten years may be considered for the rank of Distinguished Professor. This award should be given on the rare occasions when superior performance and contributions to the discipline and University should be recognized.~~

~~The University will provide published criteria for determining whether a candidate has contributed in an exemplary manner in the major faculty responsibilities of teaching or librarianship, research and creative/scholarly activities; and professional and University service and public outreach, and non-teaching or academic duties, if applicable. Departmental personnel committees may nominate candidates who they feel meet those criteria. A portfolio supporting the nomination should be prepared by the candidate. Substantial evidence should be included in the portfolio of exceptional instructional performance, nationally and potentially internationally established recognition of research and creative/scholarly activities, research and creative/scholarly activities; and professional and University service and public outreach, and non-teaching or administrative duties, if applicable. Upon the recommendation of the department personnel committee, the department chair shall review the nomination and recommend or not recommend the candidate to the Dean. If the department chair does not recommend the candidate, he/she will prepare a written explanation for the department personnel committee and the candidate. Upon receipt of the department chair's recommendation, the Dean will review the nomination and forward to the Provost/Vice President for Academic Affairs the approval or~~

~~disapproval of the candidate's nomination. If the Dean does not recommend approval, he/she will inform the department chair and the candidate of the decision in writing. The Provost/Vice President for Academic Affairs will make a recommendation to the President for awarding or not awarding the title after reviewing the committee's recommendation and considering those recommendations with the other evidence presented. If the Provost/Vice President for Academic Affairs does not recommend approval, he/she will inform the Dean, the department chair, and the candidate of the decision in writing.~~

~~The President will review all recommendations and the summary of the evidence and determine if the awarding of the title is appropriate. The President will forward his/her recommendation to the Board of Regents for awarding of the Distinguished Professor title. If the President does not recommend the awarding of the title, the Provost/VPAA, Dean, Department Chair, and candidate will receive a written explanation for the decision.~~

~~Distinguished Professor appointment shall be strictly honorary and without stipend.~~

- 12. Emeritus Appointment.** Upon retirement, ~~T~~he title "emeritus" may be conferred as recognition for long and faithful service or for very distinguished service to the University. Members of the faculty with the rank of ~~Distinguished Professor~~, Professor, Associate Professor, or Assistant Professor, and with ten years of distinguished service at the University shall be eligible for appointment to this rank. Such faculty may be recommended for this rank by the department chair or the Dean. The recommendation is made to the ~~Provost/VPAA~~, who makes his/her recommendation to the President. Emeritus appointments shall be strictly honorary and without stipend. However, this appointment does entitle the emeritus faculty member on the same basis as Regular Faculty members to a faculty parking sticker, a faculty ID card, admission to campus events, library privileges, fitness center privileges, and food service privileges. In addition, emeritus faculty members are allowed to use campus computer and research facilities in the continued pursuit of their scholarship interests.

#### 4.2.3 Other Academic Titles

There are other appropriate titles for academic assignments and related University functions:

- 1. Laboratory Assistant.** This title is assigned to those persons in positions of student supervision in laboratories, internships, externships, clinics, or other such positions. Persons employed with this title must possess specific technical expertise and competence and be recommended by the appropriate department chair. Laboratory Assistants must function under the supervision of a faculty member and are appointed to perform specific functions as detailed in the notice of appointment. Appointment to this position carries no University commitment to reappointment or continuation beyond that specified in the notice of appointment, and these persons are ineligible to vote on matters involving University governance.
- 2. Graduate Teaching Assistant.** This title is assigned to a graduate student who is appointed to teach (a) specific class(es) for a specified academic semester or session. Persons employed with this title must have completed a baccalaureate degree, have been admitted into a Cameron University graduate program with provisional or higher status, be enrolled in six or more graduate-level semester hours during each semester of employment (three

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semester hours for summer session), and possess other qualifications determined by the academic unit offering the position to include substantial appropriate subject matter expertise requisite to the teaching assignment. Before appointment, the academic unit offering the position shall obtain appropriate counsel regarding the student's academic record from the graduate student's advisor. Recommendations for assignment as a Graduate Teaching Assistant shall be approved by the department chair, Dean, and the Provost Vice President for Academic Affairs VPAA.

Graduate Teaching Assistants shall function under the direction of the department chair or a faculty member assigned by the department chair or the Dean to supervise the Graduate Teaching Assistant.

Appointment to the Graduate Teaching Assistant position carries no University commitment to reappointment or continuation beyond that specified in the notice of appointment, and these persons are ineligible to vote on matters involving University governance.

- 3. Graduate Research Assistant.** This title is assigned to a graduate student who is appointed to assist one or more faculty members conducting academic research or other scholarly work. Persons employed with this title must have completed a baccalaureate degree, have been admitted into the School of Graduate Studies with provisional or higher status, be enrolled in six or more graduate-level semester hours during each semester of employment (three semester hours for summer term), and possess other qualifications determined by the academic unit offering the position to include substantial appropriate subject matter expertise requisite to the research.

The Graduate Research Assistant will be supervised by a faculty member designated by the Dean, Provost VPAA, appropriate Vice President, or President.

Appointment to the Graduate Research Assistant position carries no University commitment for reappointment or continuation beyond that specified in the notice of appointment, and these persons are ineligible to vote on matters involving University governance.

### 4.3 TYPES OF FACULTY EVALUATION

- 1. Annual Academic Performance Review**

An annual academic performance review shall be submitted for each full-time regular and supplemental faculty member.

- 2. Reappointment of Regular Non-Tenured Faculty**

During the probationary period, a faculty member will be provided by the chair of the academic department with an annual, written evaluation of performance based on the annual academic performance review.

- 3. Promotion in Rank**

Minimum University standards for promotion are defined in Appendix B. The criteria

for promotion shall be consistent with the faculty member's annual academic performance review developed, approved, and completed since the last appointment or promotion. Minimum departmental standards as described in 4.3.1 must also be met.

**4. Academic Tenure**

The tenure decision shall be based on a thorough evaluation of the candidate's total contributions to the mission of the University. The criteria for tenure shall be consistent with the faculty member's annual academic performance review documents developed, approved, and completed since the most recent appointment or promotion.

**5. Post-Tenure Review**

The criteria for Post-Tenure Review shall be consistent with the faculty member's annual academic performance review documents developed, approved, and completed since the last review. While formal evaluations of tenured faculty are required at least each fifth year, following the last promotion review, formal evaluations may occur more frequently at the request of either the faculty member or the department chair.

**4.3.1 Faculty Evaluation Standards**

**1. Departmental Standards**

Given the variety of disciplines, University standards for tenure and promotion are considered to be minimum standards. Each academic department, working within the framework of the University standards, must identify the departmental objectives, faculty activities, and performance standards appropriate to meet those objectives. Department standards shall include evaluation criteria for:

1. Annual Evaluation
2. Promotion
3. Academic Tenure

Departmental standards will be developed by the department's Regular Faculty in cooperation with the department chair. Upon the recommendation of the department chair, the standards will be submitted to the Dean for review and approval. The Dean will submit the approved standards to the ~~Provost~~Vice President for Academic Affairs-VPAA for approval.

Department standards shall be written and made available to each faculty member of the department.

**2. University Standards**

**a. Effective Classroom Teaching/Librarianship**

Instructional assignments are based upon the expertise of the faculty member and the needs of the academic department. The assignments are made by the department

chair in cooperation with the faculty member.

Effective classroom teaching is demonstrated through mastery of a current knowledge base in subject matter taught at an appropriate student level. Such teaching stimulates achievement and practical personal applications by students. A regular review of current literature, research, and strategies for classroom application is necessary for effective teaching. An effective teacher evidences mastery in the classroom by thoroughly integrating skills, knowledge, sensitivity, and perception with the presentation of subject matter.

Effective classroom teaching is characterized by (1) subject matter mastery, (2) curriculum development, (3) course design, (4) delivery of instruction, (5) assessment of instruction and revision as necessary, (6) availability to students, and (7) fulfillment of instructional administrative responsibilities. Some examples of instructional administrative responsibilities are grading papers and recording grades

Means of documenting teaching effectiveness shall include but are not limited to student evaluation of instruction; peer, department chair and/or Dean evaluations; and evidence of student performance, as defined by the department.

Effective librarianship is characterized by (1) subject matter mastery, (2) delivery of reference services, (3) delivery of instruction, both group and individual, (4) collection development activities, (5) securing of materials not owned by Cameron library and needed by Cameron faculty, staff or students, (6) supervision of library staff members, (7) assessment of library services, (8) modification of library services as necessary, and (9) planning for future library needs.

**b. Research and Creative/Scholarly Activity**

Individual faculty research and creative/scholarly activities are defined by the professional interests of the faculty member. While the scope and nature of faculty research and creative/scholarly activity will vary among departments, University faculty shall be involved in scholarly activities, individually or collaboratively, which advance the state of knowledge or performance levels of their respective fields. Both the pursuit of new knowledge or techniques and the application of knowledge in creative ways are valued.

Research and creative/scholarly activity is demonstrated by the active involvement of a faculty member in the pursuit of knowledge and/or the application of knowledge in his/her academic field or discipline. While the scope and nature of faculty research and creative/scholarly activity will vary among departments, University faculty shall be involved in research and creative/scholarly activities, individually and/or collaboratively, which advance the knowledge base and performance levels of their respective fields. Both the pursuit of knowledge or techniques and the application of knowledge or techniques in creative ways are valued. Both the quality and quantity of productivity are considered in assessing the contributions and performances.

Examples of research and creative/scholarly activity are pedagogical research; development of marketable instructional materials or creative artistic works evaluated by juries or panels; participation in professional presentations or performances; publication of articles in refereed or editor-evaluated publications; demonstration of successful grantsmanship; selected unpublished research, books, monographs, inventions, and patented or copyrighted products.

**c. Professional and University Service and Public Outreach**

Service occurs when a faculty member applies professional expertise beyond the classroom and research and creative/scholarly activity to advance the University and profession. This service should be correlated with the educational needs of the student body and the objectives of the University.

Professional service includes involvement in various professional organizations in a manner that accrues favorable notice to the individual and the University. Evidence of such service may consist of, but is not limited to, memberships in professional organizations appropriate to a faculty member's teaching field or area of responsibility; attendance at meetings; holding of offices; and serving on committees at local, state, regional, and national levels of said professional organizations.

University service activities may consist of, but are not limited to, academic advisement of students, sponsorship of student organizations, membership on ad hoc and standing committees, consultation to other areas of the University, participation in University or program self-study activities, and special assignments or responsible participation in activities which advance the academic programs of the University.

**Student Advisement**

Academic advisement is a very important service responsibility for faculty. Advisors are expected to assist students with enrollment, to counsel them about career options, to provide them information about deadlines and checkpoints, and to monitor their progress through programs. The department chair selects faculty to serve as advisors. A recommended maximum advisement load is approximately forty students.

**Committees and Advisory Service**

University service activities include sponsorship of student organizations, membership on ad-hoc and standing committees, consultation to other areas of the University, and participation in activities that advance the academic programs of the University.

**Professional Activities**

Membership in selected professional organizations appropriate to a faculty member's assignment is a basic responsibility. Involvement in professional organizations at local, state, regional, and nationwide levels consists of attending meetings, holding offices, and serving on committees.

**Public Outreach**

Service at large occurs when a faculty member contributes professional expertise pro bono to the activities of governmental, public schools, or other public and service agencies. The contribution may be in, but is not limited to, the following roles: consultant, program participant, member of a board or task force, or advisor.

**d. Performance of Non-Teaching or Administrative Duties**

Non-teaching or administrative duties include, but are not limited to, student advisement in the Academic Advising Center; departmental management; public relations; classroom, studio, office, or other physical facility management; personnel management; equipment and supplies management; fiscal management; and time management.

These assignments are based upon the needs of the department, the school, and the University. Such assignments will be developed cooperatively between the faculty member and department chair or appropriate administrative officer.

**4.3.2 Annual Academic Performance Review**

Effective teaching or librarianship; scholarly research and creative/scholarly activity; and professional and University service and public outreach; and performance of non-teaching or administrative duties are the professional responsibilities at the University. While this is primarily a teaching University, it is a basic principle of higher education that scholarly activity informs effective teaching.

At the same time, the University faculty contributes richness to the culture of the community at large through their unique skills and talents. Evaluation of faculty performance includes these four areas and provides a critical process for continuous improvement of the University and faculty.

- a. The Annual Academic Performance Review is designed to promote and improve faculty development and performance.
- b. The Annual Academic Performance Review should provide important information for promotion, tenure, and post-tenure review decisions as well as merit salary increases.
- c. The Annual Academic Performance Review covers a year of performance except in certain instances; i.e., new faculty, faculty on leave.
- d. The Annual Academic Performance Review should utilize several sources of data, and these sources shall be clearly communicated by the department.
- e. The Annual Academic Performance Review should be individualized and flexible, and take into consideration the University's nature, directions, and priorities, the administrative unit's needs, and the individual's interests consistent with Faculty Evaluation Standards (4.3.1) including University Standards and annually reviewed and approved Departmental Standards.
- f. The Annual Academic Performance Review should include only activities, contributions, and involvements directly related to the University or to the faculty member's educational field.

**4.3.3 Annual Academic Performance Review Documents**

**1. Annual Plan**

The Annual Plan, composed at the beginning of the evaluation review cycle, will identify areas for continued growth and the development of the faculty member in relation to the goals and mission of the department and the University.

**2. Annual Appraisal Report**

The Annual Appraisal Report shall be based on the Annual Plan maintained in the academic department. The Appraisal Report is an overview of performance covering the current evaluation cycle. It is comprised of a brief statement describing the accomplishments for each exemplar listed in the Annual Plan and a rating assigned to each criterion. An overall rating combining all categories along with a summary paragraph is also submitted. Completion of the Annual Appraisal Report is based upon a conference of the department chair and the individual faculty member during which the overall self rating by the faculty member and the chair's rating of the faculty's member's overall performance are finalized.

The written format of both the Annual Plan and the Annual Appraisal Report shall be determined by the faculty of each department. Any form those documents take shall be consistent with the Annual Academic Performance Review Faculty Evaluations Standards (Section 4.3.1), the minimum weights of each performance category (Section 4.3.4), and the Annual Academic Performance Review Rating Scale (Section 4.3.5).

Appendix C provides an optional form that departments may adopt in lieu of developing their own as part of the Annual Plan and Annual Appraisal Report documents.

**4.3.4 Annual Academic Performance Review Categories and Minimum Weights**

The Annual Academic Performance Review is based on four categories of faculty responsibilities. Each category has a weighted minimum percentage set by the University according to faculty duties.

In the Annual Plan, each regular faculty member in negotiation with the department chair establishes individualized percentages for every appropriate category, to total 100%. Emphases in each category should reflect the faculty member's interests and goals, as well as those of the department and the University.

In a situation where a faculty member's assignment is significantly modified during the academic year, the weighting of performance categories may be renegotiated to reflect the modified assignments.

University minimum weights of each category for tenured and tenure track faculty are as follows:

Category 1	Teaching	50%
Category 2	Research and/or Creative/Scholarly Activity	10%
Category 3	Professional and University Service and Public Outreach	10%
Category 4	Performance of Non-teaching or Administrative Duties	0%

All faculty members are rated on negotiated criteria in Categories 1, 2, and 3, based on established limits. Those duties or assignments that result in a reduced teaching load will also be considered in Category 4.



Faculty members with non-tenure track appointments will be evaluated in Category 1 and at least one other category as determined in negotiations with the department chair. When only two categories are evaluated, the maximum percentage allowed in Category 1 is 90%.

Department chairs shall have an established weight of 50% in Category 4, a minimum weight of 25% in Category 1, and the remaining percentage to total 100%, from at least one additional category as determined in negotiation with the Dean.

#### **4.3.5 Annual Academic Performance Review Categories and Rating Scale**

The department chair assumes that the faculty member is functioning at a level of “satisfactory” unless there is evidence to the contrary. For a rating lower than satisfactory, the chair has the responsibility of presenting evidence; for a rating higher than satisfactory, the faculty member has the responsibility of presenting evidence. An overall performance rating of the categories is determined by the relationship among the weighted percentages and the composite ratings from each category.

##### **Category 1: Effective Classroom Teaching or Librarianship**

All regular faculty members shall be rated in Category 1. All seven goals, defined in section 4.3.1.2.a, shall be addressed in the faculty member’s Annual Plan. In the Annual Appraisal Report, each goal will be rated independently by the faculty member and department chair according to University and departmental standards. Ratings for each goal shall be combined to produce an overall self rating in the category. The overall rating must be substantiated by multiple sources of evidence. For example, results from student evaluations, peer-evaluations, evidence of student proficiency, and other relevant sources of evidence should be cited to support the overall rating.

Category 1 should be evaluated primarily within the university. Thus, qualitative and quantitative departmental and university standards should be used in determining ratings. While some statewide recognition or recognition beyond the state is possible in this category, such recognition is not expected or necessary to achieve very good (4) or outstanding (5) ratings.

##### **Category 2: Research and / or Creative/Scholarly Activity**

All tenured and tenure track faculty shall be evaluated in Category 2. The applicability of this category for regular non-tenure track faculty members will be determined by the department chair in negotiation with the faculty member. All goals to be evaluated shall be listed in the faculty member’s Annual Plan. In the Annual Appraisal Report each goal will be rated independently by the faculty member and department chair according to University and departmental standards. Ratings for each goal shall be combined to produce an overall self rating in the category. Evidence appropriate for each goal listed on the Annual Plan should be cited.

Statewide recognition is required in Category 2 for a rating of very good (4). Recognition beyond the state is required for an outstanding rating (5).

##### **Category 3: Professional and University Service and Public Outreach**

All tenured and tenure track faculty shall be evaluated in Category 3. The applicability of this category for regular non-tenure track faculty members will be determined by the department

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chair in negotiation with the faculty member. All goals to be evaluated shall be listed in the faculty member's Annual Plan. In the Annual Report, each goal will be rated independently by the faculty member and department chair according to University and departmental standards. Ratings for each goal shall be combined to produce an overall self rating in the category. Evidence appropriate for each goal listed on the Annual Plan should be cited.

Category 3 should be evaluated primarily within the University. Thus, qualitative and quantitative departmental and university standards should be used in determining ratings. While some statewide recognition or recognition beyond the state is possible in this category, such recognition is not expected or necessary to achieve very good (4) or outstanding (5) ratings. However, the Professional Service component of Category 3 offers more opportunities for statewide recognition or recognition beyond the state and should be rated accordingly.

The ratings on the evaluation scale are as follows:

- 5 OUTSTANDING:** Performance is among the best of colleagues in similar appointments in similar institutions in the respective field nationwide. On applicable criteria, faculty member has recognition beyond the state.
- 4 VERY GOOD:** Performance is among the best of colleagues in similar appointments in similar institutions in the respective field statewide. On applicable criteria, faculty member has statewide recognition.
- 3 SATISFACTORY:** Performance is productive, effective, and consistent with the achievement of the emphases, objectives, and interests of the University, the department, and/or the individual.
- 2 MARGINAL:** Performance is less than adequate for achieving the emphases, objectives, and interests of the University, the department, and/or the individual.
- 1 UNSATISFACTORY:** Performance fails to contribute to the achievement of the emphases, objectives, and interests of the University, the department, and/or the individual.

### 4.3.6 Annual Academic Performance Review Procedures and Timeline: For Regular Faculty

1. **By September 1**, the faculty member and the department chair meet and discuss Annual Plan for the current year and the Annual Performance Review from the previous year.
2. **By September 15**, the faculty member shall revise and update the Annual Plan for the current year to include any activities completed since the last evaluation and any continuing projects. The faculty forwards the revised plan to the department chair. The department chair shall send the previous year's Annual Academic Performance Review, a draft of the current year's Annual Plan, and other documentation (if

applicable) to the Dean.

3. **By October 15**, having received written input from the Dean, the faculty member and the department chair shall meet to revise and complete the current year's Annual Plan.
4. **By March 1**, the faculty member shall submit to the department chair a self-evaluation of the previous year's accomplishments and a self-rating of each criterion, in addition to an overall self-rating of performance.
  - a. The faculty member shall complete the Annual Appraisal Report.
  - b. Before the March conference with the department chair, the faculty member shall conduct a self-evaluation of the year's accomplishments and succinctly describe progress for each goal listed in the Annual Plan. A brief statement indicating whether the goal was fully accomplished, partially accomplished, or not addressed is appropriate.
  - c. As the faculty member formulates an overall self-rating in Category 1, he/she shall rate each of the seven required criteria/goals listed in 4.3.2.1.a, Effective Classroom teaching or Librarianship. Ratings for each criterion/goal shall be combined to give an overall self rating. The overall rating must be substantiated by multiple sources of evidence. For example, results from student evaluations, peer-evaluations, evidence of student proficiency, and other relevant sources of evidence should be cited to support the overall rating.
  - d. In Category 2, research and / or creative/scholarly activity, evidence appropriate for each goal listed on the Annual Plan should be cited. Overall ratings should reflect both University and departmental evaluation criteria.
  - e. In Category 3, professional and University service and public outreach, evidence appropriate for each goal listed on the Annual Plan should be cited. Overall ratings should reflect both University and departmental evaluation criteria.
  - f. The faculty member shall write a summary paragraph that combines each applicable category to give an overall cumulative rating for performance. Numerical ratings for each goal and overall ratings for each applicable evaluation category, as well as the cumulative overall rating shall be indicated within, or as an attachment to the report.
  - g. When the self-evaluation is complete, the faculty member shall forward all Annual Academic Performance Review documents to the department chair.
5. **By March 15**, the department chair shall schedule a conference with the faculty member to discuss the chair's appraisal of the faculty member's performance for that evaluation cycle. Before the conference, the department chair shall review the faculty member's Annual Academic Performance Review Documents including the Annual Plan, and Annual Appraisal Report, along with any supporting materials. The chair shall make his/her own evaluation of the faculty member and mark the rating on the Annual Appraisal Report document. During the conference, the chair shall present the completed Appraisal to the faculty member. The document is signed by both the department chair and the individual faculty member. The faculty member's signature denotes that the evaluation has been conducted according to approved procedures. It

does not necessarily mean agreement with the ratings. The chair shall also send a copy of the completed Appraisal completed by the faculty member and chair along with the Annual Plan and other documentation (if any) to the Dean. If the faculty member disagrees with the chair's appraisal, he/she shall have ten working days to forward a rebuttal to the Dean.

6. **By April 15**, the Dean shall write brief comments about the completed Annual Academic Performance Review, returning a copy to the department chair and to the faculty member.

#### **4.3.7 Non-Reappointment**

The Board of Regents delegates to the President the authority to reappoint or not to reappoint non-tenured faculty members. The Provost/VPAA will notify the faculty member not later than March 1 prior to termination of the current appointment. Notification of non-reappointment will be made by certified mail with return receipt requested. Decision not to reappoint may be without specific cause. Reappointment or non-reappointment by the University is subject to approval by the Board of Regents.

### **4.4 PROMOTION IN RANK**

- a. The interests of the University will best be served through a spirit of cooperation and a sense of mutual confidence among the faculty, the department chairs, the academic deans, the Provost/VPAA, and the President. The procedure for recommending promotion in rank is designed to systematize as well as to encourage such cooperation and mutual confidence.
- b. The University continually seeks to build and improve its academic stature. A major mechanism for strengthening the University academically is a sound and consistent promotion policy that demands and rewards faculty academic development.
- c. Academic rank or promotion in academic rank is granted by the Board of Regents upon recommendation of the President. Determination of merit and recommendation for granting promotion in rank shall be in accordance with departmental standards, the promotion policies and procedures of the University, and the professional judgment of the individuals involved in the evaluation process.
- d. Faculty must meet the standards regarding academic credentials, length of service, and Category 1, Effective Classroom Teaching or Librarianship, to be eligible for promotion. Evaluation of the faculty member's performance in the other categories shall be based upon individualized criteria negotiated in the faculty member's Annual Plans approved by the department chair and the Dean. (See Appendix B.)

#### **4.4.1 Promotion Procedures and Timeline**

The following steps outline the procedures in the promotion process. A Portfolio Transmittal Form to certify the receipt dates and transmittal dates at each step of the promotion process must accompany the request.

It is the responsibility of the individual faculty member to monitor the flow of materials through the process. At each stage of the promotion process, previous recommendations and any rebuttals should be forwarded with other documents. At any step in the process, the faculty member may withdraw a request for promotion in rank.

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**Step 1 – By October 15**, the faculty member files a written request with the department chair. It is the responsibility of the individual faculty member to initiate the request for a promotion in rank and to prepare the portfolio of materials. The request must be accompanied by a portfolio exhibiting documentation of effective teaching or librarianship, research and creative/scholarly activity; and professional and University service and public outreach; and performance of non-teaching or administrative duties, if appropriate. The portfolio must include the annual evaluation documents. The department chair will advise the faculty member in preparation of this request.

**Step 2 – By November 1**, a Personnel Committee shall be formed. The department chair shall call a meeting of the Personnel Committee to initiate discussion of the request and submit the portfolio of materials to the Committee.

The Personnel Committee shall be composed of five tenured faculty members of the department of equivalent or higher rank to the rank sought by the faculty member undergoing review unless another arrangement has been approved in writing by the Dean and the [Provost/VPAA](#). In the case that a department has more than five eligible tenured members of equivalent or higher rank, members of the Personnel Committee will be selected by the Dean in consultation with the faculty member and the eligible tenured members of the department of equivalent or higher rank. In the case that a department has fewer than five tenured members of equivalent or higher rank, additional members will be selected by the Dean in consultation with the faculty member and the eligible tenured members of the department of equivalent or higher rank. In the case of a joint appointment, the second department will be given an opportunity to provide input. In other exceptional cases, as determined by the [Provost/VPAA](#), a senior faculty member outside the department but within the School shall be added to the Personnel Committee, such member being chosen by the faculty member under review from a list of three candidates selected by the [Provost/VPAA](#).

**Step 3 – By November 15**, after each member of the Personnel Committee critiques the portfolio and each performance criterion, the faculty member's performance shall be reviewed, discussed, and evaluated by the Personnel Committee. In the course of the review the faculty member shall have the opportunity to meet with the Personnel Committee. After completion of the review, the Personnel Committee shall then send the portfolio and the Committee's written decision to recommend or not recommend promotion to the department chair.

**Step 4 – By December 1**, the department chair reviews the portfolio, evaluates each performance criterion, and considers the recommendation of the department personnel committee to decide to recommend approval or disapproval of the request. In either instance, the department chair notifies the faculty member of the action, providing reasons in writing for the decision, and forwards the request with an evaluation and a statement recommending approval or disapproval to the Dean. If the chair recommends disapproval of the request, the faculty member shall have ten working days to forward to the Dean a rebuttal of the chair's recommendation.

**Step 5 – By January 15**, the Dean reviews the portfolio, evaluates each performance criterion, and decides to recommend approval or disapproval of the request. In either instance, the Dean notifies the department chair and the faculty member of the action, providing reasons in writing for the decision, and forwards the request with an evaluation and a statement recommending approval or disapproval to the [Provost/VPAA](#). If the Dean recommends disapproval of the request, the faculty member will have ten working days to forward to the [Provost/VPAA](#) a rebuttal of the Dean's recommendation.

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**Step 6 – By February 15**, the ProvostVPAA reviews the portfolio, evaluates each performance criterion, and decides to recommend approval or disapproval of the request. The ProvostVPAA will then forward a recommendation concerning the request and all documentation to the President. The ProvostVice President for Academic Affairs will also provide reasons in writing for the decision to the Dean, the department chair, the Personnel Committee, and the faculty member.

**Step 7 – By March 15**, upon receiving all recommendations from the ProvostVPAA, the President decides either to approve or disapprove the request. If approved, the recommendation is forwarded to the Board of Regents, normally at the May meeting. The President informs the ProvostVPAA of the decision. In turn, the ProvostVPAA notifies the Dean, the department chair, the personnel committee, and the faculty member in writing. A decision by the President to disapprove a request for promotion should be accompanied by reasons in writing.

### 4.5 ACADEMIC TENURE

- a. Tenure is ~~a privilege and~~ a distinctive honor. Tenure is defined as continuous reappointment which may be granted to a faculty member in a tenure-track position, subject to the terms and conditions of appointment.
- b. The tenure decision shall be based on a thorough evaluation of the candidate's total contribution to the mission of the University. While specific responsibilities of faculty members may vary because of special assignments or because of the particular mission of an academic unit, all evaluations for tenure shall address at a minimum whether each candidate has achieved excellence in the following areas: 1) teaching; 2) research and creative/scholarly activity; 3) and professional and University service and public outreach; and 4) performance of non-teaching or administrative duties, if appropriate. The academic department may formulate standards for this review and determine the appropriate weight to be accorded each criterion consistent with the mission of the academic unit.
- c. Tenure is granted by the Board of Regents upon recommendation of the President. Determination of merit and recommendation for granting tenure shall comport with the criteria and policies and procedures contained in this section.
- d. Tenure shall be granted only by written notification after approval by the Board of Regents. Only full-time faculty members holding the academic rank of Assistant Professor, Associate Professor, or Professor may be granted tenure.

#### 4.5.1 Concepts Regarding Tenure

1. The interests of the University will best be served through a spirit of cooperation and a sense of mutual confidence among the faculty, the departments, the academic Deans, the ProvostVice President for Academic Affairs VPAA, and the President. The procedure for recommending tenure is designed to systematize as well as to encourage such cooperation and mutual confidence.
2. A maximum of sixty-five percent of the full-time faculty at the University may hold tenure at any one time. In the event the sixty-five percent limit is reached, there will be no additions to the tenured faculty at the University. However, the

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tenure process on campus will continue. Faculty members recommended for tenure will be placed in a priority-hold status by year, pending vacancies. As tenured positions become available, faculty members will be removed from tenure-hold according to the following criteria in decreasing order of importance: longest time on tenure-hold, longest service to the University, highest rank, and longest tenure-eligible service.

3. The University acknowledges the following AAUP statement on tenure: “The heightened protection of the tenured faculty is not a privilege, but a responsibility earned by the demonstration of professional competence in an extended probationary period leading to a tenured position with its ‘rebuttable presumption of professional excellence’.” *“Post-tenure Review: an AAUP Response”*
4. Under exceptional circumstances, a new faculty member may be recommended for tenure by a department chair, an academic Dean, the ~~Provost~~VPAA, or the President without going through the normal process.
5. In the event that one of the deadlines in the tenure process falls on a weekend or holiday, the deadline becomes the next working date at the University.
6. After the tenure process is completed, the following action should be taken:
  - a) The results of all balloting and recommendations from the Dean, department chair, and ~~Provost~~VPAA will be placed in the personnel file of the candidate.
  - b) The portfolio and a copy of all recommendations will be returned to the candidate.
7. Once the tenure process had been initiated, it must be completed.
8. [Once an application for tenure has been denied a faculty member may not apply for tenure again.](#)
9. Any exception to the policy on tenure is subject to approval of the President and the Board of Regents.

### 4.5.2 Periods of Appointment and Tenure

Faculty members holding the academic rank of Assistant Professor, Associate Professor, or Professor may receive tenure at any time. A probationary period will be defined for each faculty member at the time of initial appointment consistent with Section 4.5.4. Six years shall be the maximum probationary period for the eligible faculty member to attain tenure.

If, at the end of six years any faculty member has not attained tenure, the faculty member may be retained on the faculty until the end of the academic year following that in which there was notification of the denial, unless there are reasons (under Section 4.5.6) to the contrary. For

the purpose of determining probationary employment of faculty members for tenure consideration, sabbatical leave counts as a part of the period of probationary employment, and a leave of absence is not included as part of the probationary period.

#### **4.5.3 Procedure and Timeline for Requesting Tenure**

The normal procedure for granting tenure is initiated by the faculty member during the fifth or sixth year of service to the University in a tenure track position. The following steps outline the normal process:

A Portfolio Transmittal Form to certify the receipt dates and transmittal dates at each step of the tenure process must accompany the request and is available in the University Forms folder on the intranet. It is the responsibility of the faculty member to monitor the flow of materials through the process. At each stage of the tenure process, previous recommendations and any rebuttals should be forwarded with other documents.

##### **Step 1 – By October 15:**

The faculty member files a written request for tenure with the department chair. It is the responsibility of the individual faculty member to initiate the request for tenure and to prepare the portfolio of materials. The request must be accompanied by a portfolio exhibiting documentation of excellence in teaching or librarianship, in research and creative/scholarly activity; and professional and University service and public outreach, and in performance of non-teaching or administrative duties, if appropriate. The portfolio must also include the Annual Academic Performance Review documents.

##### **Step 2 – By November 1:**

A Tenure Committee shall be formed. If there are at least five (5) tenured faculty members within the department, all serve as the Tenure Committee. In the event that the number of tenured faculty members in the department is fewer than five, the Dean, in consultation with the faculty member and the tenured faculty members of the department, shall select additional members to form a group of at least five tenured faculty members that will serve as the Tenure Committee.

##### **Step 3 – By November 15:**

The Department Chair shall call a meeting of the Tenure Committee to initiate discussion of the request. After each member of the Tenure Committee critiques the portfolio and each performance criterion, the faculty member's performance shall be reviewed, discussed, and evaluated by the Tenure Committee. This review shall be conducted in a manner that allows for input from non-tenured colleagues, students, and alumni, as well as administrative information from the department chair. The department chair however is not allowed to participate in Committee deliberations. In the course of the review, the faculty member shall have the opportunity to meet with the Tenure Committee. After completion of the review, a poll by secret ballot of the Tenure Committee will be taken to determine whether a recommendation for the granting of tenure will be made. A simple majority rule shall prevail. The Tenure Committee shall then send the portfolio, the Committee's vote, and the recommendation to grant or to deny to the department chair. The Committee's recommendation should be signed by all members of the committee denoting the process was conducted according to procedures. All ballots are to be retained by the chair of the



Tenure Committee until a final decision is reached concerning the request.

**Step 4 – By December 1:**

The department chair shall review the Tenure Committee's vote, critique the portfolio, evaluate each performance criterion, and decide whether to recommend the granting of tenure. The department chair will then forward a recommendation concerning the request and all documentation to the Dean. The department chair will also provide in writing a statement of his/her action to the Tenure Committee and the faculty member. If the chair recommends disapproval of the request, the faculty member will have ten working days to forward to the Dean a rebuttal of the chair's recommendation.

**Step 5 – By January 1:**

The Dean shall review the department chair's recommendation, and the Tenure Committee's vote, critique the portfolio, evaluate each performance criterion, and decide whether to recommend the granting of tenure. The Dean will then forward a recommendation concerning the request and all documentation to the ~~Provost~~VPAA. The Dean will also provide a written statement of his/her action to the department chair, the Tenure Committee, and the faculty member. If the Dean recommends disapproval of the request, the faculty member will have ten working days to forward to the ~~Provost~~Vice President for Academic Affairs ~~VPAA~~VPAA a rebuttal of the ~~Dean's recommendation~~Dean's recommendation.

**Step 6 – By February 1:**

The ~~Provost~~VPAA shall review the Dean's recommendation, the chair's recommendation, and the Tenure Committee's vote and recommendation, and decide whether to recommend or not recommend the granting of tenure. The ~~Provost~~VPAA recommends granting or denying tenure and notifies the President and the faculty member in writing. The ~~Provost~~VPAA will also provide a written statement of his/ her action to the Dean, the department chair, and the Tenure Committee.

**Step 7 – By March 1:**

Upon receiving a recommendation from the ~~Provost~~VPAA, the President decides to approve or disapprove the request for tenure.

If the President approves the request for tenure, she/he shall recommend the granting of tenure to the Board of Regents, normally at the May meeting. The President then reports the action of the Board of Regents to the ~~Provost~~VPAA, the Dean, the department chair, and the faculty member.

If the President disapproves the request for tenure, she/he shall notify the ~~Provost~~VPAA, the department chair, the Tenure Committee, and the faculty member. A decision by the President to disapprove a request for tenure shall be accompanied by reasons in writing.

Since only the Board of Regents may grant tenure based upon a recommendation by the President, de facto tenure is not recognized by the University.

**4.5.4 PROBATIONARY PERIODS FOR TENURE TRACK FACULTY**

**1. Notification of Employment**

The Employment Letter furnished to a candidate for appointment to the faculty shall specify, in addition to the rank and salary, the length of the probationary period for the appointment and any special conditions pertaining to the appointment. All such conditions must be set forth in writing by the ProvostVPAA and approved by the President whenever any faculty appointment is offered.

**2. Commencement Date of Probationary Period**

The probationary period for a faculty member whose effective date of appointment is later than the start of the academic year but no later than the first day of the second semester will be considered as dating from the beginning of the first semester, provided that the department or division in question records in writing its prior agreement to such an arrangement. If the effective date of appointment is later than the first day of the second semester, the probationary period shall begin with the first semester of the next academic year. (The beginning of academic year appointments is August 15, and the beginning of the second semester is January 1.)

**3. Term of Probationary Period for Professors**

A new faculty member appointed at the rank of Professor may be given tenure from the date of appointment, or a probationary period may be set. Persons with three or more years of prior service may have a probationary period of no more than three years. The probationary period's length shall be set at the time of offer by the tenured members of the appointee's academic department, subject to agreement by the Dean, the ProvostVPAA, and the President. If a majority of the department's tenured faculty members do not favor tenure upon appointment, the determination of tenure shall be made in the regular fashion, as specified in Section 4.5.2.

**4. Term of Probationary Period for Assistant and Associate Professors**

For a faculty member who is eligible for tenure and whose initial appointment is at the rank of Assistant Professor or Associate Professor, the probationary period shall be no more than six academic years or 12 regular semesters, except in cases noted below in Section 4.5.4.5, and will be established in the formal offer of employment letter from the Vice President for Academic Affairs-VPAA to a faculty applicant. Included in the probationary period may be prior full-time service (up to a maximum of three years) in professorial ranks at other institutions of higher education, or prior regular full-time service (up to a maximum of three years) that the appointee may have performed in the past at the University in the rank of Instructor or above subject to approval by the President after consideration of the recommendations of the appropriate department chair and Dean. Prior full-time service as Instructor or in a comparable non-professorial rank at other institutions of higher education and prior full-time service on temporary appointments at the University may also be included as part of the probationary period if this arrangement is agreed upon in writing at the time of the first regular appointment. The parties to such an agreement are the appointee, the academic department chair, the Dean, and the ProvostVPAA.

**5. Probationary Period Adjustment**

In certain unusual cases, tenure may be awarded to faculty members of extraordinarily high merit prior to the end of the sixth probationary year. Any academic department's recommendation to award tenure before the end of the usual probationary period should be accompanied by an accounting of compelling reasons for this action. (Early

~~tenure is not to be an expected reward for outstanding performance. There must be other "compelling reasons" for any exception to the normal probationary period, and any department considering such a recommendation should confer with the Dean prior to proceeding with the tenure consideration. Early tenure cannot be initiated without prior written approval of the Provost/VPAA and the President.) If the University's decision at that time is not to confer tenure, however, the faculty member in question may, subject to continuation or renewal of contract, continue to serve in the probationary period and be considered for tenure again without prejudice.~~

**6. Converting from Part-Time to Full-Time Service**

Whenever an untenured part-time faculty member converts from part-time to full-time service, with the rank of Assistant Professor or above, specific written understanding must be approved by the Provost/VPAA as to if and how the period of part-time service will be counted toward satisfying the probationary period for tenure.

**7. Family Medical Leave During Probationary Period**

If a tenure-track faculty member takes Family Medical Leave, the probationary period prior to a tenure decision may be extended for one year at the written request of the faculty member with approval of the President after consideration of the recommendations of the appropriate department chair, Dean, and Provost/VPAA.

**8. Annual Performance Evaluation During Probationary Period**

During the probationary period, a faculty member will be provided by the chair of the academic department with an annual, written evaluation of performance. Such annual evaluation shall be provided prior to the applicable notification deadline for reappointment, with a copy sent to the Dean and the Provost/VPAA (See Section 4.3).

**9. Starting Date for Tenured Appointments**

Faculty members accorded tenure normally will commence their tenured appointments in the academic year immediately following the Board of Regents' action.

**4.5.5 Notification of Denial of Tenure**

A faculty member at any rank who is denied tenure may be retained on the faculty until the end of the academic year following that in which there was notification of the denial, unless there are reasons (under Section 4.5.6) to the contrary.

**4.5.6 Causes for Dismissal or Suspension of Tenured Faculty**

The University strives to exercise great care in selecting its faculty appointees and to confer tenure upon only those faculty members who have demonstrated their merit for tenured appointment. For that reason, severe sanctions such as a dismissal proceeding involving a tenured faculty member (abrogation of tenure) or of a regular faculty member during a non-tenure track or tenure-track appointment should be an exceptional event. It is also recognized, however, that a few faculty members may, from time to time, engage in improper conduct which require severe sanctions short of dismissal. Such sanctions may include but are not limited to loss of prospective privileges for a stated period; restitution; a fine; a reduction in salary; or suspension from service for a stated period, without other prejudice. As in the case of dismissal, the imposition of severe sanctions short of dismissal should be viewed as a

## **EXHIBIT S**

serious and infrequent step usually undertaken only after administrative remedies and minor sanctions have failed.

While extreme action will be required infrequently, the University must be prepared for such an eventuality, so that both the integrity of the University and the rights of the faculty member may be preserved. Toward this end, the faculty must be willing to recommend severe sanctions upon or dismissal of a colleague when necessary. By the same token, the President and the Board of Regents shall give all reasonable consideration to faculty recommendations.

Only the Board of Regents has the power to impose severe sanctions. The Regents shall exercise this power only in cases where it determines that there exists sufficient cause for such action.

A faculty member against whom the imposition of a severe sanction is to be brought or whose dismissal is to be requested must have given such cause for the action as relates directly and substantially to his/her professional capabilities or performance. It is not possible to specify all proper grounds for these drastic measures. Proper reasons for dismissal of a regular faculty member who has tenure or whose tenure-track appointment has not expired include, but are not necessarily limited to, the following:

- a) Professional incompetence or dishonesty, including but not limited to, academic dishonesty, or misuse of University property or resources;
- b) Substantial, manifest, or repeated failure to fulfill professional duties or responsibilities;
- c) Personal behavior preventing the faculty member from satisfactory fulfillment of professional duties or responsibilities, including but not limited to, deliberate and grave violations of the rights and freedoms of fellow faculty members, administrators, or students.
- d) Serious violations of law which are admitted or proved before a competent court, preventing the faculty member from satisfactory fulfillment of professional duties or responsibilities, or violations of a court order, when such order relates to the faculty member's proper performance of professional responsibilities;
- e) Changes in the University's educational function through action of the Board of Regents and/or the State Regents for Higher Education, which result in the elimination of an academic unit. In such instances the University will make every reasonable effort to reassign affected faculty members to positions for which they are properly qualified before dismissal results from such elimination; \*
- f) Financial Exigency; \*
- g) Action(s) involving moral turpitude.

\* Although not considered severe sanctions, (e) and (f) are proper reasons for dismissal of a faculty member who has tenure or whose tenure-track appointment has not expired.

Suspension of a faculty member or assignment to other duties in lieu of suspension is justified only if immediate harm to the faculty member or to others is threatened by that person's continued performance of regular duties. The faculty member may on request, and at the convenience of the department, be relieved of some professional duties if this is necessary to

provide time for the preparation of a defense. Summary suspension does not remove from the University the obligation to provide due process within a reasonable period of time following action. (*The University of Oklahoma Board of Regents' Policy Manual Section 2.3.4.2*)

**1. Suspension of a Tenured Faculty Member**

The President shall have the authority to suspend any faculty member formally accused of the causes listed above. The President shall notify the Board of Regents of the terms and conditions of the suspension. A faculty member should be suspended only if harm to the faculty or students is imminent or disruption of the educational process is threatened by the faculty member's continuance. During the suspension period, compensation for the faculty member will be continued unless, during the suspension period, the faculty member is convicted of a felony or a crime involving moral turpitude.

**2. Dismissal of a Tenured Faculty Member for Cause**

Dismissal proceedings shall begin with a conference between the faculty member and the appropriate academic officer. The conference may result in agreement that the dismissal proceedings should be discontinued or that the best interest of the tenured faculty member and the University would be served by the faculty member's resignation. If this conference does not result in mutual agreement, the academic officer will submit a recommendation in writing with rationale to the faculty member and to the ProvostVPAA. Within fourteen University business days, the ProvostVPAA shall have a conference with the faculty member.

This conference may result in agreement that the dismissal proceedings should be discontinued or that the best interest of the tenured faculty member and the University would be served by the faculty member's resignation.

If this conference does not result in mutual agreement, the ProvostVPAA will submit a recommendation in writing with rationale to the faculty member and to the President. If the President concurs with the recommendations for dismissal, the President shall send written notice of pending suspension or dismissal to the faculty member and to the ProvostVPAA. The faculty member will be notified by registered mail with a return receipt requested. Every reasonable effort must be made by the President to insure that the communication is delivered to the faculty member without delay.

**3. Termination for Cause or Suspension of Non-Tenured Faculty**

The termination of employment for cause or suspension of a non-tenured faculty member within an existing contract period shall follow the same procedures and be limited to the same reasons as provided for tenured faculty members who are terminated for cause or suspended. A failure to re-appoint may be without specific or stated cause.

**4. Disciplinary Action Other Than Dismissal or Suspension**

Disciplinary action affecting the terms of employment taken by the University against a tenured faculty member must be based upon causes stated in this section. Disciplinary action shall begin with a conference between the tenured faculty member and the Department Chair. If as a result of the conference, the academic officer finds

that disciplinary action is warranted, a written recommendation for action should be forwarded to the appropriate Dean. If, after review, the Dean decides not to proceed with further disciplinary action, both parties should be notified in writing. If the Dean determines that additional action is warranted, then a conference with the tenured faculty member should be arranged. The Dean may determine that no further action is necessary. If however, additional action is warranted, the faculty member and the Provost/VPAA shall be notified in writing within fourteen University business days. The Provost/VPAA should arrange for a conference with the faculty member. The Provost/VPAA may then determine that no additional action is necessary. However, the Provost/VPAA should notify the faculty member in writing if an additional plan of disciplinary action is made. A copy of the disciplinary action should be placed in the faculty member's personnel file.

**5. Dismissal of Tenured Faculty for Program Discontinuance or Financial Retrenchment**

A faculty member with tenure whose position is terminated based on genuine financial retrenchment, bona fide discontinuance of a program or department, or lack of need for the faculty member's service, will be given five months written notice unless an emergency arises.

Before terminating an appointment because of discontinuance of a program or department or because of other lack of need of the faculty member's services, the University will make reasonable efforts to place affected members in other suitable positions.

If an appointment is terminated because of financial retrenchment or because of discontinuance of a program or department, the released faculty member's position will not be filled by a replacement within a period of two years, unless the released faculty member has been offered reappointment at the previous status.

**6. Appellate Committee on Dismissal or Suspension of Tenured Faculty Members**

A tenured faculty member who receives notice of suspension or pending dismissal may request and shall be afforded a hearing before the Appellate Committee on Dismissal or Suspension of Tenured Faculty Members. Failure to make a request in writing to the President within fourteen days after receipt of notification shall constitute a waiver by such faculty member of his right to a hearing before the Appellate Committee on Dismissal or Suspension of Tenured Faculty Members. The University shall institute an Appellate Committee on Dismissal or Suspension of Tenured Faculty Members. The Committee shall not exceed nine tenured faculty members, eight of whom shall be nominated or elected by the faculty governing body of the University and one member appointed by the President of the University. A quorum shall be five members or a majority of qualified members of the Committee. Initially, one half of the elected members shall be elected for twelve months and one half shall be elected for twenty-four months; thereafter, one half shall be elected each year. No member may serve more than two consecutive terms. At least one alternate member of the Committee shall be elected to serve in the event a regular member is unable to serve. If any member of the Committee is an interested party in a case that comes before the Appellate Committee on Dismissal or Suspension of Tenured Faculty Members, said committee member shall not serve on that case.

The incumbent Committee shall serve until the completion of any case pending at the time their term of service expires.

The decision of the Committee will be based on majority vote. The Committee will elect its own chair, who will have the right to vote.

