

**MINUTES OF A REGULAR MEETING
THE UNIVERSITY OF OKLAHOMA
JUNE 20, 2017**

	<u>Page</u>
Minutes of a Regular meeting held May 11, 2017.....	35630
Meeting Dates for 2018	35629
REPORT OF THE CHAIRMAN OF THE BOARD OF REGENTS	35609
<u>ROGERS STATE UNIVERSITY</u>	
REPORT OF THE PRESIDENT OF THE UNIVERSITY	35610
Fiscal Year 2018 Budget Plan.....	35610
Tuition Rates and Mandatory Fee Rates for Fiscal Year 2018	35611
Substantive Program Changes	35613
Revisions to the Gender-Based Misconduct Policy for Students	35614
Revisions to the Student Code of Conduct/Handbook	35615
Revisions to the Residential Life Handbook	35616
Revisions to the Student Organization Handbook	35616
Annual Audit Plan for Fiscal Year 2018.....	35617
Academic and Administrative Personnel Actions	35618
Nonsubstantive Program Changes	35619
Curriculum Changes	35619 35620
Renewal of Contract for Custodial Services.....	35619 35620
<u>CAMERON UNIVERSITY</u>	
REPORT OF THE PRESIDENT OF THE UNIVERSITY	35621
Fiscal Year 2018 Budget Plan.....	35621
Tuition Rates and Mandatory Fee Rates for Academic Year 2017-2018.....	35623
Substantive Program Changes	35625
Food Services Contract.....	35626
Annual Internal Audit Plan for Fiscal Year 2018	35626
Academic and Administrative Personnel Actions	35627

Nonsubstantive Program Changes	35628
Curriculum Changes	35628
	35629

THE UNIVERSITY OF OKLAHOMA

REPORT OF THE PRESIDENT OF THE UNIVERSITY	35630
Fiscal Year 2018 Budget Plan.....	35630
Tuition and Mandatory Fee Rates for Fiscal Year 2018.....	35631
Housing and Food Service Rates for 2017-2018	35632

HEALTH SCIENCES CENTER

Substantive Program Changes	35632
Bylaws of OU Physicians	35634
Name Change—Department of Otorhinolaryngology.....	35634
Professional Service Agreement.....	35634
Oklahoma City Clinic Renovation and Addition Study	35635
Electronic Medical Records License Expansion and Technical Support	35636
Physician Practice Management Software Maintenance	35637
Health Sciences Center Quarterly Financial Analysis	35637
	35638
Prime Food Supplier	35637
	35638
Preferred Computer Related Technology Lease Agreement	35637
	35639
Apple Technology Acquisitions	35637
	35640
Staffing Services for Information Technology Projects	35637
	35640
Oracle Maintenance	35637
	35642
Copier/Multi-Function Device Leasing	35637
	35643
Credit Card Transaction Processing.....	35637
	35644
Quarterly Report of Purchases	35638
	35644

Nonsubstantive Program Changes	35638 35645
Curriculum Changes	35638 35651
Managed Provider and Reseller Agreements for Cisco Equipment, Services and Maintenance	35638 35651
Security Personnel Services for Athletic Venues	35638 35652
Norman Campus Quarterly Financial Analysis	35638 35653

NORMAN CAMPUS

Awards, Contracts and Grants	35653
Honorary Degrees	35654
Change the Name of the College of Liberal Studies to the College of Professional and Continuing Studies	35654
Substantive Program Changes	35655
Gallogly College of Engineering – Naming of Lecture Hall	35665
Acquisition of Foreign and Domestic Periodicals and Subscriptions for University Libraries	35666
Appointment of Trustee for Lew Wentz Foundation	35667
Engineering Academic Building	35667
Northeast Corner of Lindsey and Jenkins Intersection Redevelopment Study	35668
Amendments to Optional Retirement Plan and Defined Contribution Retirement Plan	35670
Student Rights and Responsibilities Code	35670
Annual Internal Audit Plan for Fiscal Year 2018	35671
Academic Personnel Actions	35671
Administrative and Professional Personnel Actions	35695
New Business	35716

**MINUTES OF A REGULAR MEETING
THE UNIVERSITY OF OKLAHOMA BOARD OF REGENTS
JUNE 20, 2017**

A regular meeting of the Board of Regents governing The University of Oklahoma, Cameron University, and Rogers State University was called to order at the Oklahoma Hall of Fame Gaylord-Pickens Museum in Oklahoma City, Oklahoma, at 3:30 p.m. on June 20, 2017.

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

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 Joe Castiglione, Nicholas Hathaway, Daniel Pullin, Ken Rowe and Clarke Stroud; 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 8:00 a.m. on June 19, 2017, both as required by 25 O.S. 1981, Section 301-314.

REPORT OF THE CHAIRMAN OF THE BOARD OF REGENTS

Chairman Bennett introduced Shannon Rich, President of the Oklahoma Hall of Fame, to give an overview of activities at the Gaylord-Pickens Museum. Ms. Rich welcomed everyone on behalf of the officers and directors of the Hall and Museum, several of whom were at the Regents' table (Regents Bennett, Burgess, Stone, and Albert, along with President McArthur). She stated that this is the Hall's 10th year in this facility and the 90th year of the Hall of Fame induction ceremony. The Museum is creating generations of proud Oklahomans by telling the story of Oklahoma through its people and the immersive exhibits available. Kids enjoy the opportunity to try the tools of different occupations such as surgery and professional basketball and are able to see themselves in those roles. Ms. Rich said the board and directors of the Hall are grateful for what the universities do in providing educational opportunities to students, and she shared that thanks to partners and tuition grants and scholarships the Hall is able to provide over \$4 million to students who want to continue their education in Oklahoma. Frequently there are a lot of those students who would not receive that education otherwise. She closed by saying that the Museum is open five days a week, trying to create Oklahoma heroes and connect them to the stories of Oklahoma.

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

President Rice first thanked Chairman and Mrs. Bennett for hosting dinner in their home and the Chairman for his arrangements for the retreat, noting particularly the hard work of his assistant, Marla Hibdon. The President, nearing the end of the fiscal year and preparing to move into a new academic year, took the opportunity to thank the RSU Committee for their assistance, patience, courage, advice and encouragement. He also thanked Dr. Purcell, her staff, Anil Gollahalli and the Legal Counsel office.

FISCAL YEAR 2018 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 continuing fiscal crisis with the state budget, the committee had regular meetings during the current fiscal year beginning in the fall to discuss the University's budget survey to the State Regents for Higher Education and in March the Budget Advisory Committee developed responses to the State Regents for Higher Education to address potential 10, 15 and 20 percent reduction scenarios to state appropriations for the FY 18 budget. An employee survey requesting their preferences to budget reduction options under consideration by the Budget Advisory Committee were solicited in April. During a campus-wide budget meeting on May 5th, results of the survey were presented.

During the May 19, 2017 meeting of the Budget Advisory Committee, members reviewed and considered the survey results, previous budget reduction scenarios presented to the State Regents for Higher Education, and developed final budget recommendations that were presented to the President. The budget includes reductions in the amount of \$829,743 and 12 furlough days. Other recommendations from the Budget Advisory Committee include the option to add six furlough days and implementing a reduction in force plan, if financial conditions warrant. The Budget Advisory Committee agreed to make an adjustment to the health insurance plan upon further research and prior to the University's next enrollment period.

After receiving a 17% reduction in state funding for the current fiscal year, the institution is still in the process of recovering from the massive cut. With a 6.1% reduction in state funding for FY 2018 and seeing state funding at levels below state funding received in 2001, the institution must continue further reductions and request an increase in tuition and fees to ensure financial stability and long-term sustainability.