**7. Appeal Procedures for Tenured Faculty**

After a tenured faculty member has requested a hearing before the Appellate Committee on Dismissal or Suspension of Tenured Faculty Members, service of notice of hearing with specific charges in writing will be made at least twenty days prior to the hearing. The faculty member may respond by waiving the hearing and filing a written brief or the matter may proceed to a hearing. If the faculty member waives hearing but denies the charge or asserts that the charges do not support a finding of adequate cause, the Appellate Committee on Dismissal or Suspension of Tenured Faculty Members will evaluate all available evidence, including testimony and documentary evidence presented by the University and make its recommendation upon the evidence in the record.

- a. If the faculty member requests a hearing, the Appellate Committee on Dismissal or Suspension of Tenured Faculty Members shall, with due diligence considering the interests of both the University and the faculty member affected, hold a hearing and report its findings and recommendations to the President and to the involved faculty member.
- b. At hearings before the Appellate Committee on Dismissal or Suspension of Tenured Faculty Members, faculty members and the University shall be permitted academic advisors and/or counsel. A court reporter will be retained by the University to record the proceedings. Parties will pay the cost of a copy of the transcript. The hearing shall be conducted in a closed session.
- c. The faculty member will be afforded an opportunity to obtain necessary witnesses and documentary or other evidence, and the administration of the University will attempt to secure the cooperation of such witnesses and will make available necessary documents and other evidence within its control. No employee of the University, regardless of position, should be excluded or excused from appearing before the Committee, if he/she is available.
- d. The faculty member and the University will have the right to cross examine all witnesses present. Depositions are admissible whenever a witness cannot appear.
- e. The Committee may conclude by secret ballot: a) that adequate cause for dismissal has been established by the evidence; b) that adequate cause for dismissal has not been established by the evidence, or c) that adequate cause for dismissal has been established, but an academic penalty less than dismissal, including removal of tenure, would be more appropriate. The Committee may make any other recommendations it determines are appropriate. The Committee's findings and recommendations shall be made to the President. The Committee shall send a copy of its findings and recommendations to the affected faculty member.

- f. The President shall notify the affected faculty member of his/her recommendation to the Board of Regents. The faculty member shall have the right to request that the Board of Regents review adverse findings and recommendations of the President. The request must be in writing and filed within fifteen days after the President mailed the notification to the faculty member and to the Board of Regents. If the affected faculty member does not timely request that the Board of Regents review the President's findings and recommendations, the President's determinations become final and binding.
- g. In the event the faculty member submits a timely request to the Board of Regents to review adverse findings and recommendations of the President, the faculty member must indicate whether he/she desires a hearing of all of the evidence of the case; otherwise, the review will be a review of the record of the case. The Board of Regents has the discretion to determine whether the review will be a de novo hearing or a review of the record.
- h. Public statements and publicity about the case by the University will be avoided until the proceedings, including consideration by the Board of Regents, have been concluded.

## **4.6 POST-TENURE REVIEW POLICY**

### **4.6.1 Purpose**

Post-Tenure Review is a periodic peer-based evaluation of tenured faculty for the purpose of guiding career development and, when judged necessary, improving faculty performance. The Post-Tenure Review process is based on and extends the annual evaluation of faculty described in Section 4.3 through two processes: (1) a retrospective review of faculty performance in teaching or librarianship, research and creative/scholarly activity; and professional and University service and public outreach, and non-teaching or administrative duties, if appropriate, over the five years preceding the review, and (2) a formative evaluation for future professional growth.

Post-Tenure Review provides a formal opportunity for self-assessment and discussion with peers about professional development. For those faculty whose performance is judged to be below expectations, the evaluation shall lead to the formulation of a professional development plan, the purpose of which is to assist the faculty member to raise his/her level of performance to meet or exceed the expectations for tenured faculty.

Post-Tenure Review is mandatory for all tenured faculty who are reviewed under Section 4.3 unless they have signed an agreement to retire within the two years following the year of the scheduled review or have entered into a formal phased retirement agreement with the University.

Bearing in mind the value and importance of academic freedom and procedural due process to the well-being and success of the academic community, the University acknowledges and supports in principle the policies and procedures set forth in the AAUP's Standards for Good Practice in Post-Tenure Review. Post-Tenure Review is not a reevaluation of a faculty member's tenure status, nor is it intended as means to effect programmatic change. The Post-Tenure Review process will be carried out in a manner that is consistent with the University's policies on academic freedom and responsibility (Sections 5.1 and 5.3) and faculty evaluation (Section 4.3). Post-Tenure Review will be based on the criteria for annual evaluation established by the faculty of the department and approved by the administration.

### **4.6.2 Timing of Post-Tenure Review**



**1. Schedule**

Post-Tenure Reviews shall be initiated by the department chair immediately following the completion of the annual faculty evaluation process and shall proceed according to the following schedule.

**By March 20:** The faculty member shall submit to the Post-Tenure Review Committee the Post-Tenure Review dossier (4.6.4).

**By April 15:** The Post-Tenure Review Committee shall have reviewed the faculty member's dossier and met with the faculty member to discuss the faculty member's performance. The results of the review along with any recommendations for action shall be conveyed in writing to the Dean, the ProvostVPAA, and the faculty member. If the faculty member disagrees with the assessment or recommendation of the Committee, he/she shall have ten working days to submit a rebuttal to the Dean and to the ProvostVPAA.

**2. Normal Review**

Each faculty member shall undergo Post-Tenure Review in the fifth year after the year in which the faculty member is awarded tenure or promotion, whichever is later, and every fifth year thereafter. Annually, the office of the ProvostVPAA will identify those faculty members to undergo a normal Post-Tenure Review and establish and publish a time schedule for completing the required steps in the Post-Tenure Review process.

**3. Early Review**

A Post-Tenure Review shall be initiated earlier than the normal review cycle under the following circumstances:

- a. If the composite or overall rating of a tenured faculty member's performance on the annual evaluation is below expectations (2 or less on a 1-5 scale) for two consecutive years, an early Post-Tenure Review will be initiated immediately as an extension of the annual evaluation. Candidates for early Post-Tenure Review will be identified by the Post-Tenure Review Committee as part of the annual faculty evaluation process and reported to the Dean. However, the Post-Tenure Review Committee may request from the Dean permission to postpone initiation of an early review for one year if, in its opinion, the early review is not justified due to circumstances that the Post-Tenure Review Committee enumerates in its request to the Dean. With the approval of the Dean, the initiation of an early review shall be postponed one year. If the review is postponed and the faculty member is judged to have performed to expectations in this third year, no early review will be required. If performance continues below expectations, the early review will be conducted immediately following the third year annual evaluation.
- b. A tenured faculty member may request an early review for the purpose of professional development. Such reviews are not subject to the mandatory professional development plan (Section 4.6.7).

**4.6.3 Post-Tenure Review Committee**

The review will be conducted by a Post-Tenure Review Committee composed of four tenured faculty members of the department of equivalent or higher rank as the faculty member undergoing review and the chair of the department with primary responsibility for evaluation of the faculty member, unless another arrangement has been approved in writing by the Dean and the ProvostVPAA. In the case that a department has more than four eligible tenured members of equivalent or higher rank, members of the Post-Tenure Review committee will be selected by the Dean in consultation with the faculty member and the eligible tenured members of the department of equivalent or higher rank. In the case that a department has fewer than four tenured members of equivalent or higher rank, additional members will be selected by the Dean in consultation with the faculty member and the eligible tenured members of the department of equivalent or higher rank. In the case of a joint appointment, the second department will be given an opportunity to provide input. In other exceptional cases, as determined by the ProvostVPAA, a senior faculty member outside the department but within the school shall be added to the Post-Tenure Review Committee, such member being chosen by the tenured faculty member under review from a list of three candidates selected by the ProvostVPAA. The results of the review will be forwarded simultaneously to the Dean and the ProvostVPAA. All recommendations for actions must be forwarded to the Dean for approval.

#### **4.6.4 Components of the Review**

Post-Tenure Review dossiers shall consist of the following elements:

1. Annual evaluations and mini-vitae for the previous five years. The annual evaluations and the accompanying mini-vitae from the five years previous to the review will constitute the primary sources of information about the faculty member's performance. The Post-Tenure Review will take into account the numerical evaluations (on a scale of 1 – 5) for effective classroom teaching or librarianship; research and creative/scholarly activity; and professional and University service and public outreach; non-teaching or administrative duties if applicable; and the composite evaluation reflecting the relative weights of the four categories.
2. A self-appraisal by the faculty member being reviewed. A written statement prepared by the faculty member will constitute a central element of the Post-Tenure Review dossier. This statement is intended to serve two purposes: provide a formal opportunity for the faculty member to reflect on his/her professional career and contributions to the University; and serve as a source of information to the Post-Tenure Review Committee to assist in helping the faculty member to develop professionally. In this statement, the faculty member should describe his/her past contributions to the department(s) to which he/she is appointed and to the University, assess the current state and direction of his/her career, and discuss what he/she has planned professionally for the next five years. This self-appraisal should include an evaluation of his/her past performance in the areas of teaching or librarianship, research and creative/scholarly activity; and professional and University service and public outreach, and non-teaching or administrative duties, if applicable; a statement of professional goals for the next five years; and an explicit discussion of how achieving those goals will advance his/her professional career and contribute to achieving the goals of the department(s) to which he/she is appointed and the University as a whole. This document is not intended to be a contract but only a source of information to the Post-Tenure Review Committee to assist it in helping the faculty member to develop professionally.
3. The faculty member's current complete curriculum vitae.

4. Sabbatical leave reports. The report of activities and accomplishments of any sabbatical or other leaves that occurred during the interval being reviewed should also be included.
5. Post-Tenure Review Evaluations. A copy of the evaluations by the Post-Tenure Review Committee from the faculty member's previous Post-Tenure Review(s), if any.
6. Final Reports. A copy of previous professional development plans, if any.

In the course of the review, the faculty member shall have the opportunity to meet with the Post-Tenure Review Committee to discuss these documents and offer additional input.

#### **4.6.5 Performance Expectations**

Faculty members are expected to perform in all applicable categories of the annual evaluation and achieve a composite evaluation of higher than 2 on a criterion-referenced scale of 1-5. The criteria should be specified in the approved evaluation criteria of the department(s) to which the faculty member is appointed. As required under Section 4.3, academic departments should communicate carefully and clearly to their faculty the specific criteria for evaluation that are used for the basis of the annual evaluation.

When and only when a faculty member's five-year average composite evaluation is 2 or lower the faculty member shall be required to develop and participate in a professional development plan as described in Section 4.6.7.

#### **4.6.6 Feedback**

All faculty members undergoing Post-Tenure Review will be provided with written and verbal feedback about how they are developing as professionals and how the Post-Tenure Review Committee evaluates the professional goals of the faculty member in relation to the goals and mission of the department and the University. Within thirty days of receiving the faculty member's dossier, the Post-Tenure Review Committee will provide the faculty member with a written evaluation of his/her past performance, current status, and future professional goals.

#### **4.6.7 Professional Development Plan**

A professional development plan is intended to assist a faculty member whose performance is not meeting expectations to bring his/her performance up to the expected level. Participation in a professional development plan is mandatory for faculty members who, during Post-Tenure Review, are found not to meet the expectations for faculty performance, as described in Section 4.6.5. Other faculty members may request, from the Post-Tenure Review Committee, permission to participate in a professional development plan on a voluntary basis to assist in their professional development. Voluntary professional development plans are not subject to the sanctions described in Section 4.6.8 and shall not alter the cycles of the normal and/or early review or otherwise affect those processes.

##### **1. Process**

The professional development plan shall be prepared cooperatively between the faculty member and the Post-Tenure Review Committee.

**By May 1:** The faculty member shall meet with the Post-Tenure Review Committee to discuss the results of the review and identify areas that should be addressed in the Professional Development Plan.

**By September 1:** The faculty member shall prepare a draft of the plan and submit it to the Post-Tenure Review Committee.

**By September 15:** The Post-Tenure Review Committee must prepare a final plan in negotiation with the faculty member and submit it to the Dean for approval. Should the faculty member disagree with the final plan prepared by the Post-Tenure Review Committee, he/she may write submit a written appeal to the Dean along with the plan, setting forth the reasons disagreement.

**By October 1:** The Dean must notify the faculty member and the Post-Tenure Review Committee, in writing, as to whether or not the final plan is approved. If the plan is not approved, the faculty member and the Post-Tenure Review Committee must be notified in writing of the reasons for the non-approval and the process described above shall be repeated until approval is obtained. Approval must be obtained by **November 1**.

Following approval of the plan, the Post-Tenure Review Committee must meet with the faculty member and explain both the contents of the plan, including the expected time-line, and the consequences to the faculty member of failure to attain the goals of the plan. Reasonable University resources to support implementation of professional development plans will be provided by the ProvostVPAA and the Dean. A faculty member shall have the two full annual evaluation cycles following the date the plan is approved to accomplish the goals of the plan and to bring his/her performance up to expected standards.

## **2. Content of the Plan**

The professional development plan shall include the following components:

- a. Goals and expectations.
- b. Proposed activities.
- c. A time-line for the plan.
- d. Resources that will be made available to the faculty member to assist with completion of the plan.
- e. An explanation of the consequences of failure to attain the goals of the plan. (This provision is not applicable for a voluntary professional development plan.)
- f. Signatures of the faculty member, the Post-Tenure Review Committee members, and the Dean, verifying an understanding of the plan.

## **3. Monitoring, Follow-up, and Final Report**

Formal written evaluation of the faculty member's progress towards meeting the goals of the professional development plan will take place as part of the annual evaluations of the faculty member following the implementation of the plan. Since less than a year will have elapsed between the implementation of the plan and the next annual faculty evaluation, that evaluation and the subsequent annual evaluation shall be used by the Post-Tenure Review Committee as opportunities to provide written feedback to the faculty member on his/her progress in

meeting the goals of the plan. The final assessment of the faculty member's progress in meeting the goals of the plan shall occur during the third annual faculty evaluation after implementation of the plan. Following this third annual evaluation, a written report will be issued by the Post-Tenure Review Committee to the faculty member, with copies to the Dean explaining the outcome of the plan.

Failure of the faculty member to meet the goals specified in the plan and to bring his/her performance up to the level expected may lead to the recommendation for dismissal of the tenured faculty member, as defined in Section 4.5.6. The results of the professional development plan, including, without limitation, the final report, shall be relevant evidence in such a proceeding. In the proceeding, the University retains the burden of persuasion to show cause, as defined by the Faculty Handbook, provided nothing in this policy shall be construed to limit or restrict the University's authority to undertake the dismissal or suspension of a tenured faculty member as set forth in Section 4.5.6.

Alternative actions may be negotiated and implemented with approval of the Dean and the ~~Provost~~/PAA and may include, but are not limited to:

- a) resignation
- b) retirement.

#### **4.6.8 Review of the Post-Tenure Review Policy and Procedures**

The above Post-Tenure Review policy will be jointly reviewed by the Faculty Senate and administration at least every five years with respect to its effectiveness in supporting faculty development and redressing problems of faculty performance, the time and cost of the effort required, and the degree to which in practice it has been effectively cordoned off from disciplinary procedures and sanctions.

### **4.7 PERSONNEL RECORDS**

An official personnel file will be maintained for all faculty members in the ~~Personnel~~-Human Resources Office and the appropriate Academic Dean's office. No other personnel files will be kept. The purpose of the file is to provide documentation supporting actions involving the faculty member. Personnel files shall not ordinarily contain political, social, or personal information without the permission of the faculty member. The faculty member may request to add or delete material from his/her file. If this request is denied, the proper grievance procedure may be followed (See Appendix G). Control of the personnel files will remain with the ~~Personnel~~-Human Resources Office or the appropriate Dean's office and access to the files will be supervised by personnel staff or the Dean's staff. Files may not be removed from the ~~Personnel~~-Human Resources Office or the Dean's office without written permission of the President. The personnel file will include, but not be limited to, the following:

#### **4.7.1 ~~Personnel~~-Human Resources Office**

1. Vita providing information relating to the faculty member's academic and professional credentials and accomplishments. It is the responsibility of the faculty member to insure that accurate and official documents are provided for the file.
2. Personnel information including a Statement of Appointment Status that is updated by the Dean following any change of appointment status and which must be signed by the faculty member to verify that the faculty member has been officially notified of the change.

3. All personnel actions requiring the Board of Regents' approval.

#### **4.7.2 Academic Dean's Office**

1. Detailed evidence of academic and professional credentials will be maintained in the appropriate school's Academic Dean's office.
2. Summary copies of ratings and evaluations of the faculty member made by students and/or supervisors and the formal recommendations made by committees to the department chair or higher authorities concerning any personnel action. Copies will be maintained of all non-reappointment notices, reappointment notices, promotion actions, and tenure actions.

#### **4.7.3 Access to Personnel Files**

Personnel files are available only to the individual faculty member, any appropriate appeals committee in order to accomplish its duties, and those personnel who have a "need to know" in the performance of their official duties as determined by the ProvostVPAA. The President, the Board of Regents, and their staffs shall also have access to these files.

The faculty member may authorize, by written statement to the ProvostVPAA, access to the file by a person not indicated in this section. In addition, the University may permit access to personnel records to comply with lawful requests of federal or state agencies or in legal proceedings. The University shall comply with all applicable privacy laws, including the Oklahoma Open Records Act, 51 O.S. § 24A.7, and 74 O.S. § 840-2.11.

### **4.8 DETERMINATION OF SALARIES**

#### **4.8.1 Faculty Salary**

##### **1. Initial Salary**

A faculty member's initial salary is based upon various factors including, but not limited to, (1) the applicant's educational preparation and professional experience, (2) the proposed assignment, and (3) market conditions. The University strives to maintain faculty salaries at levels that attract well-qualified applicants.

##### **2. Salary Increases**

###### **a. Professional Accomplishments**

Merit salary increases are given in recognition of the faculty member's development and professional accomplishments as determined by the faculty appraisal system.

###### **b. Salary Increase on Promotion**

A promotion in rank may be accompanied by a salary increase of a fixed amount. The amount, determined by the administration and subject to the approval of the Board of Regents, is to be reviewed periodically and changed if conditions warrant. If because of financial constraints the University is unable

to grant the salary increase at the time a faculty member is promoted in rank, the individual's salary shall be increased as soon as is feasible.

**c. Salary Increase on Receipt of Doctorate**

Completion of a doctorate may be accompanied by a salary increase of a fixed amount. Such salary increases may not be effective prior to the effective date of the next academic year contract unless the current contract includes a contingency clause authorizing the specific amount of the increase. The amount, determined by the administration and subject to the approval of the Board of Regents, is to be reviewed periodically and changed if conditions warrant. If because of financial constraints the University is unable to grant the salary increase at the time a faculty member completes a doctorate, the individual's salary shall be increased as soon as is feasible.

**4.8.2 Department Chair and Dean Salary**

The total salary for department chairs and Deans is composed of two elements: (1) a faculty salary and (2) added compensation for duties of the office. The faculty salary is determined by consideration of factors stated above. The amount of added compensation is determined by the administration. The amount for each element is to be stated in the notice of appointment or reappointment.

**4.9 SEVERANCE**

Several reasons can exist for the University or the individual faculty member to sever their professional relationship. Actions and behavioral occurrences in current or previous appointment years may be considered in personnel decisions where a pattern of unacceptable deviation becomes apparent to concerned administrators. The various types of severance are defined, and the policies and procedures related to each category are given.

**4.9.1 Resignation**

A faculty member who proposes to resign shall notify the department chair in writing as early as possible. Once a faculty member's resignation is accepted and approved, it is the faculty member's responsibility to follow the appropriate check-out procedure. Forms detailing this procedure are available from the Business Office and must be completed and filed in order for final salary payment to be made.

**4.9.2 Dismissal**

Dismissal is a severance action by which the University terminates the appointment of any faculty member before the end of the period of appointment. The appointment of a faculty member may be terminated for one or more of the following reasons:

- a. Financial exigency,
- b. Discontinuance of, or a change in, the educational program or department, or
- c. Reasonable cause as defined for tenured faculty members in Section 4.5.6.

**4.9.3 Financial Exigency**

Termination of a faculty member for financial exigency shall occur only when the University is in a state of financial crisis brought about by an Education and General part 1 budget allocation to the University that would (1) necessitate the elimination or reduction of existing instructional programs; (2) necessitate the termination of employment or reduction in compensation for permanently employed faculty or staff prior to the normal expiration of their contract or appointment; or (3) seriously erode the quality of any existing program. Any termination of employment as a result of financial exigency shall adhere to the provisions of Section 4.9.4.

#### **4.9.4 Discontinuation of or a Change in the Educational Program or Department**

Termination of a faculty member because of a discontinuance of, reduction in, or change in the educational program or department means that the faculty member's appointment is terminated and the faculty member dismissed only because of the change in the educational program or department and for no other reason.

Any change in an educational program or department that would result in severance of faculty must have been subjected to proper review procedures as required of other changes in educational programs or departments. After the decision has been made by the University's administration to discontinue or change the educational program or department to the extent that fewer faculty members are needed in a degree program, academic department, or a major element thereof, the department chair will convene the department/school personnel committee to make recommendations. If the department/school personnel committee cannot make an appropriate recommendation, it may decline to make any recommendation at all.

The recommendations (if any) of the department/school personnel committee, together with the rationales, are forwarded to the department chair.

The department chair will submit a recommendation with rationale and the recommendations of the department/school personnel committee to the Dean.

The Dean will submit a recommendation with rationale and the recommendation of the department chair and the department/school personnel committee to the Provost/VPAA.

The Provost/VPAA shall review and consider the recommendations for dismissal and may seek such further advice and counsel as he shall deem appropriate. If the Provost/VPAA decides to recommend the termination of any appointments, he shall notify each affected faculty member in writing of the decision. The letter shall be sent by certified mail and shall inform the faculty member of the provisions for formal review of the decision and shall state that the faculty member may provide to the Provost/VPAA a written statement that the adequacy of the process through which the decision was made will be examined through the grievance procedure within twenty days of the receipt of the letter. The date of notification of intent to grieve becomes the initiation date of the grievance.

A recommendation to the President derived from the grievance procedure shall be advisory only, and the President shall make all final decisions regarding recommendations for termination to the Board of Regents. The following guidelines shall be followed for termination of employment due to the discontinuance of or change in an educational program or department.

- a. Untenured faculty should be terminated before tenured faculty,



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- b. Academic rank should be respected,
- c. Seniority within academic rank should be respected, and
- d. Equal opportunity guidelines should be observed.

Tenure, academic rank, and seniority shall be considered within academic departments or major elements thereof.

In those instances where termination is recommended, the terminated faculty member will be given a statement of information upon which the decision was based. The written notice of termination given to the faculty member shall state the effective date of termination. Efforts should be made to give as much advance notice as possible, consistent with the decision to change or delete the program or department. Employment in some other part of the University should be offered whenever reasonably possible.

In the absence of unusual circumstances, in any case of termination of tenured faculty because of a discontinuance of or change in an educational program or department, the position of the terminated faculty member may not be filled for a period of two years unless and until the released faculty member has been offered reinstatement and a reasonable period of time (usually 30 days) to accept it. (See Section 4.5.6.5.)

## SECTION 5

### FACULTY RIGHTS AND RESPONSIBILITIES

#### 5.1 PROFESSIONAL ETHICS

In accepting a position with Cameron University, each faculty member obligates himself/herself to preserve and promote the good of the University; to support its ideals, policies, and regulations; and to adhere to its policies, regulations, and procedures as well as those of the Board of Regents. Responsible criticism of University policies and procedures, however, has a place in faculty meetings, in discussions with administrative officers of the University, and in other appropriate places where it will serve a constructive purpose.

Cameron University endorses the following statement on professional ethics. Adopted by the American Association of University Professors in 1966 and updated in 1987, it expresses well the ethical obligations of faculty members to their profession and their colleagues.

#### The Statement

1. Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end professors devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.
2. As teachers, professors encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They respect the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.
3. As colleagues, professors have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates. In the exchange of criticism and ideas professors show due respect for the opinions of others. Professors acknowledge academic debt and strive to be objective in their professional judgment of colleagues. Professors accept their share of faculty responsibilities for the governance of their institution.
4. As members of an academic institution, professors seek above all to be effective teachers and scholars. Although professors observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination of

their service, professors recognize the effect of their decision upon the program of the institution and give due notice of their intentions.

5. As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

## **5.2 POLICIES CONCERNING DISCRIMINATION**

1. It is the policy of Cameron University not to discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, gender expression, age, religion, political beliefs, disability, or status as a veteran in any of its policies, practices, or procedures. This includes, but is not limited to, admissions, employment, financial aid, and education services.~~race, age, gender, national origin, disability, political beliefs, or religious affiliation.~~
2. Cameron University is committed to providing an environment of study and work free from all forms of gender-based harassment, exploitation, or intimidation and to ensuring the accessibility of appropriate grievance procedures for addressing all complaints regarding gender-based discrimination. Any such activity committed by a member of the University community may subject the individual to University sanctions as well as civil and criminal penalties. This policy covers unwelcome conduct of a sexual nature. Consensual romantic relationships between members of the University community are subject to other University policies. ~~It is the policy of Cameron University that all employees be allowed to work in an environment free from sexual harassment. Deliberate or repeated unsolicited verbal comments, gestures, or physical contact of a sexual nature that are unwelcome are sexual harassment and violate the conduct required of a University employee.~~ Cameron University employees have a responsibility for maintaining high standards of honesty, integrity, impartiality, and conduct in employment relations.
3. Refer to Section 10 – Federal Compliance Policies in the Employee Handbook for a complete description of university policies on sexual harassment, sexual assault, racial and ethnic harassment, discrimination, disabilities, and substance abuse. For cases involving gender-based misconduct involving students, refer to the Cameron University Gender-Based Misconduct Policy for Students.

## **5.3 TEACHING RESPONSIBILITIES**

A faculty member is expected to meet his/her classes at all scheduled times and in scheduled places, to be prompt in beginning and dismissing his/her classes, and to administer final exams only at the appointed hours. In the event that a faculty member finds it necessary to be absent from a scheduled class meeting, he/she has a responsibility to make arrangements for the class and to notify his/her department chair so that arrangements relating to his/her absence can be made. A student is ultimately responsible for meeting the learning objectives of each course in which he/she is officially enrolled. However, a faculty member must define and quantify attendance standards, procedures for verifying unavoidable absences, and methods of dealing with missed assignments and examinations in his/her course syllabus. Unavoidable absences as a result of personal illness, the death of an immediate family member, military service, University athletic and academic commitments, and court-

imposed legal obligations are inevitabilities of life and should be judiciously considered when developing course attendance policies.

A faculty member is expected to adhere to all written Cameron University policies and regulations, as well as those of the Board of Regents.

#### **5.4 ADVISEMENT**

Academic advisement of students is an important function of faculty members at Cameron University. The faculty member interprets University policies and regulations applicable to students and should be familiar with his/her department's courses and the General Education requirements as well as courses of study in other departments. The University will provide all faculty members with copies of Cameron University regulations, policies, and departmental recommendations concerning individual courses.

#### **5.5 FACULTY AVAILABILITY**

A faculty member's responsibilities to students and to his/her own professional growth require that he/she devote an appropriate number of hours to his/her profession. It is deemed necessary that each faculty member be available to students in his/her office at regularly scheduled hours each week. These office hours should be prominently advertised (to include posting on the exterior office door of each faculty member) and should be kept by each faculty member as faithfully as he/she meets his/her classes. The number of required office hours per week will be determined within each departmental unit by the department chair in consultation with faculty. In scheduling these hours, a faculty member shall give serious consideration to student convenience.

#### **5.6 ASSIGNMENT POLICY**

Faculty assignments include four general components: (a) teaching, (b) research and creative/scholarly activity; (c) and professional and University service and public outreach, and (d) performance of non-teaching/administrative duties/assignments, if applicable. The portion of the total assignment allocated to each component may vary significantly among the faculty of a department or school; however, Deans and department chairs are charged with the responsibility for establishing equitable total assignments. Assignments are based on the following guidelines:

1. A full-time faculty member should generally carry a teaching load of twelve hours per semester.

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President's suggestion for change in language: "A full-time faculty member should generally carry a teaching load of twenty-four hours per academic year. A uniform distribution of load between the fall and spring semesters is typical but other load distributions are allowable with the recommendation of the appropriate Dean and approval of the Vice President for Academic AffairsVPAA."

2. At the discretion of the chair in consultation with the Dean, a full-time non-tenure track regular faculty member may carry a teaching load of fifteen hours per regular semester.
3. Graduate courses shall have a teaching load computed at a ratio of three graduate load hours as equivalent to four undergraduate load hours.
4. Faculty members teaching twelve or more undergraduate hours may be allowed to teach one overload class per semester.

5. Faculty members may accept an additional overload assignment of up to three load hours per semester for either research and creative/scholarly activity; and professional and University service and public outreach. Off-campus Educational Outreach courses may be considered service assignments when taught as overload assignments.
6. Department chairs will be allowed to teach one overload class per year with the permission of the appropriate Dean. Department chairs are allowed to accept one additional overload assignment per year for research and creative/scholarly activity; and professional and University service and public outreach.

## 5.7 APPOINTMENTS AND SALARIES

1. **Regular Term.** Regular full-time teaching faculty appointments shall be for a period of service of nine months. (See also Section 4.1.) Holidays include those days designated by the President. All other leaves must be officially approved by the department chair and Dean.

Compensation for a faculty member shall be a salary as stipulated in his/her annual appointment by the Board of Regents and applicable fringe benefits as approved by the Board of Regents. Salaries for Regular Faculty appointments shall be paid in twelve equal installments on the last day of the month starting with the month services were performed.

2. **Salary Recommendations.** The salary for an individual faculty member shall be recommended by his/her department chair to the Dean. The department chair shall consult with the faculty member and apprise him/her of the salary to be recommended and the basis for such recommendation. Salary recommendations shall be made consistent with the faculty member's annual evaluation. The basis for the department chair's recommendation shall include consideration of "Cost of Living Adjustment" (COLA), any directed University-wide salary increase, adjustments for purposes of equity, and any merit raise. The faculty member may reply in writing to the department chair concerning the salary recommendation. This response, along with the department chair's recommendation, shall be forwarded to the Dean. After considering the department chair's recommendation and any response from the faculty member, the Dean will make a recommendation concerning the faculty member's salary.

Compensation of an individual faculty member may be lowered only as a result of (1) a change of assignment or (2) financial emergency on the part of the University when, to solve the emergency, the University adjusts compensation of employees. Reduction in compensation under these conditions may not be grieved or appealed and is not to be construed as a sanction or severe sanction.

3. **Summer Term.** Regular faculty appointments for the summer term shall be for a period of service not exceeding nine weeks. Faculty service shall commence no more than two working days before the first day of summer classes and end no later than two working days following the last day of classes. (See also Section 4.1.6.)
4. **Overload Compensation.** Faculty shall be paid overload compensation at a predetermined rate for teaching a class above a full teaching load. Overload compensation may not be paid for a portion of a class.

Acceptance of overload is at the faculty member's discretion.

## 5.8 PROFESSIONAL DEVELOPMENT

A faculty member at Cameron University is expected to remain active professionally by being involved, on a continuing basis, in professional growth and development activities. Professional growth and development activities include, but are not limited to:

1. **Scholarship (as defined in Section 5.9).**
2. **Attendance and/or participation at professional meetings.**
3. **Activities designed to improve professional competence.**
4. **Participation in seminars and similar activities.**
5. **Participation in Cameron University in-service development sessions.**

Time for these activities is provided by the University to enable faculty members to discharge their other responsibilities.

Special leaves for professional growth and development activities may be granted by the ~~Provost~~VPAA with approval of the President.

**6. Sabbatical Leave**

**a. Purpose**

Sabbatical leaves of absence are among the most important means by which an institution's academic program is strengthened, a faculty member's teaching effectiveness enhanced, and scholarly usefulness enlarged. The major purpose is to provide opportunity for continued professional growth and new or renewed intellectual achievement through study, research, writing, and training.

However, a faculty member does not automatically earn a sabbatical leave. Instead, it is an investment by the University in the expectation that the sabbatical leave will significantly enhance the faculty member's ability to contribute to the objectives of the University. There should be a clear indication that the improvements sought during a sabbatical will benefit the work of the faculty member, department, school, and the University. Only sabbatical leave proposals that meet this criterion will be accepted and approved by the University. Sabbatical leaves are supported as an investment in the future of the faculty member and the future of the faculty member's students at the University.

The purposes for which a sabbatical leave may be granted may include:

1. Research on significant problems and issues.
2. Important creative or descriptive work in any means of expression; for example, writing or painting.
3. Postdoctoral study at another institution to update teaching skills.
4. Other projects satisfactory to the University.

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It should be demonstrated that such work cannot occur as effectively during the regular work schedule of the faculty member.

Normally the University will not grant a sabbatical for the purpose of pursuing work on the terminal degree in the faculty member's academic field.

Adherence to the plan submitted by the faculty member is expected. Within two months of returning from leave, the faculty member shall submit to the ~~Provost~~VPAA, through the department chair and the Dean, a report of activities undertaken, which will be used in evaluating future applications for sabbatical leaves.

A faculty member who is on sabbatical leave shall not be penalized on matters of salary consideration. The report on the sabbatical will be used in consideration for merit raises in subsequent years.

### **b. Eligibility**

1. To qualify for a full sabbatical leave, a faculty member must have been employed at Cameron University as a full-time faculty member for twelve regular academic semesters.
2. To qualify for a proportional sabbatical leave with proportional remuneration, a faculty member must have been employed at Cameron University as a full-time faculty member for at least four regular academic semesters.
3. After having been granted a sabbatical leave, a faculty member shall become eligible for an additional sabbatical leave by again meeting the qualification standards listed above. The counting of semesters of full-time employment to qualify for an additional sabbatical leave shall begin with the first regular academic semester that the faculty member is employed at Cameron University as a full-time faculty member following the completion of the earlier sabbatical leave.

### **c. Full Sabbatical Leave Plans**

There are three full sabbatical leave plans open to all eligible faculty members:

1. Two regular academic semesters at one-half salary.
2. One regular academic semester at full salary.
3. A summer academic session at 15 percent of the previous academic year's salary.

A faculty member or administrator shall make formal application for a sabbatical leave which includes the reasons for requesting the sabbatical leave, the activities planned during the sabbatical, and a schedule of the use of time while on the sabbatical leave. The application should be submitted to the ~~Provost~~VPAA through the appropriate department chair and dean with each party making a recommendation for approving or disapproving the request. The application and all recommendations must be

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received by the ProvostVPAA before February 1 of the academic year prior to the requested sabbatical leave.

The ProvostVPAA will forward a recommendation to the President by February 15. Upon receiving a recommendation from the ProvostVPAA, the President decides either to approve or disapprove the request. If approved, the recommendation is forwarded to the Board of Regents, normally at the March meeting. The President informs the ProvostVPAA of the decision. In turn, the ProvostVPAA notifies the Dean, the department chair, and the faculty member in writing.

### d. Salary

The academic year salary for the proposed period of sabbatical leave is to be determined as if the faculty member were not going on leave, and the sabbatical leave salary is to be based thereon.

1. When the faculty member having received a sabbatical leave returns to Cameron University as a full-time faculty member, his/her academic year appointment salary shall be at least equal to the amount that would have been received during the sabbatical leave, plus normal raises and fringe benefits granted to faculty members of comparable qualifications, rank, assignments, and seniority.
2. Merit raises may be considered in determining these salaries.

### e. Obligations

1. Sabbatical leave obligates the recipient to follow a program consistent with the purposes and conditions for which the sabbatical leave is granted.
2. Acceptance of a sabbatical leave from Cameron University by a faculty member entails an obligation by the faculty member to serve the University for at least four regular academic semesters following the completion of the sabbatical leave. If the faculty member fails to fulfill this obligation, he/she must repay the University the proportionate fraction of salary and benefits received while on sabbatical leave. This is a legally enforceable obligation.
3. Application for a sabbatical leave must be initiated by the faculty member. Approval requires a positive recommendation by the department chair, the Dean, the ProvostVPAA, and the President and authorization by the Board of Regents. An application consists of (1) a statement of purposes, (2) a program of activities including a schedule when appropriate, and (3) any documentation deemed necessary by the University to establish the feasibility of the program of activities.

## 7. Leaves of Absence Without Pay for Professional Growth and Development

A faculty member may receive a leave of absence without pay for professional growth and development upon recommendation of his/her department chair and Dean, and approval by the ProvostVPAA, the President, and the Board of Regents. Leaves of absence without pay for professional development are normally granted for periods of up to one year. Extensions of such leaves may be granted by the President if circumstances warrant.



The extent to which years spent on leaves of absence without pay for professional growth and development will count as years of service relative to promotion, tenure, and salary will be determined by mutual agreement between the faculty member and the ProvostVPAA prior to evaluation of the faculty member for such personnel actions. Written statements of such agreements are issued by the ProvostVPAA and maintained in the faculty member's personnel file.

**8. Other Leaves With Pay**

- a. **Annual Leave.** Twelve-month faculty members will earn annual leave at the rate of one and two-thirds days per month (20 days per year) and may accrue up to forty days of annual leave. All employees are encouraged to take annual leave and may not accrue more than forty days of annual leave.

Annual leave is scheduled at the convenience of the University as determined by the faculty member's supervisor. Processing of annual leave transactions shall be made on forms provided by the Business Office. Annual leave may not be taken in advance of its accumulation.

Annual leave shall accrue from the date of employment and shall continue to accrue during any period of leave of absence with pay. Upon termination of employment under satisfactory conditions, an employee will be paid for unused annual leave at the earliest regular pay period following termination. Such payment will be based on the employee's rate of pay at the time of termination. It will not include credit for University holidays falling within the terminal pay period.

- b. **Emergency Leave.** A paid leave of up to four consecutive working days for personal emergencies may be granted by a faculty member's supervisor with the concurrence of the Dean and the ProvostVPAA.
- c. **Military Leave.** Cameron University supports the reserve components of the national defense agencies and the men and women who serve in them. To this end, Cameron University employees who are members of the National Guard or military reserve shall be granted up to twenty calendar days of military leave for active service during any military fiscal year with pay and without any loss of status or efficiency rating. Cameron shall comply with all state and federal law regarding military leave and pay.
- d. **Sick Leave.** The faculty and administration of Cameron University are committed to providing quality educational experiences to the students who attend the University. The University pledges to provide competent and motivated faculty to guide and instruct each course. From time to time, faculty members will be unable to attend class due to personal illness or temporary disability of the faculty member or a member of the immediate family (refer to the Employee Handbook Section 9.3). The employee or his/her representative must provide timely notification to the supervisor upon return to work and must report sick leave on the appropriate forms. In order to accommodate the faculty member's leave requirements while maintaining the University's commitment to its students, Cameron University has instituted a flexible sick leave policy which incorporates the following guidelines:

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1. Full-time faculty shall accrue sick leave at the rate of one and one-half days per month during any employment period until a maximum of one hundred eighty days shall have been accrued.
  2. During illnesses of short duration, generally not exceeding two consecutively scheduled class meetings, classes of the affected faculty member may be dismissed.
  3. During illnesses of longer duration, but those that still are temporary in nature, the teaching and other essential duties of a faculty member may be performed by his/her qualified colleagues who agree to do so, with no reduction in pay for the ill faculty member other than a reduction in sick leave balance and no increase in compensation for those who assume additional duties. This situation shall continue until the department chair or substituting faculty shall conclude it is no longer appropriate.
  4. If the illness is projected to be of such duration as to require the designation of another person or persons to perform the teaching or other essential duties of a faculty member, the department chair shall formulate and present to the Dean a recommendation for assignment of such duties to existing faculty as overload, or the appointment of adjunct faculty to perform them. The Dean shall consider the recommendation and forward it with any supplemental or contrary recommendation to the [ProvostVPAA](#), who shall make a final judgment on the matter. During such period, overload or adjunct compensation shall be paid to the substituting faculty according to the approved plan.
  5. Sick leave benefits shall be paid at the faculty member's current rate of pay and shall be administered in a non-discriminatory manner. While a maximum of one hundred eighty days may be accrued and available for use, a lesser amount may be used if the faculty member qualifies for long-term disability. Medical certificates may be required from the faculty member in connection with this sick leave policy. Any reciprocity among state institutions required by Oklahoma law shall be allowed.
- e. **Special Leave.** Any faculty member who is called to serve as a juror or who is subpoenaed as a witness in a proceeding in which he or she is not a party shall be granted leave with pay to attend such proceedings. Any fee paid by the court in connection with the appearance may be retained by the employee. This provision shall not apply to faculty members who are parties to litigation, unless as a result of their employment. This provision shall not apply to faculty who are testifying as expert witnesses. In such instances, faculty are required to take paid leave or, with the approval of the President, leave without pay.

### 9. Other Leaves

Faculty may request adjustment of their status with the University or short-term leaves of no more than four consecutive working days to manage personal affairs by presenting an application to their department chair for consideration. The department chair will evaluate the request and give particular attention to the staffing requirements of the department including the disposition of classes and other duties before making a recommendation to the Dean. The Dean will evaluate the application and the department chair's recommendation and submit a recommendation to the [ProvostVPAA](#) addressing the best interests of the

department, the school, any affected students, and the faculty member. The Provost/VCAA will make a final recommendation on the application to the President. Salary compensation will be adjusted for such leaves or adjustments to status exceeding four consecutive working days and may be adjusted for leaves of lesser duration if the leave results in additional expense to the University.

**Family and Medical Leave:** Eligible employees may take unpaid family and medical leave in accordance with the Family and Medical Leave Act of 1993, and applicable state law and University policy.

## 5.9 SUPPORT FOR SCHOLARSHIP AND INSTRUCTIONAL INNOVATION

The University recognizes research and creative/scholarly activities to include the discovery of knowledge, the integration of previously discrete but established facts and concepts, new applications of knowledge, and the scholarship of teaching. The view of the University is that acquisition of knowledge occurs as a result of research, synthesis, practice, and the analysis of teaching and that the University's institutional mission requires all of those facets of scholarship to be supported and rewarded.

1. The Cameron Research and Innovative Instructional Grant Fund; supports research and creative/scholarly activities consistent with the University's mission.

a. Cameron Research funding supports projects undertaken by faculty, staff, and faculty-sponsored students to enhance the acquisition of knowledge through research (scholarship of discovery), synthesis (scholarship of integration), practice (scholarship of application), or the analysis of pedagogy (scholarship of teaching). Proposals requesting support for no more than \$500 are reviewed and approved by the Chair of the Cameron University Research Committee and the Director of Academic Research. A recommendation from the Research Committee is also required for consideration of grant requests in larger amounts.

Primary consideration will be given to those projects in an academic discipline or program or in conjunction with institutional research and development. Normal academic requirements for a course or a degree will not be funded. Ordinarily, funds will not be approved for travel to professional meetings or to support typing research papers.

b. Innovative Instructional Grants funding supports efforts by faculty members to improve classroom and laboratory instruction and instructional support services. Proposals requesting support for no more than \$500 are approved by the approved by the Chair of the Cameron University Teaching and Learning Committee and the Director of Academic Research. A recommendation from the Teaching and Learning Committee is also required for consideration of grant requests in larger amounts.

Proposals may include equipment purchases and requests for travel, as long as the equipment or travel will directly contribute to the innovative aspects of the project. Standard school/department equipment purchases or faculty development travel, including travel to professional meetings, will not be funded.

2. A faculty member may request release time from his/her regular teaching load in relation to a proposed research project. Requests for release time must be approved by the faculty member's department chair and dean.
3. Faculty, staff and student support funds are also available through Faculty Development grants and through the Cameron University Endowed Lectureships program.

## **5.10 CONFLICTS OF INTEREST POLICY**

A public servant occupies a position of trust and confidence, and the public expects its servants to be above reproach in fulfilling the duties and responsibilities of office. However, in a community as diverse and complex as that of a modern public university, the pursuit of individual interest may result in conflicts with university interests. It shall be the policy of the University that its Board of Regents, officers, faculty, and employees, hereinafter for the sake of brevity referred to as "individual," avoid these conflicts or even the appearance of such conflicts. The University should serve as the model for ethical conduct. Cameron University strives to exemplify the highest principles of honesty and integrity.

This policy is not limited to outright dishonesty. It is clearly wrong and is a criminal offense to take state property; sell protected information and privileges for one's personal gain; or accept money, gifts, or favors from suppliers. Most conflicts of interest are more subtle, and often only a matter of degree separates an acceptable course of action from an unacceptable one. What follows is intended to provide guidance to individuals so that they can anticipate and avoid situations where personal interests cause a person to act in a way inconsistent with University interests.

The conflicting interests referred to throughout this policy may be direct or indirect. The interest might be that of the individual or that of another, such as a close relative or friend. It may even be that of a business in which the individual or other person has an interest, financial or otherwise, that is likely to or would tend to interfere with the individual's objective performance of public duties.

In determining whether a conflict exists, there is no substitute for common sense and good judgment. The cardinal question is whether one's judgment in official matters may be affected, or appear to be affected, by circumstances of personal interest. In a particular situation, identification of a disqualifying interest must include all the facts, including the individual's position, the action, the impact of that action, the kind and amount of the individual's personal interest, and, in some instances, the kind and amount of the individual's other interest. In case of doubt, an individual should seek clarification from the [Provost/VPAA](#) or his/her designee before acting. Consultation with Legal Counsel also may be desired. Final determination on these types of matters will be made by the President.

### **1. Statement of Rules**

#### **a. Conflicts of Interest.**

There are six general areas of concern, which are set forth below.

1. **Seeking or Accepting Gifts.** No individual shall seek or accept anything of value from others given for the purpose of influencing him or her in the discharge of official duties. Except as provided below, no individual shall accept anything of value from a vendor or contracting party with the University.

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To come within this prohibition, the interest must be one incurred by reason of the individual's public position. Normally, this requirement would exclude gifts for purely social reasons; however, if a gift would have a tendency to reflect adversely upon one in the public eye, a conflict of interest will probably arise. Again, one should avoid the appearance of corruption since the public expects a high ethical standard from its public servants.

This rule does not prohibit occasional acceptance of items of nominal value such as plaques, desk calendars, pens or pencils, or examination copies and desk copies of textbooks (generally less than \$50.00) that are not intended to influence the judgment of the employee in the performance of his/her public duties. However, while favors or gifts may be small, they have the tendency to become reciprocal. If there is ever any doubt regarding the offerer's intent, it is always advisable to decline the favor or gift. Benefits of significant value should be declined or returned with a letter explaining this policy; a copy of the letter should be retained. This rule does not prohibit gifts from within the University community to individuals retiring or leaving the University or who have achieved some special distinction while at the University.

- 2. Improper Use of Office or Position.** No individual shall knowingly use his/her official position with the University to obtain some special privilege or advantage for himself or another, except as specifically provided by law.

Improper use of position can take many forms. An individual might use influence or coercive power with others to give a friend special consideration or might induce the use of position to obtain preferential treatment with a private business having some connection with that individual.

One frequent problem in this area concerns the use of public property for personal purposes unrelated to the individual's public duties. Charging personal long distance telephone calls to the University, using a University vehicle for personal purposes, or using one's University office to operate a personal business are all examples of improper use.

- 3. Disclosure of Confidential Information.** No individual shall offer to or in fact give, release, or discuss confidential information obtained by the use of his/her official position to anyone not entitled to that information. Furthermore, no individual may use any confidential information obtained by the use of his/her official position for his/her own personal gain.

This prohibition is intended to protect not only information directly received by the individual but also information which the individual, by the use of some power associated with his/her official position or by virtue of that position, has obtained and offers to or in fact gives to another not entitled to that information. Some of the areas to which this policy pertains include student records, personnel records, proprietary research information, procurement, and others.

- 4. Commercial Transactions with the University and Other State Agencies.** In general, no individual may sell, offer to sell, or cause to be sold, either as an individual or through any business enterprise in which he/she holds a substantial financial interest, any goods or services to the University or any other agency of the State or to any business licensed by or regulated by the

State, unless the contract is preceded by public notice of the University's intent to procure such goods or services and they are procured by competitive bidding, with the individual being determined as the best value bidder.