BUDGET OVERVIEW:

Total projected revenue for FY 2018 is \$29,958,647 and is composed of the following:

• State appropriations	\$10,920,123	36.4%
• Tuition	\$12,348,914	41.2%
• Student fees	\$ 5,650,132	18.9%
• Gifts, grants and reimbursements	\$ 1,039,478	3.5%

Rogers State University's state funding was reduced \$696,923, or 6.1% from the levels allocated in the previous budget. Included in the reduction of \$696,923 is \$279,838 for Rogers State University's portion of the 2005 Higher Education Bonds. In addition, state funding for capital expenditures was reduced from the previous year of \$354,375 to \$332,822, or \$21,552 (4.66%).

Reduced state support has resulted in a greater reliance on revenue from student tuition and fees. Included in the budget is a 5% increase in tuition and fee revenue which is estimated to generate \$651,026, along with a 5% decline in enrollment.

Total projected expenditures for FY 2018 is \$32,830,669 and is composed of the following:

• Instruction	\$12,833,202	39.1%
• Public service	\$ 305,001	0.9%
• Academic support	\$ 2,332,198	7.1%
• Student services	\$ 3,062,670	9.3%
• Institutional support	\$ 3,842,992	11.7%
• Operation and maintenance of Plant	\$ 4,715,606	14.4%
• Scholarships and tuition waivers	\$ 5,739,000	17.5%

University expenditures will decrease \$129,489 from FY 2017. Included in the budget are mandatory cost increases of \$504,737 and 12 furlough days, estimated to save \$706,431. One furlough day is equivalent to \$58,869. 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 2018.

Administrative expenses are 11.7 percent of the budget and remain below the administrative cost guideline of 16% established by the Oklahoma State Regents for Higher Education for regional universities.

Funding for scholarships increased from \$5,260,000 in FY 2017 to \$5,739,000 or 9.1% in FY 2018 budget. The additional \$479,000 in available scholarships is anticipated to improve enrollment and help to offset student costs.

The projected unobligated reserve balance for June 30, 2018 is \$2,561,035 or 7.8% of the budgeted annual expenditures. The amount of the projected unobligated reserve is less than the 8.33% recommended by the Oklahoma State Regents for Higher Education and reflects improvement from last fiscal year.

President Rice recommended the Board of Regents approve the Operating Budget for Fiscal Year 2018 as presented.

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

TUITION RATES AND MANDATORY FEE RATES FOR FISCAL YEAR 2018 – 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 2017-2018 which reflects a 5.0% increase for resident students and 5.2% increase for non-resident students. The overall average increase in annual resident tuition and mandatory fees for a full time resident undergraduate student is \$330.00 annually or \$165.00 per semester. The overall average increase in non-resident tuition and mandatory fees for a non-resident undergraduate student is \$750.00 annually or \$375.00 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 \$159.00 per credit hour for students entering Fall 2017, Spring 2018 or Summer 2018. In comparison, the resident undergraduate guaranteed tuition rate for the 2016-2017 academic year was \$151.00 per credit hour.

Mandatory fees include the Culture & Recreation Fee increased by \$1.00 per credit hour and a new fee, Capital Projects/Equipment/Maintenance Fee of \$3.00 per credit hour to address purchasing equipment for faculty/staff and deferred maintenance of facilities. Overall, mandatory student fees reflect an increase of \$4.00 per credit hour.

Offsetting the additional cost to students are increased scholarships and other financial support. Resident tuition waivers and university scholarships will increase 9.1% from \$5,260,000 in FY 2017 to \$5,739,000 in FY 2018. RSU remains committed to keeping college affordable for a student body where 63 percent are eligible for receiving financial aid. For the past five 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 data (released in fall 2016) noted almost half (49 percent) of RSU’s 2015 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 2017.

President Rice recommended the Board of Regents approve the proposed tuition and mandatory fees rates for FY 2018.

UNDERGRADUATE TUITION RATES*(Non-resident students pay both resident and non-resident tuition)*

Proposed FY 18: Resident Tuition Per Credit Hour \$139.00	Annual Undergraduate Tuition and Mandatory Fees 30 Credit Hours – 2 Semesters \$6,870.00
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Proposed FY 18: Non-resident Tuition Per Credit Hour \$278.00	Annual Undergraduate Tuition and Mandatory Fees 30 Credit Hours – 2 Semesters \$15,210.00
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UNDERGRADUATE GUARANTEED TUITION RATES*(Available to first time resident students only)*

Proposed FY 18: Resident Tuition Per Credit Hour \$159.00	Annual Undergraduate Tuition and Mandatory Fees 30 Credit Hours – 2 Semesters \$7,470.00
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GRADUATE TUITION RATES*(Non-resident students pay both resident and non-resident tuition)*

Proposed FY 18: Resident Tuition Per Credit Hour \$166.00	Annual Graduate Tuition and Mandatory Fees 24 Credit Hours – 2 Semesters \$6,144.00
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Proposed FY 18: Non-resident Tuition Per Credit Hour \$283.00	Annual Graduate Tuition and Mandatory Fees 24 Credit Hours – 2 Semesters \$12,936.00
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MANDATORY FEES*(Charged by the credit hour)*

	<u>FY 2017 Rate</u>	<u>FY 2018 Rate</u>
Culture & Recreation Fee	1.00	2.00
Capital Projects/Equipment/Maintenance Fee	0.00	3.00

Regent Burgess moved approval of the recommendation. The following voted yes on the motion: Regents Humphreys, Rainbolt-Forbes, Burgess, Stone, Albert and Keating. 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 English and Humanities
Bachelor of Arts in Liberal Arts (109)

PROPOSED CHANGES:

Course Modification

- Delete prerequisites from ENGL 3513 Literature for Children and Young Adults:
 - ENGL 1213 Composition II
 - ENGL 2613 Introduction to Literature
- Change course description of ENGL 3513 to reflect deletion of all prerequisites

COMMENTS: Requiring prerequisites reduces the pool of potential enrollees; other upper-level English literature courses do not have prerequisites, nor should they.

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

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

REVISIONS TO THE GENDER-BASED MISCONDUCT POLICY FOR STUDENTS – RSU

RSU seeks to update the Gender-Based Misconduct Policy for Students, which was first approved by the Board in June 2015. These revisions are to clarify the internal processes involving issues with staff and faculty. After applying the last revisions to the policy, it was determined that the process for referring Title IX issues for faculty and staff found in violation of the policy was unclear. The revisions resolve any issues. The proposed revisions are attached hereto as Exhibit A.

- Revisions to clarify and expand upon the options for resolving Title IX complaints on informal bases.
 - Re-characterizing the mediation process as “Conflict Resolution” and clarifying when it may be used. This option is used only when both parties agree and involves seeking appropriate remedies (awareness training, reflection, etc.) to resolve the conflict rather than disciplinary sanctions. This option may not be used in cases involving sexual violence.
 - Clarifying when the “Informal Resolution” process for resolving Title IX complaints may be used. This informal, non-hearing resolution option may only be used when the respondent admits responsibility, the investigation makes findings that both parties accept, or when both parties agree to using the informal process and the Title IX Coordinator agrees that it should be used. Additionally, the investigator is authorized to investigate and address other policy violations occurring in concert with the gender-based misconduct.
- Clarifying the internal processes for handling Title IX complaints involving issues with staff and faculty. Specifically, the investigator, upon concluding an investigation, is required to refer matters involving faculty and staff to the appropriate authority for action, including discipline if so warranted (*i.e.*,

discipline for staff found in violation of the policy will be administered according to the Human Resources Policies and Procedures Manual and discipline for faculty found in violation of the policy will be administered according to the Academic Policies and Procedures Manual).

- Revisions to state law definition of crimes required by the Violence Against Women Act and the Clery Act.
- Formatting and scrivener's errors.