Whether or not an individual has a "substantial financial interest" in a particular business organization is always a matter that must be determined on a case-by-case basis. One of the most important factors to be considered in interpreting "substantial financial interest" is whether the individual's judgment in official matters may be affected by circumstances of personal interest. Normally, individuals should avoid financial relationships with the University. For example, it would be improper for an individual to approve the awarding of a contract to a firm of which he/she is a part owner or which employs the spouse or other close relation of the individual connected to the University.

One definition of "substantial financial interest" identifies it as an interest arising from a gift, salary, or other compensation from any individual or business or an interest that could result in a substantial financial gain or loss arising from such interest in a business.

5. **Outside Employment or Compensation.** No individual may receive or solicit outside employment or compensation that would impair the independence of judgment of the individual in rendering service as a state employee, unless specifically provided by law.

A person who accepts full-time employment in the University owes his/her first duty and loyalty to the University. Any other employment or enterprise must be understood to be secondary to his/her University work. Notwithstanding this, a faculty or staff member is permitted to have some outside employment, consistent with Board of Regents' policy (*The University of Oklahoma Board of Regents' Policy Manual Section 3.1.7*).

The University expects members of its faculty to pursue continual scholarly development and renewal and to share their professional capabilities for the common interest. The University recognizes that consulting activities may provide good opportunities toward these ends. Individuals are encouraged to devote, within the limits of the current policies of the University on outside employment, a reasonable amount of effort to personal professional activity beyond the professional responsibilities of employment by the University.

Of concern in this area is the relationship of the University with foundations organized to benefit the University. Public servants must not permit their judgment to be clouded by concern over the effect of their actions on foundation goals and priorities. Individuals should not serve as officers for University-related foundations, nor should they receive compensation from such foundations for activities related to the improvement of education in the state. Any activities for which the employee or officer is able to receive extra compensation should be preceded by a contract between the foundation and the University that calls for that compensation to be paid to the University, with the University then paying the employee.

6. **Participation in Hearing Panels.** No member of a University hearing or appeals panel, or other committee, council, or the Board of Regents when

engaged in judicial proceedings shall participate in the hearing when the panel member has a close professional or personal relationship with any of the principal parties in the matter or with their counsel/representatives. For instance, faculty and staff shall not participate as panel members when the appellant or respondent is a member of their own department or unit or has been a close collaborator, except in the case of appeals panels internal to some units where their rules specifically permit such participation.

- b. Political Activities.** All citizens of this country have guaranteed rights as individuals to participate in civic affairs. The key phrase is "as individuals." No individual may engage in political activities with the use of state funds, personnel, or property. The provisions of the Board of Regents policies concerning political activities of faculty and employees govern such activities.

## **2. Policy Administration**

It shall be the policy of the University that if an individual fails to comply with any provisions of this University policy, such failure may be grounds for appropriate disciplinary action. Complaints relating to violations should be reported to the appropriate academic Dean or executive officer. Within sixty days of the implementation of this policy or within sixty days of employment, each individual shall sign a statement that he/she or she has read the policy and is familiar with its contents, and every two years thereafter in the month of December a compliance statement shall be signed by such individual.

An employee for purposes of this policy shall not include part-time employees working less than half-time who are not otherwise eligible for University employment benefits, part-time faculty who are not eligible for University employment benefits, student employees, graduate assistants, or adjunct faculty.

## **3. Conclusion**

No policy can answer all questions that might arise. Whenever an individual is in doubt regarding the propriety of any given situation, he/she should always err on the side of propriety. One should disclose the potential or perceived conflict, seek advice or guidance from the appropriate officer before entering into the activity, and make a record of the matter for future reference and use.

## **5.11 NEPOTISM**

Except as prohibited by the laws of the State of Oklahoma, relationship by consanguinity (blood) or by affinity (marriage) shall not, in itself, be a bar to appointment, employment, or advancement by the University or, (in the case of faculty members,) to eligibility for tenure. The University recognizes, however, that there is an inherent conflict of interest when an employee makes hiring, promotion, or salary decisions about a family member, although there may be extremely rare circumstances when the potential benefit to the University in having an employee supervise a family member outweighs the potential harm.

Therefore, no two persons who are related by affinity or consanguinity within the third degree shall be given positions in which either one is directly responsible for making recommendations regarding employment, promotions, salary, or tenure for the other; nor shall either of two persons so related who hold positions in the same budgetary unit be appointed to an executive or administrative position in that unit or to a position involving administrative responsibility over it, as long as the other person

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remains in the unit, without first receiving a waiver that has been recommended by the ProvostVPAA, or the appropriate Vice President, and approved by the President and Board of Regents. In recommending the waiver, the ProvostVPAA or the appropriate Vice President must make a written statement of the facts that have led him/her to conclude that the benefit to the University in granting the waiver outweighs the potential harm. In addition, the ProvostVPAA or the appropriate Vice President must propose in writing a means by which a qualified, objective person, unrelated to the employee at issue, shall make performance evaluations and recommendations for compensation, promotion, and awards for that employee and state in writing how that means will avoid the conflict of interest. The statement and proposal for supervision shall be made part of the Board of Regents agenda item. Further, a salary increase above the average increase granted to all University employees in similar positions will not be granted to an employee who has been granted a waiver under this policy unless it has been approved by the applicable ProvostVPAA or appropriate Vice President and the President.

It is the responsibility of the head of the budget unit to seek a waiver before offering employment to any person whose employment would violate this policy, and the willful failure to follow this policy may result in disciplinary action against the head of the budget unit. Notwithstanding any other provision of this policy, a conditional hire, prior to approval of the Board of Regents, may be made pursuant to this policy if deemed necessary for legitimate academic or business reasons if justified in writing by the appropriate Vice President and approved by the President. At the next regular meeting of the Board of Regents, the written justification and the conditional hire will be considered by the Board of Regents.

Relatives that are within the third degree of relationship to an employee by consanguinity or affinity include the following: spouse, parent, parent of spouse, grandparent, grandparent of spouse, great-grandparent, great-grandparent of spouse, uncle or aunt, uncle or aunt of spouse, brother or sister, brother or sister of spouse, son or daughter, son-in-law or daughter-in-law, grandson or granddaughter, grandson's or granddaughter's spouse, great-grandson or great-granddaughter, and great-grandson's or great-granddaughter's spouse. For the purposes of this policy, step and half relatives are considered to be related by affinity.

### 5.12 FACULTY SUGGESTIONS FOR HANDBOOK AMENDMENTS

In order for this Handbook to be a dynamic document, it must be amended from time to time to reflect any changes in relationships within the University. While these amendments may be generated in the usual ways that policies and procedures of the University and Board of Regents are generated, it is important that faculty have a non-exclusive method for suggesting changes. To this end:

1. An amendment to this Handbook may be proposed by written petition of 25 percent of the entire voting membership of the Faculty Senate.
2. Any amendment proposed must be distributed in writing, together with its proposed date of implementation, to all members of the faculty at least ten days prior to its first consideration and discussion at a Faculty Senate meeting.
3. Once a proposed amendment has been presented to the Faculty Senate, it will be discussed at a duly authorized meeting, either regular or special, and may not come up for a vote of approval or rejection by the Senate until a second meeting held not less than twenty nor more than thirty days after the meeting at which it was considered and discussed.
4. When approved by a two-thirds vote of the voting membership present and voting at a duly constituted regular or special meeting of the Faculty Senate, and a two-thirds vote of those



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faculty members voting in a faculty election, the proposed amendment shall be forwarded for consideration to the University President. If the proposed amendment is to be a Board of Regent's policy, the President shall forward it, upon approval, to the Board of Regents for action.

APPENDIX A

~~DETERMINATION OF APPROPRIATE ACADEMIC CREDENTIALS~~ DETERMINATION OF FACULTY QUALIFICATIONS

**A.1 DOCTORATE, TERMINAL, OR PROFESSIONAL DEGREE**

A faculty member with this academic credential holds a doctorate in an area of specialization. Such degrees may include

**A.1.1 Doctor of Philosophy**

**A.1.2 Doctor of Education**

**A.1.3 Doctor of Musical Arts**

**A.1.4 Doctor of Business Administration**

**A.1.5 Doctor of Pharmacy**

**A.1.6 Juris Doctorate**

**A.1.7 Doctor of Medicine**

**A.1.8 Doctor of Veterinary Medicine**

**A.1.9 Doctor of Nursing**

Acceptance of other doctorates or professional degrees (such as the Masters of Fine Arts) must be made by the ~~Provost~~ VPAA in consultation with the appropriate Dean. Such acceptance must be specified in the initial written offer of appointment.

Specific degree requirements stated as prerequisite for appointment, promotion, tenure, or other personnel action are met only by possession of an earned degree from a regionally accredited or internationally recognized institution.

**A.2 ACCEPTABLE ACADEMIC CREDENTIALS IN ISOLATED, SPECIAL CASES**

Institutions of higher education such as the University are necessarily diverse. This diversity exists in educational programs and degrees offered to meet the needs of the clientele served. Diversity of educational programs implies diversity of academic credentials of the faculty within those programs.

In an effort to guide decisions relative to faculty status, the following are presented as examples of acceptable academic credentials that may apply in special circumstances. These examples are as follows:

**A.2.1** Artistic Recognition includes, but is not limited to, having works in collections in reputable national museums or regional juried shows; performing a specialty in regional or national recitals; publishing poems, stories, or prose in nationally recognized literary publications; or accomplishing other extraordinary endeavors.

**A.2.2** Professional Recognition includes, but is not limited to, publications in recognized professional journals; leadership in learned, scholarly, or professional organizations; successful experience and regional or national acclaim in technical, managerial, or entrepreneurial circles; recognition in basic and/or applied research; or other extraordinary accomplishments and/or credentials.

**A.2.3** Professional Certification must be through a recognized regional or national standard examination or program. Professional certification must include “professional recognition” as described in Section A.2.2 above. Examples of professional certification include, but are not limited to, certified public accountant, certified life underwriter, registered physical therapist, registered nurse, registered dietician, or similar certification of specialized competence.

### **A.3 HIGHEST DEGREE AVAILABLE OR MULTIPLE MASTER’S DEGREES**

Some educational disciplines may not afford the opportunity to faculty to pursue a doctorate, terminal, or professional degree due to rarity of such degree programs. In these isolated cases, faculty will be responsible for holding the highest degree available in their academic specialty in order to be eligible for positions, promotion, or tenure.

In such cases, it may be more appropriate for the faculty to hold or pursue an additional specialized master’s degree. This determination shall be the responsibility of the department chair in consultation with the faculty member and the departmental/school personnel committee. Consultation with the Dean and [Provost/VPAA](#) may also be appropriate.

Non-availability or rarity of an appropriate doctorate, terminal, or professional degree program must be substantiated by the Department Chair.

### **A.4 SUBSTANTIAL PROGRESS**

This implies the completion of a major portion of the work toward a doctorate, terminal, or professional degree. A major portion of the work implies the completion of all required course work or could include completion of all requirements except thesis or dissertation.

Substantial progress towards other acceptable academic credentials shall be dependent upon the credentials in question. The appropriate department chair shall determine the degree of progress, subject to review by the Dean and [Provost/VPAA](#).

## APPENDIX B

### B.1 CRITERIA FOR PROMOTION

University continually seeks to build and improve its academic stature. A major mechanism for strengthening the University academically is a sound and consistent promotion policy that demands and rewards faculty academic development. Therefore, eligibility for promotion shall be based upon faculty performance evaluated against criteria in the areas discussed below. Faculty must meet the standards regarding academic credentials, length of service, and teaching effectiveness to be eligible for promotion. Evaluation of the faculty member's performance in the other areas shall be based upon individualized criteria negotiated in the faculty member's Annual Plans approved by the Department Chair and the Dean and based upon the following categories. A recommendation for promotion to a higher rank is based upon the professional judgment of the individuals involved in the evaluation process.

The extent to which years spent on leaves of absence will count to fulfill length of service criteria will be determined by mutual agreement between the Provost/VPAA and the faculty member prior to the Provost/VPAA's granting of such leaves. Such agreements must be made in writing and placed in the faculty member's personnel file.

#### B.1.1 For Promotion to Assistant Professor

##### 1. Academic Credentials

To be considered for promotion to Assistant Professor, completion of an appropriate earned doctorate, terminal, or professional degree or other appropriate credentials is necessary. (See Appendix A.)

##### 2. Length of Service

Three years of full-time, ranked teaching experience at Cameron University or at another accredited college or university is required. Promotion may be recommended with a shorter length of service than described above by the department/school personnel committee and/or department chair. Rapid promotion is based upon extraordinary qualifications of the faculty member.

##### 3. Teaching Effectiveness

See Section 4.3.2.1.a for teaching effectiveness criteria

##### 4. Scholarly or Professional Activities

Effective teaching requires active involvement in the intellectual and scholarly developments in the faculty member's area of specialization. To be considered for promotion, the faculty member should give evidence of the following:

- a. Adequate grasp of one's area of specialization;
- b. Continuing efforts to remain abreast of developments in the area of specialization;
- c. Application of current scholarship to teaching;

- d. Membership in appropriate professional organizations; and
- e. Other efforts to continue academic growth.

**5. Departmental Service**

Faculty involvement in departmental activities besides teaching is required. Departmental service may include, but is not limited to, the following:

- a. Service on departmental committees;
- b. Performance of departmental and/or instructional program administrative duties; and
- c. Development of the departmental or instructional program curriculum and/or courses.

**6. University Service<sup>1</sup>**

Faculty service to the University outside instructional duties may be considered in evaluation for promotion. Such service may include, but is not limited to, the following:

- a. Participation in committees or organizations within the governance structure;
- b. Service on ad hoc or advisory University bodies outside the governance structure;
- c. Performance of special administration functions;
- d. Participation in program and/or curriculum development; and
- e. Service as a representative of the University and external organizations.

**7. Community Service<sup>2</sup>**

Community service appropriate for consideration in promotion decisions should be based upon the academic or professional expertise of the faculty member and should reflect favorably upon the University. Such service might include, but is not limited to, the following:

- a. Serving in the faculty member's area of expertise as a consultant, resource person, or researcher;
- b. Giving lectures, serving on panels, performing in creative activities, or otherwise participating in community activities directly related to University functions; and
- c. Serving as the University's designated representative at appropriate community functions.

<sup>1</sup> Activities in these categories may be considered but are not mandatory.

<sup>2</sup> Ibid.

**B.1.2 For Promotion to Associate Professor**

**1. Academic Credentials**

To be considered for promotion to Associate Professor, the faculty member must possess an appropriate doctorate, terminal, or professional degree or other appropriate academic credentials. (See Appendix A.)

**2. Length of Service**

~~To be considered for promotion to Associate Professor, the faculty member must have completed four years of full time, satisfactory or higher service at the rank of Assistant Professor and five years of full time, satisfactory or higher service as a faculty member in higher education.~~ To be considered for promotion to Associate Professor, the faculty member must have completed five years of full time, satisfactory or higher service as a faculty member in higher education and four years of full time, satisfactory or higher service at the rank of Assistant Professor. Promotion may be recommended with a shorter length of service than described above by the department/school personnel committee and/or Department chair but the written request for early promotion submitted by the faculty member must clearly indicate that a length of service adjustment is being sought. Rapid promotion is based upon extraordinary qualifications of the faculty member.

**3. Teaching Effectiveness**

The criteria listed in the section on Assistant Professor shall have been met. Additionally, the faculty member shall have achieved recognition by other faculty and students as a superior teacher.

**4. Scholarly or Professional Activities**

The criteria required for promotion to Assistant Professor shall have been met. The faculty member shall actively participate in professional organizations and engage in research or other scholarly activities. These might include, but are not limited to the following:

1. Publication of books, articles, chapters, essays, reviews, or other scholarly efforts;
2. Presentation or publication of original productions or creative works before either scholarly audiences or other appropriate forums;
3. Participation in academic conferences, meetings, institutes, or other activities;
4. Service on statewide committees;
5. Consultation with individuals, groups, or organizations utilizing the faculty member's professional expertise; and
6. Innovative applications of technology in support of teaching or research.

**5. Departmental Service**

The types of service listed in the criteria for Assistant Professor shall be considered. The faculty member shall have served in a leadership capacity in appropriate departmental activities and have, when possible, assumed leadership in the design, development, or implementation of new techniques, strategies, courses, academic programs, degrees, or other academic endeavors.

**6. University Service**

The types of service listed in the criteria for Assistant Professor shall be considered. The faculty member shall have assumed positions of leadership in the performance of such service.

**7. Student Service**

Faculty service to students outside of instructional duties should be considered in evaluation for promotion. Such service may include, but is not limited to, the following:

- a. Participation in department or University recruitment activities;
- b. Sponsorship or directorship of student professional organizations;
- c. Sponsorship of student clubs and social organizations; and
- d. Supervision of other organized student activities.

**8. Community Service**

Participation in the types of community service listed in the criteria for Assistant Professor may be considered.

**B.1.3 For Promotion to Professor**

**1. Academic Credentials**

To be considered for promotion to Professor, completion of an appropriate doctorate, terminal, or professional degree is necessary.

**2. Length of Service**

~~To be considered for promotion to Professor, the faculty member must have completed four years of full time, satisfactory or higher service at the rank of Associate Professor and ten years of full time, satisfactory or higher service as a faculty member in higher education.~~ To be considered for promotion to Professor, the faculty member must have completed ten years of full time, satisfactory or higher service as a faculty member in higher education and four years of full time, satisfactory or higher service at the rank of Associate Professor. Promotion may be recommended with shorter length of service by the department/school personnel committee and/or department chair but the written request for early promotion submitted by the faculty member must clearly indicate that a length of service adjustment is being sought. Rapid promotion is based upon extraordinary qualifications of the faculty member.

**3. Teaching Effectiveness**

The criteria listed in the section on Associate Professor shall have been met. Additionally, the faculty member shall have made outstanding contributions to instructional programs, curriculum, and/or methodologies.

**4. Scholarly or Professional Activities**

- a. Evidence of research or appropriate scholarly pursuits shall be documented.
- b. The criteria listed in the sections on Associate Professor shall have been met.
- c. In addition, the following should be considered:
  - 1. Receipt of awards, grants, or fellowships;
  - 2. Appointment or election to positions of leadership within state, regional, or national professional organizations; and
  - 3. Other types of recognition within the faculty member's area of specialization.

**5. Departmental Service**

The criteria listed in the section on Associate Professor shall have been met.

**6. University Service**

The criteria listed in the section on Associate Professor shall have been met.

**7. Student Service**

The criteria listed in the section on Associate Professor shall have been met.

**8. Community Service**

The criteria listed in the section on Associate Professor shall have been met.

**B.1.4 For Promotion to Librarian/Assistant Professor**

**1. Academic Credentials**

To be considered to promotion for Librarian/Assistant Professor, a Master's of Library Science from an American Library Association accredited institution and substantial progress toward meeting the academic credential requirement for promotion to Librarian/Associate Professor are necessary.

**2. Length of Service**

Completion of three years of full-time service as an academic librarian at an accredited institution(s) of higher education is required.

**3. Effectiveness in Duties and Responsibilities**



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The basic quality that must be evident is the ability to perform at a high professional level in a specific area of responsibility and in other related areas that contribute to the achievement of the goals of the University Library and to the educational, research, and service missions of the University.

Areas of library effectiveness shall include, but not be limited to, the following:

- a. Knowledge of the academic library's function and responsibilities;
- b. Command of duties and responsibilities as specified in assigned job description;
- c. Ability to organize and administer duties and responsibilities clearly, logically, and imaginatively;
- d. Ability to positively stimulate colleagues and promote harmonious working conditions; and
- e. Engagement in scholarly activity.

#### **4. Professional Activities**

The term "professional activities" refers to activities directly related to the faculty member's profession. Representative professional activities may include, but are not limited to:

- a. Membership in professional organizations; attendance at professional meetings, conventions, conferences, workshops, or institutes; and active participation therein;
- b. Publishing in or editing professional journals or other publications;
- c. Continuing efforts to remain abreast of developments in the areas of specialization; and
- d. Service on local, state, national, or international commissions, advisory boards, or agencies utilizing professional expertise.

#### **5. University Service**

Faculty service to the University shall be considered in evaluation for promotion. Such service may include, but not be limited to, the following:

- a. Participation in committees or organizations within the University;
- b. Service on ad hoc or advisory University bodies outside the governance structure;
- c. Performance of special administrative functions; and
- d. Service as a representative of the University to external organizations.

#### **6. Other Types of Service**

Contributions by librarians in the areas of departmental service, community service, and student service shall also be considered.

### **B.1.5 For Promotion to Librarian/Associate Professor**

#### **1. Academic Credentials**

To be considered for promotion to Librarian/Associate Professor, possession of an earned doctorate in an appropriate discipline or a second master's degree germane to one's duties and responsibilities may be considered. The ~~Provost~~VPAA and the Director of Library Services shall determine the appropriateness of the second master's degree.

#### **2. Length of Service**

Six years of full-time service as an academic librarian at an accredited institution(s) of higher education is required. Promotion may be recommended with a shorter length of service by the Library Personnel Committee and/or Director of Library Services. Normally, more rapid promotion is based upon extraordinary qualifications of the faculty member.

#### **3. Effectiveness in Duties and Responsibilities**

Promotion to this rank requires documented evidence of outstanding professional performance and substantial accomplishments in fulfilling all obligations of a librarian. In addition, the faculty member shall have achieved recognition by the faculty and administrators as a superior librarian.

#### **4. Scholarly or Professional Activities**

Professional activities described in the criteria for Librarian/Assistant Professor shall be considered. In addition, promotion to this rank requires documented evidence of professional performance through:

- a. Publication of books, chapters, essays, or other scholarly efforts and/or;
- b. Presentation of original productions or creative works before either scholarly audiences or other appropriate forums and/or;
- c. Leadership in library conferences, meetings, institutes, or other professional activities.

#### **5. University Services**

The type of service listed in the criteria for Librarian/Assistant Professor shall be considered. In addition to such service, the candidate shall have assumed leadership in committees or organizations within the governance structure of the University.

#### **6. Other Types of Service**

Contributions by librarians in the areas of departmental service, community service, and student service shall also be considered.

**B.1.6 For Promotion to Librarian/Professor**

Promotion to this rank shall require a consistently outstanding level of performance and continued excellence in contributions in all areas of library activities.

**1. Academic Credentials**

To be considered for promotion to Librarian/Professor, an earned doctorate in an appropriate discipline is necessary.

**2. Length of Service**

Ten years of full-time academic library service at an accredited institution(s) of higher education is required. Promotion may be recommended with a shorter length of service by the Library Personnel Committee and/or Director of Library Services. Normally, more rapid promotion is based upon extraordinary qualifications of the faculty member.

**3. Effectiveness in Duties and Responsibilities**

The candidate shall have provided a consistently outstanding level of performance.

**4. Professional Activities**

Professional activities described in the criteria for Librarian/Associate Professor shall be considered. In addition, the following may also be considered:

- a. Receipt of awards, grants, or fellowships; and
- b. Appointments or elected positions of leadership within state, regional, or national library organizations.

**5. University Service**

The criteria listed for Librarian/Associate Professor shall have been met.

**6. Other Types of Service**

Contributions by librarians in the areas of departmental service, community service, and student service shall also be considered.

January 2012

**Cameron University**  
**Sample Faculty Member Evaluation Form:**

Academic Year: \_\_\_\_\_

<b>Faculty Member's Name:</b>	
<b>Instructions:</b>	Department Chair will assign a value of 1 through 5 for each applicable area in each category. Faculty members will be evaluated for the appropriate rank or for promotion to a new rank. The evaluation form will automatically total the number of areas evaluated and calculate the average score for each category.
Merit	
Points	
(5) OUTSTANDING	Consistently surpasses requirements. Reflects clearly exceptional performance.
(4) VERY GOOD	Reflects substantially superior performance in meeting stated expectations; contributes significantly toward success of department and University.
(3) SATISFACTORY	Fully meets standard performance requirements for this position.
(2) MARGINAL	Performance is below standard position requirements; improvement is expected.
(1) UNSATISFACTORY	Performance shows significant limitation. If the individual is to continue in the position, substantial and prompt improvement is necessary.
<b>Definition for Rating to be Applied:</b>	

	Rating
<b>CATEGORY 1. EFFECTIVE CLASSROOM TEACHING (Section 4.3.1.2.a)</b>	
Mastery of one's subject	
Ability to develop and utilize effective teaching methods and strategies	
Ability to organize subject matter and to present it clearly, logically, imaginatively	
Effective assessment of instruction and revision as necessary	
Integrity, fairness, and objectivity in grading or otherwise evaluating students	
Recognition by other faculty and students as superior teacher	
Made outstanding contributions to instructional programs, curriculum and/or methodologies	
Other measurement 1.1:	
Other measurement 1.2:	
<b>Number of Areas Evaluated Category 1:</b>	0
<b>Average of Evaluation for Category 1:</b>	0.0%

	Rating
<b>CATEGORY 2. RESEARCH AND CREATIVE/SCHOLARLY ACTIVITIES (Section 4.3.1.2.b)</b>	
Continuing efforts to remain abreast of developments in the area of specialization	
Application of recent scholarship to teaching	
Publication of books, articles, chapters, essays, reviews, or other scholarly efforts	
Presentation or publication of original productions or creative works before either scholarly audiences or other appropriate forums	
Participation in academic conferences, meetings, institutes, or other activities	
Consultation with individuals, groups, or organizations utilizing the faculty member's professional expertise	
Innovative applications of technology in support of teaching or research	
Other measurement 2.1:	
Other measurement 2.2:	
<b>Number of Areas Evaluated Category 2:</b>	0
<b>Average of Evaluation for Category 2:</b>	0.0%

Cameron University  
Sample Faculty Member Evaluation Form:

CATEGORY 3- PROFESSIONAL AND UNIVERSITY SERVICE AND PUBLIC OUTREACH (Section 4-3.1.2.c)	Rating
<b>Departmental:</b>	
Availability for and effectiveness in academic advising and directing of students	
Service on departmental committees	
Performing departmental and/or instructional program administrative duties	
Developing the departmental or instructional program curriculum and/or courses	
Service in leadership capacity in appropriate departmental activities	
When possible, assumed leadership in the design, development or implementation of new techniques, strategies, courses, academic programs, degrees, or other academic endeavors	
<b>University:</b>	
Participation in committees or organizations within the governance structure	
Service on ad hoc or advisory University bodies outside the governance structure	
Performance of special administration functions	
Participation in program and/or curriculum development	
Service as a representative of Cameron University to external organizations	
Assumed positions of leadership in the performance of such service	
<b>Profession and Public Outreach:</b>	
Service in the faculty member's area of expertise as a consultant, a resource person, or a researcher	
Giving lectures, serving on panels, performing in creative activities, or otherwise participating in community activities directly related to University functions	
Membership in appropriate professional organizations	
Serving as the University's designated representative at appropriate community functions	
Service on statewide committees	
<b>Student:</b>	
Participation in department or University recruitment activities	
Sponsorship or directorship of student professional organizations	
Sponsorship of student clubs and social organizations	
Supervision of other organized student activities	
Other measurement 3.1:	
Other measurement 3.2:	
<b>Number of Areas Evaluated Category 3:</b>	0
<b>Average of Evaluation for Category 3:</b>	0.0%

**Cameron University**  
**Sample Faculty Member Evaluation Form:**

CATEGORY 4 - PERFORMANCE OF NON-TEACHING OR ADMINISTRATIVE DUTIES (IF APPLICABLE) (Section 4-3.1.2.d)	Rating
Supervises practica	
Leads an educational study tour	
Manages a research project	
Directs a workshop or conference	
Directs or coordinates an academic program or administrative office	
Heads an academic department	
Other measurement 4.1:	
Other measurement 4.2:	
<b>Number of Areas Evaluated Category 4:</b>	<b>0</b>
<b>Average of Evaluation for Category 4:</b>	<b>0.0%</b>

	% Rating	Number of Categories
<b>Average Evaluation for Category 1: EFFECTIVE CLASSROOM TEACHING</b>	<b>0.0%</b>	<b>0</b>
<b>Average Evaluation for Category 2: SCHOLARSHIP/RESEARCH ACTIVITIES</b>	<b>0.0%</b>	<b>0</b>
<b>Average Evaluation for Category 3: CONTRIBUTIONS TO THE INSTITUTION AND TO THE PROFESSION</b>	<b>0.0%</b>	<b>0</b>
<b>Average Evaluation for Category 4: PERFORMANCE OF NON-TEACHING/ADMINISTRATIVE DUTIES/ASSIGNMENTS (IF APPLICABLE)</b>	<b>0.0%</b>	<b>0</b>
<b>Number of Categories Evaluated:</b>	<b>0</b>	<b>0</b>
<b>Total Average Score:</b>	<b>0.0%</b>	<b>0</b>

<b>Department Chair's Comments:</b>	
<b>Faculty Member's Comments:</b>	
<b>Dean's Comments:</b>	

Signature:

Signature:

Signature:

**APPENDIX D**

**GRADUATE PROGRAMS**

**D.1 GRADUATE FACULTY REQUIREMENTS**

**D.1.1 Faculty must meet three criteria in order to be appointed and retained as permanent graduate faculty members. They must have:**

- a.** An earned doctorate or other appropriate terminal or professional degree from a college or university accredited by a regional accrediting agency;
- b.** An appointment at the rank of Assistant Professor or above; and
- c.** Conducted specific forms of scholarly activities in the past five years.

In fulfillment of this final standard, faculty must have:

- 1.** Published a book, chapter, essay in a book, or monograph;
- 2.** Published or have article(s) accepted for publication in juried (refereed) journals;
- 3.** Presented one or more papers at juried professional conferences or meetings;
- 4.** Reviewed manuscripts or books at the request of journal editors or publishers;
- 5.** Obtained one or more grants from external agencies;
- 6.** Participated in performing arts or fine arts activities that have been approved under the auspices of peer review;
- 7.** Designed curriculum;
- 8.** Designed a development project or instructional development project that has been subjected to public or peer review; or
- 9.** Demonstrated scholarship throughout their careers and involvement in current scholarship activities relevant to their disciplines.

**D.1.2** Temporary appointment to the Graduate Faculty may be made for persons who have the expertise in an area that qualifies them to teach a graduate-level course, which expertise shall be defined by graduate faculty at the department or school level.

**D.2 GRADUATE FACULTY SELECTION**

Appointments to the Graduate Faculty are approved by the [Provost/VPAA](#) following favorable recommendation of the appropriate department chair, Dean, and the Graduate Council. Appropriate faculty counsel shall be obtained at the department or school level. Temporary members are approved by the [Provost/VPAA](#) following favorable recommendation by the Graduate Council.

**D.3 RESPONSIBILITIES OF GRADUATE FACULTY**

**D.3.1 A permanent member of the Graduate Faculty shall be eligible to:**

- a. teach graduate courses;
- b. advise graduate students;
- c. supervise graduate research;
- d. serve on a thesis committee and serve as a thesis director;
- e. be elected to and vote for members of the Graduate Council;
- f. hood Master's degree candidates during Commencement week;
- g. participate in University, school, and department graduate governance; and
- h. serve on graduate advisory committees in the school.

**D.3.2** A temporary member of the Graduate Faculty shall be eligible to teach graduate courses subject to the recommendation of the department chair and Dean.

**D.4 DUTIES OF THE CHAIR OF THE GRADUATE COUNCIL**

**D.4.1 Among the duties of the Chair of the Graduate Council shall be**

- a. coordinating graduate programs among the respective schools;
- b. serving as the presiding officer of the University-wide graduate faculty and the Graduate Council;
- c. serving as the administrative and communications officer among the Administration, the Graduate Faculty, and the Graduate Council;
- d. working with the academic schools and departments and the Graduate Council in planning new graduate programs and courses, in recommending changes in existing programs and courses, and in preparing schedules of graduate offerings;
- e. making decisions regarding admission to, retention in, and completion of the requirements of graduate study and recommending the conference of graduate degrees;
- f. having principal responsibility for collecting and maintaining appropriate records;
- g. administering University policies, procedures, and regulations regarding graduate programs, courses, and degrees; and
- h. fulfilling other responsibilities as assigned by the [Provost/VPAA](#).

**D.5 GRADUATE COUNCIL**



## **EXHIBIT S**

The Graduate Council shall be the body that makes recommendations concerning policies, procedures, and regulations within the University on all matters pertaining to graduate studies.

### **D.5.1 The Graduate Council shall:**

- a. formulate and forward to the ProvostVPAA recommendations regarding aims, objectives, plans, policies, procedures, and regulations relative to the University's graduate programs;
- b. recommend to the ProvostVPAA policies, procedures, and standards governing development, evaluation, and modification in graduate curricula, including the addition or deletion of courses and programs;
- c. formulate and forward to the ProvostVPAA recommendations regarding policies, procedures, and regulations for admission to, retention in, and completion of graduate degree programs;
- d. serve as an appeals committee for actions resulting in the dismissal of a student from the Graduate School;
- e. review and make recommendations to the ProvostVPAA concerning the periodic evaluation of graduate faculty;
- f. make recommendations and give advice to the ProvostVPAA on other matters of concern to graduate education at the University; and
- g. create such committees as the Council shall deem appropriate.

### **D.6 GRADUATE COUNCIL MEMBERSHIP**

#### **D.6.1 Elected members shall be chosen as follows:**

- a. Each school that offers a graduate course shall be entitled to elect one voting member to the Graduate Council, and each school that offers a graduate degree program shall be entitled to elect an additional voting member to the Graduate Council. The schools shall develop election procedures to insure broad representation of as many academic departments that participate in graduate programs as possible.
- b. Members of the Graduate Faculty may vote for representatives on the Graduate Council.
- c. Members of the Graduate Faculty are eligible for election to membership on the Graduate Council.
- d. Each elected member shall serve for three years with a drawing of lots to determine one-year, two-year, and three-year terms in the initial Graduate Council. This will provide staggered terms of office.
- e. Vacancies caused by resignation, leave, illness, or other circumstances shall be filled by election in the school with the vacancy. The newly-elected member will serve the remainder of the unexpired term.

- f. Elections shall coincide with the elections of the University faculty governance structure.

#### **D.6.2 Graduate Student Members**

One graduate student shall be nominated by each Dean of a School with at least one graduate program and shall be confirmed by a majority vote of the Graduate Council. Only graduate students who are officially enrolled in a degree program and one or more courses leading to the completion of that degree shall be eligible. Student members shall serve with voting privileges for one-year terms and may serve for more than one term. The student members shall be pursuing graduate degrees in different schools.

#### **D.6.3 The Chair of the Council**

The ~~Provost~~VPAA will appoint the Chair of the Council from the ranks of the Deans of the Schools with at least one graduate program. The Chair of the Council may vote only in the event of a tie vote by the Council.

#### **D.6.4 Attendance**

Any member of the Graduate Council who shall miss three meetings in any academic year shall be deemed to have forfeited the office, which shall automatically be vacated. Upon such occurrence, the Chair of the Council shall notify the Dean of the affected school and request that the school's Graduate Faculty elect a new representative.

#### **D.6.5 Administrative Support**

The Office of Academic Affairs shall provide such administrative support for the Graduate Council as shall be appropriate.

### **D.7 GRADUATE COUNCIL MEETINGS**

- D.7.1 Meetings shall be held as needed during the year.
- D.7.2 A quorum shall consist of a majority of the voting members of the Council.
- D.7.3 Business of an emergency nature can be brought before the Graduate Council at any meeting if a majority of the voting members present vote to consider the issue.

### **D.8 GRADUATE COUNCIL ACTIONS**

- D.8.1 Each member of the Graduate Council shall be sent a copy of the Council's agenda before its meetings and copies of the Council's minutes afterwards. Permanent minutes and records of the Council shall be maintained by the Chair.
- D.8.2 Members of the Graduate Faculty, Deans of schools, and department chairs participating in graduate programs may, with the permission of the Chair or majority of the Council, offer information in the discussion of business before the Council or offer information for the Council's consideration.
- D.8.3 Items of business before the Graduate Council shall be passed if a majority of the voting members present vote favorably.

**APPENDIX E**

**BENEFITS AND GENERAL INFORMATION**

**E.1 GENERAL INFORMATION**

Included in Appendix E are descriptions of benefits provided faculty by Cameron University, together with other general information. Since many of the items, such as group insurance, are highly technical and may change from year to year, the descriptions will be general in nature. Appendix E is therefore informational and not contractual.

**E.2 INSURANCE**

**E.2.1** Group health, accident, and major medical insurance is purchased for all full-time faculty by the University. In addition, faculty may purchase similar insurance for dependents through a payroll deduction plan. A more detailed description of the insurance coverages is available through the Human Resources Office.

**E.2.2** Term life insurance is also purchased for all full-time faculty by the University. Faculty may purchase similar insurance for dependents through a payroll deduction plan. A more detailed description of the insurance coverages is available through the Human Resources Office.

**E.2.3** The University also purchases long-term disability insurance for all full-time faculty members. The description of insurance coverages will include long-term disability.

**E.2.4** In addition, the University maintains other types of insurance that may afford coverages for faculty acting on behalf of the University in the performance of their duties. Specific questions as to these coverages should be addressed to the Human Resources Office.

**E.3 OKLAHOMA TEACHERS RETIREMENT SYSTEM**

Each year the Board of Regents, acting upon the recommendation of the University administration, determines the amount of the mandatory contribution, if any, that the University will make to the Oklahoma Teachers Retirement System on behalf of individual faculty members.

**E.4 PAYROLL CHECKS AND DEDUCTIONS**

Payroll checks will be provided by direct deposit. Payroll deductions are allowed in accordance with state statutes, and specific questions concerning them should be addressed to the Human Resources Office. The State Treasurer's office provides a direct deposit service for all employees.

**E.5 FACULTY DISCOUNTS**

**E.5.1** Full-time faculty may enroll in up to two courses during any academic term at one-half of the regular enrollment fee. Further, full-time faculty may enroll in any course offered by the Department of Educational Outreach at one-half the regular fee and may enroll in any non-credit offering of the Department of Educational Outreach at seventy-five percent of the regular fee.

**E.5.2** The Cameron University Bookstore grants discounts on textbooks, certain other books (excluding paperbacks and magazines), supplies, and gifts purchased by faculty and their dependents. The Bookstore Manager can provide information on current discounts and

procedures. Free or discounted tickets to University-sponsored events are available for full-time faculty and their dependents.

**E.6 COMPUTER SERVICES**

Cameron University encourages faculty utilization of computing services for instruction and research. Information Technology Services provides hardware, software, and communications and operational systems, along with consultation training and maintenance services, for instructional and research activities. Some commercial firms also make hardware and software available to faculty at reduced prices. For information, faculty should contact the Information Technology Services.

**E.7 OFFICE AND PARKING FACILITIES**

An office and reserved parking facilities are provided to all full-time faculty members. Office equipment is not available for personal use and may not be removed from the campus without prior authorization. Faculty are responsible for any University equipment assigned for their use and must surrender the same upon termination of employment. Two reserved parking decals are issued to each full-time faculty member, teaching assistant, graduate assistant, or part-time faculty member without charge. Additional permits may be purchased from the Department of Public Safety.

**E.8 TRAVEL**

From time to time, faculty may travel in connection with their duties performed on behalf of Cameron University and will be reimbursed for expenses incurred in connection with the travel according to Oklahoma Statutes and University policies. Prior approval is required for all travel and must be requested on University forms. Specific information regarding travel should be sought from the appropriate department chair or from the Business Office.

**E.9 COMMUNICATION**

**E.9.1** Long-distance telephone calls involving University business may be made from telephones that have such clearance. Authorization for long-distance clearance for individual telephones must be requested through the department chair and Dean. Long-distance calls are charged to the billing number of the appropriate academic school or department.

**E.9.2** A sub-station of the U.S. Post Office which offers services ordinarily available at regular post offices is maintained in the McMahon Centennial Complex. Outgoing U.S. Mail and campus mail are picked up and delivered twice daily at each academic department.

## APPENDIX F

### THE APPEAL OF A FINAL GRADE

Only under certain conditions will a formal grade appeal be granted to a student who believes a grade was arrived at improperly or unfairly. The only basis for an appeal is whether the student's final grade was assigned fairly within the grading system adopted by the faculty member. -The subjective or qualitative judgment of a faculty member cannot be challenged. -For example, a grade received on a paper cannot be appealed. -Only factual and objective elements of a student record are within the scope of an appeal.

It must be stressed that an appeals committee will make no effort to establish whether a grading system is academically sound; rather it will attempt to establish whether an instructor's grading practices and procedures were followed consistently and accurately when determining the student's final grade. All other instances of conflicts over grades must be resolved at the departmental levels.

The student who wishes to contest a grade should first make an effort to discuss the matter with the instructor concerned and make every attempt to resolve the problem concerning the disputed grade. If, however, there is no satisfactory resolution, and the student wants to pursue the issue, he should consult the appropriate department chair or the division head if the department chair is directly involved in the grievance, who will invite the instructor to a conference regarding the matter with the student. If the faculty member does not attend the conference, or if it is determined that the grade should remain as recorded, and the student remains dissatisfied, he must initiate a formal request for an appeals hearing prior to the end of the first regular semester following the semester during which the course was taken.

#### **F.1 TO INITIATE A FORMAL APPEAL THE STUDENT SHALL DO THE FOLLOWING:**

**F.1.1** Make a written request to obtain a copy of a grade appeals form from the Office of Academic Affairs, and

**F.1.2** Return the completed appeals form to the Office of Academic Affairs, which will send a copy to the instructor, the department chair, and [the Chair for Graduate Council or for undergraduate appeals](#), the Chair of the University Academic Appeals Committee.

The Chair of the Academic Appeals Committee will appoint a member of the Academic Appeals Committee to serve as Chair and voting member of the grade appeals committee who hereafter is designated by this title. The Secretary shall be elected from within the grade appeals committee. The committee will serve for one full academic year.

At the beginning of the fall semester of each year, the Chair of the Academic Appeals Committee will appoint the Chair of the grade appeals committee and will, by lot, appoint a committee from the appropriate areas. In addition to the Chair, the committee shall be composed of the following members:

- Two faculty members from Academic Appeals Committee.
- One member from Faculty Senate.
- One member chosen from the faculty-at-large.
- Three members from the Student Government Association.

The Chair of the grade appeals committee will schedule the date, time, and place of the appeals hearing; and the secretary will send a written notification of this information to the student, the faculty member, and the committee members involved. The hearing must be scheduled within 15 class days following the date on which the grade appeals committee Chair received the request by the student for a formal hearing if in the judgment of the Chair

## EXHIBIT S

of the grade appeals committee the criteria for a formal appeal have been met. The Chair has the authority to determine if postponements are justified. If he determines that the postponement is not justified, the Chair can proceed with the hearing, even though one or both parties are not present for the hearing. The hearing shall be a closed meeting at the request of either the faculty member or the student involved.

If a student or faculty member of the grade appeals committee is in any way actively involved in the grade appeal, that member shall be declared ineligible to serve and shall be replaced by an alternate representing the same body. Also, any vacancies on the grade appeals committee will be filled in the same way.

Normally, the grade appeals committee will meet when necessary during the fall and spring semesters. However, special meetings during the summer session can be held if deemed necessary by the Chair of the Academic Appeals Committee and/or the Provost/VPAA.

### **F.2 PROCEDURES GOVERNING THE APPEAL HEARING AND THE RECOMMENDATIONS**

- F.2.1** If the faculty member is no longer associated with Cameron University, then the department chair is authorized to act in his absence. However, the faculty member will be given an opportunity to make written responses before a hearing is scheduled.
- F.2.2** Both the faculty member and the student must be given the opportunity to be present at any time information relating to the appeal is being orally presented to the grade appeals committee.
- F.2.3** Neither the faculty member nor the student may present information which reveals the grades by name of other students unless the written permission of those students has been obtained.
- F.2.4** The student and the instructor will be given an opportunity to personally state their cases, present witnesses and comments, and question the other party or parties and their witnesses, if any.

However, the committee shall have no power to require information which is not voluntarily presented to the committee except the work of the student in the class for which the grade is being appealed.

- F.2.5** A quorum shall consist of five members plus the Chair. Following the presentation of information by all parties involved, the grade appeals committee may, at its option, excuse all parties to the dispute prior to beginning its deliberations.
- F.2.6** The grade appeals committee can recommend either of the following:
  - a.** The grade as given by the faculty member is appropriate and should not be changed.
  - b.** The grade is inappropriate and should be changed to the grade approved by a two-thirds majority vote of committee members present. All committee members present are required to vote. After receiving notice from the Grade Appeals Committee chair, the Registrar will initiate the appropriate procedure for the grade change.

The secretary of the grade appeals committee is responsible for forwarding the written recommendation of the committee to the Provost/VPAA, the faculty member, the department chair, and the student.

## **EXHIBIT S**

The committee's written recommendation must include grounds for its decision and have the approval of a majority of the members present. All voting members must sign the recommendation, but a minority may attach a statement of reservations or a dissenting opinion.

APPENDIX G

FACULTY GRIEVANCE PROCEDURES FOR CAMERON UNIVERSITY

G.1 POLICY

It is the policy of Cameron University that all full-time and part-time members of the University faculty, including those holding temporary appointments, who have a good faith grievance as defined herein, may follow the grievance procedures for Cameron University. Persons holding a joint appointment as both a University faculty and staff member shall use the grievance procedure germane to the nature of the complaint; e.g., if the grievance is relevant to one's work assignment as a member of the faculty, the faculty grievance procedure shall be utilized.

G.2 DEFINITIONS

**G.2.1 Complaint.** A complaint is a faculty member's timely informal expression of dissatisfaction with aspects of his/her employment which are outside of his/her control.<sup>3</sup>

**G.2.2 Grievance.** A grievance is a timely formal complaint relating to administrative personnel decisions specifically and directly related to promotion, tenure, work assignments, retirement, safety, or disciplinary actions which has not been resolved to the satisfaction of the faculty member after informal discussion of the complaint through regular administrative channels.

\_\_\_\_ Refer to the Employee Handbook for policies and procedures related to grievances and complaints for harassment, including sexual harassment, and discrimination. For cases involving gender-based misconduct involving students, refer to the Cameron University Gender-Based Misconduct Policy for Students.

A faculty member who has a grievance may protest decisions relating to his/her case in one of the following two manners: The faculty member may utilize the "Faculty Grievance Procedures for Cameron University" or may pursue an administrative route by appealing to his/her Dean and subsequently to the ~~Provost/VPAA and the President.~~ The latter shall not apply to matters involving student gender-based misconduct grievances.

The faculty member shall exercise his/her option of appeal route by notifying, in writing, the Chair of the Faculty Senate, his/her department chair and Dean, and the ~~Provost/VPAA~~ that a grievance will be pursued and by informing these parties of the procedural route that the faculty member has chosen. The written grievance must state whether the faculty member believes illegal discrimination due to race, color, national origin, sex, sexual orientation, gender identity, gender expression, age, religion, political beliefs, disability, or status as a veteran ~~race, color, gender, national origin, religion, age, political beliefs, or qualified disability~~ is involved. Once the faculty member initiates the grievance with the ~~Provost/VPAA~~ (administrative route) or with the Chair of the Faculty Senate (grievance procedure route), then he may not change to the other route.

<sup>1</sup>Complaints and grievances must be submitted within the time requirements of these procedures.



Where there is doubt or disagreement about whether a concern involves a grievable topic, the issue shall be conclusively decided by the ~~Provost~~VPAA after consultation with an attorney in the Board of Regents' Office of Legal Counsel.

**G.2.3 References to Gender.** Any use of grammatical gender references shall be interpreted as applying equally to males and females.

**G.2.4 Faculty Member.** For the purpose of creating grievance committee panels only, a faculty member is a full-time employee who holds academic rank at Cameron University and who is not formally assigned to administrative duties as more than 25 percent of his/her job assignment.

**G.2.5 Academic Calendar.** For the purpose of this document, "Academic Calendar" refers to the time when a University semester or summer session is in session.