President Rice recommended the Board of Regents approve amendments to the RSU Gender-Based Misconduct Policy for Students to clarify processes relating to complaints involving staff and faculty, to expand options for resolving matters on informal bases, and incorporate updated Oklahoma crime definitions.

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

REVISIONS TO RSU STUDENT CODE OF CONDUCT/HANDBOOK – RSU

RSU seeks to clarify several areas of prohibited conduct in the Non-Academic Code of Conduct section of the Student Code. These enhancements will improve conduct officers' ability to hold students accountable for certain violations. Several additional changes are proposed to the Administration of Student Code section. The modified Code is attached hereto as Exhibit B.

- Revisions to prohibited conduct.
 - Removing mental harassment and replacing it with a more refined definition for harassment, intimidation or bullying.
 - Clarifying that stalking in this portion of the code is not based on gender; that is covered under a separate policy.
- Adding an honesty standard requiring individuals to provide true and correct statements to the best of their knowledge and preventing students from providing false or misleading information. It does not require students to respond to questions when asked.
- Expanding disciplinary penalties to include more corrective behavioral sanctions to avoid:
 - Anger, alcohol, and/or drug abuse assessments as a disciplinary penalty;
 - No contact restrictions; and
 - Parental or guardian notifications as permitted by law.
- Modifying the grounds for appeal by clarifying the standard for the discovery of new evidence and eliminating harshness of sanctions.
- Formatting and scrivener's errors.

President Rice recommended the Board of Regents approve amendments to the RSU Student Code of Responsibilities and Conduct to incorporate several changes that reflect current best practices in Student Affairs administration and will better support the student experience.

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

REVISIONS TO THE RESIDENTIAL LIFE HANDBOOK – RSU

RSU seeks to update the RSU Residential Life Handbook, which is provided online to resident students as a guide for policies and procedures related to living on campus. The Residential Life Handbook has not had substantive updates for several years, and proposed changes to the Student Code need to be duplicated in this resource. Other proposed changes throughout the document serve to improve wording or clarify procedures to better inform students. The proposed revisions are attached hereto as Exhibit C.

- Clarification of managerial processes and student expectations, including notice, trash removal, quiet hours, etc.
- Revisions to gender discrimination and conduct statement to conform to Gender-Based Misconduct Policy for Students.
- Imposing new requirement that students missing mandatory community meetings will be required to complete policy questions relating to community rules and regulations.
- Amending the penalty for drug offenses. First offenses are no longer automatic termination of the housing contract. A first offense is now punishable by e-checkup/assessments, educational discipline (reflection paper or community service), or termination of housing contract. Second drug offenses will result in automatic termination.
- Modifying the grounds for appeal by clarifying the standard for the discovery of new evidence and eliminating harshness of sanctions.
- Contributing or failing to report violations may be considered violations of the policy.
- Formatting and scrivener's errors.

President Rice recommended the Board of Regents approve amendments to the RSU Residential Life Handbook to align with proposed changes to the RSU Student Code of Conduct and Responsibilities and to provide needed updates to this student policy resource.

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

REVISIONS TO THE STUDENT ORGANIZATION HANDBOOK – RSU

RSU seeks to update one section of the RSU Student Organization Handbook (pp.24-25) outlining the process by which student organizations may apply for funding through the Student Government Association. The proposed revisions are included below.

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 academic 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 to be eligible for appropriations. All forms that are turned in and completed before the set deadline will go before the SGA Finance Committee in July. It will be up to the committee's discretion 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.

President Rice recommended the Board of Regents approve amendments to the RSU Student Organization Handbook to better align with the RSU Student Government Association bylaws, as both documents help direct student organization activity on campus.

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

ANNUAL AUDIT PLAN FOR FISCAL YEAR 2018 – 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 Internal Audit Plan for FY 2018 has been discussed with the Finance and Audit Committee and includes six 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 Rice recommended that the Board of Regents approve the annual Audit Plan for Fiscal Year 2018.