### G.3 PROCEDURES

**G.3.1 Attempts to Resolve Complaints.** A complaint should be brought to the attention of the faculty member's immediate unit supervisor, and if it is not resolved at that level, it should be referred to higher administrative levels according to the established procedure of the school. Complaints unresolved administratively that solely involve harassment based on race, color, national origin, sex, sexual orientation, gender identity, gender expression, age, religion, political beliefs, disability, or status as a veteran ~~race, ethnicity, or gender, or discrimination because of race, national origin, gender, color, age, religion, disability, or status as a veteran~~ must be filed with the Equal Opportunity Officer. Complaints not related specifically or exclusively to a department may be brought to the attention of the Faculty Senate Chair. Complaints relating to possible grievances that have not been resolved by informal discussion with appropriate administrators may, on the recommendation of the Faculty Senate Chair, be presented to an informal review committee. Complaints related to specific personnel action decisions must be presented to the Chair of the Faculty Senate within 60 calendar days of the date when the faculty member was notified of the action.

**G.3.2 Informal Review Committee.** The informal review of referred complaints shall normally be of a committee composed of three past Chairs of the Faculty Senate, only one of whom may have primarily administrative duties. The Chair of the Faculty Senate shall choose the committee members by lot from among the former Chairs currently on campus. If an insufficient number are reasonably available, the Faculty Senate Chair may use discretion in making appropriate appointments to the committee. The review committee shall attempt to resolve the referred complaint and shall report to the Chair of the Faculty Senate within 15 working days of its formation (based on the academic calendar). For complaints that involve alleged discrimination, the Equal Opportunity Officer shall be advised and shall normally serve as the fourth member of this review committee. The Chair of the Faculty Senate shall consult with the complainant about the results of the informal review and shall inform the complainant of the opportunity to make a written request for a grievance hearing that must be filed within 15 working days of notification of the results of the internal review (based on the academic calendar).

**G.3.3 Grievances.** If informal discussion fails to resolve the complaint, or if the Faculty Senate Chair determines that an informal review committee is not appropriate, the complainant may request in writing that the Chair of the Faculty Senate form a grievance committee. This request must be submitted within 15 working days (based on the academic calendar) of either (a) the conclusion of the informal review or (b) the date the Chair declined to select an informal

review committee. To insure the rights of the individuals involved, the Chair will provide both the complainant and the person against whom the complaint was made with copies of written policies and procedures relating to the grievance.

**G.3.4 Information to be Contained in Written Grievance Request.** Any written request for grievance adjudication, regardless of the nature of the grievance, shall not be considered unless it contains the following information: (a) a clear, detailed statement of the grievance and a statement describing the specific supporting evidence; (b) the specific remedial action or relief sought; (c) a brief summary of the results of previous discussion on the issues involved; (d) a statement of reasons by the complainant for his/her dissatisfaction with previous attempts at resolution of the grievance; (e) a statement that illegal discrimination is, or is not, alleged. To facilitate a review of the grievance, it is strongly suggested that the request be typed, double-spaced, signed, and presented in the sequence stated above.

**G.3.5 Formation of a Grievance Committee.** Within 10 working days (based on the academic calendar) of the acknowledged receipt of a written request for the formation of a grievance committee, the Chair of the Faculty Senate shall select a grievance committee by random choice from the established panels. Both parties to the grievance shall be notified of the time and place for selection of the grievance committee, and each shall have the right to be present during the selection.

**G.3.6 Establishment and Membership of Panels for Formal Hearing.** Panels from which members of the grievance committee are to be selected shall include all full-time faculty members as ~~follows set forth below~~. The Panels shall be comprised of members exemplifying the nature of Cameron's diverse and inclusive full-time faculty:

- a. Professors
- b. Associate Professors
- c. Assistant Professors
- d. Ranks below Assistant Professor

~~e. Males~~

~~f. Females~~

~~g. Members of Traditionally Under-represented Racial and Ethnic Groups~~

**G.3.7 Composition of a Grievance Committee.** The grievance committee shall consist of five members, chosen at random, consisting of one member from each of two panels to which the grievant belongs, and three additional members who must be tenured faculty--one Professor and two Associate Professors--~~chosen without regard to race or gender~~. If the grievant belongs to more than two panels, he may select the two panels from which the members are to be chosen. The grievant and the other parties involved in the grievance shall each be allowed to challenge one selection for the committee without showing cause (peremptory challenge) and any other selection for cause. Challenges may be made after a full potential committee has been selected. The Chair of the Faculty Senate shall rule on the validity of challenges for cause. Members of the department involved in the grievance shall not be eligible to serve on the committee.

**G.3.8 Grievance Consultant.** At any step in the grievance procedures, the Chair of the Faculty Senate or the Equal Opportunity Officer who may become involved if discrimination is alleged, may be requested by either or both parties to the grievance or by the grievance committee to serve as a consultant in an advisory capacity without the power of decision in the grievance matter.

#### **G.4 HEARINGS AND REPORT**

**G.4.1 Designation of Chair.** Normally, the Chair of the grievance committee shall be the faculty member with the greatest number of years of service at Cameron University. However, the committee may depart from this procedure for reasons it deems sufficient, provided the Chair is selected from among the members of the committee. The Chair shall schedule a hearing at the earliest convenient time when all affected parties can be present.

**G.4.2 Responsibility for Serving on Committee.** All members selected shall be expected to serve on the committee except in cases of illness, necessary absence from the campus, service on a grievance committee in the current or immediately preceding academic year, or other extreme hardship. The Chair of the Faculty Senate shall decide whether a chosen committee member should be excused from service and must replace such a member by the same procedure used for the original selection. Members of the grievance committee shall commit themselves to observe procedures consistent with fairness to all parties concerned; for example, the committee members shall not discuss the case with anyone outside of the hearings and shall not be influenced in making a decision by any consideration other than the evidence presented to them in meetings in which all affected parties are present. In the event of serious illness, necessary absence, or extreme hardship on the part of a member of the grievance committee during the course of the hearing, the Chair of the Faculty Senate may at his/her option or at the request of the grievant select a replacement by the same procedure used to select the original panel. In the event a committee member is replaced in the course of the hearing, his/her successor shall review the record of the proceedings to become familiar with the positions of the parties and their evidence.

**G.4.3 Attendance at the Hearings.** The grievance committee shall invite the grievant and the person against whom the grievance is filed to all hearings. Attendance at the hearings shall be limited to persons who have an official connection with the case, as determined by the Chair of the grievance committee. The grievant and the person against whom the grievance is filed may each choose to be accompanied by an advisor, a colleague, a friend, or legal counsel. If either party is to be accompanied by legal counsel, the Chair of the committee shall be notified at least five working days prior to the meeting and shall notify the other party as soon as possible. The committee may request legal assistance from the University. Others whose participation in the hearing is considered essential in order to assist the committee in establishing the facts of the case shall appear before the committee where they will remain only long enough to give testimony and to answer questions of committee members. The Chair shall designate a recorder for the proceedings, subject to approval by both principals.

**G.4.4 Rules of Procedure for Hearing.** The committee and those persons directly involved in the grievance may call witnesses, present statements, and in a structured manner ask questions of each other and of the witnesses, except that only procedural questions may be addressed to committee members after the committee is selected. Although one or both of the principals may be accompanied by a colleague or counsel, the principals shall normally be responsible for presenting their own case. The committee shall have immediate access to all relevant non-confidential documents and other materials but shall consider as evidence only those materials, including testimony, to which all of the principals to the grievance have been afforded access. The grievance committee shall set forth the rules of procedures for the

## EXHIBIT S

hearing, usually within the guidelines and suggested format set forth below. The Chair may, for good cause and with the concurrence of a majority of the entire committee, authorize deviation from the guidelines or format, in which case the principal parties shall be notified. Guidelines are as follows:

- a. The grievant shall be heard first in all phases of a grievance hearing and shall be primarily responsible for the presentation of his/her position.
- b. Counsel or representative may advise the principals but shall not be permitted to testify or cross-examine.
- c. A reasonable time limit should be established for opening and closing statements and shall be announced prior to or at the outset of the hearing.
- d. Length of hearing sessions may be established in advance; every effort should be made to conduct the hearing as expeditiously as possible, with equal fairness to both parties.
- e. The principal parties shall provide the Chair with the names of potential witnesses at least 48 hours prior to the hearing. The Chair shall be responsible for determining the time when the witnesses will appear before the committee. The principal parties shall be responsible for informing their own witnesses of this scheduled appearance.
- f. After primary witnesses for both parties have been heard, such witnesses may be recalled for additional questioning if requested by either party or by the grievance committee. The committee may call new witnesses whose testimony it deems relevant or helpful.
- g. All testimony and other evidence pertaining to the grievance shall be held in strict confidence.
- h. Only evidence relevant to the grievance may be introduced. Questions of relevance shall be decided by the Chair.
- i. The administration will attempt to secure the cooperation of witnesses and will make available to the committee necessary documents and other evidence within its control. No employee of the University, regardless of position, shall be excluded or excused from appearing before the committee if called, unless good cause can be shown.
- j. Procedures recommended by the American Association of University Professors are recognized as general guidelines for conducting investigations in connection with renewal or non-renewal of faculty appointments, to the extent that they are in consonance with the procedures stated herein.

**G.4.5 Record of Proceedings.** A confidential tape recording of the grievance hearings shall be made and will be accessible to the principal parties involved, the committee, the President or his/her designee, and members of the Board of Regents (and authorized representatives of any of the above) on a "need to know" basis. Either party to the grievance may request that the committee endeavor to provide a typed transcript of the testimony. The cost of preparation of such a transcript shall be paid by the party making the request. After the report of the grievance committee has been prepared, the tapes and relevant material will be sealed and preserved by the Office of the President. Such materials shall be destroyed after five years unless one or both parties submits a written request to the President offering acceptable reasons for preserving such documents.

**G.4.6 Right to Withdraw Grievance.** At any point in the proceedings prior to the time at which the committee reaches its final decision, the grievant may withdraw any portion or all of the grievance with the consent of the committee. In all cases in which the grievance is withdrawn with the consent of the committee, the grievant shall not have the privilege of reopening the same grievance under these grievance procedures at any time in the future.

**G.4.7 Procedures for Reviewing Testimony Presented and Reporting Findings.** The committee shall prepare its report, specifically citing the evidence upon which its decision was based. The written report will contain (a) a statement of the purpose of the hearing, (b) a description of issues considered, (c) findings of fact, and (d) recommendations. The grievance committee shall make its report to the President or his/her designee with copies to the principals. The Chair of the grievance committee shall inform the Chair of the Faculty Senate that the report and recommendations of the grievance committee have been submitted to the President. If the recommendations are adverse to the grievant, he shall have five working days (based on the academic calendar) from the date the report is submitted to the President within which he may submit in writing for consideration any specific objections he may have regarding the adequacy of the processes used by the committee in arriving at its conclusions. The committee shall make available to the President, upon request, a summary of the testimony and other evidence presented.

**G.4.8 Final Decision.** The President or his/her designee shall give the final decision in writing to the Chair of the Faculty Senate, the Chair of the grievance committee, the grievant, and the other party involved in the grievance. If the final decision is contrary to the recommendation of the grievance committee, the President shall include a statement specifying the reason for not accepting the recommendations of the committee.

**G.4.9 Time Schedule**

- a. **Filing a Grievance.** A person shall have 15 working days (based on the academic calendar) from the date of receiving the recommendations of the informal review committee or of being notified that an informal review committee will not be formed to initiate a written grievance if the complaint has not been resolved to his/her satisfaction.
- b. **Formation of a Grievance Committee:** A committee shall normally be selected within 10 working days (based on the academic calendar) after a person has filed a timely written request for the formation of the committee.
- c. **Hearings and Reporting Findings.** Grievances shall receive prompt attention. The hearings and report of the grievance committee shall normally be completed within 30 working days (based on the academic calendar) of the formation of the grievance committee, and the final decision shall be made by the President normally within 10 working days (based on the academic calendar) thereafter.

In any case in which the committee deems these time schedules to be inadequate, the Chair shall notify the principal parties involved in writing of the amended time schedule.

**APPENDIX H**

**FACULTY SENATE CONSTITUTION**

**Article I. Name**

The name of this unincorporated association shall be the Faculty Senate of Cameron University.

**Article II. Membership and Officers**

- A.** The Faculty Senate shall consist of elected members of the Faculty. In order to be eligible for election to the Faculty Senate, a person must be a full-time member of the Faculty, with rank of Professor, Associate Professor, Assistant Professor, or Instructor, or their equivalent as defined by the Faculty Senate with the exception of two members elected from the Supplemental Faculty with adjunct status. Those members of the Faculty whose appointments are more than 50% administrative are excluded from membership in the Faculty Senate.
- B.** Each academic department will elect at least one voting representative to the Faculty Senate. Each department with more than 10 full-time ranked faculty will elect a second voting representative. No department will be eligible to have more than two representatives. In addition, the Library will elect a voting representative to the Faculty Senate. Also, Adjunct Faculty members will elect from among their numbers two representatives for each academic year, one who teaches classes during the day and the other at night; these two representatives must work for different departments. The Student Government Association will elect one non-voting representative to the Faculty Senate. Elected members may be recalled at any time by a majority vote of their department. In such case, the department will hold a special election to determine a replacement.
- C.** To assure continuity, members of the beginning Faculty Senate shall determine by drawing lots which one-half of the members shall serve for one year, and which one-half for two years. The one-year positions shall become two-year positions at the second annual election.
- D.** Deans are not eligible to serve as officers or members of the Faculty Senate but may vote in all Faculty Senate elections.
- E.** A Chair, a Chair-Elect, and a Secretary shall each be elected to a one-year term by members of the Faculty in a general election.

**Article III. Faculty Senate Functions**

- A.** The Faculty Senate acts as the official voice of the Faculty as a whole.
- B.** The Faculty Senate provides information and advisory recommendations on matters of student academic concern to the President. Such matters may include but not be limited to
  - 1.** Admission requirements;
  - 2.** Curriculum and courses;
  - 3.** Degrees and requirements for degrees;

4. Calendar and schedule; and
  5. Student affairs.
- C.** The Faculty Senate provides advisory recommendations to the President and such other administrators or bodies as may be appropriate on institutional matters of direct faculty concern. Such matters shall include but not be limited to
1. Institutional policies regarding faculty status, including appointments, promotions, granting of tenure, retirement, non-reappointment, and dismissal;
  2. Institutional policies affecting the general welfare, working conditions, and the services performed by and for the faculty;
  3. Institutional policies relating to academic and professional research and other scholarly and creative activities;
  4. University budget; and
  5. Institutional planning.

**Article IV. Faculty Senate Duties**

The Faculty Senate will hold regular meetings at a set time each month during the academic year. Special meetings may be called by the President, the officers of the Faculty Senate, or a petition signed by at least ten members of the Faculty Senate.

In addition to attentive performance of the functions stated in Article III, the Faculty Senate shall

- A.** Facilitate the flow of information to its various constituencies on matters of student, faculty, and institutional concern;
- B.** Elect, from the membership of the Faculty Senate, the chair and the secretary of each standing committee of the Faculty Senate;
- C.** Create and elect the members of such ad hoc committees as shall seem appropriate to the Faculty Senate.
- D.** Coordinate activities, including the receipt and review of recommendations, of standing committees and ad hoc committees of the Faculty Senate;
- E.** Supervise the election of faculty members to the Faculty Senate, to the various standing committees of the Faculty Senate, and to the University committees; and
- F.** Serve as an advisory body to any individual or group component of Cameron University if deemed appropriate and useful by the Faculty Senate.

**Article V. Liaison with the President**

The President will present to the September meeting of the Faculty Senate in each academic year a general message on the state of the University in which he will give recommendations for the progress of the

University. At least once a year, the President will provide the Faculty Senate with a report on the state of the University budget.

After each meeting of the Faculty Senate, the Chair will provide in writing to the President of the University a list of all motions approved by the Senate at that meeting. The President will, within 45 calendar days after receipt of a Senate action, inform the Senate of his disposition of a Senate measure. If a Senate measure is disapproved, the President or his representative shall inform the Senate officers of the reasons for the decision. It is noted that at times, confidentiality requirements may limit the extent of complete disclosure.

**Article VI. Faculty Senate Standing Committees**

**A. Academic Standards and Policies Committee**

**Functions:** To formulate or coordinate recommendations and regulations for academic policy and to report to Faculty Senate for consideration recommended interpretations of existing academic policies.

**Membership**

Chair - Member of Faculty Senate.  
Secretary - Member of Faculty Senate.  
4 Faculty - Elected members.  
Administrative representative appointed by the President (non-voting).

**B. Faculty Committee**

**Functions:** To study existing policies and procedures and, if appropriate, develop recommendations to the Faculty Senate for improvements in policies and procedures relating to matters of faculty welfare, including policies relating to management of promotion, salary, rank, tenure, leaves of absence, academic freedom, teaching loads, parking privileges, and any other matter which may affect general faculty morale.

**Membership**

Chair - Member of Faculty Senate.  
Secretary - Member of Faculty Senate.  
6 Faculty - Elected members.

**C. Fringe Benefits and Retirement Committee**

**Functions:** To review, evaluate, and if appropriate, make recommendations concerning fringe benefits and retirement programs to the Faculty Senate.

**Membership**

Chair - Member of Faculty Senate.  
Secretary - Member of Faculty Senate.  
3 Faculty - Elected members.  
Vice President for Business and Finance (ex-officio, non-voting).

**D. Long-Range Planning Committee**



**Functions:** To make recommendations to the Faculty Senate regarding issues and programs that affect the future planning and development of Cameron University.

**Membership**

Chair - Member of Faculty Senate  
Secretary - Elected from below  
3 Faculty - Elected from and by Faculty Senate  
1 Member from each school on campus selected by Faculty Senate Chair  
Chair-Elect of Faculty Senate  
~~Provost~~VPAA

**E. Rules Committee**

**Functions:** To make recommendations to the Faculty Senate regarding the nomination of the chair and secretary of each of the standing committees; to review and recommend the establishment, modification, and termination of the Standing Committees; and to certify the validity of election procedures and results.

**Membership**

3 Officers of Faculty Senate.  
2 Additional members elected from and by Faculty Senate.

**Article VII. Amendments**

- A.** Proposed amendments to this Constitution may be presented by any member of the Faculty Senate or by any faculty member at any regular or special session of the Faculty Senate. Any such proposed amendment may be amended by majority vote at that same meeting if a quorum is present.
- B.** Any proposed amendment that is either presented to or amended by the Faculty Senate shall not be voted upon at the same meeting at which the amendment is so presented or amended.
- C.** The proposed amendment(s), if approved by a majority of the members of the Faculty Senate, is then submitted to the campus faculty for consideration. The proposed amendment(s) shall be accepted if approved by a 2/3 majority of the campus faculty voting in a special election called for that purpose and then approved by the President.

**Article VIII. Ratification Procedure**

This constitution will become effective when approved by (1) a 2/3 voting majority of the campus faculty voting in a special election called for that purpose, (2) the President, and (3) the Board of Regents.

**SAMPLE PLAN DOCUMENT  
SECTION 125  
FLEXIBLE BENEFIT PLAN**

**Version 10/14 of the Sample Plan Document includes the following changes:**

**Added 4.02(h) – Cancellation due to reduction in hours of service**

**Added 4.02(i) – Cancellation due to enrollment in a Qualified Health Plan**

*The attached plan document and adoption agreement are being provided for illustrative purposes only. Because of differences in facts, circumstances, and the laws of the various states, interested parties should consult their own attorneys. This document is intended as a guide only, for use by local counsel.*



**SECTION 125 FLEXIBLE BENEFIT PLAN  
ADOPTION AGREEMENT**

*The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:*

**A. EMPLOYER INFORMATION**

**Name of Employer:** Cameron University  
**Address:** 2800 W Gore Blvd  
Lawton, OK 73505  
**Employer Identification Number:** 73-6017987  
**Nature of Business:** Public School  
**Name of Plan:** Cameron University Flexible Benefit Plan  
All Employees  
**Plan Number:** 504

**B. EFFECTIVE DATE**

**Original effective date of the Plan:** November 1, 1988  
**If Amendment to existing plan,  
effective date of amendment:** January 1, 2016

**C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION**

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

**Length of Service:** First day of the month following employment

**Retiree Wording:** N/A

**Minimum Hours:** All employees with 17.5 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.

**Age:** Minimum age of 18 years.

**D. PLAN YEAR**

The current plan year will begin on January 1, 2016 and end on December 31, 2016. Each subsequent plan year will begin on January 1 and end on December 31.

**E. EMPLOYER CONTRIBUTIONS**

**Non-Elective Contributions:**

The maximum amount available to each Participant for the purchase of elected benefits with non-elective contributions will be:

The maximum amount available to each Participant for the purchase of elected Group Medical Insurance benefits with non-elective contributions will be \$2,700.

The Employer may at its sole discretion provide a non-elective contribution to provide Group Medical Insurance benefits for each Participant under the Plan. Such contribution will not be available for providing any other benefit under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. In the event that the Participant provides to the Employer confirmation and adequate documentation that he or she is covered by group medical insurance other than the group medical plan sponsored by the Employer, the amount of the non-elective contribution amount will be paid to the Participant as taxable cash.

**Elective Contributions  
(Salary Reduction):**

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

\$15000.00 per plan year.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

**F. AVAILABLE BENEFITS:** Each of the following components should be considered a plan that comprises this Plan.

- 1. Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**Blue Cross Blue Shield**

**American Fidelity Assurance Company  
Accident and Hospital Indemnity**

Eligibility Requirements for Participation, if different than Item C.

- 2. Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

**American Fidelity Assurance Company**

Eligibility Requirements for Participation, if different than Item C.

- 3. Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**American Fidelity Assurance Company  
C-4 and subsequent plans**

Eligibility Requirements for Participation, if different than Item C.

- 4. Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**Vision Service Plan  
Group #12168621**

**Delta Dental**

Eligibility Requirements for Participation, if different than Item C.

- 5. Group Life Insurance** which will be comprised of Group term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, may exceed \$50,000.

**American Fidelity Assurance Company  
5 Year Term**

Eligibility Requirements for Participation, if different than Item C.

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - **\$0.00** per Plan Year

Maximum Contribution - **\$5000.00** per Plan Year

Recordkeeper: American Fidelity Assurance Company

Eligibility Requirements for Participation, if different than Item C.

N/A

7. **Medical Expense Reimbursement Plan** -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - **\$300.00** per Plan Year or a Prorated Amount for a Short Plan Year

Maximum Coverage - **\$2550.00** per Plan Year or a Prorated Amount for a Short Plan Year

Recordkeeper: American Fidelity Assurance Company

Restrictions: As outlined in Policy G-905/R1.

**Grace Period: The Provisions in Section 8.06 of the Plan to permit a Grace Period of 70 days with respect to the Medical Expense Reimbursement Plan are elected.**

**Carryover: The Provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan are not elected.**

Eligibility Requirements for Participation, if different than Item C.

- 8. Health Savings Accounts** – The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – **As designated by the employee and mutually agreed upon by the employer.**

Maximum Contribution – **indexed annually by the IRS.**

Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

**Dental and Vision**

Eligibility Requirements for Participation, if different than Item C.

- a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).
- b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a \$0.00 balance on the last day of the plan year).
- c. An Employee's eligibility for the Health Savings Account shall be determined monthly.



**The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of Oklahoma. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.**

**This Plan is hereby adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

**Cameron University - 504  
(Name of Employer)**

**Witness: \_\_\_\_\_**

**By: \_\_\_\_\_**

**Title: \_\_\_\_\_**

**Title: \_\_\_\_\_**

**APPENDIX A**

**Related Employers that have adopted this Plan**

**Name(s):**

**THIS DOCUMENT IS NOT COMPLETE WITHOUT SECTIONS I THROUGH XIII**

**PD – 10/14 Document ID # 86621 MCP #13370 Effective Date: 6/13/16 2:57 PM**

**SECTION 125 FLEXIBLE BENEFIT PLAN**

**SECTION I**

**PURPOSE**

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

**SECTION II**

**DEFINITIONS**

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

- 2.01 **Administrator** The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).
- 2.02 **Beneficiary** Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.
- 2.02a **Carryover** The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) five hundred dollars (\$500), except that in no event may the Carryover be less than five dollars (\$5).
- 2.03 **Code** Internal Revenue Code of 1986, as amended.
- 2.04 **Dependent** Any of the following:
- (a) Tax Dependent: A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2), and (d)(1)(B) thereof, and (ii) includes any child of the Participant to whom

Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

- |      |                              |   |
|------|------------------------------|---|
| 2.05 | <b>Effective Date</b>        | The effective date of this Plan as shown in Item B of the Adoption Agreement.                                   |
| 2.06 | <b>Elective Contribution</b> | The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected. |

2.07	<b>Eligible Employee</b>	Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
2.08	<b>Employee</b>	Any person employed by the Employer on or after the Effective Date.
2.09	<b>Employer</b>	The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
2.10	<b>Employer Contributions</b>	Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
2.11	<b>Entry Date</b>	The date that an Employee is eligible to participate in the Plan.
2.12	<b>ERISA</b>	The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
2.13	<b>Fiduciary</b>	The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
2.14	<b>Health Savings Account</b>	A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
2.15	<b>HSA Trustee</b>	The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
2.16	<b>Highly Compensated</b>	Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
2.17	<b>High Deductible Health Plan</b>	A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
2.18	<b>HIPAA</b>	The Health Insurance Portability and Accountability Act of 1996, as amended.
2.19	<b>Insurer</b>	Any insurance company that has issued a policy pursuant to the terms of this Plan.
2.20	<b>Key Employee</b>	Any Participant who is a "key employee" as defined in Section 416(i) of the Code.

- 2.21 **Non-Elective Contribution** A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
- 2.22 **Participant** An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
- 2.23 **Plan** The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
- 2.24 **Plan Year** The Plan Year as specified in Item D of the Adoption Agreement.
- 2.25 **Policy** An insurance policy issued as a part of this Plan.
- 2.26 **Preventative Care** Medical expenses which meet the safe harbor definition of “preventative care” set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.
- 2.27 **Recordkeeper** The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.
- 2.28 **Related Employer** Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

### **SECTION III**

#### **ELIGIBILITY, ENROLLMENT, AND PARTICIPATION**

- 3.01 **ELIGIBILITY:** Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item F, an Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.
- 3.02 **ENROLLMENT:** An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and

shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

3.03 TERMINATION OF PARTICIPATION: A Participant shall continue to participate in the Plan until the earlier of the following dates:

- a. The date the Participant terminates employment by death, disability, retirement or other separation from service; or
- b. The date the Participant ceases to work for the Employer as an eligible Employee; or
- c. The date of termination of the Plan; or
- d. The first date a Participant fails to pay required contributions while on a leave of absence.

3.04 SEPARATION FROM SERVICE: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

3.05 QUALIFYING LEAVE UNDER FAMILY LEAVE ACT: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

## **SECTION IV**

### **CONTRIBUTIONS**

4.01 EMPLOYER CONTRIBUTIONS: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer

Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.

4.02 **IRREVOCABILITY OF ELECTIONS:** A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:

(a) **Change in Status.** A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:

- (1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
- (2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
- (3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
- (4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
- (5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.

(b) **Special Enrollment Rights.** If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a

children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

- (c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.
- (d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.
- (e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.
- (f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.
- (g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.
- (h) Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
  - (i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to



- average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and
- (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.
- (i) Cancellation due to enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
- (i) The Participant is eligible for a Special Enrollment Period (as as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan(as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
  - (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled.

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

- (a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.
- (b) Significant curtailment of coverage.

- (i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.
- (ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.
- (c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.
- (d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.
- (e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.

4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.

4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.

4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

**SECTION V**

**GROUP MEDICAL INSURANCE BENEFIT PLAN**

- 5.01 PURPOSE: These benefits provide the group medical insurance benefits to Participants.
- 5.02 ELIGIBILITY: Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 5.05 COBRA: To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.
- 5.06 SECTION 105 AND 106 PLAN: It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.
- 5.07 CONTRIBUTIONS: Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.
- 5.08 UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT: Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

**SECTION VI**

**DISABILITY INCOME BENEFIT PLAN**

- 6.01 PURPOSE: This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.
- 6.02 ELIGIBILITY: Eligibility will be as required in Item F(2) of the Adoption Agreement.
- 6.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.

- 6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

## **SECTION VII**

### **GROUP AND INDIVIDUAL LIFE INSURANCE PLAN**

- 7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.
- 7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.
- 7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.
- 7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.
- 7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

## **SECTION VIII**

### **MEDICAL EXPENSE REIMBURSEMENT PLAN**

- 8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.
- 8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

8.03 TERMS, CONDITIONS, AND LIMITATIONS:

- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- b. Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.
- c. Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the ninetieth (90th) day following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.
- e. Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.
- f. COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ("COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of

desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

- g. Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.
- h. Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.
- i. Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).
- j. Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.
- k. Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:
  - the date that is one year after the first day of the medically necessary leave of absence; or
  - the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, “medically necessary leave of absence” means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to apply. The physician’s certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

8.04 ELIGIBLE MEDICAL EXPENSES:

- (a) Eligible Medical Expense in General. The phrase ‘Eligible Medical Expense’ means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan. Further, notwithstanding the above, effective January 1, 2011, only the following drugs or medicines will constitute Eligible Medical Expenses:
  - (i.) Drugs or medicines that require a prescription;
  - (ii.) Drugs or medicines that are available without a prescription (“over-the-counter drugs or medicines”) and the Participant or Dependent obtains a prescription; and
  - (iii.) Insulin.
- (b) Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant’s Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.
- (c) Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).
- (d) Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards (“Debit Cards”) for reimbursement of Eligible Medical Expenses (other than over-the-counter drugs or medicines) under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply. However, beginning January 1, 2011, a Debit Card may not be used to purchase drugs or medicines over-the-counter.

- a. Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:
- (i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.
  - (ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.
- b. Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.
- c. Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:
- (i) First, upon the Recordkeeper's identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.
  - (ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.
  - (iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.
  - (iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.
  - (v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.
- d. Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of



such cards set forth in Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

- 8.06 **GRACE PERIOD:** If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending 70 days after the end of the immediately preceding Plan Year to which it relates. Eligible Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.
- 8.07 **CARRYOVER:** If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.

## **SECTION IX**

### **DEPENDENT CARE REIMBURSEMENT PLAN**

- 9.01 **PURPOSE:** The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.
- 9.02 **ELIGIBILITY:** The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.
- 9.03 **TERMS, CONDITIONS, AND LIMITATIONS:**
- a. **Accounts.** The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.

- b. Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.

For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be \$250 per month in the case of one Dependent and \$500 per month in the case of two or more Dependents.

- c. Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the ninetieth (90th) day following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.
- e. Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.
- f. Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

9.04 DEFINITIONS:

- a. "Dependent" (for purposes of this Section IX) means any individual who is:
  - (i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or

- (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.
- b. "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:
- (i) provides care for more than six individuals (other than individuals who reside at the facility);
  - (ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
  - (iii) satisfies all applicable laws and regulations of a state or unit of local government.
- c. "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:
- (i) incurred for the care of a Dependent of the Participant or for related household services;
  - (ii) paid or payable to a Dependent Care Service Provider; and
  - (iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.
- "Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.
- d. "Dependent Care Service Provider" (for purposes of this Section IX) means:
- (i) a Dependent Care Center, or
  - (ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

## **SECTION X**

### **HEALTH SAVINGS ACCOUNTS**

10.01 PURPOSE: If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.

10.02 BENEFITS: A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.

10.03 TERMS, CONDITIONS AND LIMITATION:

- a. Maximum Benefit. The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.
- b. Mid-Year Election Changes. Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.

10.04 RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN: If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.

10.05 NO ESTABLISHMENT OF ERISA PLAN: It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not "employee welfare benefit plans" for purposes of Title I of ERISA.

## **SECTION XI**

### **AMENDMENT AND TERMINATION**

11.01 AMENDMENT: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.

11.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

## **SECTION XII**

### **ADMINISTRATION**

- 12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.
- 12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.
- 12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:
- a. General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.
  - b. Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.
  - c. Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.
- 12.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.
- 12.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.
- 12.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate.

The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.

- 12.07 RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION: The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.
- 12.08 CLAIM FOR BENEFITS: To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.
- 12.09 GENERAL CLAIMS REVIEW PROCEDURE: This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.
- a. Initial Claim for Benefits. Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

- b. Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and

shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.

- c. Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

- a. Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;
2. reference to the specific Plan provision on which the denial is issued;
3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and
4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.

- b. Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

c. Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,
2. The specific Plan provision(s) on which the decision is based,
3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,
4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and
5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:



- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;
- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;
- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, “PHI” is “Protected Health Information” as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of “Protected Health Information” in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

### **SECTION XIII**

#### **MISCELLANEOUS PROVISIONS**

- 13.01 **INABILITY TO LOCATE PAYEE:** If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.

- 13.02 FORMS AND PROOFS: Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.
- 13.03 NO GUARANTEE OF TAX CONSEQUENCES: Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.
- 13.04 PLAN NOT CONTRACT OF EMPLOYMENT: The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.
- 13.05 NON-ASSIGNABILITY: No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.
- 13.06 SEVERABILITY: If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.
- 13.07 CONSTRUCTION:
- a. Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.
  - b. Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.
- 13.08 NONDISCRIMINATION: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.
- 13.09 ERISA. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

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### **3.4— INTERNAL AUDIT CHARTER**

#### **3.4.1. MISSION**

The mission of the Internal Audit is to assist management and staff of the universities under the governance of the University of Oklahoma Board of Regents in the effective discharge of its responsibilities by providing them and the Board with independent and objective analysis, appraisals, recommendations, and pertinent comments with reference to:

- the adequacy and effectiveness of the internal control structure,
- the safeguarding of assets,
- compliance with applicable laws, regulations and university policies, and
- the achievement of management's objectives.

#### **3.4.2 DEFINITION OF INTERNAL AUDITING**

Internal auditing is an independent, objective assurance and consulting activity designed to add value and improve an organization's operations. It helps an organization accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes.

#### **3.4.3 AUTHORITY AND ORGANIZATION**

Oklahoma law provides that the University of Oklahoma Board of Regents ('the Board') shall establish an internal audit function that employs a sufficient number of internal auditors to meet the Board's fiduciary responsibilities.

The internal audit function shall be responsible to the Board and the University Presidents. The Chief Audit Executive will report functionally to the Board and administratively (i.e. day-to-day operations) to the President.

University of Oklahoma Internal Audit ('Internal Audit') will govern itself by adherence to the Institute of Internal Auditors' guidance including the *Definition of Internal Auditing*, the *Code of Ethics*, and the *International Standards for the Professional Practice of Internal Auditing*.

The Chief Audit Executive is authorized by the Board to direct a broad, comprehensive program of internal auditing throughout the universities under the governance of the Board ('universities'). This includes University of Oklahoma activities in Norman, Oklahoma City and Tulsa, and activities at Cameron University, Rogers State University and at any other locations for which the Board has responsibility.

CAMERON UNIVERSITY

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Internal Audit will determine whether the universities' control, risk management, and governance processes, as designed and implemented by management, are adequate and functioning. In order to accomplish these objectives, the Chief Audit Executive and the Internal Audit staff are authorized by the Board and the President to have full, free, and unrestricted access to all the universities' functions, records, property, and personnel. In the event any officer, agent, or employee of the universities shall fail to co-operate fully with the Chief Audit Executive or shall otherwise hinder or prevent or attempt to hinder or prevent any audit, the Chief Audit Executive shall immediately and simultaneously report the same to the President and to the Finance and Audit Committee of the Board. Under Oklahoma law, any person who alters or destroys records needed for the performance of an audit or causes or directs a subordinate to do such acts shall be guilty of a felony punishable by imprisonment and/or a fine, and also subject to immediate removal from office or employment.

The Board shall:

- With the advice of the President, appoint and terminate the Chief Audit Executive
- Approve the Internal Audit Charter
- Annually, review and approve the plan of work to be performed by Internal Audit
- Quarterly, receive communications from the Chief Audit Executive on the internal audit activity relative to the plan and other matters.
- Make enquiries of management and the Chief Audit Executive regarding scope and resources.

#### **3.4.4 INDEPENDENCE AND OBJECTIVITY**

The Chief Audit Executive and Internal Audit staff will have no direct operational responsibility or authority over the activities audited. Accordingly, they will not implement internal controls, develop procedures, install systems, prepare records, or engage in any other activity that may impair independent and objective judgment.

To permit the maintenance of a fully independent and objective approach, the internal audit activity will remain free from interference by any element in the organization, including matters of audit selection, scope, procedures, frequency, timing, or report content.

Internal auditors will exhibit professional objectivity in gathering, evaluating, and communicating information about the activity or process being examined. Internal auditors will make a balanced assessment of all the relevant circumstances and not be unduly influenced by their own interests or by others in forming judgments.

The Chief Audit Executive will confirm to the Board, at least annually, the organizational independence of the internal audit activity.

**3.4.5 RESPONSIBILITIES**

The Chief Audit Executive will have the responsibility for the direction, personnel, budget, and day-to-day operation of the internal audit function.

Internal Audit shall:

- Develop a risk analysis to identify the higher risk activities of the universities.
- Annually prepare and submit a risk-based Audit Plan for review by the Finance and Audit Committee and approval by the Board.
- In accordance with the annual Audit Plan, perform audits that review and evaluate internal controls and the quality of ongoing operations to help ensure management compliance with laws and regulations, university and departmental policies, plans and procedures.
- Prepare an Audit Report for each audit that will comment on the adequacy of internal controls and recommend action for management to correct any deficiencies. Obtain a written response from management with an agreed timetable for corrective action.
- Submit a copy of each final Audit Report to the President, and to the Vice President for University Governance for distribution to the Board, and to the executive officer responsible for the audited activity and appropriate administrative personnel. The Regents shall have the opportunity to discuss reports with the Chief Audit Executive.
- Perform follow-up procedures to ensure that recommended corrective action has been implemented. Report to the Finance and Audit Committee instances where recommendations have not been fully implemented by management after a reasonable period of time.
- Submit quarterly activity reports to the Finance and Audit Committee that summarize audit work performed.
- Report annually on the adequacy of the internal control structure for the universities according to the audit work carried out during the year.
- Conduct special reviews and consulting services as directed by the Presidents or the Board. Special reviews and consulting services requested by departmental management may be performed at the discretion of the Chief Audit Executive.
- Investigate reported or suspected acts of theft, fraud, or misuse, abuse or misappropriation of resources, and report to the Finance and Audit Committee accordingly.

- Serve as facilitator and coordinator for federal, state, and other external audit agencies. External audit agencies shall contact the Chief Audit Executive for entrance and exit audit conferences.

### **3.4.6 QUALITY ASSURANCE AND IMPROVEMENT PROGRAM**

Internal Audit will maintain a quality assurance and improvement program. The program will include an evaluation of the conformance of the activities of Internal Audit with the Institute of Internal Auditors' *Definition of Internal Auditing* and the *International Standards for the Professional Practice of Internal Auditing* and an evaluation of whether internal auditors apply the *Code of Ethics*. The program will also assess the efficiency and effectiveness of the internal audit activity and identify opportunities for improvement.

The Chief Audit Executive will communicate to senior management and the Board on the internal audit activity's quality assurance and improvement program, including results of ongoing internal and external assessments.

### **3.4.7 FRAUD**

University employees have a duty to report instances of suspected theft, fraud, or misuse of funds to Internal Audit or via the University Fraud Reporting Hotline. Internal Audit will coordinate internal investigations with the appropriate university officials (e.g., Office of Legal Counsel, Campus Police, the Compliance Office, university officers, and/or departmental personnel). The responsibility of the Chief Audit Executive and Internal Audit with regard to fraud investigation is set out in the Fraud Prevention, Reporting and Whistleblower Policy.

### **3.4.8 FRAUD PREVENTION, REPORTING, AND WHISTLEBLOWER PROTECTION POLICY**

The University prohibits fraudulent and dishonest behavior in the conduct of University business. It is the policy of the University to prevent, deter, and detect dishonest and fraudulent activities and consistently investigate suspected fraud. For the purposes of this policy, fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act upon it. Fraudulent activities may include, but are not limited to:

- Misappropriation of University property or other fiscal irregularities;
- Intentional misrepresentation in, or forgery or inappropriate alteration of, any document used for University business, including, but not limited to: checks, promissory notes, or securities; purchasing and procurement materials; employee benefit or salary-related items such as time sheets, billings, claims, assignments, or changes in beneficiary; records relating to health; student-related items, such as grades, transcripts, loans, or fee/tuition documents; and
- Willful and unauthorized destruction of records, property, or equipment with the intent to conceal evidence of fraud, dishonest behavior, or irregularities in the conduct of University business.

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Fraud detected or suspected by a University employee must be reported immediately to the University's Internal Audit or the University Fraud Reporting Hotline. **University employees are prohibited from taking any retaliatory action against an individual for good faith reporting, or causing to be reported, suspected fraud.** Any person who has been subjected to retaliation in violation of this policy should notify any of the following responsible offices: Internal Audit, Legal Counsel, the University President, or the Board of Regents. If confirmed, retaliation in violation of this policy shall result in appropriate disciplinary action, up to and including termination.

The Chief Audit Executive shall be responsible for managing investigations in response to reports of fraud, except when a real or reasonably perceived conflict of interest could compromise the validity of an investigation, as determined by the President of the University or the Board of Regents, in consultation with the General Counsel. In cases where a report of fraud implicates specialized subject matter or an area in which the University has established investigatory or review procedures (e.g., Academic Integrity, Compliance, Ethics in Research, Institutional Equity), the matter should be referred accordingly unless, as determined by the Chief Audit Executive in consultation with the General Counsel, such a referral is not in the best interest of the University.

Investigations of suspected fraud shall, to the extent reasonably practicable and to the extent permitted by law, be conducted in a manner that protects both the participants in an investigation and the reputation of the person(s) who are the subject of an investigation. If an investigation reveals evidence that supports a finding of fraud, the investigative report shall be referred to the executive officer over the area, the President, and/or the Board of Regents for corrective action. Corrective action may include, but is not limited to, disciplinary action against the perpetrator and/or adjustments to policies, procedures, or controls, or referral to law enforcement.

The Chief Audit Executive is empowered to 1) make recommendations to academic and administrative units to promote fraud prevention and deterrence, 2) adopt procedures consistent with generally accepted standards of fraud investigation to govern its conduct of fraud investigations, 3) manage the appropriate referral of reports.



COURSE ADDITIONS

<u>Prefix /Number</u>	<u>Title</u>
MUSC 1150-1	Guitar Ensemble
PSY 1123	Theoretical Survey of Psychology
PSY 3443	Writing In Psychology
PSY 3453	Quantitative Analysis and Interpretation

COURSE MODIFICATION

<u>Prefix /Number</u>	<u>Title</u>	<u>Comments</u>
BUS 2903	Capstone for Associate in Business	Change in title and description
COMM 1113	Principles of Communication	Change in description and content
FIN 4453	Porfolio Management I	Change in title and description
FIN 4553	Porfolio Management II	Change in title, description, and prerequisites
FIN 5863	Advanced Portfolio Management I	Change in title and description
FIN 5873	Advanced Portfolio Management II	Change in title, description, and prerequisites
HIST 4773	Methods of Teaching Social Studies	Change in prerequisites
MGMT 3613	Production and Operations Management	Change in title and description
MGMT 4033	Case Study in Small Business	Change in title, description, and prerequisites
MGMT 4443	Project Management	Change in description and prerequisites
MUSC 1033	World Music in Culture	Change in description
PSY 2113	History of Psychology	Change in prerequisites

**EXHIBIT V**

PSY	3363	Psychology of Early Childhood	Change in title, description, and content
PSY	3373	Psychology of Middle Childhood and Adolescence	Change in title, description, and content
PSY	3413	Psychology of Learning	Change in prerequisites
PSY	3423	Applied Quantitative Methods	Change in prerequisites
PSY	4363	Abnormal Psychology	Change in prerequisites
PSY	4393	Personality	Change in description and prerequisites
PSY	4423	Experimental Psychology	Change in prerequisites, number, and level
PSY	4433	Psychological Research	Change in prerequisites
PSY	4443	Biopsychology	Change in prerequisites
PSY	4453	Professional Research in Psychology	Change in prerequisites

# Academic Policies and Procedures Manual

## Rogers State University



January 2013

Updated June 2016

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[Table of Contents will be updated upon adoption]

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## INTRODUCTION

The *Academic Policies and Procedures Manual* serves as a reference for University faculty and is a supplement to the *Personnel Policies and Procedures Manual* and the *Board of Regents Policy Manual*. This Manual is intended for informational purposes only and does not constitute an employment contract. It contains information about employment conditions, opportunities, policies, and procedures. It is to be used as a working guide throughout employment at Rogers State University (RSU). In the event of a conflict between this Manual and the *Personnel Policies and Procedures Manual*, the *Academic Policies and Procedures Manual* controls, as to faculty issues. In the event of a conflict between this Manual and the *Board of Regents Policy Manual*, the *Board of Regents Policy Manual* controls. While policies and procedures have been established to provide guidance for University administrators and employees, the policies herein shall not be construed to limit or abrogate the rights of Rogers State University or its employees under the employment-at-will relationship.

In the event of disagreement or misunderstanding of any item presented in this manual, the official interpretation rests with the President of Rogers State University, or if the item is a Board of Regents' policy, with the Board of Regents.

The University retains the right to revise or update any of the provisions in this Manual at any time. Any portion of this Manual which is determined to be invalid is severable from the other policies and statements in the Manual and does not invalidate the entire Manual.

For purposes of this document, references to Rogers State University, RSU, the University, and the Institution should be considered one and the same.

The State of Oklahoma is an at-will employer, and the University, as a constitutionally created entity of higher education of the State, also employs at-will. The contents included in this manual in no way modify or amend the right of the University as an at-will employer in originating or terminating employment of human resources. At-will employment is for no specified term and is terminable at the will of either the employee or employer. Further, promises or representations made by anyone concerning the conditions of employment, express or implied, do not negate the right of the University to terminate employment at any time, with or without cause.

All references to "Board" listed in this manual refer to the Board of Regents of The University of Oklahoma unless specified otherwise.

The University, in compliance with all applicable federal and state laws and regulations, does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identity, gender expression, age, religion, political beliefs, disability, or status as a veteran in any of its policies, practices, or procedures. This includes, but is not limited to, admissions, employment, financial aid, and education services.

### 1.1 GOVERNANCE

The Oklahoma State Regents for Higher Education coordinate the Oklahoma State System of Higher Education, including all Oklahoma institutions of higher education supported wholly or in part by legislative appropriation. The board's nine members are appointed by the Governor with



the approval of the Oklahoma Senate for nine-year terms, one expiring each year. This board has broad powers to determine courses of study, establish standards, confer degrees and other forms of academic recognition for the completion of prescribed courses, present to the legislature the budget recommendations of each state institution, and allocate funds to these institutions.

The official governing body of Rogers State University is the Board of Regents of the University of Oklahoma. The Board of Regents is comprised of seven citizens appointed by the Governor with the advice and consent of the State Senate. Each Regent serves a seven-year term. This Board acts upon personnel, operations, and financial matters submitted by the University President.

## **1.2 ACCREDITATION**

Rogers State University is accredited by the Higher Learning Commission.

## **1.3 MISSION**

### **1.3.1 Mission Statement and Objectives**

Our mission is to ensure students develop the skills and knowledge required to achieve professional and personal goals in dynamic local and global communities.

Our objectives, which support the RSU mission, are as follows:

1. To provide quality associate, baccalaureate, and graduate degree opportunities and educational experiences which foster student excellence in oral and written communications, scientific reasoning, and critical and creative thinking.
2. To promote an atmosphere of academic and intellectual freedom and respect for diverse expression in an environment of physical safety that is supportive of teaching and learning.
3. To provide a general liberal arts education that supports specialized academic programs and prepares students for lifelong learning and service in a diverse society.
4. To provide students with a diverse, innovative faculty dedicated to excellence in teaching, scholarly pursuits, and continuous improvement of programs.
5. To provide University-wide student services, activities, and resources that complement academic programs.
6. To support and strengthen student, faculty, and administrative structures that promote shared governance of the institution.
7. To promote and encourage student, faculty, staff, and community interaction in a positive academic climate that creates opportunities for cultural, intellectual, and personal enrichment for the University and the communities it serves.

### **1.3.2 Mission and Outcomes for General Education**

#### **Mission of General Education:**

General Education at Rogers State University provides a broad foundation of intellectual

skills, knowledge, and perspectives to enable students across the University to achieve professional and personal goals in a dynamic local or global society.

### **General Education Outcomes:**

Acknowledging that critical and creative thinking are encouraged by all of the following, the specific student outcomes for General Education are to:

1. Acquire and evaluate information
2. Analyze and integrate knowledge
3. Develop perspectives and an understanding of the human experience
4. Communicate effectively

## **2.1 UNIVERSITY ORGANIZATION**

Within the University community are three primary stakeholders which cooperatively govern day-to-day affairs of the University and in both individual and representative capacities act as recommending and advisory bodies to the Board of Regents. Those three stakeholders include the University Administration, Faculty, and Student Body.

- a. **The University Administration** is headed by the **University President**, who is the chief executive officer of the University and is directly responsible to the Board of Regents for all operations of the University. Other administrators assist the President with the management of University affairs. The Board of Regents encourages faculty, administrators, and students to make recommendations to the President regarding policy improvements and requires appropriate faculty counsel regarding recommendations for appointments, promotions, discontinuances, and retirement of faculty.
- b. **The Regular Faculty** of the University is composed of all faculty members with regular appointments including tenured, tenure track, and non-tenure track at the ranks of Instructor, Assistant Professor, Associate Professor, and Professor. The faculty shall fulfill its duties through academic departments and/or schools, University committees, various standing committees of the Faculty Senate, and, when appropriate, through ad hoc committees from the faculty. The faculty is to be concerned with the welfare of the academic community and has a responsibility to participate in the development of policies, regulations, and procedures concerning the whole University.
- c. **The Student Body** of Rogers State University consists of all students currently enrolled at the University.

### **2.1.1.Campus Executive and Representative Bodies**

- a. **The Executive Council** is not a formally designated body but acts as the President's cabinet and is composed of administrators appointed by the President. The members meet regularly as a coordinating executive team.
- b. **The Faculty Senate** is established to express the Senate's views and make

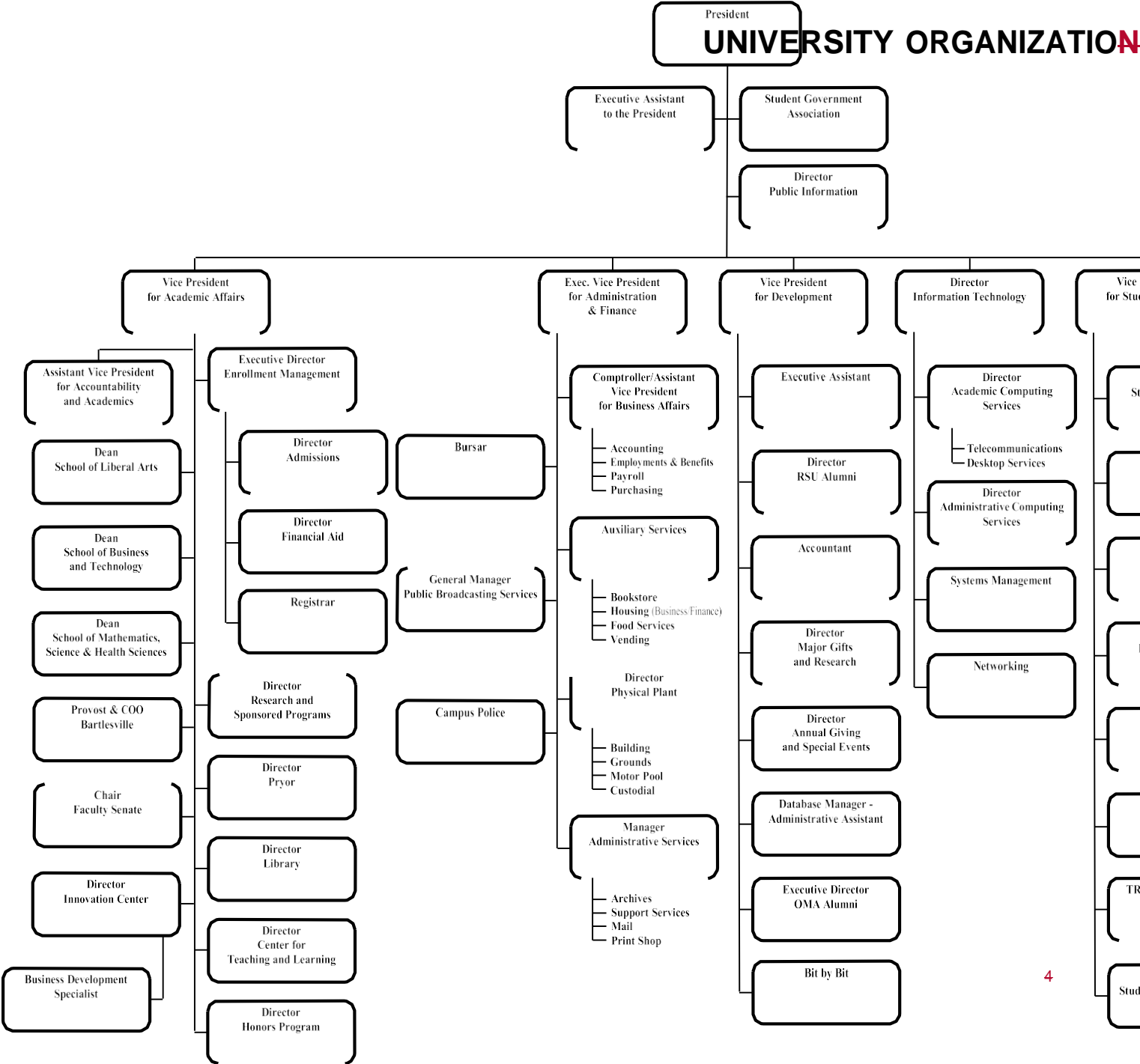
appropriate advisory recommendations to the University administration. The Senate studies matters it believes to be of significant importance to the faculty.

**c.** **The Student Government Association** is a representative organization of the Student Body whose mission is to represent, lead, and unify the Student Body; to decide and recommend for the students upon any matter involving student interests; and to promote common understanding among students, faculty, and administration while protecting the individual rights of students. Officers of the Student Government Association are elected by the Student Body and include the President, Vice President, and Treasurer.

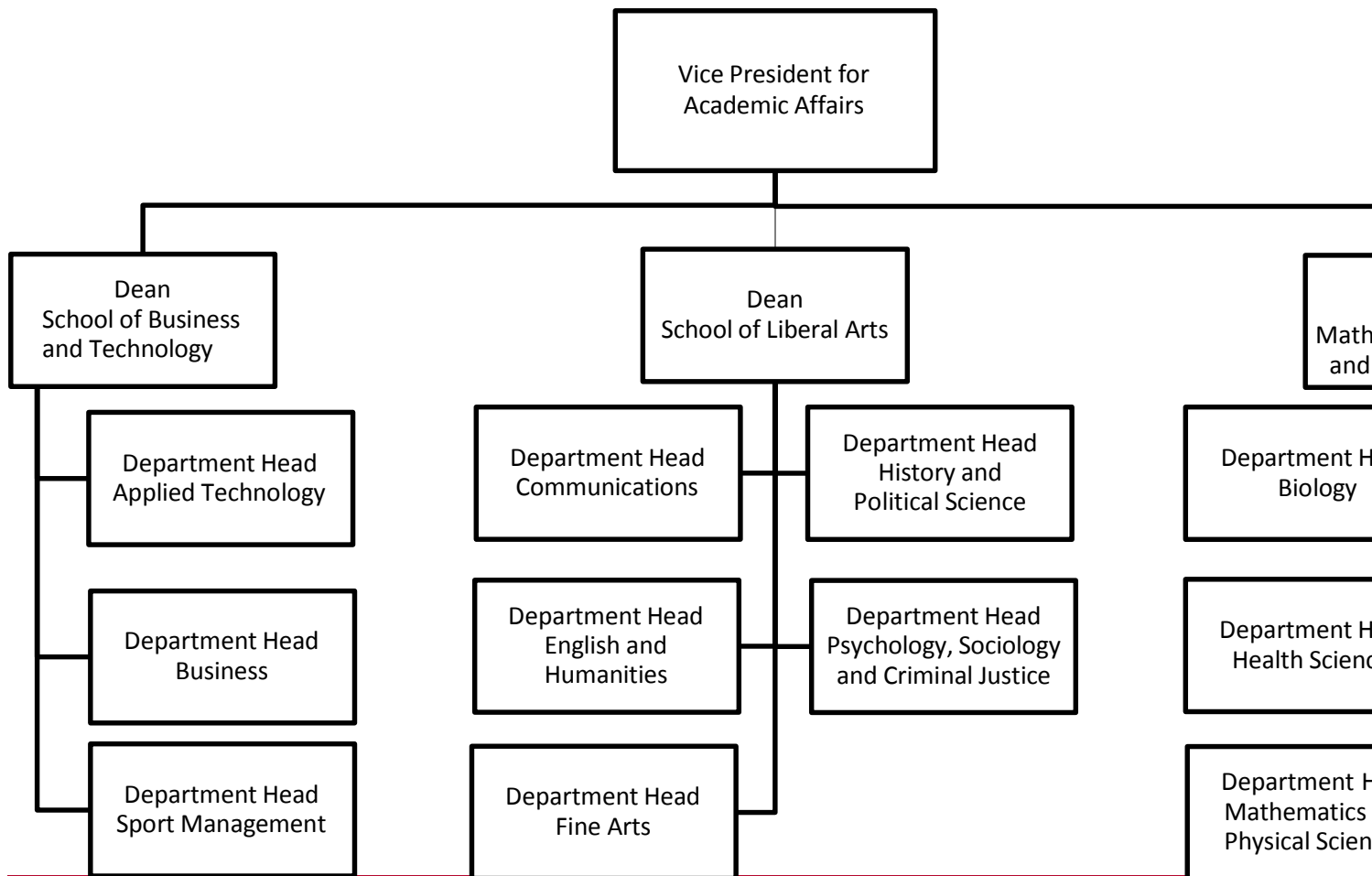
**d.** The **Staff Advisory Council** of Rogers State University represents the administrative, professional, and staff of the University. The council makes policy recommendations, communicates and shares staff concerns, recommends changes to university practices, and provides administrative support to the University.

ORGANIZATION

UNIVERSITY ORGANIZATION



## 2.2 ACADEMIC ORGANIZATION



### 2.2.1 VICE PRESIDENT OF ACADEMIC AFFAIRS

The Vice President for Academic Affairs (“VPAA”) is the University’s chief academic officer charged with daily responsibility for the accomplishment of student learning, scholarly activity, and service as components of the University’s mission. The VPAA works closely with the President on academic matters.

A primary responsibility of the VPAA is to create and sustain a University environment conducive to teaching and learning and to student and faculty development. Therefore the VPAA must be considered to be accountable to the faculty and students as well as to the President and the Board of Regents.

### 2.2.3.School and Departmental Organization

- a. School Administration/Organization:** To accomplish its academic mission, the University is divided into schools with a Dean as the chief administrative officer. The Dean is responsible for an administrative organization designed to meet the particular needs of the school. Staff requirements to support school activities will vary in composition and assignments unique to the school’s mission and goals. Departmental organizations will be used to support educational programs with similar goals and objectives. Faculty members shall be solicited to serve on committees and complete tasks supporting the mission and goals of the department, school, and University. The Dean shares (or delegates) many of

the specific responsibilities outlined in this policy statement with school staff and the chairs/directors of the separate departments. In schools not divided into separate departments, the school organization is similar to departmental organization.

**b. Departmental Administration**

An academic department is administered by a chair. The chair provides leadership in matters of policy determined by the Regular Faculty members of the department, operating within guidelines provided by the Board of Regents, University administrative officers, and the school. In schools not divided into departments, the school faculty is the equivalent of the departmental faculty, and the Dean performs the duties and functions of the chair.

## **2.3 UNIVERSITY COMMITTEES**

### **2.3.1 STANDING COMMITTEES**

Faculty membership on standing University committees will be determined on a yearly basis by the Faculty Senate's Committee on Committees (hereinafter the "Committee") in accordance with these broad philosophical guidelines: each School will be represented on each committee, except as specified in the following descriptions; each faculty member will be allowed to express preferences for membership on committees; each faculty representative will be a full-time faculty member (Department Heads are eligible for appointment); faculty will serve on no more than two University committees. Service on a University, school or department committee is an important component of service to the University.

Committees will select a day and time for their meetings. Any faculty not able to meet at a time or place agreed upon by the majority will ask their dean or senator to recommend another person to the committee and inform the Faculty Senate.

Membership on committees is three years. To facilitate scheduling, all terms for a given School will expire in rotation. At the first meeting of each year, the committee members will select a chair, secretary, and other officers as they deem appropriate.

Each committee chair will ensure that correct procedures are followed, based upon *Robert's Rules of Order* and will forward minutes to the Secretary of the Faculty Senate, and to the university webmaster.

#### **Selection Procedure**

University committee assignments for the following academic year will be made in the spring. Faculty hired subsequent to the process will be assigned membership in the fall.

- In February, the Senate will ask each faculty member for a statement on which committee(s) he/she prefers membership.
- In March, the "Committee" will meet to select members for University committees, basing that selection on its own guidelines (see below) and on the skills, experience, expertise, and preferences of the faculty member and the needs of each committee.
- Between April 15 and May 1, members of committees will be notified of seating in writing.

#### **2.3.1.1 Academic Policies Review Committee**

Function: Receive, initiate and review all academic policies, including those contained in the *Academic Policies and Procedures Manual*.

Membership: At least six appointed senior School faculty, ideally three Faculty Senate members.

Recommendations: Through the Faculty Senate to the Vice President for Academic Affairs.

Meetings: Per 2.3.1 above.

#### **2.3.1.2 Assessment Committee**

Function: Design and implement an assessment process that will ensure quality instruction.

Membership: A representative from each department and the Assistant Vice President for Accountability and Academics, who will serve as ex-officio member of the committee.

Recommendations: Through the Faculty Senate to the Vice President for Academic Affairs.

Meetings: Per 2.3.1 above.

#### **2.3.1.3 University Curriculum Committee**

Function: Review and make recommendations regarding proposed curriculum and/or program changes.

Membership: A representative from each department. Faculty should be senior (at least five years at RSU) whenever possible.

Recommendations: To the Vice President for Academic Affairs.

Meetings: Per 2.3.1 above.

#### **2.3.1.4 Library Committee**

Function: Advise the Schools, Library Services, and the Vice President for Academic Affairs as to the library needs as they fit into the academic program, as to the development of library resources, and as to means of integrating the library function into a total University program.

Membership: At least six appointed School faculty and the Director of Library Services. The Director of Library Services will be a voting member of the committee.

Recommendations: Through the Faculty Senate to the Vice President for Academic Affairs.

Meetings: Per 2.3.1 above.

#### **2.3.1.5 Faculty Development Committee**

Function: Investigate, plan, and implement faculty activities in order to provide opportunities for the enhancement of teaching and professional skills.

Membership: At least six appointed School faculty and the Director for the Center for Teaching and Learning. The Director for the Center for Teaching and Learning will be a voting member of the committee.



Recommendations: Through the Faculty Senate to the Vice President for Academic Affairs.

Meetings: Per 2.3.1 above.

### **2.3.1.6 Committee on Student Conduct**

Function: Hear appeals of non-academic misconduct cases resulting in interim suspension, suspension, or expulsion. Issues concerning non-academic student conduct will be addressed in accordance with the provisions set forth in the *Student Code of Responsibilities and Conduct*, ~~Title 14,~~ Non-Academic Code of Conduct.

Any act by a properly constituted committee, where at least five members of the committee (one of whom must be a student except in matters involving gender-based misconduct) are present, will be binding.

Membership: The committee will be composed of three faculty members (including at least 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 Vice President for Student Affairs.

Recommendations: To the University President or as otherwise required by the *Student Code of Responsibilities and Conduct* or other policies.

Meetings: As called by the Vice President for Student Affairs.

### **2.3.1.7 Committee on Academic Integrity**

Function: Promote academic integrity by: 1) providing members to serve on the Academic Misconduct Board and the Grade Appeal Board (see Student Code Title 12 and Title 13), 2) consulting with faculty and students about matters pertaining to academic integrity; and 3) reviewing the Code of Academic Conduct and proposing changes as needed. Issues concerning Academic Integrity will be addressed in accordance with the provisions set forth in the Code of Academic Conduct.

Membership: Full-time faculty members, ~~two~~three from each School, and three students recommended by the Student Government Association and approved by the Vice President for Student Affairs

Recommendations: The Vice President for Academic Affairs is responsible for all forms, files, and administrative activities related to this Committee.

Meetings: As called by the Vice President for Academic Affairs.

### **2.3.1.8 Faculty Appellate Committee**

Function: Hear appeals from faculty members 1) whose application for promotion has been disapproved by the Vice President for Academic Affairs, or 2) who believe that tenure procedures were violated or 3) who appeal a pending severe sanction. The recommendation of the committee will be based on majority vote. The committee chair will have the right to vote only in order to break a tie.

Membership: Nine tenured faculty members, at least three-four from each School, appointed by the Faculty Senate. A quorum will be five members or a majority of qualified members of the committee.

Recommendations: To the Vice President for Academic Affairs.

Meetings: As needed to consider appeals filed by faculty.

### **2.3.1.9 Enrollment Management Committee**

Function: Make recommendations regarding policies and procedures related to marketing, recruitment, admissions, registration, financial aid, and retention.

Membership: At least three faculty as appointed by the Faculty Senate (one from each School), the ~~Executive Director of Enrollment Management~~ Vice President of Enrollment Management and Registrar, the Director of Admissions, the Director of Financial Aid, and one representative each from the Bartlesville and Pryor campuses as appointed by the senior campus officer. All will be voting members.

Recommendations: To the Vice President for Academic Affairs.

Meetings: Per 2.3.1 above.

### **2.3.1.10 Strategic Planning Committee**

Function: Design and implement a process to ensure the University identifies and maintains an optimal alignment with the most important elements of its environment. The strategic planning process will result in: 1) recommended basic short and long range goals for RSU, and 2) objectives to achieve the identified goals.

Membership: The President will appoint all members to the committee, including at least three full-time faculty members, with at least one per School, as recommended by the Faculty Senate.

Recommendations: To the University President

Meetings: As called by the President.

### **2.3.1.11 Academic Technology Committee**

Function: Make recommendations on the evaluation, acquisition, and use of technology in scholarship and instruction. The committee will consider policies and procedures pertaining to the areas of distance learning technology, telecommunications, campus network, university computer labs, computer hardware and software, and other technology.

Membership: At least six appointed School faculty and a representative from each of the following areas will be appointed by the administrator of the area to serve as a voting member of the committee: Center for Teaching and Learning, Library, Pryor Campus, and Bartlesville Campus. The Director of Information Technology will serve as an ex-officio member.

Recommendations: To the Vice President for Academic Affairs

Meetings: Per 2.3.1 above.

#### **2.3.1.12 Scholarly Activities Committee**

Function: Encourage research and creative activities among members of the faculty and students. The committee will review research and creative activity proposals in order to determine recommendations for internal grant funding.

Membership: At least six appointed faculty with at least, two-three per

School Recommendations: To the Vice President for Academic Affairs.

Meetings: Per 2.3.1 above.

#### **2.3.1.13 Distance Education Committee**

Function: Make recommendations for policies and procedures regarding all aspects of distance education

Membership: At least six appointed faculty, at least two-three per School and the Director for The Center for Teaching and Learning. The Director for the Center for Teaching and Learning will serve as a voting member.

Recommendations: Through the Faculty Senate to the Vice President for Academic Affairs.

Meetings: Per 2.3.1 above.

#### **2.3.1.14 University Honors Program Committee**

Function: Make recommendations involving all aspects of the Honors Program, particularly including Honors curriculum development, modification, and implementation.

Membership: The Director of Academic Enrichment, six additional faculty chosen by the Faculty Senate, and one member each from the Foundation, Student Activities, and the Office of Admissions. The Director of Academic Enrichment will chair the Committee.

#### **2.3.1.15 General Education Committee**

Function: Provide oversight of all aspects of general education, including assessing and evaluating the general education program, recommending improvements, reviewing all general education proposals, and reporting annually on the effectiveness of general education. Coordinate with other standing committees (particularly Assessment, Curriculum, and Distance Education) as appropriate.

Membership: At least nine appointed faculty, with at least two-three from each School. Faculty should have significant general education teaching experience and/or assessment experience whenever possible.

Recommendations: Through the Faculty Senate to the Vice President for Academic Affairs.

Meetings: Per 2.3.1 above.

## 2.4 ACADEMIC COUNCIL

**Function:** The Academic Council is the principal advisory body for the Vice President for Academic Affairs on academic and other matters of importance to the University. When recommendations are forwarded to the Vice President for Academic Affairs by the Faculty Senate or a standing faculty committee, the Vice President will bring the recommendation before the Academic Council for consideration. In that case, the appropriate committee chair may be asked to attend and present the recommendation to the Academic Council, provide background, and engage in dialogue with the Academic Council membership during its deliberation. All recommendations accepted by the Academic Council and the Vice President for Academic Affairs will be forwarded to the President for consideration. The Academic Council may consider and make recommendations to the Vice President for Academic Affairs concerning any academic matter that is not an assigned function of one of the faculty committees.

**Membership:** The Academic Council's membership will include all School deans, all academic department heads, the Chair of the Faculty Senate, the ~~Executive Director of Enrollment Management~~ Vice President of Enrollment Management and Registrar, the Director of the Center for Teaching and Learning, the Director of the Stratton Taylor Library, the Director of the Pryor campus, the ~~Provost Director~~ of the Bartlesville campus, the Assistant Vice President for Accountability and Academics, and the Vice President for Academic Affairs. The Vice President for Academic Affairs will chair the Council.

**Procedures:** Upon receipt of a recommendation and after presentation by the respective chair of the committee, the Academic Council will engage in dialogue and give due consideration to said recommendation. The Academic Council will consider said recommendation and decide on its recommendation to the Vice President on the basis of a simple majority vote. The chair of the respective committee will not participate in the vote.

If the Academic Council and the Vice President agree with the recommendation, the Vice President for Academic Affairs will attach comments to the recommendation and forward these items to the President.

If the recommendation is rejected, a conference committee will be formed consisting of three members of the Academic Council as selected by the Vice President for Academic Affairs and three members of the recommending committee selected by the appropriate committee chair. The conference committee will select a chair and will take the recommendation under advisement. The committee will review the recommendations for alterations, additions, and deletions.

Should the conference committee approve an amended version of the recommendation, it will be sent back to the initiating committee to be accepted or rejected by a majority vote. If accepted, it will be forwarded once again, through the Faculty Senate as appropriate, to the Vice President for Academic Affairs. If rejected, the recommendation will not be forwarded.

Should a majority of the conference committee fail to approve an amended version of the recommendation, the conference committee will report in writing the impasse to both the Academic Council and the initiating committee.

Should the conference committee fail to reach a compromise, or should either the initiating committee or Academic Council fail to accept the amended version from the conference committee, the initiating committee has two alternatives:

- 1) Terminate the recommendation OR
- 2) Refer the original recommendation through the Faculty Senate as appropriate to the Vice President for Academic Affairs, who will then review with the Academic Council and forward to the President with all comments for acceptance or rejection. This action requires a two-thirds majority vote of the originating committee. Such action must be completed within 15 days from the date that the originating committee or the Academic Council rejected the conference committee's recommendation, or 15 days from the date that the conference committee reported an impasse. The originating committee's recommendation to the President will be accompanied by comments and recommendations by the conference committee, the originating committee, and the Academic Council. The President will then make the final decision on the recommendation.

### **3. FACULTY PERSONNEL POLICIES**

The Board of Regents of the University of Oklahoma (~~OU~~) is vested with the governance of the University. Within its authority is the governance of all faculty personnel matters, including without limitation, appointments, evaluations, academic misconduct, grievances, and academic appeals.

It is the policy of Rogers State University to recognize and implement the functions assigned to it by the Oklahoma State Regents for Higher Education. These functions include teaching; research and other creative/scholarly activity; and professional and University service and community engagement. The responsibility for carrying out this policy is shared by the Board of Regents, administrative officers, and the regular faculty.

#### **3.1 FACULTY MEMBERSHIP**

The faculty is composed of the regular faculty and the supplemental faculty. These individuals have an instructional or research relationship to the University, either direct or supervisory. The faculty includes permanent and temporary, full-time and part-time personnel.

##### **3.1.1 Regular Faculty**

The Regular Faculty of the University is composed of all faculty members with regular appointments including non-tenure track, tenure track, and tenured appointments at the ranks of instructor, assistant professor, associate professor, and professor.

Appointments to the regular faculty are made by the ~~OU~~ Board of Regents. Consideration for appointment by the Board is given after recommendation by the University President.

##### **3.1.1.1 Types of Regular Faculty Appointments**

The regular faculty holds one of four types of appointments:

**Tenured** - A tenured appointment is reserved for those regular faculty members who have been granted tenure by the Board of Regents upon recommendation of the President. In granting tenure to a faculty member, the University makes a commitment to the faculty member's continued employment, subject to certain qualifications. The procedures for granting tenure and dismissal of tenured faculty are covered in this manual. Tenured faculty members appointed to administrative positions retain the tenure and rank that was previously granted when they were non-administrative faculty members. An administrator may not hold tenure by virtue of an appointment to an administrative position, unless specifically granted by the Board of Regents, but may attain and hold tenure as a member of the regular faculty.

**Tenure Track** - Regular faculty holding the rank of professor, associate professor, or assistant professor may be tenure track appointments.\* Tenure track appointments are for one (1) academic year beginning August 1 and ending May 30. Action on reappointment is initiated by the academic department head through the respective dean to the Vice President for Academic Affairs,

President, and Board of Regents. Notification of non-reappointment shall be given in writing by the Vice President for Academic Affairs no later than March 1.

\* Faculty members transitioning to Rogers State University from its predecessor institution, Rogers University, were allowed to elect a non-tenure track appointment irrespective of their academic rank by doing so not later than February 1, 2000 for the academic year beginning August 1, 2000 and succeeding years. Faculty may achieve the rank of assistant professor and remain non-tenure track.

**Non-Tenure Track** - A non-tenure track appointment is one in which the faculty member is appointed to the regular faculty but is not eligible to receive tenure. Faculty members below the rank of assistant professor have non-tenure track appointments (instructor is a non-tenure track appointment). Non-tenure track appointments are for one (1) academic year beginning August 1 and ending May 30. Action on reappointment is initiated by the academic department head through the respective dean to the Vice President for Academic Affairs, President, and Board of Regents. Notification of non-reappointment shall be given in writing by the Vice President for Academic Affairs no later than March 1.

**Temporary** - A temporary appointment is one in which the faculty member is appointed to the regular faculty for a period of one year or less. Upon completion of the temporary appointment, the position, if continued, will be opened and advertised.

### 3.1.2 Supplemental Faculty

The President or the President's designee makes appointments to the supplemental faculty as required to meet the University's needs. Appointments to the supplemental faculty may not require Board approval. These appointments are limited to specific duties and a specific period of time. Supplemental faculty are not entitled to notification of non-reappointment.

#### 3.1.2.1 Types of Supplemental Faculty Appointments

The supplemental faculty consists of:

**Adjunct Faculty** - Adjunct faculty hold part-time, temporary appointments for a semester or session. The rank of such faculty may be adjunct instructor or lecturer. Adjunct faculty will be limited to teaching nine (9) hours or less per semester or session.

**Visiting Faculty** - Visiting faculty are employed by the University to teach or perform research for a limited time and are on leave of absence from another institution of higher education or professional practice. Visiting faculty may be appointed at any rank.

**Volunteer Faculty** – a person, who has special talents or expertise, and whose time and services are donated, may be appointed to the University volunteer faculty. Volunteer faculty who meet the educational qualifications may hold academic rank.

**Clinical Supervisors** - Clinical supervisors are not employees of the University. They are practitioners who are assigned regular and continuing responsibilities in the clinical setting.

### 3.1.3 Summer Teaching Faculty

The University President or the President's designee makes appointments for the Summer Session as required to meet the University's needs. These appointments do not require Board approval. An appointment to the summer faculty is limited to the specific summer for which the appointment is made.

### 3.1.4 Full- and Part-Time Appointments

**Full-Time Appointments** - Full-time faculty have instructional and non-instructional duties as assigned by the University. Instructional duties include but are not limited to the teaching of assigned classes, evaluating the students in the classes, and meeting with those students who require assistance in their classes. Non-instructional duties include but are not limited to conducting research and other creative/scholarly activities, advising students, serving on committees, sponsoring organizations, continuing certification and participating in professional and University service and community engagement. A full-time faculty member should generally carry an instructional load of twelve (tenure-track) to fifteen (nontenure-track) hours per semester and a non-instructional equivalent load of three to six hours per semester so that the full-time load is the equivalent of eighteen hours per semester. Any exceptions are to be approved through appropriate channels.

**Joint Appointments** - Appointments between two or more academic units or colleges or universities are encouraged when they are of mutual benefit. However, they (a) must not total more than 1.0 Full-Time Equivalent (FTE) and (b) must be approved by all the units and colleges or universities involved. Such appointments must have the approval of the appropriate administrative officials of all units involved and one academic unit and college shall have primary responsibility for promotion and tenure consideration. Faculty cannot receive remuneration from two institutions when it will result in an assignment greater than 1.0 FTE.

**Adjunct Appointments** - Adjunct appointments are temporary appointments made for one semester or session only and involve instructional duties for certain course sections only. Compensation is determined at the University level. Adjunct faculty will be limited to nine hours per semester or session.

## 3.2 PROFESSIONAL ACTIVITIES OF THE FACULTY

Above all else, the University exists for learning and scholarship of a breadth and depth that result in excellence in teaching; research and other creative/scholarly activity; and professional and University service and community engagement. Each academic unit has an obligation to contribute to each of these. Faculty members play a central role in the realization of the obligations of the academic unit by contributing their unique expertise and competence. Decisions regarding tenure, promotions, and salary increases are based upon an assessment of the faculty member's performance and contributions to the total mission of the University.



### **3.2.1 Teaching**

Effective teaching is demonstrated through mastery of a current knowledge base in subject matter taught at an appropriate student level. Such teaching stimulates achievement and practical personal applications by students. A continual review of current literature, research, and strategies is necessary for effective teaching. An effective teacher evidences mastery by thoroughly integrating skills and knowledge, sensitivity, and perception with the presentation of subject matter.

Effective teaching is characterized by (1) subject matter mastery, (2) curriculum development, (3) course design, (4) delivery of instruction, (5) assessment of instruction and revision as necessary, (6) availability to students, and (7) fulfillment of instructional administrative responsibilities.

Effectiveness will be documented by department head and dean evaluations, and student evaluation of instruction as well as other methods such as peer evaluation and program assessment of majors.

### **3.2.2 Research and Other Creative/Scholarly Activity**

Research and other creative/scholarly activity are demonstrated by the active involvement of a faculty member in the pursuit of new knowledge in his/her academic field or discipline. While the scope and nature of faculty research and other creative/scholarly activity will vary among departments, University faculty will be involved in creative/scholarly activities, individually and collaboratively, which advance the knowledge base and performance levels of their respective fields. Both the pursuit of new knowledge and the application and dissemination of knowledge in creative ways are valued. Both the quality and quantity of productivity are considered in assessing the contributions and performances.

Examples of research and creative/scholarly activity are adaptations of knowledge to the learning environment, development of marketable instructional materials, creative artistic works evaluated by juries or panels, invitation for professional presentations or performances, articles in refereed or editor-evaluated publications, successful grantsmanship, selected unpublished research, books, monographs, inventions, patented or copyrighted products, etc.

### **3.2.3 Professional and University Service and Community Engagement**

Professional and University service and community engagement occur when faculty members apply professional expertise to advance the University and profession. Professional and University service include contributions to the institution and to the profession. These contributions should be consistent with the educational needs of the student body and the mission and objectives of the University.

University service may consist of academic student advisement, departmental management, public relations, classroom, studio, or other physical facility management, personnel management, equipment and supplies management, fiscal management, time management, sponsorship of student organizations, membership on ad hoc and

standing committees, consultation to other areas of the University, participation in institutional or program self-study activities, and special assignments or responsible participation in activities which advance the academic programs of the University.

Professional service includes involvement in various professional organizations in a manner that accrues favorable notice to the individual and the University. Evidence of such contributions may consist of memberships in professional organizations appropriate to a faculty member's teaching field or area of responsibility, attendance at meetings, holding of offices, and serving on committees at local, state, regional, and national levels of said professional organizations.

Community engagement occurs when a faculty member contributes professional expertise, *pro bono*, to the activities of government, schools, or other public and service agencies. The contribution may be in the following roles: consultant, program participant, member of a board or task force, speaker, or advisor.

### **3.3 ACADEMIC RANK AND PROMOTION OF FACULTY**

Academic rank or promotion in academic rank is granted by the Board of Regents of the University of Oklahoma upon recommendation of the University President. Determination of merit and recommendation for granting promotion in rank shall be in accordance with the promotion policies and procedures of the University as stated in this manual.

#### **3.3.1 Principal Academic Ranks of the University**

The principal academic ranks of the University shall be Professor, Associate Professor, Assistant Professor, and Instructor. Faculty members generally remain at the same rank for a minimum of four (4) full years prior to application for promotion. The educational and experience requirements delineated below do not imply that attainment of given educational qualifications and/or experience requirements shall be the sole criteria for granting rank or promotion in rank. Minimum qualifications for these ranks shall be as follows:

##### **Professor**

- Earned terminal degree relevant to the teaching field awarded by a regionally accredited or internationally recognized institution
- Ten (10) full years of higher education teaching experience in full-time appointment(s) at Rogers State University or other accredited institutions prior to application
- Four (4) full years of experience at the associate professor rank prior to application
- Commendable achievement of all of the following categories: effective teaching; research and creative/scholarly activity; and professional and University service and community engagement

##### **Associate Professor**

- Earned terminal degree relevant to the teaching field awarded by a regionally accredited or internationally recognized institution

- Five (5) full years of higher education teaching experience in full-time appointment(s) at Rogers State University or other accredited institutions prior to application
- Four (4) full years of experience at the assistant professor rank prior to application
- Demonstrated record of effective teaching; research and creative/scholarly activity; and professional and University service and community engagement
- Commendable achievement in teaching and in at least one other criterion: research and creative/scholarly activity; and professional and University service and community engagement

**Assistant Professor (One of the following options)****Option A**

- Earned terminal degree relevant to the teaching field awarded by a regionally accredited or internationally recognized institution
- Academic credentials which indicate the potential for effective teaching; research and creative/scholarly activity; and professional and University service and community engagement

**Option B**

- Earned master's degree relevant to the teaching field awarded by a regionally accredited or internationally recognized institution
- Four (4) full years of successful higher education teaching experience in full-time appointment(s) at Rogers State University or other accredited institutions prior to application
- Academic credentials which document effective teaching and indicate the potential for research and creative/scholarly activity; and professional and University service and community engagement

**Instructor**

Earned master's degree relevant to the teaching field awarded by a regionally accredited or internationally recognized institution. For selected fields in Associate in Applied Science degree programs, a baccalaureate degree awarded by a regionally accredited or internationally recognized institution is sufficient.

**Others**

The University may classify instructional personnel who are not subject to assignment of rank by such titles as special instructors, lecturers, graduate assistants, adjunct instructors, part-time instructors, or by other title.

**3.3.2 Concepts and Understandings Regarding Rank and Promotion Policies**

- The highest interests of the University will best be served through a spirit of cooperation and a sense of mutual confidence among the faculty, the department heads, the academic deans, the Vice President for Academic Affairs, and the President of the University. The procedure for recommending promotion in rank is designed to systematize as well as to encourage such cooperation and mutual confidence.

- The determination of professional training and/or experience to meet the criteria for assignment of rank will be the responsibility of the Vice President for Academic Affairs (“VPAA”). The VPAA will consult with peers or supervisors of those who are being considered for changes in rank.
- The ~~Vice President for Academic Affairs~~VPAA may recommend an instructor for promotion to the rank of assistant professor upon completion of all degree requirements for one of the options in section 3.2.1 and upon presentation of official documentation from the granting institution. Approval of the President and the Board of Regents of the University of Oklahoma is required.
- For promotion to the ranks of Associate Professor and Professor, the number of years specified for higher education teaching experience and the number of years of experience at a given rank must be completed before requesting promotion in rank.
- A faculty member must complete at least two (2) years of full time employment at Rogers State University before requesting promotion to the rank of Associate Professor or Professor.
- Any exception to the policy on promotion in rank may be granted by the President of the University consistent with policies of the Board of Regents of the University of Oklahoma. Copies of these exceptions must be kept in the faculty members’ personnel files.

### 3.3.3 Criteria for Promotion in Rank

Providing that the candidate meets the educational and experience requirements, promotion in rank is based upon the professional activities of the faculty as outlined in Section 3.2 (teaching; research and creative/scholarly activity; and professional and University service and community engagement).

### 3.3.4 Promotion Process

It is the responsibility of the individual faculty member to initiate the request for a promotion in rank and to prepare the portfolio of materials. If the faculty member requests promotion as well as tenure, then the portfolio of materials may be used for both processes. The department head and dean will advise the faculty member in preparation of this request. The following steps outline the procedures in the promotion process. A *Portfolio Transmittal Form* to certify the receipt dates and transmittal dates at each step of the promotion process must accompany the request and is available from the department head. In the event that one of the deadlines in the promotion process falls on a weekend or holiday, the deadline becomes the next working date of the University. The individual faculty member may monitor the flow of materials through the process. At any step in the process, the faculty member may withdraw a request for promotion in rank.

**Step 1 – By November 15**, the faculty member files a written request for promotion with the department head. The request must be accompanied by a portfolio exhibiting documentation of effective teaching; research and creative/scholarly activity; and

professional and University service and community engagement. Professional and University service includes contributions to the institution and to the profession. The portfolio must include copies of all available annual faculty development and evaluation documents.

**Step 2 – By December 15**, the department head reviews the portfolio, evaluates each performance criterion, and provides the faculty member a written notification of his/her recommendation (approval/disapproval) and the basis for the recommendation. The department head then forwards all documents to the dean of the school.

**Step 3 – By January 15**, the dean of the school reviews the portfolio and attached recommendations, evaluates each performance criterion, and provides the department head and the faculty member a written notification of his/her recommendation (approval/disapproval) and the basis for the recommendation. The dean then forwards all documents to the ~~Vice President for Academic Affairs~~VPAA.

**Step 4 – By February 15**, the ~~Vice President for Academic Affairs~~VPAA reviews the portfolio and attached recommendations, evaluates each performance criterion, and provides the dean of the school, the department head, and the faculty member a written notification of either his/her decision of denial of promotion or his/her recommendation of approval and the basis for the denial/approval recommendation.

If the ~~Vice President for Academic Affairs~~VPAA recommends approval of the request, he/she forwards all documents to the President.

If the ~~Vice President for Academic Affairs~~VPAA denies the promotion request, the faculty member may appeal the action to the Faculty Appellate Committee.

**Step 5 - By March 1**, if appealing a denial by the VPAA, the faculty member must provide written notification to the ~~Vice President for Academic Affairs~~VPAA that the right of appeal is being exercised, along with the specific grounds for the appeal.

**Step 6 – By March 7**, upon receiving notification of appeal, the ~~Vice President for Academic Affairs~~VPAA will provide this notification and all documentation to the chair of the Faculty Appellate Committee. Each committee member will be furnished all documentation relevant to the process including, the faculty member's original request and portfolio evaluations of the portfolio by the ~~Vice President for Academic Affairs~~VPAA, the dean, and the department head and annual faculty evaluations. Strictest confidence pertaining to the information and proceedings will be maintained. The faculty member and the academic officers will be permitted to provide additional testimony supporting their respective positions. New documentation which was not considered by the ~~Vice President for Academic Affairs~~VPAA, the dean and the department head may not be added at this point. The faculty member may, however, add his/her own testimony that clarifies or assists the committee with the evaluation of the request.

The Faculty Appellate Committee will consider all documentation and testimony, vote by secret ballot, and provide the ~~Vice President for Academic Affairs~~VPAA, the dean of the school, the department head, and the faculty member a written notification of its recommendation and the basis for the recommendation.

**Step 7 – By April 1**, the Faculty Appellate Committee must make its recommendation. If the Faculty Appellate Committee recommends approval of the request, the ~~Vice-President for Academic Affairs~~VPAA will review his/her original recommendation and the recommendation of the Faculty Appellate Committee. The ~~Vice-President~~VPAA will then provide his/her final written recommendation (approval/disapproval) to the Faculty Appellate Committee, the dean of the school, the department head, and the faculty member. The ~~Vice-President for Academic Affairs~~VPAA then forwards all documents to the President.

If the Faculty Appellate Committee recommends disapproval of the request, the promotion is denied. The ~~Vice-President for Academic Affairs~~VPAA then provides written notification to the Faculty Appellate Committee, the dean of the school, the department head, and the faculty member that the promotion request has concluded with the denial of the promotion.

**Step 8 – By May 1**, upon receiving a positive recommendation from the ~~Vice-President for Academic Affairs~~VPAA, the President either approves or disapproves the request.

If the President approves the request for promotion, he/she recommends the granting of promotion to the Board of Regents of the University of Oklahoma normally at the May meeting. The President then reports the Regents' action to the ~~Vice-President for Academic Affairs~~VPAA, who then provides written notification to the Faculty Appellate Committee (if applicable), the dean of the school, the department head, and the faculty member.

If the President disapproves the request for promotion, he/she provides written notification to the ~~Vice-President for Academic Affairs~~VPAA, along with a basis of the decision. The ~~Vice-President for Academic Affairs~~VPAA will then provide written notification to the dean of the school, the department head, and the faculty member.

## 3.4 ACADEMIC TENURE

Tenure is a privilege and a distinctive honor. Tenure is defined as continuous reappointment, which may be granted to a faculty member in a tenure-track position, subject to the terms and conditions of appointment. Tenure is granted by the Board of Regents of the University of Oklahoma upon recommendation of the President. Determination of merit and recommendation for granting tenure shall be in accordance with the tenure policies and procedures of the University as detailed in this manual.

### 3.4.1 Concepts and Understandings Regarding Tenure Policies

- Only full-time faculty members holding academic rank of assistant professor, associate professor, or professor may be granted tenure. In those exceptional cases when it is recommended that a faculty member be permitted to reduce his or her employment to less than full-time and maintain a tenured status, specific Regents' approval must be granted. Qualified professional librarians shall be considered faculty members if they are accorded academic rank.

- The highest interests of the University will best be served through collegiality, a spirit of cooperation and a sense of mutual confidence among the faculty, the department heads, the academic deans, the ~~Vice President for Academic Affairs~~VPAA, and the President of the University. The procedure for recommending tenure is designed to systematize as well as to encourage such cooperation and mutual confidence.
- Tenure implies a mutual responsibility on the part of the University and the tenured faculty member. In granting tenure to a faculty member, the University makes a commitment to the faculty member's continued employment, subject to certain qualifications. The University expects that tenured faculty members will maintain the level of performance by which they initially earned tenure.
- Faculty members accorded tenure will normally commence their tenure appointments in the academic year immediately following the Board of Regents' action.
- Tenure shall be granted only by written notification after approval by the Board. Since only the Board of Regents of the University of Oklahoma may grant tenure based upon a recommendation from the University President, de facto tenure is nonexistent at Rogers State University.
- In each case where tenure is awarded, there must be assurance that continuing financial support can reasonably be anticipated. The President shall determine whether funds are sufficiently secure to support the awarding of tenure.
- A maximum of seventy (70) percent of the full-time faculty at the University may hold tenure at any one time. In the event the seventy (70) percent limit is reached, there will be no additions to the tenured faculty at Rogers State University. However, the tenure process on campus will continue. Faculty members recommended for tenure will be placed in a priority-hold status by year pending vacancies and the standard seven (7) year probationary period listed in 3.4.2 will be suspended. As tenured positions become available, faculty members will be removed from priority-hold status and granted tenure according to the following criteria in descending order of importance: longest time on priority-hold status, longest service to the University, highest rank, and longest tenure-eligible service.
- Any exception to the policy on tenure may be granted by the President of the University consistent with policies of the Board of Regents of the University of Oklahoma.

### 3.4.2 Probationary Period

Faculty members shall be on probation for a minimum of four (4) years after date of first being employed by Rogers State University in a tenure track position. Years of experience in a non-tenure track position may be used towards years of the probationary period only if approved by the ~~Vice President for Academic Affairs~~VPAA. After the four-year probationary period, faculty members holding the rank of assistant professor, associate professor, or professor may request tenure. Faculty members will remain on probation until either tenure is granted or seven years have elapsed. Seven (7) years shall be the maximum probationary period for the eligible faculty member to receive tenure. If, at the end of seven (7) years any faculty member has not attained tenure, there will be no renewal of appointment for the faculty member unless a specific request

for a waiver of policy is approved by the President.

For the purpose of determining probationary employment of faculty members for tenure consideration, sabbatical leave is included as a part of the period of probationary employment, and a leave of absence is not included as part of the probationary period.

### 3.4.3 Criteria for Tenure

Providing that candidates meet the academic rank eligibility requirements for tenure, the tenure decision shall be based on a thorough evaluation of the candidate's total contribution to the mission of the University, including the maintenance of collegial relations with other faculty, staff, students, administration and the community. While specific responsibilities of faculty members may vary because of special assignments or because of the particular mission of an academic unit, all evaluations for tenure shall address the areas of professional activities, as outlined in Section 3.2 (teaching; research and creative/scholarly activity; and professional and University service and community engagement).

### 3.4.4 Tenure Process

It is the responsibility of the individual faculty member to initiate the request for tenure and to prepare the portfolio of materials. If the faculty member is requesting promotion as well as tenure, the portfolio of materials may be used for both processes. Tenure track faculty may apply for tenure two times, during their fifth, sixth, or seventh year of the probationary period. If, however, application is made during the seventh year and not granted, that is still the terminal year. The department head and the dean will advise the faculty member in preparation of this request. The following steps outline the procedures in the tenure process. A *Portfolio Transmittal Form* to certify the receipt dates and transmittal dates at each step of the tenure process must accompany the request and is available from the department head. In the event that one of the deadlines in the tenure process falls on a weekend or holiday, the deadline becomes the next working date at the University. It is the right of the individual faculty member to monitor the flow of materials through the process. At any step in the process, the faculty member may withdraw a request for tenure, but it will count as one of the two opportunities to apply for tenure following the decision of the tenure review committee.

**Step 1 – By November 15**, the faculty member files a written request for tenure with the department head. The request must be accompanied by a portfolio exhibiting documentation of excellence in teaching; research and creative/scholarly activity; and professional and University service and community engagement. Professional and University service include contributions to the institution and to the profession. The portfolio must include all available signed annual faculty development and evaluation documents.

A Tenure Review Committee is then formed. All tenured faculty members within the department serve as the Tenure Review Committee. In the event that the number of tenured faculty members in the department is fewer than five (5), the tenured faculty within the department plus additional tenured faculty members appointed by the dean of



the school to form a group of five (5) tenured faculty members serves as the Tenure Review Committee.

The department head calls a meeting of the Tenure Review Committee to initiate discussion of the request. After each member of the Tenure Review Committee critiques the portfolio and each performance criterion, the faculty member's performance is reviewed, discussed, and evaluated by the Tenure Review Committee. This review shall be conducted in a manner that allows for input from non-tenured colleagues, tenured colleagues from outside the department, students, alumni, and administrative information from the department head or dean. This will be accomplished in the following manner: By November 16<sup>th</sup>, each Department Head will forward through their respective Dean to the ~~Vice President for Academics~~VPAA, a list of applicants for tenure. The office of the VPAA will disseminate the list to the university community, soliciting comments. All comments, if any, must be received by the Tenure Review Committee prior to November 21<sup>st</sup>. After completion of the review, a poll by secret ballot of the Tenure Review Committee is taken to determine whether a recommendation for the granting of tenure will be made. A simple majority rule prevails. The Tenure Review Committee then sends the portfolio, the tenure evaluation form, the committee's vote, and their recommendation to grant or to deny to the department head. The committee will also provide a statement in writing of their action to the candidate. All ballots are retained by the chair of the Tenure Review Committee until a final decision is reached concerning the tenure request. The ballots are then destroyed.