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

ACADEMIC AND ADMINISTRATIVE PERSONNEL ACTION(S) – RSU**APPOINTMENT(S):**

Frazier, Teresa, Ph.D., title changed from Instructor to Assistant Professor/Undergraduate Nursing Program Coordinator in the Department of Health Sciences, and appointment to the Board of Visitors Endowed Chair in Nursing, effective August 1, 2017.

Gray, Dana, Ph.D., Associate Professor in the Department of Business, appointment to the Sarkeys Endowed Chair in Information Technology Business Information Technology, effective August 1, 2017.

Lowry, Leslie, M.S., Assistant Professor in the Department of Health Sciences, appointment to the Bernsen Endowed Professorship in Nursing, effective August 1, 2017.

Sparling, R. Curtis, M.B.A., Instructor in the Department of Technology and Justice Studies, appointment to the O.D. Mayor Endowed Chair in Information Technology Business, effective August 1, 2017.

Whiting-Madison, Christine, Ph.D., Assistant Professor of Psychology in the Department of Psychology and Sociology, annualized rate of \$42,000, full-time, ten-month, tenure-track appointment, effective August 1, 2017.

REAPPOINTMENT(S):

Evusa, Juliet, Ph.D., Associate Professor in the Department of Communications, reappointment to the Kunz Endowed Chair in Mass Communications, effective August 1, 2017.

Macpherson, Peter, Ph.D., Professor in the Department of Technology and Justice Studies, reappointment to the John W. Norman Endowed Chair in Business Information Technology, effective August 1, 2017.

CHANGE(S):

Clay-Buck, Holly, M.A., promoted from Instructor to Assistant Professor, Department of English and Humanities, in the School of Arts and Sciences, annualized salary changed from \$35,000 for ten months (\$3,500 per month) to annualized salary \$36,500 for ten months (\$3,650 per month).

Lowry, Leslie, M.S., promoted from Instructor to Assistant Professor, Department of Health Sciences, in the School of Professional Studies, annualized salary changed from \$50,000 for ten months (\$5,000 per month) to annualized salary of \$51,500 for ten months, (\$5,150 per month).

McKeon, Michael, Ph.D. Promote from Associate Professor to Professor, Department of Fine Arts, School of Arts and Sciences, annualized salary changed from \$49,487 for ten months (\$4,948.70 per month) to annualized salary \$52,987 for ten months (\$5,298.70 per month).

Rice, Larry, President, continue to provide medical insurance upon retirement from Rogers State University.

Richards, Amy, M.S.N., promoted from Instructor to Assistant Professor, Department of Health Sciences, in the School of Professional Studies, annualized salary changed from \$50,000 for ten months (\$5,000 per month) to annualized salary of \$51,500 for ten months, (\$5,150 per month).

Rosser, Mr. Steven, M.F.A., Associate Professor of Fine Arts and Department Head, Fine Arts, change of title to Associate Professor of Fine Arts and Department Head, Fine Arts and Interim Department Head, Department of Communications. No change in salary.

Townsend, Cecilia, M.A., promoted from Instructor to Assistant Professor, Department of English and Humanities, in the School of Arts and Sciences, annualized salary changed from \$33,000 for ten months (\$3,300 per month) to annualized salary of \$34,500 for ten months (\$3,450 per month).

Volturo, Tom, Executive Vice President for Administration and Finance, continue to provide medical insurance upon retirement from Rogers State University.

RESIGNATION(S):

White, Joel, Ph.D., Associate Professor in the Department of Business, effective July 31, 2017.

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

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

NONSUBSTANTIVE PROGRAM CHANGES – RSU CURRICULUM CHANGES – 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 program modifications itemized below have been approved by the President and the Vice President for Academic Affairs, upon recommendation of the appropriate department and faculty, Curriculum Committee, and the Academic Council.