**Step 2 – By December 15**, the department head reviews the Tenure Review Committee's vote and recommendation, reviews the portfolio, and evaluates each performance criterion. The department head will consult with the Tenure Review Committee regarding their recommendation. Once this consultation is completed s/he provides the Tenure Review Committee and the faculty member a written notification of his/her recommendation (approval/disapproval). The department head then forwards all documents to the dean of the school.

**Step 3 – By January 15**, the dean of the school reviews the portfolio and attached recommendations, and evaluates each performance criterion. The dean must consult with the department head and/or Tenure Review Committee regarding their recommendation. Once this consultation is completed, s/he provides the department head, the Tenure Review Committee, and the faculty member a written notification of his/her recommendation (approval/disapproval). The dean then forwards all documents to the ~~Vice President for Academic Affairs~~VPAA.

**Step 4 – By February 15**, the ~~Vice President for Academic Affairs~~VPAA reviews the portfolio and attached recommendations, and evaluates each performance criterion. The ~~Vice President for Academic Affairs~~VPAA must consult with the dean and/or department head and/or the Tenure Review Committee regarding their recommendation. Once this process is completed s/he provides the dean of the school, the department head, the Tenure Review Committee, and the faculty member a written notification of either his/her decision of denial of tenure with reasons or his/her recommendation of approval.

If the ~~Vice President for Academic Affairs~~VPAA recommends approval of the request, he/she forwards all documents to the President.

If the ~~Vice President for Academic Affairs~~VPAA denies the tenure request and the faculty member believes that tenure review procedures were not followed, he/she may appeal the action to the Faculty Appellate Committee. The appeal request must pertain solely to tenure review procedures.

**Step 5 – By March 1**, the faculty member must provide written notification to the ~~Vice President of Academic Affairs~~VPAA that the right of appeal is being exercised, along with the specific grounds for the appeal.

**Step 6 – By March 7**, upon receiving notification of appeal, the ~~Vice President for Academic Affairs~~VPAA will provide this notification and the grounds for the appeal to the chair of the Faculty Appellate Committee. Pertinent testimony from all parties involved may be heard, but must be limited to tenure review procedures only. The Faculty Appellate Committee will consider all documentation and testimony, vote by secret ballot, and provide the ~~Vice President for Academic Affairs~~VPAA a written notification of their decision.

The Faculty Appellate Committee must complete its action by March 20.

**Step 7 - By April 1**, if the Faculty Appellate Committee rules that tenure review procedures were not followed, the process will resume at the point where the violation occurred. The ~~Vice President for Academic Affairs~~VPAA shall be responsible for monitoring the subsequent process to ensure that correct review procedures are followed, and that the process is completed by April 20.

If the Faculty Appellate Committee rules that the tenure review procedures were followed, then appeal is denied. The process will resume at the point where the appeal occurred

**Step 8 – By May 1**, upon receiving a recommendation from the ~~Vice President for Academic Affairs~~VPAA, the President either approves or disapproves the request for tenure.

If the President approves the request for tenure, he/she recommends the granting of tenure to the Board of Regents of the University of Oklahoma, normally at the May meeting. The President then reports the Regents' action to the ~~Vice President for Academic Affairs~~VPAA, who then provides written notification to the dean of the school, the department head, and the faculty member.

If the President disapproves the request for tenure, he/she provides written notification to the ~~Vice President for Academic Affairs~~VPAA. The ~~Vice President for Academic Affairs~~VPAA will then provide written notification to the dean of the school, the department head, and the faculty member.

**Step 9 -** The process is completed by the following actions:

- All recommendations will be placed in the personnel file of the candidate.
- The portfolio and a copy of all recommendations will be returned to the candidate.
- All confidential, relevant records leading to tenure will be kept in the VPAA's office for a period of five (5) years and then destroyed unless further recordkeeping of the same is required by either the State of Oklahoma's "General Records Disposition

Schedule for State Universities and Colleges,” or other legal requirements.

### 3.4.5 Post-Tenure Review

Post-tenure review at the University is a periodic peer-based evaluation of tenured faculty for the purpose of guiding career development and, when judged necessary, improving faculty performance. The post-tenure review process is based on and extends the annual evaluation of faculty through two processes:

- 1) A retrospective review of faculty performance in teaching; research and creative/scholarly activity; and professional and University service and community engagement over the three years preceding the review, and
- 2) A formative evaluation for future professional growth.

For all faculty, post-tenure review provides a formal opportunity for self-assessment and discussion with peers about professional development. For those faculty whose performance is judged to be below expectations, the evaluation leads to the formulation of a professional development plan, the purpose of which is to assist the faculty member to raise his or her level of performance to meet or exceed the expectations for tenured faculty.

Post-tenure review is mandatory for all tenured faculty.

Bearing in mind the value and importance of academic freedom and procedural due process to the well-being and success of the academic community, the University acknowledges and supports in principle the policies and procedures set forth in the AAUP's *Standards for Good Practice in Post-Tenure Review*. Post-tenure review is not a re-evaluation of a faculty member's tenure status, nor is it intended as means to effect programmatic change. The post-tenure review process will be carried out in a manner that is consistent with the University's policies on academic freedom and responsibility and on faculty evaluation. Post-tenure review will be based on the criteria for annual review established by the faculty of the unit and approved by the administration. Specific provisions prescribing post tenure reviews are set forth in Section 3.8.2 of this Manual.

### 3.4.6 Non-Tenured Regular Faculty Non-Reappointment

Action on the reappointment of non-tenure track or tenure-track regular faculty is initiated by the academic department head through the respective dean to the ~~Vice President for Academic Affairs~~VPAA, President and Board of Regents. Any final decision not to reappoint a faculty member shall be determined by the Board of Regents. The ~~Vice President for Academic Affairs~~VPAA will provide written notification of non-reappointment to the faculty member no later than March 1. Failure to reappoint may be without specific or stated cause.

## 3.5 SEVERE SANCTIONS

The University strives to exercise great care in selecting faculty appointees and to confer tenure upon only those faculty members who have demonstrated their merit for tenured appointment. For that reason, severe sanctions such as dismissal of a tenured faculty member (abrogation of tenure) or of a regular faculty member during a non-tenure track or tenure-track appointment

should be an exceptional event. It is also recognized, however, that a few faculty members may from time to time engage in improper conduct which requires severe sanctions short of dismissal. Such sanctions may include but are not limited to loss of prospective privileges for a stated period; restitution; a fine; a reduction in salary; or suspension from service for a stated period, without other prejudice. As in the case of dismissal, the imposition of severe sanctions short of dismissal should be viewed as a serious and infrequent step usually undertaken only after administrative remedies and minor sanctions have failed.

While extreme action will be required infrequently, the University must be prepared for such an eventuality, so that both the integrity of the University and the rights of the faculty member may be preserved. Toward this end, the faculty must be willing to recommend severe sanctions upon, or dismissal of, a colleague when necessary. By the same token, the President and the Board of Regents shall give all reasonable consideration to faculty recommendations.

Only the Board of Regents has the power to impose severe sanctions. The Board of Regents shall exercise this power only in cases where it determines that there exists sufficient cause for such action.

### **3.5.1 Grounds for Abrogation of Tenure, Dismissal, and Other Severe Sanctions**

A faculty member against whom the imposition of a severe sanction is to be brought or whose dismissal is to be requested must have given such cause for the action as relates directly and substantially to his or her professional capabilities or performance. It is not possible to specify all proper grounds for these drastic measures. Proper reasons for dismissal of a regular faculty member who has tenure or whose tenure-track appointment has not expired include, but are not necessarily limited to, the following:

- a) Professional incompetence or dishonesty, including but not limited to, academic dishonesty, or misuse of University property or resources;
- b) Substantial, manifest, or repeated failure to fulfill professional duties or responsibilities;
- c) Personal behavior preventing the faculty member from satisfactory fulfillment of professional duties or responsibilities, including but not limited to, deliberate and grave violations of the rights and freedoms of fellow faculty members, administrators, or students;
- d) Serious violations of law which are admitted or proved before a court of competent jurisdiction or the administrative body established to hear such matters, preventing the faculty member from satisfactory fulfillment of professional duties or responsibilities, or violations of a court order, when such order relates to the faculty member's proper performance of professional responsibilities;
- e) Action(s) involving moral turpitude.
- f) Changes in the University's educational function through action of the Board of Regents and/or the Oklahoma State Regents for Higher Education, which result in the elimination of an academic unit. In such

instances the University will make every reasonable effort to reassign affected faculty members to positions for which they are properly qualified before dismissal results from such elimination;\*

g) Financial Emergency;\*

\*Although not considered severe sanctions, (f) and (g) are proper reasons for dismissal of a faculty member who has tenure or whose tenure-track or non-tenure track term has not expired.

### 3.5.2 Grounds for Summary Suspension

Suspension of a faculty member or assignment to other duties in lieu of suspension is justified only if immediate harm to the faculty member or to others is threatened by that person's continued performance of regular duties. The faculty member may, on request and at the convenience of the department, be relieved of some professional duties if this is necessary to provide time for the preparation of a defense. Summary suspension does not remove from the University the obligation to provide due process within a reasonable period of time following action.

### 3.5.3 Process for Dismissal of a Faculty Member for Cause

Dismissal proceedings will begin with a conference between the faculty member and the dean of the school. The conference may result in agreement that the dismissal proceedings should be discontinued or that the best interest of the tenured faculty member and the University would be served by the faculty member's resignation. If this conference does not result in mutual agreement, the dean will submit a recommendation in writing with rationale to the faculty member and to the ~~Vice President for Academic Affairs~~VPAA.

Within seven (7) days, the ~~Vice President for Academic Affairs~~VPAA will have a conference with the faculty member. This conference may result in agreement that the dismissal proceedings should be discontinued or that the best interest of the tenured faculty member and the University would be served by the faculty member's resignation. If this conference does not result in mutual agreement, the ~~Vice President for Academic Affairs~~VPAA will submit a recommendation of dismissal in writing with rationale to the faculty member and to the President.

A faculty member who receives a recommendation of dismissal from the ~~Vice President for Academic Affairs~~VPAA may request, and will be afforded, a hearing before the Faculty Appellate Committee. Failure to make a request in writing to the ~~Vice President for Academic Affairs~~VPAA within seven (7) days after receipt of recommendation of dismissal from the ~~Vice President for Academic Affairs~~VPAA will constitute a waiver by such faculty member of his/her right to a hearing before the Faculty Appellate Committee

If the faculty member waives his/her right to appeal, the President will recommend dismissal of the faculty member to the Board of Regents at the next board meeting. The President will notify the faculty member of the action of the Board by registered mail with a return receipt requested. Every reasonable effort must be made by the President to ensure that the communication is delivered to the faculty member without delay.

### 3.5.4 Process for Other Severe Sanctions

Disciplinary action will begin with a conference between the tenured faculty member, the department head, and the dean of the appropriate school. If, as a result of the conference, the dean finds that disciplinary action is warranted, a written recommendation for action and the rationale for the action will be forwarded to the faculty member and the ~~Vice President for Academic Affairs~~VPAA.

If the faculty member does not agree that the recommended disciplinary action is warranted, he/she may request, and will be afforded, a conference with the ~~Vice President for Academic Affairs~~VPAA. Failure to make a request in writing to the ~~Vice President for Academic Affairs~~VPAA within fourteen (14) calendar days after receipt of recommendation of disciplinary action will constitute a waiver by such faculty member of his/her right to further appeal. The ~~Vice President for Academic Affairs~~VPAA will forward the recommended disciplinary action and the rationale for the action to the President.

If the faculty member does timely request a conference with the ~~Vice President for Academic Affairs~~VPAA, the conference will be arranged within fourteen (14) calendar days. The ~~Vice President~~VPAA may then determine that the recommended disciplinary action is not necessary, or should be modified. If the ~~Vice President for Academic Affairs~~VPAA approves and/or modifies the recommended disciplinary action, he/she will provide the President, dean, department head and the faculty member a recommendation of the disciplinary action.

A faculty member who receives a recommendation of disciplinary action from the ~~Vice President for Academic Affairs~~VPAA may request and will be afforded a hearing before the Faculty Appellate Committee. Failure to make a request in writing to the ~~Vice President for Academic Affairs~~VPAA within fourteen (14) days after receipt of recommendation of disciplinary action from the ~~Vice President for Academic Affairs~~VPAA will constitute a waiver by such faculty member of his/her right to a hearing before the Faculty Appellate Committee

If the faculty member waives his/her right to appeal, the President will recommend the plan of disciplinary action of the faculty member to the Board of Regents at the next board meeting. Upon approval of the disciplinary action by the Board of Regents, the ~~Vice President for Academic Affairs~~VPAA will provide written notification to the dean, the department head, and the faculty member that the plan of disciplinary action has been approved and a copy of the disciplinary action will be placed in the faculty member's personnel file.

### 3.5.5 Appeal Procedures for Recommendations Regarding Severe Sanctions

After a faculty member has requested a hearing before the Faculty Appellate Committee, service of notice of hearing with specific charges in writing will be made by the ~~Vice President for Academic Affairs~~VPAA to the Faculty Appellate Committee and the faculty member at least twenty (20) days prior to the hearing. The faculty member may respond by waiving the hearing and filing a written brief, and if not then the matter will proceed to a hearing. If the faculty member waives hearing, but denies the charge or asserts that the charges do not support a finding of adequate cause, the Faculty Appellate Committee will evaluate all available evidence, including testimony and documentary evidence presented by the University, and make its recommendation upon the evidence in the record.

- a) If the faculty member requests a hearing, the Faculty Appellate Committee will, with due diligence considering the interests of both the University and the faculty member, hold a hearing and report its findings and recommendations to the University President and to the faculty member.
- b) At hearings before the Faculty Appellate Committee, faculty members and the University will be permitted advisors and/or counsel. A court reporter will be retained by the University to record the proceedings. Parties will pay the cost of a copy of the transcript. The hearing will be conducted in a closed session.
- c) The faculty member will be afforded an opportunity to obtain necessary witnesses and documentary or other evidence, and the administration of the University will attempt to secure the cooperation of such witnesses and will make available necessary documents and other evidence within its control. No employee of the University, regardless of position, will be excluded or excused from appearing before the committee, if available.
- d) The faculty member and the University will have the right to cross examine all witnesses present, except in matters involving student alleged gender-misconduct. Depositions are admissible whenever a witness cannot appear.
- e) The committee may conclude by secret ballot: a) that adequate cause for dismissal/disciplinary action has not been established by the evidence, or; b) that adequate cause for dismissal/disciplinary action has been established, but an academic penalty less than dismissal and/or the recommended disciplinary action, including removal of tenure, would be more appropriate, or; c) that adequate cause for dismissal/disciplinary action has been established by the evidence. The committee may make any other recommendations it determines are appropriate. The committee's findings and recommendations will be made to the University President. The committee will send a copy of its findings and recommendations to the faculty member.
- f) The President will review the recommendations of the Faculty Appellate Committee and the Vice President for Academic Affairs VPAA and notify the faculty member of his/her recommendation to the Board of Regents. The faculty member will have the right to request the Board of Regents to review adverse findings and recommendations of the President. The request must be in writing and filed within fifteen (15) days after the President of the University mailed the notification to the faculty member.
- g) In the event the faculty member submits a timely request to the Board to review adverse findings and recommendations of the President, the faculty member must request a hearing of all of the evidence of the case, if desired. The Board of Regents has the discretion to determine whether the review will be a *de novo* hearing or a review of the record.

- h) Public statements and publicity about the case by the University will be avoided until the proceedings, including consideration by the Board of Regents, have concluded.

### **3.5.6 Dismissal of Tenured Faculty for Academic Unit Elimination or Financial Emergency**

A faculty member with tenure whose position is terminated based upon the elimination of an academic unit will be given five (5) months written notice if possible. The University will make every reasonable effort to reassign affected faculty members to positions for which they are properly qualified before dismissal results from such elimination.

If an appointment is terminated based upon academic unit elimination or financial emergency, the dismissed faculty member's position will not be filled by a replacement within a period of two years, unless the dismissed faculty member has been offered reappointment at the previous status.

## **3.6 ACADEMIC FREEDOM AND ACADEMIC RESPONSIBILITY**

### **3.6.1 Institutional Academic Freedom**

The accumulation and exchange of knowledge is among the preeminent purposes of the University, and the acknowledgement of individual academic freedom is one of the cornerstones to ensure such purposes are achieved.

Equally important in meeting these goals is the recognition of the right inherent in the responsibility of the Board of Regents to govern the University. “[I]t is the business of a university to provide that atmosphere which is most conducive to speculation, experimentation and creation. It is an atmosphere in which there prevail ‘the four essential freedoms’ of a university – to determine for itself on academic grounds who may teach, what may be taught, how it shall be taught, and who may be admitted to study.” *Sweezy v. New Hampshire*, 354 U.S. 234, 263,; 77 S.Ct. 1203; 1 L.Ed.2d 1311 (1957).

### **3.6.2 Academic Freedom**

The 1940 Statement of Principles on Academic Freedom and Tenure, with 1970 Interpretive Comments, of the American Association of University Professors has long been recognized as providing valuable and authoritative guidelines for policy and practice in American colleges and universities. The section on academic freedom below reflects the spirit of those stated principles. In the formulation that follows, these principles have been adopted as policy by the Board of Regents.

- a) Faculty members are entitled to full freedom in research and publication, subject to any restrictions set by law or by applicable codes of professional ethics, and subject to adequate performance of their other academic duties and to stated University policy on outside employment; but, except under conditions of national emergency, a faculty member should not undertake to do research on University time or using University facilities or funds under any agreement which would (except for



a definitely and reasonably limited time) prohibit open communication of the results.

- b) Faculty members are entitled to freedom in the classroom in discussing their subject, but it is inappropriate for a teacher persistently to introduce material, which has no relation to the subject of instruction.
- c) As members of the community, university teachers have the rights and obligations of any citizen. They measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. In speaking or acting as private persons, faculty members avoid creating the impression of speaking or acting for their college or university. As a citizen engaged in a profession that depends upon freedom for its health and integrity, the university teacher has a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.
- d) As citizens, university teachers should be free to engage in political activities consistent with their obligations as teachers and scholars and with University policy.
- e) Freedom of access to recorded knowledge being essential to learning and research in a democracy, the right and the obligation of the university to provide a full range of materials on any subject, even though some views might be currently unpopular or controversial, or appear incorrect, shall not be infringed. The principles of academic freedom shall apply to the presence of materials and also to those who provide and those who use them.
- f) The University endorses the 1957 declaration of the American Association of University Professors which "...asserts the right of college and university students to listen to anyone whom they wish to hear...affirms its own belief that it is educationally desirable that students be confronted with diverse opinions of all kinds, (and) therefore, holds that any person who is presented by a recognized student or faculty organization should be allowed to speak on a college or university campus." Duly constituted organizations at Cameron University and Rogers State University may invite speakers without fear of sanctions. However, in the exercise of these rights, it is clearly recognized that:

Membership in the academic community imposes on students, faculty members, administrators, and trustees an obligation to respect the dignity of others, to acknowledge their right to express differing opinions, and to foster and defend intellectual honesty, freedom of inquiry and instruction, and free expression on and off the campus. The expression of dissent and the attempt to produce change, therefore, may not be carried out in ways which injure individuals or damage institutional facilities or disrupt the classes of one's teachers or colleagues. Speakers on campus must not only be protected from violence but must be given an opportunity to be heard. Those who seek to call attention to grievances must not do so in ways that significantly impede the functions of the institution. (1970 declaration of the AAUP Council)

### 3.6.3 Academic Responsibility

The concept of academic freedom shall be accompanied by an equally demanding concept of academic responsibility. The Board of Regents endorse (adopt) the AAUP 1987 Statement on Professional Ethics.

#### 3.6.3.1 Introduction

From its inception, the American Association of University Professors has recognized that membership in the academic profession carries with it special responsibilities. The Association has consistently affirmed these responsibilities in major policy statements, providing guidance to professors in such matters as their utterances as citizens, the exercise of their responsibilities to students and colleagues, and their conduct when resigning from an institution or when undertaking sponsored research. The *Statement on Professional Ethics* that follows sets forth those general standards that serve as a reminder of the variety of responsibilities assumed by all members of the profession.

In the enforcement of ethical standards, the academic profession differs from those of law and medicine, whose associations act to ensure the integrity of members engaged in private practice. In the academic profession the individual institution of higher learning provides this assurance and so should normally handle questions concerning propriety of conduct within its own framework by reference to a faculty group. The Association supports such local action and stands ready, through the general secretary and the Committee on Professional Ethics, to counsel with members of the academic community concerning questions of professional ethics and to inquire into complaints when local consideration is impossible or inappropriate. If the alleged offense is deemed sufficiently serious to raise the possibility of adverse action, the procedures should be in accordance with the 1940 *Statement of Principles on Academic Freedom and Tenure*, the 1958 *Statement on Procedural Standards in Faculty Dismissal Proceedings*, or the applicable provisions of the Association's *Recommended Institutional Regulations on Academic Freedom and Tenure*.

#### 3.6.3.2 The Statement

1. Professors, guided by a deep conviction of the worth and dignity of the advancement of knowledge, recognize the special responsibilities placed upon them. Their primary responsibility to their subject is to seek and to state the truth as they see it. To this end professors devote their energies to developing and improving their scholarly competence. They accept the obligation to exercise critical self-discipline and judgment in using, extending, and transmitting knowledge. They practice intellectual honesty. Although professors may follow subsidiary interests, these interests must never seriously hamper or compromise their freedom of inquiry.
2. As teachers, professors encourage the free pursuit of learning in their students. They hold before them the best scholarly and ethical standards of their discipline. Professors demonstrate respect for students as individuals and adhere to their proper roles as intellectual guides and counselors. Professors make every reasonable effort to foster honest academic conduct and to ensure that their evaluations of students reflect each student's true merit. They respect

the confidential nature of the relationship between professor and student. They avoid any exploitation, harassment, or discriminatory treatment of students. They acknowledge significant academic or scholarly assistance from them. They protect their academic freedom.

3. As colleagues, professors have obligations that derive from common membership in the community of scholars. Professors do not discriminate against or harass colleagues. They respect and defend the free inquiry of associates. In the exchange of criticism and ideas professors show due respect for the opinions of others. Professors acknowledge academic debt and strive to be objective in their professional judgment of colleagues. Professors accept their share of faculty responsibilities for the governance of their institution.

4. As members of an academic institution, professors seek above all to be effective teachers and scholars. Although professors observe the stated regulations of the institution, provided the regulations do not contravene academic freedom, they maintain their right to criticize and seek revision. Professors give due regard to their paramount responsibilities within their institution in determining the amount and character of work done outside it. When considering the interruption or termination of their service, professors recognize the effect of their decision upon the program of the institution and give due notice of their intentions.

5. As members of their community, professors have the rights and obligations of other citizens. Professors measure the urgency of these obligations in the light of their responsibilities to their subject, to their students, to their profession, and to their institution. When they speak or act as private persons, they avoid creating the impression of speaking or acting for their college or university. As citizens engaged in a profession that depends upon freedom for its health and integrity, professors have a particular obligation to promote conditions of free inquiry and to further public understanding of academic freedom.

### 3.6.3.3 **SUDENT 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~~VPAA. The identity of the complainant(s) shall remain confidential. Anonymous complaints will not be accepted.

~~3.~~The ~~Vice-President for Academic Affairs~~VPAA 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~~VPAA 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~~VPAA 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.

~~4.3.~~ The ~~Vice President for Academic Affairs~~VPAA 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.

### **3.6.3.4 Procedural Guidelines**

#### **3.6.3.4.1 Records**

Each faculty member will be responsible for maintaining accurate grade records. These records will become the primary document of students' performance in each class. The faculty is required to keep daily/biweekly records of each student's attendance, participation, and performance. The grade records should also reflect the way in which the final grade was calculated and assigned.

At the beginning of each semester, a class list will be provided to each faculty member by the Registrar's Office. This list may be used as a temporary class record, but as soon as possible, all pertinent information will be transferred to the grade records.

At the end of the semester, all adjunct faculty will submit their grade records along with their grades to the departmental administrative assistant. Full-time faculty members are required to maintain all grade records for five years, unless the grades are maintained in the computer-based course management system. In this case, the responsibility for keeping these grades lies with the University. Faculty may turn in their grade books to the department office for maintenance. Upon termination of employment, the faculty member must submit all grade records to the academic department. All grade records will be kept on file for five academic years in the academic department.

#### **3.6.3.4.2 Syllabi**

Each faculty member is responsible for the preparation of an up-to-date course syllabus. A copy of the syllabus must be provided to each student in each class, and copies must be provided to the offices of the academic dean and the VPAA.

Each syllabus should include the following information as a minimum:

1. Course name and number, faculty member's name, phone number, e-mail address, and office number.
2. Course prerequisite and/or co-requisite.
3. Course description from the current bulletin.
4. Next course in sequence (if applicable).
5. Textbooks and other required materials. List the title, edition, author, and publisher of the textbook and supplemental workbooks, lab manuals, and any other materials that are the student's responsibility to obtain.
6. Course objectives. Inform the student about defined student outcomes and what he/she should be able to achieve upon completion of the course.
7. Teaching methods. State the teaching methods to be used, such as lecture, class discussion, guest speakers, films, lab assignments, etc.
8. Assessment techniques. Provide an explanation of how assignments and final grades are determined.
9. Grading system. State how the evaluation techniques will be used to compute the student's grade and how much grading emphasis will be assigned to each component.
10. Attendance policies. Inform the student of class attendance and late arrival policy and whether this policy will be included in the grading system.
11. Late assignment and make-up policy. Notify the student of time limits that exist for make-up work, etc.
12. General topic outline and agenda. Provide a tentative schedule of the events in class such as reading and problem assignments, due dates on reports, essays, and class projects, and tentative exam dates.
13. The Rogers State University plagiarism statement (refer to Academic Integrity Policy).
14. The most recent ADA statement.

#### **3.6.3.4.23.6.3.4.3 Curriculum Development**

All faculty members are expected to participate in course and curriculum development within their academic department. Proposals relative to new course(s), new program(s), changes in course(s), and/or changes in program(s) should be submitted on the appropriate forms available from the department head. The Curriculum Committee is responsible for reviewing and suggesting changes in the curriculum.

#### **3.6.3.4.33.6.3.4.4 Classroom Procedures**

As a professional courtesy, furniture in the classroom should be left in an orderly manner for other classes that will occupy the room. If it is necessary to rearrange the furniture for your class, please return the room to its original arrangement before leaving the classroom. The

boards should be erased before leaving the classroom, projectors turned off, and computers restarted as appropriate.

#### **3.6.3.4.43.6.3.4.5 Textbook Selection**

Generally, the selection of a text or texts for any class is the decision of the professor who teaches the class. However, individual departments that offer multiple sections of the same course may, at the discretion of the department head, form a committee comprised of the full-time faculty teaching that course. That committee will then adopt the course textbook that receives the most votes. In that case, the decision of the committee is mandatory. If the Department Head is teaching a course whose textbook is being determined by a committee, the Department Head may vote as a regular faculty member of the committee. In the case of a tie, the Department Head also votes to break the tie.

The senior (the one who has taught the course the longest) full-time faculty member teaching a course will select the texts for the sections taught by adjuncts.

Every effort should be made to minimize student costs, including adoption of less expensive editions, appropriate bundling, timely communication with the bookstore and with students, and limiting frequency of edition changes as appropriate.

Most publishers furnish desk copies of a textbook and ancillaries upon adoption of the text. Many publishers also send examination copies for consideration. Faculty should contact the publisher's representative directly to place their order for these copies.

#### **3.6.3.4.53.6.3.4.6 Classroom Supplies**

Each department is responsible for maintaining necessary standard classroom and office supplies. The faculty member should ask the departmental administrative assistant for normal supplies. Laboratory supplies should be ordered by the appropriate faculty member responsible for that laboratory, using the appropriate purchasing procedures.

#### **3.6.3.4.63.6.3.4.7 Examinations**

When appropriate, the faculty member should prepare and administer course examinations during the semester. In some instances, a departmental examination may be administered for courses with multiple sections. Special examinations may be administered to support assessment activities. Final examinations must be administered in adherence to the Final Exam Schedule published in the Schedule of Classes.

#### **3.6.3.4.73.6.3.4.8 Online Courses**

All faculty teaching online courses should include the following statement in their online syllabus:

“The materials on this course website are provided for the educational purposes of students enrolled in (name of course) at Rogers State University. These materials are subject to U.S. Copyright law and are not for further reproduction or transmission.”

Faculty teaching online courses will not require class assignments to be submitted during scheduled RSU holiday periods.

### 3.6.3.5 Procedures for the Release of Student Records and Information

The process for releasing or accessing Student Records is located in the Student Code of Responsibilities and Conduct.

~~Information about students and former students gathered by Rogers State University is of two types: (1) directory, and (2) 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 a university and furnishes data required for academic and personal records, there is an implicit and justifiable assumption of trust placed in the University 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 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. Upon written request by the student, this information will be treated as confidential and released only with the student's written consent. Forms for withholding student "Directory Information" are available in the Office of the Registrar, second floor of Markham Hall. In accordance with the Family Educational Rights and Privacy Act of 1974, RSU 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~~

~~Confidential Information: This is all other information contained in the student's educational record and can be released only upon the written consent of the student, with the following exceptions as~~

~~defined in the Family Educational Rights and Privacy Act of 1974,  
as amended, which waive prior student consent.~~



- ~~a. Other school officials within the University who have legitimate educational interests. 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 or company with whom the University has contracted as its agent to provide a service instead of using University employees or officials (such as an attorney, auditor, or collection agent)~~
  - ~~• 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 if 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. Officials of schools to which the student seeks to transfer.~~
- ~~c. The 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. State 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. Organizations or educational agencies conducting legitimate research, provided no personally identifiable information about the student is made public.~~
- ~~g. Accrediting organizations.~~
- ~~h. Parents 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. The result of any disciplinary proceeding conducted by the University against an alleged perpetrator of a crime of violence to the alleged victim of that crime.~~

~~Confidential information shall be transferred to a third party, 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 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 confidential information and then only in consultation with a professional staff member in the Office of Admissions.~~

~~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 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 the Registrar.~~

### 3.7 FACULTY ACCOUNTABILITY

A faculty member is held accountable for his or her performance in fulfilling faculty duties and in meeting the requirements of academic responsibility and University policies. Persons who accept full-time employment at the University owe their first duty and first loyalty to the University. Any other employment or enterprise in which they engage for income must be secondary to their University duties. The most immediate agents of faculty accountability are the department heads, who should maintain close and regular communication with the faculty member. Among the various mechanisms for ensuring faculty accountability, the most important include annual performance evaluations, and such periodic evaluations as those for advancement in rank. These processes have the primary function of identifying meritorious performance to be rewarded, but they also provide a means by which the University may strengthen itself, by identifying needs for improved performance.

Meritorious and responsible faculty performance is first and foremost an individual professional obligation. But it is also the product of a cooperative effort by faculty members and administrative officers assisting one another, informing one another, and jointly seeking to assure that each faculty member's capabilities are developed fully and creatively. Performance that is lacking in merit or responsibility, when identified, is a challenge both to the individual and to the academic unit and its leaders, in their exercise of the unit's career development responsibilities. Just as faculty members are held accountable for their performance, administrators of academic units are held accountable for their leadership in the career development of the faculty in their units.

For those cases where they are needed, the University has at its disposal the more drastic measures of severe sanctions.

### 3.8 FACULTY DEVELOPMENT AND EVALUATION POLICIES

### 3.8.1 Introduction

Faculty evaluation is a continuous process, both prior to and following the granting of tenure. An annual review of each faculty member's performance is the responsibility of the academic deans and the specific academic department head. A systematic procedure for accomplishing such evaluations shall be developed in each academic unit, with the participation and approval of the dean and the ~~Vice President for Academic Affairs~~VPAA. The criteria for evaluation shall be carefully and clearly stated. Specific faculty assignments within an academic unit and the specific mission of a particular academic unit may have different percentages of effort distributed across the areas of professional activity (teaching; research and creative/scholarly activity; and professional and University service and community engagement) if, in consultation with the dean and ~~Vice President for Academic Affairs~~VPAA, this is determined to assist the entire University in best meeting its mission.

### 3.8.2 POST-TENURE REVIEW PROCESS

Given the dynamic nature of the various fields of knowledge, practitioners of academic disciplines are challenged to keep abreast of changes and developments within their area of expertise. Rogers State University envisions Post-Tenure Review as a means of supporting faculty in enhancing their skills and expertise by providing opportunities for professional growth and development. To this end, the performance of tenured faculty shall be reviewed in the third year after the granting of tenure and in three year cycles thereafter. The areas reviewed shall be a faculty member's teaching; research and creative/scholarly activity; and professional and University service and community engagement. As a desired outcome, Post-Tenure Review shall identify areas of faculty development needed or desired for fulfillment of professional goals and roles within their discipline and the University.

In addition, to support this aim of professional growth and development, Post-Tenure Review is designed to support Rogers State University's primary mission as a teaching institution. In serving the needs of students, the University strongly acknowledges an obligation to ensure the quality of its instruction.

All tenured faculty members of the Rogers State University faculty will have their tenure reviewed at least every three years. Tenured faculty members are expected to perform in all applicable categories in accordance with this section. The specific timing of the review process will follow the same dates outlined in Section 3.8.8 (see Faculty Development and Evaluation Process). Faculty should prepare an updated curriculum vitae covering the period from the granting of tenure with the other required documentation. An annual review may be implemented for a tenured faculty member upon recommendation by the Department Head and Dean to the ~~Vice President for Academic Affairs~~VPAA.

When the review results in a finding that a tenured faculty member's performance is unsatisfactory, the faculty member shall be notified of the deficiencies in performance and must be reviewed again within one (1) year. Two consecutive (annual) unsatisfactory post-tenure reviews will be grounds for dismissal or suspension as outlined in section 3.5.1 of this manual.

If the initial review is unsatisfactory, the faculty member may request in writing to the Dean the formation of a Post-Tenure Review Committee no later than November 15. The committee shall consist of at least three tenured faculty members, all from the

department of the one reviewed when possible. If the department has less than three tenured faculty members, the tenured faculty within the department plus additional tenured faculty members appointed by the Dean of the School to form a group of at least three tenured faculty members will serve as the committee.

The Post-Tenure Review Committee shall meet and select a chair. The committee will review all documentation submitted by the faculty member at the time of the initial review. The chair of the committee will submit a written narrative recommendation to the Dean and the ~~Vice President for Academic Affairs~~VPAA no later than January 15. (The recommendation should be signed by each member of the reviewing committee. The ~~Vice President for Academic Affairs~~VPAA will then communicate the results of the committee review to the faculty member.

### 3.8.3 Non-Tenured Regular Faculty Annual Evaluation

The performance of non-tenured regular faculty members shall be evaluated by March 1 each year, and the results of the evaluation shall be placed in the personnel file of the non-tenured faculty member. The non-tenured faculty member shall be given a copy of the evaluation.

### 3.8.4 Guidelines

Both the importance and the imperfection of a faculty development and evaluation system are duly considered in the Rogers State University scheme. It is designed within the following guidelines:

1. The Faculty Development and Evaluation System is designed to improve faculty performance.
2. The Faculty Development and Evaluation System will provide important information for promotion and tenure decisions.
3. The System utilizes several sources of data, and these sources are clearly communicated.
4. Evaluation procedures are individualized and flexible.
5. Individualization considers the institution's nature, directions, and priorities, the administrative unit's needs, and the individual's interests.
6. An annual academic performance review (Faculty Development and Evaluation Summary) is submitted for each full-time faculty member. A formal evaluation is conducted for each non-tenured member each year and for each tenured faculty member at least each fifth year.

### 3.8.5 Faculty Evaluation System

In addition to previously stated educational and experience requirements for appointment to various ranks, the Board of Regents of the University of Oklahoma has specified the following categories upon which academic rank and promotion in rank are based: 1) teaching; 2) research and creative/scholarly activity; and 3) professional and

University service and community engagement.

The Faculty Development and Evaluation System of Rogers State University is designed to promote faculty development and to assess faculty performance on those prescribed criteria. Instrumentation of the system consists of four documents:

1. Faculty Development and Evaluation Criteria (Appendix A). This document lists criteria for evaluating faculty performance in the three categories
2. Catalog of Faculty Development and Evaluation Criteria (Appendix B). This document presents exemplars for each criterion. The exemplars are non-inclusive, but do provide examples and extend the definitions of the criteria. These exemplars should be used as guidelines and adapted according to the individual discipline area.
3. Faculty Development Plan (Appendix C). This document is an agreement for areas of emphasis for the forthcoming year
4. Faculty Development Plan-Report (Appendix D). This document is based on the items presented in the previous year's Faculty Development Plan and includes a summary of progress on identified objectives and additional accomplishments as appropriate.
5. Faculty Development and Evaluation Summary (Appendix E) "The Faculty Development and Evaluation Summary" is completed by the department head to list the education and experience of the faculty, rate the faculty member's performance in the categories of teaching; research and creative/scholarly activity; and professional and University service and community engagement, rate the faculty member's overall performance, and provide comments.

### 3.8.6 Evaluation Procedures

The "Catalog of Faculty Development and Evaluation Criteria" is utilized for establishing individual faculty development plans and for guiding individual faculty evaluations. Performance in each category is weighted by negotiation between the faculty member and the department head within limits as indicated below.

Institutional emphases define the weights of each category as follows:

Category 1 – Teaching	50-80%
Category 2 – Research and Creative/Scholarly Activity	5-40%
Category 3 – Professional and University Service and Community Engagement	10-45%

Category 4 – Performance of Non-teaching or Administrative Duties (if applicable)	25-50%
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All faculty are rated on negotiated criteria in Categories 1, 2, and 3, based on established limits. Those duties or assignments that result in a reduced teaching load will be considered in Category 4 and may affect the previously identified percentages. The rating on overall performance is a composite of the ratings in the categories.

The “Faculty Development and Evaluation Summary” is completed by the department head and is based upon a conference of the department head and the individual faculty member during which the relevant criteria for each category are rated. Not all criteria for each category apply to every faculty member. Relevancy of individual criteria is determined by the individual faculty member in consultation with the Department Head.

Commentary may be provided on the reverse side of the “Faculty Development and Evaluation Summary” as indicated. The “Faculty Development and Evaluation Summary” is signed by both the department head and the individual faculty member. The faculty member’s signature denotes that the evaluation has been conducted according to approved procedures. It does not necessarily mean agreement with the ratings.

A completed “Faculty Development and Evaluation Summary” and its corresponding Faculty Development Plan-Report for each full-time faculty member is submitted by the department head to the respective dean of the school for review. The dean of the school reviews the documents, provides comments, and signs both documents. The dean of the school retains a copy in the dean’s office and sends copies with all signatures to the department head. The department head retains signed copies of the documents and returns signed copies to the faculty member.

### **3.8.7 Evaluation Guidelines**

The Faculty Development and Evaluation System of Rogers State University will be administered within the following procedural principles and guidelines.

1. Each faculty member will be evaluated on all Category 1 criteria and on criteria from other categories as determined in consultation with the department head. However, the development plan to be composed at the beginning of the development-evaluation cycle will specify only areas the faculty and department head identify for development. These areas may be ones from Category 1 in which the faculty needs improvement as well as special tasks in other categories. It is assumed that performance on required criteria not listed in the development plan will remain stable over the evaluation cycle. Cycle-end evaluation will address both the areas listed in the development plan and the other required criteria.
2. The department head assumes that the faculty member is functioning at a level of “proficient” unless there is evidence to the contrary. For a rating lower than proficient, the head has the responsibility of presenting evidence; and for a rating higher than proficient, the faculty member has the responsibility of presenting evidence.
3. Faculty development and evaluation criteria are generally stated in minimum

terms. Ratings on criteria vary according to the productivity of efforts.

4. The ratings on the evaluation scale are as follows:

<b>Outstanding:</b>	Performance is among the best of colleagues in similar appointments in similar institutions in the respective field nationwide. On applicable criteria faculty member has recognition beyond the state.
<b>Commendable:</b>	Performance is among the best of colleagues in similar appointments in similar institutions in the respective field statewide. On applicable criteria, faculty member has statewide recognition.
<b>Proficient:</b>	Performance is productive, effective, and consistent with the achievement of the emphases, objectives, and interests of the institution, the administrative unit, and/or the individual.
<b>Needs Improvement:</b>	Performance is less than adequate for achievement of the emphases, objectives, and interests of the institution, the administrative unit, and/or the individual.
<b>Critical:</b>	Performance fails to contribute to the achievement of the emphases, objectives, and interests of the institution, the administrative unit, and/or the individual.

5. The “Faculty Development and Evaluation Summary” covers a year of performance except in certain instances; i.e., new faculty, faculty on leave, etc.
6. Activities, contributions, and involvements related to the University or to the faculty member’s educational field are of primary consideration in the evaluation.
7. While formal evaluations of tenured faculty are required at least each third year, formal evaluations may occur more frequently at the request of either the faculty member or the department head. In years when a complete evaluation is not done, a continuation form will be submitted.

### 3.8.8 Faculty Development and Evaluation Process

The faculty development and evaluation process for the year includes the following:

1. **By September 15**, the faculty member revises and updates the previous year’s “Faculty Development Plan-Report” as outlined in the following section entitled “Faculty Evaluation Guide”. It should list any activities completed the preceding year and not previously included in the “Faculty Development Plan-Report”. The faculty member forwards the revised plan to the department head.
2. **By October 1**, the faculty member and the department head meet for a year-end Evaluation. The department head should send the completed “Faculty Development Evaluation Summary”, the associated “Faculty Development Plan-Report”, and documentation (if applicable) to the dean of the school.

3. **By October 15**, the dean should return copies of the faculty member's evaluation documents, along with his/her comments to the department head and the faculty member.
4. **By November 1**, the faculty member and the department head complete the current year's "Faculty Development Plan-Report".

### 3.8.9 Faculty Evaluation Guide

1. The following documents should be used:
  - a. Faculty Development Plan-Report
  - b. Faculty Development Evaluation Summary
2. The evaluation for the preceding year should be made during September/October on the basis of the "Faculty Development Plan-Report."
  - a. Before the conference with the department head, the faculty member should conduct a year-end self-evaluation and succinctly describe progress for each exemplar listed in the preceding year's "Faculty Development Plan-Report." A brief statement indicating whether the exemplar was fully accomplished, partially accomplished, or not addressed is appropriate.
  - b. As the faculty member formulates an overall self-rating for the Faculty Development Plan-Report in the area of teaching, he/she should analyze progress on several exemplars and accurately combine these to give an overall rating. Overall self-evaluation with only one exemplar is not acceptable. Citing marks from a student evaluation, for example, is not adequate evidence for a rating in the area of teaching. The results from the student evaluations represent only one dimension of teaching effectiveness. Multiple methods should be used to formulate an overall self-rating. For example, results from peer-evaluations, student evaluations, ETS Major Field Achievement Tests, and other exemplars should be combined to support the rating for teaching effectiveness.
  - c. In the areas of research and creative/scholarly activity and professional and University service and community engagement, evidence from several exemplars should be combined to formulate the rating in each area.
3. Both the faculty member and the department head should have copies of each of the documents.
4. When the Faculty Development Plan-Report is complete, a conference should be scheduled between the department head and the faculty member.
5. In the conference, the department head should review the faculty member's Faculty Development Plan-Report and make his/her own evaluation of the faculty member and mark it on the Faculty Development Evaluation Summary form. Documentation is required for ratings above or below proficient and should be attached to the evaluation forwarded to the dean.

## 3.9 FACULTY LOAD

University faculty members have responsibilities in the following three areas:



- Teaching
- Research and creative/scholarly activity
- Professional and University service and community engagement

The scope and variety of professional and University service will depend upon the needs of the departments, schools, and the University at large.

Faculty load assignments will be monitored each semester by the department head, reviewed by the dean of the school, and approved by the ~~Vice President for Academic Affairs~~ VPAA.

### **3.9.1 Teaching**

Instructional assignments are based upon the expertise of the faculty member and needs of the academic department. The assignments are made by the department head in collaboration with the faculty member.

### **3.9.2 Research and Creative/Scholarly Activity**

Individual faculty research and creative/scholarly activities are defined by the professional interests of the faculty member. While the scope and nature of faculty research and creative/scholarly activity will vary among departments, University faculty shall be involved in those activities, individually or collaboratively, which advance the state of knowledge or performance levels of their respective fields. Both the pursuit of new knowledge or techniques and the application of knowledge in creative ways are valued.

### **3.9.3 Professional and University Service and Community Engagement**

#### **3.9.3.1 Student Advisement**

Academic advisement is a very important service responsibility for faculty. Advisors are expected to assist students with enrollment, to counsel them about career options, to provide them information about deadlines and checkpoints, and to monitor their progress through programs. A recommended maximum advisement load is approximately forty (40) students.

#### **3.9.3.2 Committees and Advisory Service**

University service activities include sponsorship of student organizations, membership on ad-hoc and standing committees, consultation to other areas of the University, and participation in activities that advance the academic programs of the University.

#### **3.9.3.3 Professional Activities**

Membership in selected professional organizations appropriate to a faculty member's assignment includes involvement in professional organizations at local, state, regional, and nationwide levels, and consists of attending meetings, holding offices, and serving on committees.

#### **3.9.3.4 Community Engagement**

Service to the community at large occurs when a faculty member contributes professional expertise pro bono to the activities of government, public schools, or

other public and service agencies. The contribution may be in, but is not limited to, the following roles: consultant, program participant, member of a board or task force, or advisor.

## **3.10 DEPARTMENT HEAD LOAD**

The department head has the dual role of faculty member and chief administrator of the department. It is important that a proper balance be achieved between the department head's faculty assignment and administrative duties.

### **3.10.1 Teaching Load**

The teaching load for department heads is typically 6 hours per long semester and 3 hours per summer session.

### **3.10.2 Administrative Duties**

The department head is directly responsible to the dean of the respective school and has the charge of providing collegial leadership to the faculty of the academic department. This leadership is in five primary areas.

#### **3.10.2.1 Instructional Program Management**

1. Plans departmental course offerings to serve the department majors and provides appropriate service to other clientele (general education, other majors, off campus, and continuing education).
2. Prepares the departmental course schedule each regular semester and each summer term; identifies and recommends qualified faculty; coordinates the preparation and revision of syllabi and instructional objectives of the course of study.
3. Coordinates advisement of students in the department.
4. Coordinates strategic planning efforts and assessment plans for programs offered within the department.
5. Evaluates learning in the department through student evaluations of instruction, program review, and assessment of students.
6. Manages problems and attempts to resolve departmental conflicts.
7. Resolves problems related to closed classes during enrollment and manages enrollment in courses offered by the department.
8. Approves substitutes to cover classes when faculty must be absent.
9. Coordinates orders with the bookstore for textbooks and required student supplies.

#### **3.10.2.2 Personnel Management**

1. Coordinates the recruitment and selection of new faculty to maintain a balanced and diversified pool of instructional faculty.

2. Coordinates and participates in the annual faculty evaluation process and assists faculty in preparing their respective portfolio for tenure and promotion.
3. Assigns faculty responsibilities in the areas of instruction, advisement, and departmental service (facilities and equipment management, recruitment, etc.).
4. Fosters faculty development by providing appropriate feedback and assistance in obtaining professional developmental activities.
5. Acts as a communication link between the faculty and the administration.
6. Fosters good morale in the department through a positive outlook and positive relations among the members of the department.
7. Advocates appropriate recognition of faculty in the department.
8. Supervises and evaluates support staff as appropriate.
9. Recruits and supervises student workers and approves time sheets.

**3.10.2.3 Financial and Facilities Management**

1. Prepares and submits an annual department budget.
2. Manages and controls the department budget by allocating funds as needed, prepares requisitions, and verifies purchase receipts.
3. Supervises the use of department space and requests maintenance of space.
4. Supervises the equipment and instrumentation facilities of the department.
5. Conducts an annual inventory of the equipment and instrumentation assigned to the department.
6. Coordinates resources used jointly with other departments.

**3.10.2.4 Department and Program Development**

1. Coordinates the establishment of faculty and departmental goals in accordance with the University mission.
2. Coordinates departmental planning for development of quality instruction, research and creative/scholarly activities, facilities, equipment, personnel, and general progress.
3. Develops and recommends curricula for majors and minors in disciplines represented in the department.
4. Fosters good teaching by providing feedback from instructional

evaluations.

5. Recruits students by collaborating with Admissions, by corresponding with prospective students, by hosting visiting students, and by preparing recruitment materials.
6. Coordinates regular program review and assessment activities in the department.
7. Supervises periodic follow-up studies of current students and graduates.

#### **3.10.2.5 Academic Leadership**

1. Encourages research and creative/scholarly activities among the faculty.
2. Encourages requests for appropriate external funding for the department.
3. Monitors and advances departmental mission and goals.
4. Communicates departmental needs within the University.
5. Engages in positive public relations by communicating information that improves the department's image and reputation.

### **3.11 DEPARTMENT HEAD SELECTION AND RETENTION**

#### **3.11.1 Selection Process**

Both departmental faculty and academic administration are involved in the process of selecting department heads. A department head may be appointed from within the University or from the result of a search and interview process as determined by the ~~Vice President for Academic Affairs~~ VPAA in consultation with the departmental faculty and dean.

Searches outside the University will be handled in accordance with established faculty search procedures, including the role of faculty in searching for, interviewing, and recommending candidates. The steps for appointment within the University are as follows:

1. The dean will meet with the faculty of the department to discuss the role, responsibilities, and compensation of the department head. The faculty and dean will develop a written description of the qualifications necessary for a head of that department from duties and responsibilities outlined in the *Academic Policies and Procedures Manual*.
2. The dean will ask the faculty to submit nominations of candidates.
3. The dean will interview the nominees to determine their willingness to serve and their leadership philosophies.
4. The faculty of the department will meet to nominate one, two, or three acceptable candidates, identifying the strengths of each candidate and rank-ordering the nominees (if submitting more than one). The decision will be reported in writing to the dean.
5. The dean will submit a written recommendation on the faculty's nominee(s) to the ~~Vice President for Academic Affairs~~VPAA.
6. Within two weeks of receipt of the dean's recommendation, the ~~Vice President for Academic Affairs~~VPAA will forward the dean's recommendation and his/her written recommendation on the faculty's nominee to the President.
7. Within two weeks of receipt of the ~~Vice President~~VPAA's recommendation, the President will notify the ~~Vice President for Academic Affairs~~VPAA of his/her decision.
8. If the recommendation is not approved by the President, the process will be repeated, beginning with Step 4.

Any situation which is not covered in the aforementioned selection procedure will be handled cooperatively by the departmental faculty and the dean.

### **3.11.2 Terms of Appointment**

Because the University operates on a year-round basis, the head normally is appointed on a 12-month basis. The length of the initial and subsequent appointment as department head shall be fixed at three years. Interim appointments are generally for one year and evaluated annually.

### **3.11.3 Evaluation of the Department Head**

Department Heads will be evaluated annually by their dean and departmental faculty. For evaluating the administrative effectiveness of the head, the dean solicits formal input from the entire faculty and staff of the department.

These evaluations, together with the dean's evaluation of the department head's performance, will be discussed with the department head and considered in future decisions regarding reappointment, rank, and salary.

### **3.11.4 Replacement of Department Heads for Cause**

If the departmental faculty believe a head should be replaced prior to the end of the appointment period, a request containing the signatures of sixty percent of the regular faculty who have taught in that department for three or more semesters may be submitted to the dean. After consultation with departmental faculty, the dean will determine whether or not the request is in the best interest of the department. If the dean disagrees, the decision and justification will be submitted in writing to the faculty and the ~~Vice President for Academic Affairs~~VPAA. If the dean agrees, he/she will, with the written approval of the ~~Vice President for Academic Affairs~~VPAA, initiate the selection process immediately.

If the department head's dean believes that the department head should be replaced prior to the end of the appointment period, the dean shall consult with the faculty and, in writing, notify the ~~Vice President for Academic Affairs~~VPAA of the reasons for seeking a new department head. The written notification will state whether such action is supported by a majority of the faculty. If the ~~Vice President for Academic Affairs~~VPAA concurs with the dean's recommendation, the ~~Vice President for Academic Affairs~~VPAA will seek the President's approval to begin a new selection. If the President concurs, the faculty of the department will be notified that a selection process will begin.

## 3.12 POLICIES AFFECTING FACULTY AND DEPARTMENT HEAD LOAD

### 3.12.1 Calculation of Teaching Load

**Lecture** – 1 Carnegie clock hour per week = 1 semester hour unit

**Laboratory** – 2 Carnegie clock hours per week = 1 semester hour unit

The load status of classes listed as arranged courses, directed readings, independent studies, or departmentally specific courses will be evaluated by the department head, the dean, and the faculty member. Such courses may be judged by the same enrollment considerations applied to other courses.

Independent study courses are discouraged and no faculty member may teach more than 3 students during the entire academic year by this method. Faculty members teaching independent studies courses do not receive additional compensation. Faculty members teaching arranged courses, directed readings or departmentally specific courses will not be asked to teach a course without proper compensation. Arranged classes, departmentally specific courses, or directed readings courses will not be taught unless adequate enrollment is obtained.

### 3.12.2 Office Hours

A full-time faculty member is required to schedule eight office hours per week. These hours will be spread over at least four days each week. In addition, a faculty member is expected to be available additional hours by appointment, if necessary.

Faculty with clinical and laboratory responsibilities may submit a request to the department head to include up to a maximum of four hours toward the office hour

requirement. The department head, dean, and vice president for academic affairs must approve the request prior to the semester or academic year in which the request is to be effective.

Faculty teaching on-line classes may deduct one (1) hour of office hours for each on-line class that they teach. However, they must include in their syllabus a statement that they will answer all student e-mails from their class in an expedient manner. Most questions will be addressed within 12 hours and all should be answered within 24 hours, except for weekends, holidays, and extenuating circumstances.

During the summer semester, for each three- to five-hour class, two office hours will be posted per week. Those teaching only on-line during the summer will not be expected to keep office hours on campus. However, they must, again, include a statement in their syllabi that they will strive to answer all student e-mails from their class within 24 hours, except for weekends, holidays, and extenuating circumstances.

Adjunct faculty will set aside at least one half hour either before or after class once a week in order to be available to students.

### **3.12.3 Absences from Duty**

When a faculty member is to be absent from an assigned responsibility, he/she must file a statement with the department head prior to the absence containing the reason for absence and provisions made to cover the responsibilities.

## **3.13 SABBATICAL LEAVE POLICY**

Sabbatical leaves of absence are among the most important means by which an institution's academic program is strengthened, a faculty member's teaching effectiveness enhanced, and scholarly usefulness enlarged. The major purpose is to provide opportunity for continued professional growth and new or renewed intellectual achievement through study, research, writing, and training.

However, a faculty member does not automatically earn a sabbatical leave. Instead, it is an investment by the University in the expectation that the sabbatical leave will significantly enhance the faculty member's ability to contribute to the objectives of the University. There should be a clear indication that the improvements sought during a sabbatical will benefit the work of the faculty member, department, school, and the University. Only sabbatical leave proposals that meet this criterion will be accepted and approved by the University. Sabbatical leaves are supported as an investment in the future of the faculty member and the future of the faculty member's students at the University.

The purposes for which a sabbatical leave may be granted may include:

- 1) Research on significant problems and issues.
- 2) Important creative or descriptive work in any means of expression; for example, writing or painting.
- 3) Postdoctoral study at another institution to update teaching skills.
- 4) Other projects satisfactory to the University.

It should be demonstrated that such work cannot occur as effectively during the regular work schedule of the faculty member.

Normally, the University will not grant a sabbatical for the purpose of pursuing work on the terminal degree in the faculty member's academic field.

Adherence to the plan submitted by the faculty member is expected. Within two months of returning from leave, the faculty member shall submit to the ~~Vice President for Academic Affairs~~VPAA, through the department head and school dean, a report of activities undertaken, which will be used in evaluating future applications for sabbatical leaves.

A faculty member who is on sabbatical leave shall not be penalized on matters of salary consideration. The report on the sabbatical will be used in consideration for merit raises in subsequent years.

### 3.13.1 Conditions of Award

A full sabbatical leave will be for one academic year at one-half salary or one semester at full salary. Persons who qualify for less than full sabbatical may be awarded a sabbatical on a proportional basis. Sabbatical leaves shall not be used as a means of augmenting personal income. The sabbatical program requires that persons on sabbatical devote full-time to the scholarly activity for which the sabbatical is granted and will receive no salary or stipend from sources other than the University, except that, with University approval, (1) persons on sabbatical at less than full salary may engage in other scholarly activity consistent with that for which the sabbatical is granted and receive salary, stipend, or honorarium from other sources in such amounts that total salary stipend, and honorarium do not exceed the annual income normally earned, and (2) persons on leave may receive grants from other sources for travel and research expenses incident to their scholarly activity.

Individuals receiving sabbatical leave shall enter into a written agreement to return to the service of the University and remain for a number of months equal to four times the number of months of full-time equivalent salary (example: One half (1/2) salary x ten (10) months = five (5) full-time months; the number of months to return to the University is five (5) full-time months x four (4) = twenty (20) months) or to repay the University the amount of salary received while on sabbatical leave, unless released from the obligation by the Board of Regents of The University of Oklahoma. If the individual returns to the University for only part of the time required, the amount to be paid the University shall be proportionally reduced. The University shall require any faculty member or administrator who takes a sabbatical leave to give a bond payable to the State of Oklahoma conditional on return to the University at the close of the sabbatical.

At the termination of the sabbatical, and not later than two months after returning to the campus, the individual shall submit a report of the activities undertaken to the ~~Vice President for Academic Affairs~~VPAA through the department head and the dean. The report will be used to evaluate future applications for sabbaticals of faculty members who have been granted one or more sabbaticals.



### 3.13.2 Eligibility

Faculty members or administrators are eligible for full sabbatical leaves when they have been full-time employees of the University for six academic years. In order to qualify for a prorated sabbatical, the individual must have been a full-time employee of the University for a minimum of two academic years. For the purpose of determining eligibility for a sabbatical leave, only time spent on a sabbatical is considered as full-time employment; however, time spent on leave without pay is not considered full-time employment. A faculty member or administrator is eligible for a subsequent full sabbatical after six years following any sabbatical leave grant whether full or partial.

### 3.13.3 Application

A faculty member or administrator shall make formal application for a sabbatical leave which includes the reasons for requesting the sabbatical leave, the activities planned during the sabbatical, and a schedule of the use of time while on the sabbatical leave. The application should be submitted to the President of the University through the appropriate department head, dean, and ~~Vice President~~ VPAA. The department head, dean, and Vice President shall each include a recommendation regarding the sabbatical leave. The decision for recommendation of a sabbatical leave shall be based on the following criteria:

- a) individuals presenting evidence of the highest critical need in order to maintain academic effectiveness;
- b) total years of academic or professional service at the University;
- c) potential contribution to an academic or professional discipline;
- d) length of remaining service to the University;
- e) possession of a terminal degree in the teaching field assigned; or pursuance of a terminal degree in a teaching field in which there is a shortage of qualified faculty.

## 3.14 EMERITUS STATUS

The Board of Regents of the University of Oklahoma at its discretion may honor recommendations of presidents granting retired faculty members emeritus status and title after retirement. When members of the faculty retire under honorable conditions, they may be entitled to emeritus status and to the use of their last title emeritus (e.g., "President Emeritus," "Professor of History Emeritus," etc.). Retired faculty members' emeritus status and title shall be wholly honorary and does not entitle them to compensation of any kind. Emeritus status shall apply only in cases where the faculty member has been in the service of the University under the jurisdiction of this Board for at least ten years.

Emeritus status will entitle faculty to free library privileges.

Other University positions may be considered for emeritus status upon approval by the President.

## ACADEMIC POLICIES

### 4.1 GRADING POLICY

In accordance with the Oklahoma State Regents for Higher Education Grading Policy, the following types of grading entries with respective definitions will be used for institutional transcript notations:

#### A. Grades Used in the Calculation of Grade Point Average (GPA)

<u>Grade</u>	<u>Note</u>	<u>Grade Point Per Hour</u>
A	Excellent	4
B	Good	3
C	Average	2
D	Below Average	1
F	Failing	0

#### B. Other Symbols

##### I

An incomplete grade may be used to indicate that additional work is necessary to complete a course. It is not a substitute for an “F,” and no student may be failing a course at the time an “I” grade is issued. To receive an “I”, the student should have satisfactorily completed 70 percent of the course work for the semester but be unable to complete the remaining work due to extenuating circumstances. In order for an “I” to be awarded, a contract, signed by the student and faculty member, must be on file in the Office of ~~the Registrar~~[Enrollment Management](#). If the contract is not fulfilled within the allotted timeframe, the instructor has the option of allowing the “I” to stand or awarding an “F”. An “I” is GPA neutral.

##### AU

Audit status is used for the student not interested in obtaining a course grade, but who is enrolled simply to gain course information. An “AU” is GPA neutral. The allowable time to change an enrollment status from audit to credit or credit to audit is within the first five class days of a regular semester or within the first three days of the summer term. Students changing their enrollment status from audit to credit must meet institutional admission/retention standards.

##### N

The “N” is an indicator that the instructor did not submit the semester grade to the Registrar by the appropriate deadline. The “N” must be replaced by the appropriate letter grade prior to the end of the subsequent semester. An “N” is GPA neutral.

##### W

Withdrawals transacted during the first ten days of a regular semester or during the first five days of a summer term will not be recorded on the student transcript. A “W” will be recorded on the transcript for all withdrawals occurring during the third through the twelfth week of a regular (fall or spring) semester and during the second

through sixth week of a summer term. No course withdrawals, including complete withdrawals, are permitted during the last four weeks of the regular term or the last two weeks of the summer term. These deadlines are for regularly scheduled full-term courses. All other courses will have proportional withdrawal timelines. A “W” is GPA neutral.

**Student/s cannot be graded with a “W” unless they have initiated a withdrawal during the proper date guidelines as listed above.**

#### **AW**

Administrative Withdrawal may be assigned by the Office of Academic Affairs to indicate that a student has been “involuntarily” withdrawn from class(es) after the institution’s drop/add period for administrative or disciplinary reasons. Such withdrawals must follow formal institutional procedures. An “AW” is GPA neutral.

#### **P**

The “P” grade is neutral indicating minimal course requirements have been met and credit has been earned. It may also be used to indicate credit earned through advance standing or CLEP examinations. Although the “P” grade is neutral, it is counted in the total number of attempted hours for retention and the total number of attempted and earned hours for graduation.

#### **NP**

The “NP” grade is neutral and indicates that a student did not meet minimum requirements in a course designated for P/NP grading. Although the “NP” grade is neutral, it is counted in the total number of attempted hours for retention and the total number of attempted and earned hours for graduation.

### **4.1.1 MILITARY LEAVE**

Students called to military duty after the completion of twelve (12) weeks or more of the sixteen (16) weeks of a semester who are passing in their subjects at the time they are called shall be given credit for the full semester’s work.

## **4.2 CODE OF ACADEMIC CONDUCT**

### **4.2.1 GENERAL PROVISIONS**

#### **4.2.1.1 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.

#### 4.2.1.2 DEFINITIONS

##### 4.2.1.2.1 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.

**4.2.1.2.2 Course Dean**

The dean of the school in which the academic unit offering the course at issue is assigned.

**4.2.1.2.3 Code**

The Code of Academic Conduct of Rogers State University.

**4.2.1.2.4 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 VPAA of the mail receipt, unless notice was sent to an address other than that last provided by the student to the Office of Admissions as his or her current address.

**4.2.1.2.5 Instructor**

The faculty member or other person primarily responsible for instructing a particular course.

**4.2.1.2.6 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.

**4.2.1.2.7 Student’s Dean**

The dean of the school to which the student has been admitted.

**4.2.1.3 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.

**4.2.2 REPORTING ACADEMIC MISCONDUCT****4.2.2.1 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.

#### 4.2.2.2 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.

#### 4.2.2.3 ACTION BY INSTRUCTOR: ADMONITION

**4.2.2.3.1** An Instructor may conclude that an incident that meets the definition of misconduct under Sec. 4.2.1.2.1 nevertheless merits an admonition rather than a disciplinary sanction as defined in Section 7. 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.

**4.2.2.3.2** Unless the ~~Vice President for Academic Affairs~~VPA imposes a disciplinary sanction as described below, a student who accepts an admonition and resulting grade penalty under this subsection shall not be e  
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~~4.2.2.3.34.2.2.3.2~~ 4.2.2.3.2 ~~ed~~ 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.

~~4.2.2.3.44.2.2.3.3~~ 4.2.2.3.3 The Instructor shall notify the ~~Vice President for Academic Affairs~~VPAA of the admonition, ordinarily within fifteen regular class days of discovery. The ~~Vice President for Academic Affairs~~VPAA 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.

~~4.2.2.3.54.2.2.3.4~~ 4.2.2.3.4 The student may contest the admonition by contacting the ~~Vice President for Academic Affairs~~VPAA within fifteen regular class days from the date of the Instructor's notice to the student and scheduling a meeting as provided in Section 4.2.3

~~4.2.2.3.64.2.2.3.5~~ 4.2.2.3.5 In cases of repeated offenses or otherwise as appropriate, the ~~Vice President for Academic Affairs~~VPAA may announce a disciplinary penalty as provided in Section 7-. Prior to imposing such a sanction, the ~~Vice President for Academic Affairs~~VPAA 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 Affairs~~VPAA's intent to impose a sanction shall be treated as a "complaint" for purposes of notice and hearing as provided in Sections 4.2.3 and 4.2.4 of this Code, and the disciplinary sanction shall not be imposed until the student is permitted the opportunity to respond as provided in Sections 4.2.4 and 4.2.5 of this Code.

~~4.2.2.3.74.2.2.3.6~~ 4.2.2.3.6 Provided, where the ~~Vice President for Academic Affairs~~VPAA announces a complaint, the student may contest the complaint and any fact alleged therein by contacting the ~~Vice President for Academic Affairs~~VPAA within fifteen regular class days of receiving notice of the proposed disciplinary sanction, notwithstanding the student's prior acceptance of the admonition.

~~4.2.2.3.84.2.2.3.7~~ 4.2.2.3.7 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.

#### **4.2.2.4 NOTIFICATION OF 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~~VPAA. This written complaint must contain the following information, and may be more specific than what was provided In Section 4.2.2.3.3. Complaints shall include the name of the student, the class in which the misconduct occurred if applicable, the date on which the incident was discovered, a brief description of the incident, and the grade penalty to be imposed if applicable.

## 4.2.3 NOTICE TO THE STUDENT

### 4.2.3.1 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.

#### 4.2.3.1.1 CONTENTS OF NOTICE

The notice shall include a summary of the allegations, notification of the mandatory meeting described in Section 4.2.4.1, 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) and to refrain from further discussing the matter or from making any further statement regarding the matter.

#### 4.2.3.1.2 RECEIPT OF NOTICE BY MAIL

When service is by mail, the ~~Vice President for Academic Affairs~~VPAA 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 the ~~Registrar~~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.

### 4.2.3.2 SCHEDULING OF CONFERENCE WITH VICE PRESIDENT FOR ACADEMIC AFFAIRS

Within two regular class days of the date of service, the student shall contact the ~~Vice President for Academic Affairs~~VPAA and schedule a conference to discuss the matter as provided in Section 4.2.4.1.

### 4.2.3.3 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~~VPAA shall notify the Student's Dean, who shall confirm imposition of grade penalty and make recommendations for disciplinary sanctions.

### 4.2.3.4 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~~VPAA or his/ her designee and any transcript released during such period shall bear a notation that



academic misconduct proceedings are ongoing.

## 4.2.4 RESPONSE BY STUDENT

### 4.2.4.1 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~~VPAA or his or her designee. The ~~Vice President for Academic Affairs~~VPAA 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~~VPAA within fifteen regular class days of the conference with the ~~Vice President for Academic Affairs~~VPAA. The ~~Vice President for Academic Affairs~~VPAA 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~~VPAA 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~~VPAA 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.

### 4.2.4.2 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~~VPAA, as set forth in Section 4.2.4.1(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~~VPAA, who will then initiate the action as outlined in Section 4.2.4.1(b) above.

#### 4.2.4.3 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 the personnel who notified the ~~Vice President for Academic Affairs~~VPAA of the charge in the first place.

The personnel shall then inform, in writing, the ~~Vice President for Academic Affairs~~VPAA and any others who need to know that the charge has been withdrawn.

### 4.2.5 ACADEMIC MISCONDUCT HEARINGS

#### 4.2.5.1 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.

#### 4.2.5.2 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.

#### 4.2.5.3 HEARING PROCEDURES

- a) Once a request for a hearing has been received by the ~~Vice President for Academic Affairs~~VPAA, the AMB shall convene within twenty regular class days, excluding Intersession, except that the ~~Vice President for Academic Affairs~~VPAA 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~~VPAA 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 4.2.3.4 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 4.2.3.4, 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~~VPAA 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 admitted guilt to the charges against them.
- e) Parties must provide, upon request by the ~~Vice President for Academic Affairs~~VPAA, 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 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~~VPAA.
- 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 4.2.5.4, 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.

#### **4.2.5.4 RESULTS OF THE HEARING**

##### **4.2.5.4.1 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~~VPAA 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~~VPAA shall then notify the student in writing of the decision of the AMB. The matter is then ENDED.

##### **4.2.5.4.2 WHEN FACTS SUPPORT ALLEGATIONS AGAINST THE STUDENT**

###### **4.2.5.4.2.1 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.

#### **4.2.5.4.2.2 DEAN'S ACTION**

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~~VPAA. 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.

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~~VPAA in writing:

- 1) the AMB's record of proceedings, including a summary;
- 2) the written decision and recommendation of the AMB holding any hearing; and
- 3) the recommended sanction of the Student's Dean.

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~~VPAA.

## **4.2.6 GRADE PENALTIES**

### **4.2.6.1 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.

## 4.2.7 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~~ VPAA. 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.

### 4.2.7.1 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 may result in 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.

### 4.2.7.2 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~~ VPAA. 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.

### 4.2.7.3 LIMITED NOTATION SUSPENSION

Suspension from classes and other privileges for a period of not less than one full semester. 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.

#### **4.2.7.4 PERMANENT NOTATION SUSPENSION**

Suspension from classes and other privileges for a period of not less than one full semester. 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.

#### **4.2.7.5 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.

#### **4.2.7.6 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~~VPAA.

#### 4.2.7.7 **DETERMINATION OF DISCIPLINARY SANCTION AND ITS IMPLEMENTATION**

It shall be the responsibility of the ~~Vice President for Academic Affairs~~VPAA 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~~VPAA shall end the process. The ~~Vice President for Academic Affairs~~VPAA 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.

### 4.2.8 **POST-SANCTION PROCEDURES**

#### 4.2.8.1 **GROUNDINGS FOR APPEAL**

The recommendation of the AMB as to the facts shall be appealable within the University to the ~~Academic Vice President~~VPAA 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.

#### 4.2.8.2 **REHEARING AND PETITION FOR REVIEW**

Findings of fact shall be accompanied by a concise and explicit statement of underlying facts supporting the findings. A copy of the written final decision of the AMB - as described in 4.2.5.3(p) - shall be delivered or mailed to each party and his/her attorney of record. For questions of procedures and/or hearings, 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.

## 4.3 **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 the grade 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~~VPAA.
  - c. The Dean 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~~VPAA may mediate with 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~~VPAA 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~~VPAA 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 to

render a decision. 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 VPAA~~ 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 VPAA~~ 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 VPAA~~. 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 VPAA~~ 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 VPAA~~ 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.

#### 4.4 STUDENT ABSENCES FOR UNIVERSITY SPONSORED EVENTS

In general, regular student attendance in classes is required. A student is responsible for the content of each course in which s/he is officially enrolled. At the beginning of each course the instructor will define and quantify attendance standards, procedures for verifying unavoidable absences, and methods of dealing with missed assignments and examinations. Class attendance policies that impact grades will be included in the course syllabus. Instructors will keep a record of daily attendance for each student. This procedure will be important in verifying student attendance for financial and/or legal reasons.

Specifically, when students are absent from classes due to participation in a University sponsored activity (academic events, field trips, athletics, etc.) in connection with some co-curricular or extra-curricular activity, arrangements to complete course requirements must be initiated by the student, in advance, so that the effect on the total instructional program may be considered. Absence from classes as a result of a University-sponsored activity, official military service, or jury duty does not in any way relieve a student from responsibility for the work missed; Faculty are expected to make reasonable accommodations for students to complete the work, and may not arbitrarily penalize a student's grade resulting from such activity.

## APPENDIX A

*Rogers State University*

## FACULTY DEVELOPMENT AND EVALUATION CRITERIA

The criteria used to assist in evaluation of faculty for advancement in rank (promotion), tenure, and special recognitions are adapted from Ernest L. Boyer's Scholarship Reconsidered: Priorities of the Professoriate, and the American Association of State Colleges and Universities' The Core of Academe: Teaching, Scholarly Activity, and Service

**Teaching**

"Teaching" is assessed using six criteria that revolve around the core areas of teaching: instruction, assessment and evaluation of that instruction. Examples and definitions of the criteria are not all inclusive. Criteria examples are generalized to multiple instructional delivery modes and styles.

Evaluate all criteria in reference to course evaluations and syllabi from each class taught over the previous semester, as well as the previous academic year's department evaluation. Evidence of criteria will not necessarily include documentation of all examples

listed. Criterion 1: Demonstrates subject matter mastery.

*Examples*

- Disseminates appropriate scholarly information to students.
- Supplements textbook content with recent and relevant information.
- Makes appropriate and timely changes in the course to reflect current information.
- Chooses appropriate textbook and/or instructional materials for the course.
- Reinforces appropriate cognitive, affective, and/or psychomotor skills in

students. Criterion 2: Designs course within a scheme of the overall curriculum and program objectives.

*Examples*

- Distributes a course syllabus with clearly stated objectives, content, and requirements.
- Includes relevant and meaningful learning activities.
- Plans for delivery of content relative to specific course and overall program objectives.
- Recognizes diversity and varying learning styles in students.
- Reviews course content as well as instructional and assessment strategies on a regular basis so that courses are current and maintain relevancy.
- Uses and plans for innovative teaching methods when applicable.

Criterion 3: Delivers instruction effectively.

*Examples*

- Motivates students to achieve their best.
- Demonstrates appropriate and timely use of teaching strategies, i.e., higher order questioning, inquiry method, group discussions, simulation, independent study, analogies, and parables.
- Promotes learning approaches suitable to the course objectives, i.e., memorization, analysis, synthesis, application.
- Shows how the present topic is related to those topics that have been or will be taught.

- Changes instruction based on the results of formative assessment and student feedback.
- Provides closure by summarizing and fitting into context what has been taught.
- Designs courses so that student learning time for instructional and learning activities is appropriate.
- Uses audio-visual and technological teaching aids effectively and appropriately.
- Makes available opportunities for students to learn from primary sources of information associated with a particular discipline or area of study. I.e. labs, guest speakers, documents, and databases
- Minimizes obfuscatory sesquipedalian rhetoric.

Criterion 4: Evaluates student achievement on identified criteria.

*Examples*

- Explains grading system in course syllabus.
- Inform students of any modification of grading system as the course progresses.
- Uses a variety of assessment techniques (peer reviews, projects, papers, essay examinations, objective examinations, oral reports, etc.).
- Evaluates student learning in practical, laboratory, field-based activities which are based upon communicated observational criteria when appropriate.
- Provides feedback to students on tests, papers, oral reports and observations.
- Keeps students informed of current grade in course.
- Posts and/or returns graded tests and papers promptly either in person or electronically in a safe, secure manner.

Criterion 5: Serves as an academic advisor and/or mentor.

*Examples*

- Interacts and communicates with students in a positive professional manner.
- Assists students in making informed and relevant academic decisions as an academic advisor.
- Advises, consults, and or directs student research and/or capstone projects.
- Facilitates students' development as an independent thinker and learner in terms of their educational plan.

Criterion 6: Fulfills instructional administrative responsibilities related to the particular mode of instructional delivery employed.

*Examples*

- Meets all traditional face-to-face classes as scheduled at their designated time, as well as arriving promptly and holding class for the duration of the scheduled time.
- Conducts final examinations as scheduled.
- Files enrollment, attendance, and grade reports in accordance with university practice.
- Submits textbook orders on a timely basis.
- Is responsible for instructional laboratory materials, supplies, and equipment. Maintains adequate posted office hours whether by electronic or face-to-face means.
- Is available by appointment in addition to posted office hours.
- Consistently responds to and frequently interacts with students according to their needs for feedback.

### **Research and Creative/Scholarly Activity**

Research and Creative/Scholarly Activity is essential to the well-rounded faculty member. Faculty display their professional credentials by “[demonstrating their] capacity to do original research, study a serious intellectual problem, and present to colleagues the results” (Boyer, 27). In addition, scholarship enables faculty to remain current with developments in their academic disciplines. Through scholarship and research, a faculty member contributes to specific academic disciplines, the university community, and the professional community.

Evaluation is not solely based upon the quantity of scholarship produced, but, for example, on its quality, originality, contribution to an academic discipline, the institution, education and/or the general public.

Some activities indicative of scholarly activity include:

- Produces, exhibits, or performs creative works that are recognized locally, regionally, nationally, or internationally.
- Delivers invited or competitive lectures, papers, speeches, or presentations at colleges or universities, professional meetings, conventions, and conferences, through face-to-face or virtual attendance.
- Submits products of scholarship for peer review, or reviews/edits products of scholarship.
- Collaborates with colleagues at the local and other campuses in activities oriented toward making a contribution to the advancement of knowledge, methodology, or development of a discipline.
- Applies for and receives grants and awards.
- Obtains local, state, regional, national or international recognition for recent, as well as past contributions, to a particular field of study by a variety of means (requests for reprints, invitations to read papers, citations of research, invitations to exhibit, requests for interviews as expert in the field, etc.).
- Participates in conferences, institutes, short courses, seminars, and workshops that are related to the faculty member’s discipline, through face-to-face or virtual attendance.
- Publishes the results of research, scholarship, and creative endeavors through vehicles such as monographs, textbooks, papers, abstracts, book reviews, poems, plays, musical compositions, final reports for grants, web-sites, computer software or hardware systems, accounting systems, etc.
- Holds membership in professional societies relevant to a specific discipline.
- Obtains copyrights or patents on works produced.
- Engages in specific self-study or a professional growth plan to enhance professional competency.
- Edits or evaluates scholarly activity such as journals, papers for journal publication, grant proposals for awards, chapters for books, proposals for conference papers, or other scholarly activity with respect to a field of study.
- Creates and/or reviews teaching materials (textbooks, teacher’s manuals that accompany textbooks, pedagogical procedures, etc.)

### **Professional and University Service and Community Engagement**

Professional and University Service and Community Engagement are an integral component to the well-rounded faculty member. It allows for contributions to the university community, the

professional community, and the community at large. Individual or personal service improves the functioning of the university, strengthens the effectiveness of professional organizations and provides a presence for the university in the community. It should be noted that simple membership or a position “in name only” does not constitute service. Rather, one must contribute to the committee or position in a substantive way.

Service can be divided into three equally important areas. The areas and a non-inclusive list of representative examples of each area are listed below. Further, a faculty member need not excel in each of the three categories; however, consideration should also be given to those who contribute in several different capacities.

Professional Service: encompasses those areas which serve the *professional community*.

- Functions as an officer of a local, regional, national, or international professional organization or society
- Establishes relationships with any government agencies, business, or industry
- Consults with or serves as requested in government, business, and/or industry to provide service in any capacity from the faculty member’s area of expertise

University Service: encompasses those areas which serve the *university community*.

- Serving on departmental, school, and university standing and ad-hoc committees
- Serving in a university organization (e.g. Faculty Senate)
- Completing special projects or studies for the university (e.g. contributing to a hiring process, a Higher Learning Commission visit, or an impact study; planning a university activity, event or function)
- Serving as a Faculty advisor to a student club, organization, or society
- Being a facilitator for a non-credit workshop (e.g. grant writing, promotion/tenure portfolio)
- Serving as a mentor or a contact person for new faculty

Community Engagement: encompasses areas which serve the *community at large*.

- Service to or membership in various outside local, city, county, state, regional, federal, or international groups and organizations
- Volunteer work for various outside local, city, county, state, regional, federal, or international groups and organizations
- Any miscellaneous community activities that are not considered to be part of Institutional or Professional Service.

**APPENDIX B***Rogers State University***CATALOG OF FACULTY DEVELOPMENT  
AND EVALUATION CRITERIA**

The exemplars are not all-inclusive for each criterion but do provide examples and extend the definitions of the criteria. These should be used as guidelines and they can be adapted for the individual discipline area.

**CATEGORY 1: TEACHING**

Teaching effectiveness should be the most basic attribute upon which a faculty member is judged for promotion. The areas of teaching effectiveness should include, but not be limited to, the following:

- Command of one's subject
- Ability to organize subject matter and to present it clearly, logically, imaginatively.
- Knowledge of current development in one's subject matter.
- Ability to relate one's subject to other areas of knowledge.
- Ability to provoke and broaden student interest in the subject matter.
- Ability to develop and utilize effective teaching methods and strategies.
- Availability for and effectiveness in academic advising and directing of students.
- Integrity, fairness, and objectivity in grading or otherwise evaluating students.
- Recognition by other faculty and students as superior teacher.
- Have made outstanding contributions to instructional programs, curriculum and/or methodologies.

**CATEGORY 2: RESEARCH AND CREATIVE/SCHOLARLY ACTIVITY**

Effective teaching requires active involvement in the intellectual and scholarly developments in the faculty member's area of specialization. To be considered for promotion, the faculty member should give evidence of:

- Adequate grasp of one's area of specialization.
- Continuing efforts to remain abreast of developments in the area of specialization.
- Application of recent scholarship to teaching.
- Other efforts to continue academic growth.
- Engage in research or other scholarly activities, these might include, but are not limited to:
  - ◆ Publication of books, articles, chapters, essays, reviews or other scholarly efforts.
  - ◆ Presentation or publication of original productions or creative works before either scholarly audiences or other appropriate forums.

- ◆ Participation in academic conferences, meetings, institutes, or other activities.
- ◆ Service on statewide committees.
- ◆ Consultation with individuals, groups, or organizations utilizing the faculty member's professional expertise.
- ◆ Innovative applications of technology in support of teaching or research.

### **CATEGORY 3: PROFESSIONAL AND UNIVERSITY SERVICE AND COMMUNITY ENGAGEMENT**

#### **Departmental**

Faculty involvement in departmental activities besides teaching is required. Departmental service may include, but is not limited to, the following:

- Service on departmental committees.
- Performing departmental and/or instructional program administrative duties.
- Developing the departmental or instructional program curriculum and/or courses.
- Have served in leadership capacity in appropriate departmental activities.
- Have, when possible, assumed leadership in the design, development or implementation of new techniques, strategies, courses, academic programs, degrees or other academic endeavors.

#### **University**

Faculty service to the university outside instructional duties should be considered in evaluation for promotion. Such service may include, but is not limited to, the following:

- Participation in committees or organizations within the governance structure.
- Service on ad hoc or advisory university bodies outside the governance structure.
- Performance of special administration functions.
- Participation in program and/or curriculum development.
- Service as a representative of the university and other bodies.
- Service as a liaison between Rogers State University and other bodies.
- Have assumed positions of leadership in the performance of such service.

#### **Community**

Community service appropriate for consideration in promotion/evaluation decisions should be based upon the academic or professional expertise of the faculty member and should reflect favorably upon Rogers State University. Such service might include, but is not limited to, the following:

- Service in the faculty member's area of expertise as a consultant, a resource person, or a researcher.



- Giving lectures, serving on panels, performing in creative activities, or otherwise participating in community activities directly related to university functions.
- Serving as the university's designated representative at appropriate community functions.

**Student**

Faculty service to students outside of instructional duties should be considered in evaluation/promotion. Such service may include, but is not limited to, the following:

- Participation in department or university recruitment activities.
- Sponsorship or directorship of student professional organizations.
- Sponsorship of student clubs and social organizations.
- Supervision of other organized student activities.

**CATEGORY 4: PERFORMANCE OF NON-TEACHING OR ADMINISTRATIVE DUTIES  
(IF APPLICABLE)**

- Supervises practica
- Leads an educational study tour
- Manages a research project
- Directs a workshop or conference
- Directs or coordinates an academic program or administrative office
- Heads an academic department

**Note:** Only activities that result in reduced teaching load qualify for CATEGORY 4.

**APPENDIX C**

***Rogers State University***

**FACULTY DEVELOPMENT PLAN**

Name: \_\_\_\_\_

Rank: \_\_\_\_\_

Having reviewed the Academic Policies and Procedures Manual, Section 3.8.5 through 3.8.9, and having reviewed Appendices A and B for Development and Evaluation Criteria, I agree that I will focus faculty development for the academic year indicated above according to the following items:

\_\_\_\_\_ % Proportion to teaching (50-80%)

\_\_\_\_\_ % Proportion to research and creative/scholarly activity (5-40%)

\_\_\_\_\_ % Proportion to professional and University service and community engagement (10-45%)

\_\_\_\_\_ % Proportion to performance of non-teaching or administrative duties (25-50%)

Faculty Evaluation Criteria:

1. Teaching:
  
2. Research and Creative/Scholarly Activity:
  
3. Professional and University Service and Community Engagement:
  
4. Performance of Non-Teaching or Administrative Duties:

AGREED TO BY

\_\_\_\_\_  
Faculty Member

\_\_\_\_\_  
Date

ACCEPTED BY

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

ACCEPTED BY

\_\_\_\_\_  
Dean

\_\_\_\_\_  
Date

APPENDIX D

Rogers State University

FACULTY DEVELOPMENT PLAN REPORT

Name: \_\_\_\_\_

Rank: \_\_\_\_\_

By September 15, faculty members are to revise and update the previous year's Faculty Development Plan. Before the conference with their respective department head, faculty members are to conduct a year-end self-evaluation and succinctly describe progress for each exemplar listed in the preceding year's Faculty Development Plan. A brief statement indicating whether the exemplar was fully accomplished, partially accomplished, or not addressed is appropriate. Faculty members may also list any activities completed the preceding year that were not previously included in the Faculty Development Plan. When completed, faculty members are to schedule a conference with their department head.

\_\_\_\_\_ % Proportion to teaching (50-80%)

\_\_\_\_\_ % Proportion to research and creative/scholarly activity (5-40%)

\_\_\_\_\_ % Proportion to professional and University service and community engagement (10-45%)

\_\_\_\_\_ % Proportion to performance of non-teaching or administrative duties (25-50%)

Faculty Evaluation Criteria:

1. Teaching:
2. Research and Creative/Scholarly Activity:
3. Professional and University Service and Community Engagement:
4. Performance of Non-Teaching or Administrative Duties:

AGREED TO BY

\_\_\_\_\_  
Faculty Member

\_\_\_\_\_  
Date

ACCEPTED BY

\_\_\_\_\_  
Department Head

\_\_\_\_\_  
Date

ACCEPTED BY

\_\_\_\_\_  
Dean

\_\_\_\_\_  
Date

**APPENDIX E**

**ROGERS STATE UNIVERSITY  
FACULTY DEVELOPMENT AND EVALUATION SUMMARY**

(For department head use only. Must be completed by October 1<sup>st</sup>)

Name \_\_\_\_\_ Department \_\_\_\_\_ Date \_\_\_\_\_

Rank \_\_\_\_\_ Tenure \_\_\_\_\_ Date of Appointment \_\_\_\_\_ Evaluation Period \_\_\_\_\_

Date of Last Promotion \_\_\_\_\_ Date of Employment at RSU \_\_\_\_\_

Highest Degree Held \_\_\_\_\_ Yrs. of College Experience Prior to RSU \_\_\_\_\_ Other Relevant Experience \_\_\_\_\_

**PERFORMANCE EVALUATION**

Category	Critical	Needs Improvement	Proficient	Commendable	Outstanding
1. Teaching					

Comments:

2. Research and Creative/Scholarly Activity					
---	--	--	--	--	--

Comments:

3. Professional and University Service and Community Engagement					
Comments:					
4. Performance of Non-Teaching or Administrative Duties					
Comments:					
Overall Performance					

(See Back for Comments)					
Justification for overall evaluation if other than proficient:					
Specific areas needing attention:					
Plans for improvement:					
This evaluation was discussed by:					
		and_on			Department Head's Signature
		Faculty Member's Signature			Date
Faculty Member's comments:					

Dean's comments:

\_\_\_\_\_  
Signature of Dean of School

\_\_\_\_\_  
Date

## 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.

### 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.

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. The Director shall have the discretion to limit or waive a disciplinary action against a student if the Director determines that an educational and safety focused response, rather than a disciplinary consequence, to an incident will better serve the University community. Examples may include, but are not limited to, (1) students who stay and render assistance to others and call for appropriate medical personnel or law enforcement or (2) students who bring their own use, addiction, or dependency on alcohol, drugs, or other addictions to the attention of the University prior to any conduct incidents or reports. In no case, however, will students or individuals who negatively impact the outcome of an incident qualify for this limitation or waiver of disciplinary actions. Students participating in this limitation or waiver of disciplinary actions provisions will be required to complete educational sanctions as outlined in an administrative disposition.

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.

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. The special project 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.

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 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 following maximums: Administrative Disposition-\$150.00; Committee-\$150.00. Should the Committee or appropriate administrative official determine a fine would result in an unreasonable hardship on the student, a work program can be imposed in lieu of a fine. The in lieu work program shall be jointly approved by the Director/Committee and the VPSA or designee.

7. **Disciplinary probation:** An indication that the student is not in good standing and that his/her continued 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 elected 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 University in any special honorary role (e.g., debate tournament, athletic competition, etc.);

c. If a specific question is asked whether the student has been involved in any discipline situations, there is no alternative but to give an accurate answer to the question as allowed by applicable federal law. (This situation automatically exists for items 7-13).

8. Withholding an official transcript or degree.
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 permitted to attend classes or participate in any University activity.

13. Expulsion: Termination of student status for an indefinite period. The conditions for readmission, if any, shall be stated in the order of expulsion. When an offense is so severe that the University will not allow the student to re-enroll, the student will be expelled. Expulsion is not a permanent separation, but neither is a definite time set when return is expected.

B. Recording of Penalties. Disciplinary records will be maintained in the Office of Student Development. Housing disciplinary records will be maintained in the Office of Residential Life. Penalties of suspension and expulsion shall be maintained permanently in the Office of Student Development and are subject to review if a written request is made to the VPSA.

C. Finality 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 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.

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

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 information presented during Opening Remarks.

2. Presentation of Evidence.

- a. The University will usually present its case first, followed by the student.
  - b. Each party is allowed an opportunity to cross-examine witnesses presented by the other party.
  - c. 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 and reconsideration of the decision.



**RSU Student Organization Handbook**

**2016-2017 Draft for OU Board of Regents Approval**

**Cover Page will be updated with graphic and text following approval**

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Office of Student Affairs  
Centennial Center Room 201A

Phone: 918-343-7579  
[student\\_affairs@rsu.edu](mailto:student_affairs@rsu.edu)

Dear Hillcats,

The Rogers State University Office of Student Affairs believes students will achieve educational development not only through the classroom, but also through participation in extra-curricular activities. These out-of-class activities are aimed at enhancing the college experience and enhancing the student quality of life at Rogers State University.

Participation in student organizations can provide a wealth of diverse opportunities for the student body. Students may become actively involved in verbalizing their needs and interests, determining their goals and objectives, planning and producing their programs, and evaluating their experience.

One of the purposes of encouraging student organizations is the educational benefit that can be received through participation in them. Not only do members explore special interests, act on issues or participate in organized activities, but they use and acquire interpersonal skills including communication, problem solving, conflict resolution and leadership. These opportunities are valuable in enhancing students' educational experiences at Rogers State University.

In the course of planning and implementing organizational events, registered student organizations need information on a variety of topics including the use of university facilities, budgeting, event planning, promotional methods, catalogs of resources, and leadership development materials. The Coordinator of Student Activities is available for all matters relating to student organizations and leadership training.

This handbook is a guide and may not provide answers to all questions or special cases. For further assistance, contact the Coordinator of Student Activities at 918-343-7579, the Assistant Coordinator at 918-343-6835, or stop by the Office of Student Affairs in the Centennial Center to schedule an appointment. We wish you and your student organization a successful year!

Sincerely,

*Your Friends in the Office of Student Affairs*

## **Rights and Responsibilities of Student Organizations**

Rogers State University's Registered Student Organizations (RSOs) cover a wide variety of interests from academic initiatives to recreational sports, religious groups, honor societies, fraternity/sorority life, cultural clubs, and more.

All student organizations at Rogers State University are required to register with the Rogers State University Student Government Association and the Office of Student Affairs in order to be eligible to receive benefits from the university including: free or discounted reservations of University facilities, the ability to publicize on campus, the ability to request funding from the Student Government Association, an assigned mailbox in the Office of Student Affairs, a University website, and more.

In addition to statutory obligations, this Code of Ethics and list of Registered Student Organization Rights have been established as a set of guidelines for all registered student organizations:

### **Standards of Ethics**

*Academic:* In accordance with the larger mission of the University, the Code of Ethics encourages that a portion of an organization's activities reflect a conscious effort to enrich each member's academic development.

*Character Development:* The moral conduct and personal behavior of each member affects the organization's image. It is important for each individual to act at all times with self-respect and integrity, and to follow the [Student Code of Conduct](#).

*Community Relations:* Supportive, communicative, and positive relations with the community will result in mutual benefit. The impression made by an organization on the community reflects upon the University as a whole. All organizational members will conduct themselves so as to support a positive relationship with the community.

*Financial Management:* Members shall handle both institutional and private funds judiciously, recognizing the annual transfer of debt responsibility. Members shall not incur debts (either individually or in the name of the organization).

### **Registered Student Organization Rights**

- RSOs have the right to Freedom of Association and Freedom of Speech to the extent provided by law.
- The University's support of RSOs must occur in a viewpoint neutral manner.
- The SGA or Student Affairs must give written reasons why an RSO is denied recognition or funding. To appeal a decision, submit a [Student Complaint/Grievance Reporting Form](#) to the Office of Student Affairs.
- Student Organizations are not required to accept members or leaders who disagree with the basic tenets of the organization unless such exclusion is prohibited by federal or state law.
- Student Organizations maintain the right to manage their membership. Membership requirements must be included in the organization's constitution.

### **Relationship of Organizations to the University**

Registration of a student organization/event does not imply University endorsement of the organization/event. The organizations, including individual members, assume responsibility for actions that violate federal, state or local laws, or University regulations.

## **EXHIBIT X**

Proper names of the University, such as “RSU” and “Rogers State University”, are trademarks of Rogers State University and generally may not be used by student organizations. “Hillcat”, “Hillcats” and “Rogers State” are also trademarks of Rogers State University. Permissible Names of Organizations include: “a Registered Student Organization at Rogers State University”, “Students for...” and “Rogers State students for...” If a student organization wishes to use an RSU trademark in the group’s name, it must receive approval in writing from the Office of Public Relations.

Recognized student organizations may use University logos within the terms of the official University branding standards found at <http://www.rsu.edu/about/offices-services/public-relations/university-logos/>.

### **Student Government Association**

The Student Government Association (SGA) serves as a liaison between the student body, student organizations, faculty and staff. The RSU SGA is also the governing body over RSU registered student organizations. In order to maintain good standing status within the RSU SGA, registered student organization must turn in all RSO paperwork and attend meetings as listed in Chapter 3 of the RSU SGA Statues and Bylaws and Section 4 of the RSU SGA Constitution. All RSOs are allotted two (2) voting representatives within the RSU Student Government Association. Organizations that are in unfavorable standing may lose the benefits of being a Registered Student Organization. More information on the Student Government Association is available at [www.rsu.edu/sga](http://www.rsu.edu/sga).

### **Satellite Campuses**

Student organizations in Pryor and Bartlesville must submit all forms to the University administrator responsible for overseeing student organizations on their campus. The documents will be forwarded to the Claremore campus upon approval.