1. PROGRAM:
Department of Biology
Bachelor of Science in Biology (112)

PROPOSED CHANGE(S):
Change course description for BIOL 4414 Immunology

COMMENT(S): This change is only to reflect the previously approved revision to a prerequisite, BIOL 3504 to BIOL 3503, and reconciles the description of Immunology to the bulletin.

2. PROGRAM:
Department of Health Sciences
Bachelor of Science in Nursing (118)

PROPOSED CHANGE(S):
Add SOC 4023 Medical Sociology to the list of electives for the BSN degree.

COMMENTS: This addition gives nursing students an additional and valuable choice.

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 the 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>		
ENGL 3513	Literature for Children and Young Adults	Delete prerequisites
BIOL 4414	Immunology	Change course description
<u>PROGRAM MODIFICATION(S)</u>		
SOC 4023	Medical Sociology	Add elective to BSN

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 2017, the base price included Claremore and Bartlesville and was established at \$565,421 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 \$615,421. As of May 31, 2017, the institution had expenditures of \$533,710 and encumbrances of \$55,212 for janitorial services.

A negotiated renewal of the contract for fiscal year 2018 has been completed. Included in the FY 2018 base contract are the previous changes made to the contract with Source One Management Services. The base contract price is \$559,457. Special requests are budgeted at \$50,000. The total anticipated cost for FY 2018 is \$609,457. The contract is the fifth year of a maximum of five renewals.

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

CAMERON UNIVERSITY

REPORT OF THE PRESIDENT OF THE UNIVERSITY

President McArthur added his thanks to those of Dr. Rice, noting that it he was especially grateful for the gift of time to think and to plan. Dr. McArthur stated that the Cameron campus is still busy even with the University students mostly gone for the summer term, as there a still a lot of people on campus; they're just a little shorter and a little younger. Camps for different ages on subjects from art to zoology are happening, but the biggest push has been on those camps aimed at middle school students, first generation students and low income students, to provide them information about college access, so that by the time they graduate from an Oklahoma high school they are ready and have done the right things to attend one of our institutions, whether that be Rogers State University, Cameron, or the University of Oklahoma. For current students, the University has introduced the Next Level Incentive Scholarship, a privately funded program, for current freshmen and sophomore students who haven't earned enough credit hours to achieve sophomore or junior status before the fall term begins. With the summer term in progress, no results are yet available, but the President is hopeful this program will assist in the administration's goals for degree completion and student persistence. In athletics, the University has had three students named All Americans. Baseball shortstop Micah Kaaukai was selected as Division II All-American, and the men's tennis doubles team of Felipe Oyarzun and Mateo Velasco were named to the Intercollegiate Tennis Association's list as well.

FISCAL YEAR 2018 BUDGET PLAN – CU

Cameron University enters the 2017 – 2018 academic year having completed the fourth 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 employee 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 2017 – 2018 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
 - Expand outreach for prospective students

- Improve support for transfer students
- Affordability – Maintain quality learning experiences for a modest financial outlay by managing costs and by providing outstanding opportunities for financial assistance
 - Increase student scholarships and tuition waivers by over \$180,000
 - 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
 - Develop and present PLAN 2023, the next five year strategic plan
 - Increase employee professional development opportunities
 - 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 *Next Level* scholarship program to more effectively use summer school to keep students on a timely degree completion path
- Engagement – Support our students, our employees and our communities for the educational, cultural, and economic advancement of southwest Oklahoma and beyond
 - Celebrate Academic Festival X – American Identities in the Twenty-First Century
 - Meet or exceed annual friendraising and fundraising goals for facilities, endowed faculty positions, and growth of the Annual Fund
 - Expand faculty outreach to area K – 16 teachers and staff

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 and career technology 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 2018 is \$45,278,954 and is composed of the following:

• State appropriations	\$16,592,927	(36.6%)
• Tuition	\$21,717,965	(48.0%)
• Student fees	\$5,834,265	(12.9%)
• Gifts, grants and state program reimbursements	\$858,697	(1.9%)
• Other income	\$275,100	(0.6%)

Projected revenues include a \$1,074,493 decrease in state appropriated funds, new tuition and fee revenue of \$299,000 from a requested 3.5% increase in tuition and mandatory fees, an increase in existing academic services fees and continued support from the Cameron University Foundation. In spite of the drastic reductions made in personnel and operating costs in FY 17, the continued reduction of 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 2018 and future years.