### **Register a Student Organization**

Existing student organizations must register each academic year to both the Office of Student Affairs and the Student Government Association. New organizations may register at any time during the academic year. Groups interested in seeking registration, but uncertain about the process, should seek the assistance of the Coordinator of Student Activities.

In order to register a student organization you need: In order to register, a student organization will need:

- At least five (5) enrolled student members (Members of RSOs must be students at RSU and have a minimum cumulative GPA of 2.0).
- A faculty/staff advisor who is employed full time at Rogers State University
- A completed online or paper application
- A current constitution meeting all of the necessary RSU SGA requirements

### **Registration Materials:**

- **New Student Organization Registration Form:** <http://www.rsu.edu/student-affairs/organizations.asp>
- **Returning/Existing Student Organization Registration Form:** <http://www.rsu.edu/wp-content/uploads/2015/06/SGA-OrganizationRegistration.pdf>
- **Advisor Agreement Form** (See [Selecting a Faculty/Staff Advisor](#))

- Updated Constitution and/or Bylaws (See [Constitution Requirements](#))

The registration process involves enrollment verification for each of the stated members, and employment verification for the stated faculty/staff advisor. Upon completion of these items, the current constitution is forwarded to the SGA office for review.

Groups uncertain about the process should seek the assistance of the Coordinator of Student Activities.

### **New Student Organizations**

Congratulations! You have taken the first step in becoming a newly recognized student organization at Rogers State University! This is an exciting but crucial time for your prospective organization. It is essential that you create a firm foundation to aid in your organization's future success.

New Student Organizations must meet the requirements of Registering a Student Organization and must complete the [New Student Organization Registration Form](#).

#### **New Student Organization Recognition Checklist**

1. Start talking to other students about beginning a student organization. Recruit support of at least 5 students who are willing to commit to your organization, and elect officers.
2. Find a full time Faculty/Staff Advisor who is willing to help you with your organization.
3. Fill out the [New Student Organization Registration Form](#), [Advisor Agreement Form](#), and create a Constitution based on the [Constitution Requirements](#).
4. Turn in all paperwork to the Student Government Association (SGA) and the Office of Student Affairs.
5. Meet with the appropriate officers in SGA in order to finalize Constitution and organizational structure.
6. The student group will announce their organization at the next SGA meeting in order to be adopted in the Student Government Association and to be allowed all of the rights and responsibilities of a registered organization.

Groups interested in seeking registration should contact the Coordinator of Student Activities to be granted temporary access to posting on bulletin boards and reserving rooms on campus.

#### **NOTE:**

**All Student Organizations must send required number of representatives to the mandatory Student Organization Leadership Retreat (SOLR) to remain in good standing with the university.**

#### **Selecting a Faculty/Staff Advisor**

Each RSO is required to have an advisor who is a full-time member of the faculty or staff of Rogers State University. Organizations should identify their expectations of the advisor and share the goals of the organization with them.

Advisors are not expected nor intended to assume leadership of the organization, but are encouraged to work closely with officers and supply information regarding organizational decision-making. Advisors should be present at all functions including organizational meetings.

## EXHIBIT X

All advisors are expected to sign the Advisor Agreement Form and submit it to the Office of Student Affairs at the beginning of each academic year. Advisors are solely selected by the student organization and may be changed upon request of the student organization.

### [Advisor Agreement Form](#)

### [Advisor Exercise](#) (Optional Resource) Expectations of the Advisor:

1. Be fully aware of the purpose and activities of the group through regular attendance at group meetings and individual consultation with the organization leaders.
2. The advisor is not formally deemed to be personally responsible for acts of the organization by reason of his/her service as an advisor, but at the same time, service as an advisor includes the assumption of responsibilities to the University to provide advice that will further the general welfare of its members.
3. Act as a reference for general information regarding Rogers State University policies and procedures.
4. Provide information relevant to the group's needs, interests, activities and organization.
5. Assist in the financial matters of the group.
6. Act as a reference person in terms of the organization's history.
7. Provide advice and guidance in the planning and implementation of the organization's activities.
8. Ensure that the group files all required papers each fall semester to the Student Government Association/Office of Student Affairs.
9. Encourage student and organization participation in Student Government and University events.
10. Be fully aware of liability issues (i.e. hazing, alcohol, etc.) and advise the organizations to make reasonable and prudent decisions regarding these issues in planning activities.

## Constitution Requirements

### Introduction

A constitution guides an organization in its operations and activities and, accordingly, is intended primarily for the organization's benefit and use. The constitution should contain the fundamental principles and structure of the organization.

Constitutions should be carefully formulated, clearly worded, and kept up-to-date so that the needs of the organization can be met. Furthermore, each member of the organization should have a copy of the constitution.

The following outline is provided to assist in the preparation of your constitution. If you have any problems, questions, or concerns regarding your constitution, please contact the Student Government Association at [sga@rsu.edu](mailto:sga@rsu.edu).

### Submission and Approval

An electronic copy of your constitution must be provided to the Office of Student Affairs each year. The constitution must be approved by the Rogers State University Student Government Association in order for your organization to achieve Registered Student Organization Status and the accompanying benefits.

Specifically, every constitution must contain the following:

1. Membership clause limiting full membership to RSU students (including Pryor/Bartlesville and concurrent Students)

2. Non-discrimination clause
3. Full-time RSU faculty or staff advisor
4. A preemption clause if the organization is part of a parent organization
5. Statement that the organization is subject to Local, State, and Federal Laws
6. Organization name.

If your organization’s constitution is not approved, your organization will receive an email from the RSU Student Government Association advising you of the necessary changes.

**Model Constitution**

<p><b>Article I Name</b></p> <p>The name of this organization shall be _____. Hereinafter “the Organization”</p>	<p>Proper names (“RSU” and “Rogers State University” are trademarks of Rogers State University and generally may not be used by student organizations. “Hillcat”, “Hillcats” and “Rogers State” are also trademarks of Rogers State University. Permissible Names of Organizations include: “a Registered Student Organization at Rogers State University”, “Rogers State Students for...” and “Students for...”. If a student organization wishes to use trademarked names, it must receive approval in writing from the Office of Public Relations.</p>
<p><b>Article II Purpose</b></p> <p>The purpose of the Organization is to _____.</p>	<p>All constitutions must contain a statement of purpose.</p>
<p><b>Article III Membership</b></p> <p>Section 1: All students currently enrolled in Rogers State University are eligible for membership</p> <p>Section 2: Membership in, association with, and benefits emanating from the Organization and its related activities shall be based upon such considerations as performance, educational achievement, and other criteria related to the goals of the organization and purposes of the activities. Judgments in this regard based solely on an individual’s race, color, religion, national origin, age, gender, sexual orientation, disability, veteran status, marital status, or political belief are not judgments base on such considerations. Further, the purpose of the</p>	<p>The Student Organization Handbook recognizes two types of membership: members and associate members. There are no other types of membership. Only RSU students may be full members. Associate members may be other members of the RSU community (faculty, staff, but not alumni)</p> <p>All constitutions must include a non-discrimination policy. There</p>



organization must be consistent with public policy as established by prevailing University Community standards.

are U.S. Constitutionally mandated instances where a student organization must be allowed to discriminate based on these criteria if the very nature of the student organization is dependent on one of those factors. For example, there may be times a student organization has a constitutional right to require their members and officers adhere to the organization's statement of faith, or its statement of core principles and/or its rules of conduct. The student organization bears the burden of demonstrating that the purported discrimination is constitutionally or federally mandated. A religious student organization as defined in 70 O.S. 2119 must specifically set forth its sincerely held religious beliefs, observance requirements, standards of conduct, and mission.

Any additional requirements for membership shall be placed in this Article.

**Article IV Officers & Advisors**

Section 1: The officers of the Organization shall be President, Vice-President, Treasurer, Secretary, and Student Government Association Representative.

Section 2: The Officers of the Organization shall be elected by a simple majority of the qualified voting membership present at a general meeting

Section 3: Any officer or Advisor may be removed for cause by a three-fourths vote of the qualified voting membership.

Section 4: The President shall be the chief executive officer of the Organization. The President shall preside at all meetings and direct the affairs of the Organization with the advice and consent of the other officers. In the event that there is no current President, the remainder of the President's term shall be filled in the following order of succession:

Officers must be students at Rogers State University. Therefore, if a student ceases to be an RSU student, that person can no longer serve as an officer.

Your organization may have different or additional officer positions. List the officer positions in Section 1, and add a new section below to define the position.

Vice-President, Treasurer, then Secretary.

Section 5: The Vice-President shall perform such duties that are delegated by the President. The Vice-President shall preside at meetings in the absence of the President.

Section 6: The Treasurer shall collect all dues and money keeping records thereof and be responsible for all financial reports for the organization and the officers.

Section 7: The Secretary shall maintain minutes of each meeting and shall document every election. The Secretary is responsible for maintaining a list of qualified members of the Organization.

Section 8: The Student Government Association Representative shall attend all required meetings of the Student Government Association. They are responsible for maintaining communication between the RSU SGA and the Organization.

Section 9: The Organization shall have as an Advisor a full-time member of the University faculty or staff.

Section 10: The Advisor's role in the Organization shall be limited to offering advice or feedback to the Organization, in addition to other duties delegated by the President.

Section 11: The Advisor shall be appointed by a majority vote of the Officers, and shall serve a term of one year from appointment, unless a majority of the Officers vote to remove the Advisor and appoint someone else.

Create new Sections if your organization requires additional officer positions.

Each organization must have an advisor who is a full-time member of the University faculty or staff.

<p><b>Article V Election Procedure</b></p> <p>Section 1: Elections shall not be valid absent substantial compliance with this Article.</p> <p>Section 2: Elections shall be held at the end of the Spring Semester before the commencement or final examinations. In the event that there are no candidates for an office, the office may remain open until an election is called.</p> <p>Section 3: Elections may only take place if at least one week’s notice of the date, time, and the location of the election is given to members of the Organization.</p> <p>Section 4: Voting shall be by secret paper ballot, with each qualified present member having one vote for each position.</p> <p>Section 5: The Secretary shall document the names of the qualified members present at the election and the number of votes that each candidate for an office receives.</p> <p>Section 6: When an election is for more than one office, the order of voting shall be in the following order: President, Vice-President, Treasurer, Secretary, then Student Government Association Representative.</p> <p>Section 7: Any qualified member of the Organization may run for any office.</p>	<p>It is important for your organization to determine a fair election procedure and document the election itself.</p> <p>Giving notice to the members ensures that the election is valid; additionally, it encourages members to participate in the election.</p>
<p><b>Article VI Additional Governing Principles</b></p> <p>Section 1: The Organization is subject to Local, State, and Federal Laws, and University Policies.</p> <p>Section 2: If there is a conflict between our national or parent organization’s rulings, constitution, or direction and the RSU Student Organization Handbook or Student Code of Responsibilities and Conduct, the RSU documents preempt the national or parent ruling.</p>	<p>All Students and Organizations are subject to these regulations.</p> <p>This preemption statement is required if your organization is governed by a national or parent organization. If your organization is not governed by a national or parent organization, you may instead state “The Organization is independent from any national or parent organization”</p>
<p><b>Article VII Amendment Procedure</b></p> <p>This Constitution may be amended by a two-thirds vote of the Organization’s qualified voting membership present at a general meeting.</p>	

## **Leadership**

Being a strong leader and developing leaders in your organization will help you to guide the group effectively. Being an officer does not mean that you have the sole authority for running the group or that you need to do everything. Instead, you need to embrace and understand the unique goals and talents of every member of your organization. One of the most important parts of leadership is having a clear understanding of your group's purpose and how that applies to each individual. Without doing so, organization members may work against rather than with one another and you will not be able to develop meaningful relationships with your fellow group members. Demonstrate to the other members of your group that you value their membership and embrace the contributions they make. Remember that this is a learning opportunity for you and you do not need to know everything. Utilize resources such as your advisor, the Coordinator of Student Activities, other student leaders, and this handbook in order to develop your leadership skills.

### **Effective Meetings with Parliamentary Procedure**

#### **What is Parliamentary Procedure?**

Parliamentary procedure is a set of rules for conducting meetings. It allows for everyone to be heard and to make decisions without confusion. Today, Robert's Rules of Order, Newly Revised is the basic handbook of operation for most clubs, organizations, and other groups. Robert's Rules can be found in most libraries and online.

The degree of order needed at a meeting is dependent upon the size and purpose of the group. The following are some basics of Robert's Rules of Order, which may be helpful for groups that need a degree of normality in conducting business.

This section of the handbook covers the basic information needed to run a meeting. For more detailed information, please contact the Office of Student Affairs.

#### *Sample Meeting Agenda*

I. Call to order

The chairperson says, "The meeting will come to order."

II. Roll Call

Members say "present" as their name is called by the secretary.

III. Minutes

The secretary reads a record of the last meeting, or notes from the last meeting were sent out to the members.

IV. Officers' Reports

Officers give a report to the group when called on, usually limited to a time if necessary.

V. Committee Reports

First come reports from "standing" committees or permanent committees, then "ad hoc" or special committees.

VI. Special Reports

Important business previously designated for consideration at this meeting.

VII. Old Business

Items left over from previous meetings.

VIII. New Business

- Introduction of new topics.
- IX. Announcements
  - Informing the assembly of other subjects and events.
- X. Adjournment
  - The meeting ends by a vote or general consent.

### *The Motion*

You may make a motion when you want the group to take some action: to send a letter, to accept a report, to hold a special meeting, to spend money for some special purpose, etc.

Introduce the motion by saying, “I move that,” followed by a statement of the proposal. You cannot discuss the motion until someone has seconded it. This is done to reduce the number of discussions on a subject in which no one else in the group is interested.

### *The Amendment*

Amendments are offered in the same way as a motion. You may offer an amendment when you agree substantially with the motion which has been made but want to make some changes before it is adopted.

### *Amending the Amendment*

Just as a motion may be amended, an amendment may also be changed in the same way. As with the first amendment, the second amendment must relate to the motion and the amendment. It is in order only when it relates to both. No more than two amendments may be made to one motion.

### *Substitute Motion*

The substitute motion is sometimes used when there is a motion and two amendments on the floor in order to save the time of the meeting. If there does not seem to be substantial disagreement with the motion and the two amendments, a substitute motion incorporating all three into one motion may be made and accepted by the chair. *Note: If you disagree with a motion or an amendment, you do not defeat it by trying to change the sense of the motion through amendment. You speak against the motion or amendments and urge the membership to vote against them. Then new motions calling for different action may be made and considered.*

### *Speaking on Motions and Amendments*

When you want to speak at a meeting, you raise your hand and ask the chair for the floor. As soon as you are recognized by the chair, you may proceed to speak either for or against the motion or amendments being considered. When several members wish to speak at the same time, these guiding principles should determine the decision of the chairman:

1. The chairman should show preference to the one who made the motion.
2. A member who has not spoken has first choice over one who has already spoken.
3. If the chairman knows the opinions of members discussing the measure, he/she should alternate between those favoring and those opposing it.

### *Motion to Table*

If you wish to postpone or end debate on an issue, you may also make a motion to table. Such a motion is not debatable, and if it is seconded by one other member, the motion must be put to an immediate vote by the chair. The chair may discuss the reason for tabling with the member.

### *Calling a Question*

In order to speed up the meeting and eliminate unnecessary discussion, a member can “call the question.” The chair will call for dissent. If you want the motion to be discussed further, raise your hand. If there is no dissent, voting on the motion takes place.

### *Voting*

Voting on a motion can be as formal as using written ballots or as casual as having the chair ask if anyone objects to the motion. The most common practice is to call for a show of hands or a voice vote of ayes and nays. Only members present at the time may vote unless the rules of the organization allow for proxies or absentee ballots. A simple majority of votes cast will pass most motions. During elections when more than two candidates are running for an office, your organization rules should specify whether a majority or plurality is necessary. These rules can also call for other requirements depending on the issue on which the vote is held.

### *When the Chairperson Can Vote*

Assuming that the chairperson is a member of the organization, he/she has the right to vote whenever a written or secret ballot is used. With any other method of voting, to protect the impartiality of the chair, he/she should vote only when it will change the outcome.

### *Point of Information, Of Order*

If at any time during the meeting you are confused about the business being discussed or if you want the motion that is being considered more clearly explained, you may rise to ask the chairman for a point of information. After you are recognized, ask for the explanation which you desire. If you disagree with any of the chair’s rulings, or if you believe that the person who is speaking is not talking about the business being considered, you may raise a point of order and state your objection to the chair. The chair then is required to rule one way or another on your point of order.

## **Recruiting and Retaining Members**

New members are the lifeblood of every organization. They bring new ideas, increase the organization's person power, foster organizational growth, prevent member burn out, and take over leadership roles when you leave.

People join organizations for many reasons. They want to get involved, meet people and make new friends, develop skills and have fun. Groups need new members because they bring new ideas and talents, in addition to replacing old members. It is vital that an organization has a well-conceived and executed recruitment and retention plan. Recruitment and Retention is the responsibility of every member of your organization!

The following suggestions will help make your organization’s recruitment efforts more successful:

## **Know and Understand Your Organization**

It is important that both the leadership and the membership know what the organization goals and objectives are.

- What is the purpose of your organization?
- Where do you plan for the organization to be in six months? A year?
- What direction is your organization taking?
- What type of members do you need to help the group succeed? Who would you like to have join?

## **Set Recruitment Goals**

Now that you know the type of people you are interested in recruiting, the next step is to set some recruitment goals. How many new members can your organization reasonably assimilate into the group? Will you allow people to join at any time or only during a pre-designated recruitment period? Will you hold a mass meeting or is membership by invitation only?

- Keep your membership profile in mind. When designing your recruitment strategy, ask yourself what places do these prospective members most likely frequent? Do they have special interests? What kind of publicity would attract their attention?
- Remember what made you get involved. Probably the most important step in designing a recruitment strategy is for you to think back to when you first became involved. What attracted you? How were you recruited? If you weren't, how did you hear about the group? Why have you stayed involved?

## **Get Everyone Involved**

Have your current members identifying people they know who might want to get involved. Personally invite them to attend a meeting. Word-of-mouth is the best and least expensive type of publicity you can use.

- Talk about your group. Tell people what you have to offer them. Ask them about themselves – and really listen.
- Sell your organization and the benefits of membership. Personalize the message to each potential member and let them know how their talents, skills, and interests would help the organization and how the organization can help them achieve their goals.
- Set up a series of Informational Meetings.
- Set up an Informational Table in the Centennial Center, and during Big Tent Day, Early Enrollment Day, and Destination RSU.
- Have members reach out to Faculty and Staff who encounter students searching for involvement.
- Ask each current member to bring a friend to your next meeting.

## **Design an Advertising Campaign Using Visual Elements**

Recruitment campaigns need to have a visual element as well. Have those members with artistic talents work on your posters, flyers, banners, brochures, etc. Be creative. Get the publicity up early enough. Your publicity can be effective only if it's noticed.

**Hold an Orientation for New Members**

- Many groups find it beneficial to have a meeting or ceremony to welcome new members. Group participation in some form of official initiation process is one way to make your members feel wanted, needed and appreciated.
- Teach new members about your organization prior to putting them in leadership or committee roles. Although involvement is crucial to the longevity of the group, understanding the organization and its goals and objectives, structure, norms, and taboos is equally as important.
- Elements of a successful orientation program include information on:
  1. The rights and responsibilities of members
  2. Organizational governance, operating policies, and procedures
  3. Organizational history, traditions, and programs
  4. An overview of campus services, activities, programs for student organizations
  5. Information about any support groups or affiliations a group may have
  6. A packet with contact information, a copy of the constitution, and statement of the organization's goals.

**Officer Transitions**

One of the challenges with running a student organization is the rapid coming and going of group members. Maybe you have realized that you have had to give up some activities as you take on more responsibilities and/or harder coursework. You may feel as though you were thrown in to your current position and wish you would have been given more guidance on how to lead your organization. This is why it is essential to have a smooth officer transition, that way the organization does not have to start from scratch each year. Here are some basic steps to follow to have a successful transition:

*Maintain a transition binder*

Begin keeping all important things you have learned as well as any business of your organization well organized as soon as you begin your new position. This not only provides the new officer with a solid baseline to start, but will also help you do a better job by keeping yourself organized. At the time of transition, the binder also serves as a tool for you to effectively reflect on your experiences and better prepare for future leadership roles.

The binder should include:

- The mission and goals of the organization
- Specific goals to accomplish during your term with space to review outcomes
- A copy of the most current constitution and bylaws
- Detailed officer descriptions
- Committee descriptions
- A copy of the current Rogers State University Student Organization Handbook
- Meeting minutes
- Financial records
- Have a list of tips such as:
  - I wish someone would have told me \_\_\_\_\_ when I started.
  - Some resources I wish I would have known about sooner are...
  - What worked well?



- What didn't go well?
- What challenges did you face?
- What are some tips about the culture of the organization and the students who are members?
- What are some long term goals yet to be accomplished?

*Have one-on-one training time*

Meet up with your replacement as soon as possible so that you may communicate to them in more detail the advice outlined in the transition binder. This will be a good chance for the new officer to ask questions of a peer who can guide the new officer on a path to a positive and successful experience.

*Plan an officer retreat or orientation*

Work with the advisor and the outgoing officers of the organization to organize a time where all the incoming officers can get together to get to know one another better and understand the specific duties of their new position. Most importantly it will provide an opportunity for the officers to communicate their personal goals for the organization and lay the groundwork for a successful year. An off-campus retreat is a great way to do this as it provides the officers with a chance to disconnect from the distractions of campus and reflect on their vision for the organization. Holding the retreat off-campus however can be logistically difficult and the budget may not allow for it. It is essential that the officers are able to have some type of orientation prior to their first meeting or event so that they may develop a clear direction and get organized for the year.

*Develop clear goals for the year*

Develop your own personal goals of what you plan to achieve during your term. Remember that this position is a learning opportunity, but you are only going to get out of it what you put into it. With this outline in place you will be able to accurately gauge your personal and organizational progress. Be sure to communicate your goals to fellow officers so that you can all be on the same page and work together effectively to achieve your shared mission.

*Create a Calendar*

You and your fellow group members may have come up with some good activity ideas and events, but unless the planning process is initiated, they will never happen. The initial calendar does not to be set in stone, as other University and student events may conflict, but it should give a solid baseline of how the semester goals will be achieved through the year.

## **Hosting an Event**

Registered Student Organizations planning an activity, project, or fundraiser on university facilities must complete and submit a Campus Event Form to the Office of Student Affairs prior to advertising, making commitments, and arranging the event. The RSO's advisor is responsible for supervising the campus activity.

### **Event Timeline**

At least six weeks in advance of the event/activity:

1. Determine a date & time for your event. For current events scheduled, please visit the [RSU Calendar](#).
2. Meet with your organization's advisor to discuss event plans.

3. Reserve a location.
4. Research exact costs for items needed and contact the companies/vendors to make sure they accept Purchase Orders.
5. If using a vendor, contact the Office of Student Affairs at 918-343-7579 in order to determine if the company/individual is already an approved vendor. If they are not an approved vendor, or their company information has changed, the company will need to fill out and return a [New Vendor Request and Update Form](#).
6. Plan your activity and submit an [Event Registration Form](#) and [Event Funds Proposal Form](#) (if using funding from SGA) with accurate costs to the Office of Student Affairs and the SGA Treasurer.
7. Student Organizations requesting SGA funding must present their proposal to the executive committee and to the SGA student congress (see SGA funding in Statues and Bylaws for more information).

At least one month in advance of the event/activity:

8. Plan your activity and submit an [Event Registration Form](#) and [PO Request/P-Card Form](#) (if using funding from Student Organization Account) with accurate costs to the Office of Student Affairs. (Please leave extra time if you are requesting a check or Reimbursement).
9. Students are allowed the use of the student activities P-Card if the item can be purchased online and sent to the University. Students must order their items in the Office of Student Affairs, with the P-Card holder present. The P-Card purchasing form must be filled out and reviewed prior to purchase. A PO request form is not needed for these purchases.
10. Students wishing to purchase items from Walmart must fill out the PO Request form or Funds Proposal Form (SGA). After the funds are approved the student organization advisor must check out the Walmart card and go with the student organization to purchase the products. No exceptions will be made.
11. Attend a meeting with the SGA Executive Committee to determine funding (if Student Government Association funding has been requested).
12. If traveling, follow the policies for Planning a Student Organization Trip and submit the [Student Travel Authorization for Registered Student Organizations](#) if funds will be used for travel of more than 50 miles from campus.

At least two weeks in advance of the event/activity:

13. Check with the Office of Student Affairs for Purchase Orders for items/products/services purchase.
14. Submit flyers/online publicity materials to the Office of Student Affairs (due at least 10 days in advance) if you would like feedback or want flyers posted on University-managed bulletin boards.
15. If your event involves a level of risk, have each participant fill out a [Release Form](#) prior to participating.

After the event/activity:

16. Submit an [Event Follow-Up Form](#) if SGA funds were used in order to maintain good standing and to be able to use funds again in the future.
17. Deposit any fundraising income received to your student organization account.

### **Facility Use Policy**

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.

For more information, please view the [Facility Use Policy](#) which will help guide you/your organization through the process of using various University spaces.

### **Solicitation**

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.

For more information, please view the [Facility Use Policy](#).

### **Individual Student Use of Facilities**

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.

For more information, please view the [Facility Use Policy](#).

### **Holding an Event Off-Campus**

All RSO activities must be registered, regardless of whether they are on or off campus. The University does not assume liability for unforeseeable incidents that occur during the event. All laws established by the city, county, state, and federal government are expected to be followed through the course of the event.

If your event involves a level of risk or involves group members traveling more than 50 miles, please have each participant fill out the [Off Campus Waiver and Release of Liability](#).

### **Showing a Film on Campus**

An organization planning to show a film will need to provide proof that the “rights” to show the film have been obtained. Ownership or rental of a movie does not entitle the owner or renter to show the film. Licenses to show films can be purchased from several different companies. Please see the Office of Student Affairs for a list of film distributors and for more information. Consider activating subtitles/closed captioning to make your event more accessible.

### **Catering and Food Services**

The currently contracted campus food service provider, Sodexo Inc., has exclusive contractual rights to provide food to the campus with specified exceptions. To learn more about their services, call 918-343-7843 or visit <https://rogersstate.sodexomyway.com/catering/index.html>.

Exceptions to the contract for providing food on campus:

- Potlucks
- Events held off campus

- Student organization bake sales and fundraisers
- Student theatre concessions
- Special campus community events as approved by the Coordinator of Student Activities and the General Manager of Sodexo (e.g. Big Tent Day and Big Thing Day). One month advance notice is required for these events.

### **Potluck Guidelines**

- Food and beverages may be prepared and consumed by groups.
- Sponsors of and participants in potlucks must follow food safety procedures to reduce the risk of food-borne illnesses.
- Potlucks that are advertised or open to the public are not allowed.

### **Fundraiser Guidelines Relevant to Food Sales/Service**

- Student groups must complete and file a Campus Event Form at least one month before the event.
- Food must be individually wrapped in food grade plastic or foil, or food must be covered and have serving utensils available.
- Items are not required to, but should have a list of common allergens that may be present (such as nuts, wheat, and milk).
- Students are responsible for reserving tabling space in their respective buildings.

### **Publicize at RSU**

Registered student organizations are permitted to advertise on-campus through use of flyers, posters, chalking, social media, and through the RSU Website. In addition to RSOs, individuals running for SGA elected positions and Homecoming candidates are also permitted to publicize on campus with approval from the Office of Student Affairs. Please review policies specific to each type of advertising below.

#### **Flyers/Posters/Banners/T-shirts**

Approval for flyers and posters must be obtained from the Office of Student Affairs for hanging in academic buildings and around campus. Publicity must be turned in to the office of student affairs at least one (1) week before the event in order to be posted. Any materials turned in before 11:00am will be posted that day, anything brought after the 11:00am time period will be posted the next business day. Any posting in campus housing must be approved through the Office of Residential Life and must be turned in at least three days prior to the event for posting.

Posters sponsored by one organization must be a half-sheet (8.5"x5.5") in order to be posted. Events sponsored by multiple organizations may be a full sheet (8.5"x11").

Requests for flyer/poster approval must include a copy of the material to be printed. Flyers will not be approved if information on the flier is not consistent with the Campus Event form. Do not print any final versions of material until approval has been received.

All advertising, promotional, or informational material designed for display on any surface is restricted to permanent bulletin boards inside and outside University buildings. Any publicity placed improperly is subject to

removal by campus personnel at the registered student organization's expense. The only exceptions to this rule are for Student Government Elections and Homecoming Elections.

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.

The Office of Student Affairs is responsible for posting all flyers and removing them from University bulletin boards after the event date.

### **Chalking**

Pre-approval for chalking must be obtained from the Office of Student Affairs. The material used to mark the walk must be water-soluble chalk. Chalked messages are restricted to horizontal concrete sidewalks and must not be placed under any building overhangs or within ten (10) feet of any building entrance. It must be done in open areas that can be directly washed by rain.

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.

The Office of Student Affairs maintains the rights to remove chalking that does not follow the above requirements.

### **Brochures**

There is space in the Office of Student Affairs where RSOs may place brochures and publicity materials. Brochures may be used by any member of the Student Affairs Team to promote your organization to potential members.

### **RSU Website**

RSU lists RSOs on its website at: <http://www.rsu.edu/campus-life/student-organizations/>. The list of registered student organizations is maintained by the Office of Student Activities.

RSU Public Relations can provide RSOs with web pages containing general information about the organization, its purpose and mission, officers, meetings and activities. Any student organization interested in providing written content and photos for their organization's page on the University's website should submit their content to the Office of Student Activities.

### **Social Media**

All student organizations are encouraged to create and maintain accounts on Facebook, Twitter and other social media sites, as applicable. The RSU Public Relations department offers support to all student organization

social media accounts in an effort to promote sustainability of said accounts, ensure consistency in use of University brands, and provide technical assistance when needed.

Terms of support:

1. RSU Public Relations offers support establishing these pages when requested.
2. RSOs are asked to provide RSU Public Relations with up-to-date login information for the social media page, or – in the case of Facebook - for a staff member to be made an administrator, to ensure accounts can be accessed in case of turnover among the student organization’s leadership.
3. RSU Public Relations offers support branding the pages by working with the organization to develop a profile image that meets the University’s standards for use of official RSU branding.
4. Student organizations are encouraged to regularly review the content of their pages to ensure the privacy of their members is protected, that content does not include copyrighted materials, and that usage meets with the RSU Computer Use Policy provided to students in the *RSU Student Code*.
5. RSU will not determine appropriate content for student organization social media pages. However, if RSU Public Relations receives a complaint, it reserves the right to investigate and correct a page that:
  - a. Contains pornography or obscenities
  - b. Displays images of students engaging in activities that are illegal or in violation of University policy as outlined in the *RSU Student Code*
  - c. Incites activity that is illegal or in violation of University policy as outlined in the *RSU Student Code*
  - d. Constitutes a personal attack or threat against another individual or identifiable group of people

**T-Shirts**

All purchases of promotional items, advertising, or other uses of the university marks or name are to be pre-approved through the Public Relations office at [pr@rsu.edu](mailto:pr@rsu.edu) prior to purchase or production. The campus print shop, in conjunction with the PR office, will work to ensure consistency of university marks and style guidelines for printed pieces produced on campus.

To help create consistency with RSU’s branding efforts, the university requests that all wearable items (t-shirts, hats, etc.) purchased for a club or organization be created in university colors.

The official RSU institutional colors are Blue (primary) and Red (secondary).

Blue (primary):			Red (secondary)			
PMS: 289	R: 0 G: 34 B: 68	C: 100 M: 76 Y: 10 K: 65	PMS: 200	R: 183 G: 18 B: 52	C: 3 M: 100 Y: 66 K: 12	

**Please Note:** In some instances, depending upon the porous nature of paper, fabric or other materials used in the printing process, colors may appear to be distorted. In these cases, a slight variation from the official school colors may be necessary to preserve the integrity of the colors appearance.

## **Plan a Student Organization Trip**

If your registered student organization is planning a trip more than fifty (50) miles away from campus there are several steps you should take in order to comply with University policy and ensure a safe and fun journey for your members.

During the planning stages for any organizational trip you must first receive pre-approval to travel from the Vice President for Student Affairs. Pre-approval may be granted following completion and submission of the [Student Travel Authorization Form for Registered Student Organizations](#). This form must be submitted to the Office of Student Affairs at least five (5) weeks prior to the scheduled date of travel, and at least five (5) weeks in advance if University funds are used.

As an organization it is your responsibility to make sure you keep important documents on file regarding your travel plans and participants so information will be available if it becomes necessary.

These are the documents your group should have on file:

- List of participants, campus addresses, local phone(s), and emergency contacts
- Copies of drivers licenses for all drivers (if applicable)
- Proof of current liability insurance (if using personal vehicles only)
- Medical Information for each participant
- [Off Campus Waiver and Release of Liability](#) for each participant
- [Conference Delegate Contracts](#) (if attending a conference on behalf of the University or your organization)

Copies of these documents should be kept in the advisor's office, in a secure place designated by the president, and on-hand during the actual trip. Having multiple copies of this information will ensure that it is available in case an emergency arises.

Your organization must also designate a University employee to serve as an emergency contact. The employee can be your advisor if he/she is not going on the trip. However, if your official advisor will be traveling with the group, the emergency contact needs to be another person at RSU.

For more details on what is required for organization travel, please view the Student Group Travel policy (section 4.11.1) of the OU Board of Regents Policy Manual:  
<http://www.ou.edu/regents/CURSUPolicyManual.pdf>.

## **Financial Accounts**

One of the many benefits of being a student organization is that you have a financial account in the Office of Student Affairs. Student organizations are required to use these accounts for financial transactions. If you are a new student organization or do not yet have an account, you can request one by visiting the Office of Student Affairs.

All money in the organization's account shall be transferred to the Student Activities General Budget if an organization is inactive for more than one academic year.

Student Organizations should make deposits within 2 business days of receiving any cash or checks. Deposits can be made at the front desk of the Office of Student Affairs. In order to utilize funds in organization accounts, student groups must utilize Rogers State University's fiscal process.

Please see information on planning a student organization event to see a suggested timeline for using funds from your financial account.

Note: It is University policy that all cash (checks, currency, and coin) collected by University departments and student organizations should be deposited on a daily basis with the Bursar's Office.

### **Apply for SGA Funding**

All student organizations applying for SGA funding should submit their request at least one month prior to the event.

As of July 1 2016, student organizations will no longer have set appropriated funds for their respective organization. The new funding guidelines are listed below.

Student organization wishing to request appropriated funds for the 2016-2017 school year, must attend the Student Organization Leadership Retreat and have their event registration form filled out, submitted and approved along with the SGA Funds form by July 1, 2016 to be eligible for appropriations. All forms that are turned in and complete will go before the SGA Finance committee in July. It will be the committee decision to appropriate funds accordingly.

Student Organizations may still ask for funding during the school year by following the guidelines set forth in Title Four: Appropriations the RSU SGA Statues and Bylaws.

Please see information on planning a student organization event for a suggested timeline for using funds from the Student Government Association.

Viewpoint discrimination is not allowed in the funding process. Any organization that is denied funding has the right to see in writing why they were denied. To appeal a decision, submit a [Student Complaint/Grievance Reporting Form](#) to the Office of Student Affairs.

### **Setting a Budget**

A budget is an outline of financial expenses expected by the student organization. It is a tool that can help plan and control organization funds.

*How to develop a budget:*

- Begin preparations a month or more in advance
- Prepare an outline of the organization's planned activities for the upcoming year
- Determine the available funds including expected income (fundraisers, dues, carry over balance from the previous year)
- Rank order of programs by their relative importance
- Negotiate and eliminate less essential costs
- Vote to approve budget



*Managing a budget:*

- Once approved, a budget should be closely monitored
- Keep an accurate log of financial transactions
- If projects go over the estimated amount, reevaluate your current budget and see if funds can be moved from items with lower priority
- Make suggestions for the following year

**Fundraising**

Many student organizations have big plans and excellent ideas for programs or services; however, few organizations have the finances to make these plans real. It is important for student organizations to have some kind of fundraising plans and to execute those fundraisers with the utmost professionalism, accountability, and legitimacy.

Fundraising events can be a lot of fun for all involved. It is important to make the fundraising project a group effort and to get as many people involved as possible. Not only will you have more help to accomplish your goals, but you will also get more people interested in giving money. The key to being successful in fundraising is to be creative and to keep your goal in mind.

Members of your organization will not get excited or interested in your fundraising efforts if they do not know where the money will go. In addition, members of the community will not give unless there is a good cause. Make sure that the reason you are raising money is a legitimate cause, and let everyone know why you are raising funds.

4. Set goals. An overall goal and individual goals will help members know when they have contributed their share.
5. Ask for suggestions from your members. They will be more likely to commit to a project when they are involved in the planning process.
6. Review what has been done before and try to analyze what has worked, what hasn't worked, and why.
7. Determine who you're marketing to: college students, parents, faculty and staff, etc.
8. Update everybody regularly on your progress.
9. Recognize everyone who has helped with the project.
10. Thank supporters. Give your big donors a tangible reminder of how they contributed for a good cause.

Any fundraising activity, whether on behalf of students, faculty/staff, schools, or programs, must be approved by the Vice President for Development. Any communication developed for potential donors, whether individuals, corporations, or foundations, must be approved by the Vice President for Development. This includes proposals, letters, brochures, and pledge or gift cards. This policy is designed to protect the University's friends and alumni from multiple solicitations by schools and programs. If multiple University divisions seek to solicit the same prospective donor, the President may be asked to make the ultimate decision on which entity will move forward with a solicitation.

The Campus Event Form must describe the fundraising initiative to be undertaken, being sure to provide any and all proposals, letters, potential donor lists, and monetary or in-kind donation goals which will require approval by the Vice President for Development, facilitated by the Coordinator of Student Activities

## **Regalia**

Graduating members of RSOs may wear certain items of regalia in keeping with the University's academic and organizational regalia policy during the commencement ceremony in order to recognize student involvement and to encourage and promote student pride in their respective organizations and the University. Proposed student organization regalia must be approved through the Office of Student Affairs and may not conflict with:

1. The [Regalia Policy](#) and regalia items listed on the RSU website
2. Regalia for any National Honor Society
3. Any of the registered regalia for any other student groups

## **Hazing**

Consistent with both the mandates of Oklahoma and national law, and the University's position on the dignity of the individual, Rogers State University maintains that no member of the RSU community (faculty, staff, or students) shall indulge in any physical abuse or undignified treatment of any other members of the RSU community through activities known as hazing. The University reserves the right to take disciplinary action against individual students and/or groups involved in hazing activities. 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.*

Students reporting incidents should seek recourse through the disciplinary code. The institution also reserves the right to investigate any rumors of alleged hazing, whether or not a direct student complaint has been received.

Students, faculty, or staff who would like to report an incident should seek recourse through the Office of Student Affairs.

### **Alcohol**

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 policy prohibits illegal use of drugs and alcohol on Rogers State University property, Student Organization Travel or as part of activities sponsored by Rogers State University.

Student organizations can significantly improve personal safety and reduce liability by not providing alcohol to any person. If alcohol is to be provided at an organization sponsored event, the organization, its officers, and the members will be held accountable if the following policy is not followed, and must complete the [Alcohol Event Notification Form](#).

- The possession and/or consumption of 3.2 beer or other alcoholic beverages is not allowed in or on the property (including leased property) of Rogers State University.
- The possession, sale, use or consumption of alcoholic beverages, during a student organization event, in any situation sponsored or endorsed by the organization, or at any event an observer would associate with the organization, must be in compliance with all applicable laws of the state, province, county, city and Rogers State University.
- All events with alcohol must use a Third-Party vendor with a cash bar to distribute alcohol.

## EXHIBIT X

- No alcoholic beverages may be purchased using organization funds nor may the purchase of alcohol for members or guests be undertaken or coordinated by any member in the name of, or on behalf of, the organization. The purchase or use of a bulk quantity or a common source of alcoholic beverage, e.g. kegs or cases, is prohibited.
- No members, collectively or individually, shall purchase for, serve to, or sell alcoholic beverages to any person under the legal drinking age.
- No organization may co-sponsor or co-finance a function where alcohol is purchased by any of the host organization, groups or chapters, regardless of their affiliation with Rogers State University.
- All recruitment activities associated with any organization will be non-alcoholic.
- Identification must be checked at the door and those over the legal drinking age should be marked using a unique and visible wristband.
- All events must have a guest list limiting members to up to two guests each.
- Appoint members of your organizations who agree not to consume alcohol that day. They will be responsible for assisting in any emergencies, and can help people who are intoxicated find appropriate transportation.
- Transportation options for inebriated guests must be made available.
- Drinking games are not permitted at student organization events. Such games encourage a large consumption of alcohol in a short period of time and are heavily associated with alcohol poisoning.

In addition to the above policy, the following are suggestions in order to make your event safe for members and guests:

1. Focus on the activities and decorations for the event, and make sure that alcohol is not the main focus of your event.
2. Serve food at your event.
3. Provide attractive non-alcoholic beverages.
4. Stop serving alcohol at least one hour prior to the end of the event.

### Violation of Policies

Should a student organization or any member of that organization engage in conduct that violates (a) University rules, regulations, or policies, or (b) local, state, or federal law, such violations may result in disciplinary action against the organization and/or the students involved.

Individual officers or members of a registered student organization engaged in prohibited conduct may face individual charges and sanctions; however, should the prohibited conduct be widespread within an organization; be encouraged or sanctioned by the organization; or the organization officers should have reasonable knowledge of the prohibited conduct and made no effort to stop or report that behavior, the organization may face organizational sanctions as well. The student organization shall also be responsible for violations occurring during informal activities, which are identified as being initiated by members of the organization.

Student organizations may be suspended or expelled from University registration as an organization and/or from University sponsored or sanctioned activities as a result of violations of *The Student Code* and the *Student Organization Handbook* by the organization as a whole or by its individual members at organization-related formal or informal activities.

**EXHIBIT X**

Student Organizations who violate policies are responsible to the Office of Student Affairs. Disciplinary procedures and possible sanctions against individual students are set forth in *The Student Code*.

SIXTH AMENDMENT

THE BOARD OF REGENTS OF THE UNIVERSITY  
OF OKLAHOMA ON BEHALF OF ROGERS STATE UNIVERSITY

AND

SODEXO OPERATIONS, LLC

THIS SIXTH AMENDMENT ("Amendment"), dated June 16, 2016, is between THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA ON BEHALF OF ROGERS STATE UNIVERSITY ("Client") and SODEXO OPERATIONS, LLC ("Sodexo") individually referred to as "Party" and collectively referred to as "Parties."

WITNESSETH:

WHEREAS, Parties entered into a certain Management Agreement, dated March 17, 2011 ("Original Agreement") whereby Sodexo manages and operates Client's Food Service operation at the Premises;

WHEREAS, Parties entered then entered into an amendment dated November 22, 2011 ("First Amendment"); an amendment dated November 22, 2012 ("Second Amendment"); an amendment dated May 17, 2013 ("Third Amendment"); an amendment dated August 19, 2014 ("Fourth Amendment"); and an amendment dated July 7, 2015 ("Fifth Amendment"), collectively the Original Agreement as amended ("Agreement");

WHEREAS, the Parties now desire to amend the Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the Parties hereto agree as follows:

1. Effective July 1, 2016, Meals Plans A, B and C referenced under Section 4.5 shall include the following guest meals:

Meal Plan A - 5 guest meals/semester

Meal Plan B - 4 guest meals/semester

Meal Plan C - 3 guest meals/semester

2. The second to last paragraph under in Section 4.5 (Resident Meal Plans), Paragraph C, is deleted in its entirety and replaced with the following:

"Unused Block Meals and Declining Balance (DCB) Dollars shall roll over from the fall semester to the spring semester. Any Guest Meals associated with an above Meal Plan shall not roll over from one semester to the next (e.g. fall semester 2016 to spring semester 2017) and therefore, any unused Guest Meals at the end of a given semester shall be forfeited. Any unused Block Meals and DCB Dollars remaining at the end of a given spring semester shall be forfeited and shall be for Sodexo's account. Sodexo will invoice Client for the Commuter Block Plans as they are purchased."

3. Section 4.5 (**Resident Dining Program.**) shall be modified by having a new paragraph inserted thereunder, which shall read as follows:

“M. To-Go Box Program.

Client will provide Sodexo with a list of students, faculty members and staff members that will be allowed to participate in the “To-Go Box Program” discussed in more detail in this subsection M. In order to participate in the To-Go Box Program a student, faculty member or staff member needs to have a meal plan as described in this Section 4.5 (**Resident Dining Program.**)”

4. The following is hereby added to the Agreement as Section 7.6:

“7.6 Purchasing of Equipment and Remodel. Sodexo agrees to purchase various equipment and pay for installation costs for the Food Services (herein, the “Project”) at Client’s Premises, in an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00).

At such time as Sodexo receives the invoice for the Project, Sodexo will invoice Client for the Project. Client agrees to pay Sodexo within Client’s fifteen (45) days.

If the Agreement is terminated or expires prior to the complete reimbursement of the cost of the Project, Client shall reimburse Sodexo for the unpaid portion of the Project within fifteen (45) days of receipt of notice of termination or the expiration date.”

5. Section 8.8 (**Catering Fund.**) shall be deleted in its entirety and the following shall be inserted in lieu thereof:

“8.8 Catering Fund. Commencing July 1, 2016, Sodexo shall establish an annual catering fund in the amount of Eight Thousand Dollars (\$8,000.00) per year (“Catering Fund”). Unused amounts in the Catering Fund up to One Thousand Dollars (\$1,000.00) at the end of each year shall carry over to the next year. Unused amounts in the Catering Fund in excess of One Thousand Dollars (\$1,000.00) shall be forfeited. In the event this Agreement expires or is terminated, for any reason, all amounts in the Catering Fund shall be for Sodexo’s account, and Sodexo shall have no future obligations under this provision. The amount of the Catering Fund may be renegotiated as on-campus population increases.”

6. Except as otherwise expressly provided above, this Amendment is effective as of July 1, 2016, and thereafter, unless amended. In the event of any inconsistency between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall prevail. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect, except by necessary implication. Unless otherwise defined in this Amendment, a capitalized term shall have the meaning ascribed to it in the Agreement.

***[The remainder of this page intentionally left blank; signature page to follow]***

IN WITNESS WHEREOF, the duly authorized officers of the Parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

THE BOARD OF REGENTS OF THE UNIVERSITY OF  
OKLAHOMA ON BEHALF OF ROGERS STATE  
UNIVERSITY

By: \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_

SODEXO OPERATIONS, LLC

By: \_\_\_\_\_  
Jim Fjelstul  
Senior Vice President



**AMENDMENT TO THE ROGERS STATE UNIVERSITY FLEXIBLE BENEFIT PLAN**

Pursuant to the authority vested in the undersigned, Section 3.1 of the Rogers State University Flexible Benefit Plan (the “Plan”) is hereby amended to read as follows:

**“3.1 EMPLOYER CONTRIBUTION**

The Employer shall make available to each Participant **an Employer Contribution in an amount to be determined by the Employer prior to the beginning of each Plan Year and which may be applied to pay premiums for medical insurance coverage, or if the Participant who** has other medical coverage and ~~who~~ opts out of the Employer’s group medical plan ~~an Employer Contribution to be used for any Benefit under the Plan in an amount to be determined by the Employer prior t the beginning of each Plan Year. The Employer’s Contribution shall be made on a pro rata basis for each pay period of the Participant. If a Participant fails to make any election of Benefit Option,~~ then the Employer Contribution shall be distributed in cash to the Participant.”

Except as otherwise provided in this Amendment to the Rogers State University Flexible Benefit Plan (“Amendment”), the Plan is hereby ratified and confirmed in all respects. This Amendment shall be effective as of January 1, 2016.

EXECUTED as of the \_\_\_\_ day of \_\_\_\_\_, 2016.

THE BOARD OF REGENTS OF THE  
UNIVERSITY OF OKLAHOMA, on behalf of  
Rogers State University

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_