Total expenditures for FY 2018 are projected to be \$45,982,568. The proposed budget includes the following expenditures:

• Instruction	\$22,020,581	(47.9%)
• Research	\$ 91,500	(0.2%)
• Public service	\$ 357,711	(0.8%)
• Academic support	\$ 1,975,446	(4.3%)
• Student services	\$ 4,620,588	(10.0%)
• Institutional support	\$ 4,488,111	(9.8%)
• Physical facilities	\$ 6,798,631	(14.8%)
• Scholarships and tuition waivers	\$ 5,630,000	(12.2%)

Overall, University expenditures will decrease by \$506,215 from FY 2017. The decrease is the net result of elimination of 3 staff positions, a decrease in anticipated costs of overtime due to FLSA changes, increased mandatory costs, and a concerted effort to preserve funding for initiatives to improve student persistence and degree completion.

In this FY 2018 budget, Cameron's administrative expenses of 9.8% of all expenses represents a slight increase from FY 2017 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 \$703,614 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, 2018 is \$3,448,676, or 7.5% of budgeted annual expenditures and 8.4% 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 2018 as presented.

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

TUITION AND MANDATORY FEE RATES FOR ACADEMIC YEAR 2017-2018 – 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 2017-2018 which reflect a 3.5% increase for resident students and a 2% increase for nonresident students. The overall average increase in resident tuition and mandatory fees for resident undergraduate students is \$210 annually. The overall average increase in nonresident tuition and mandatory fees for nonresident undergraduate students is \$300 annually.

UNDERGRADUATE TUITION RATES

(Nonresident students pay both resident and nonresident tuition)

<u>Proposed AY 17-18 Resident Tuition Per Credit Hour</u>	<u>Annual Undergraduate Tuition and Mandatory Fees 30 Credit Hours – 2 Semesters</u>
\$149.00	\$6,180.00
<u>Proposed AY 17-18 Nonresident Tuition Per Credit Hour</u>	<u>Annual Undergraduate Tuition and Mandatory Fees 30 Credit Hours – 2 Semesters</u>
\$311.00	\$15,510.00

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 \$171.00 per credit hour for students entering Fall 2017, Spring 2018 or Summer 2018. In comparison, the resident undergraduate guaranteed tuition rate for the 2016-2017 academic year was \$163.00 per credit hour.

UNDERGRADUATE GUARANTEED TUITION RATES

(Available to first-time resident students only)

<u>Proposed AY 17-18 Resident Tuition Per Credit Hour</u>	<u>Annual Undergraduate Tuition and Mandatory Fees 30 Credit Hours – 2 Semesters</u>
\$171.00	\$6,840.00

GRADUATE TUITION RATES

(Nonresident students pay both resident and nonresident tuition)

<u>Proposed AY 17-18 Resident Tuition Per Credit Hour</u>	<u>Annual Graduate Tuition and Mandatory Fees 24 Credit Hours – 2 Semesters</u>
\$188.00	\$5,880.00

<u>Proposed AY 17-18 Nonresident Tuition Per Credit Hour</u>	<u>Annual Graduate Tuition and Mandatory Fees 24 Credit Hours – 2 Semesters</u>
\$370.00	\$14,760.00

MBA AND MSOL ON-LINE RATES

<u>Proposed AY 17-18 Resident Tuition Per Credit Hour</u>	<u>Annual Graduate Tuition and Mandatory Fees 24 Credit Hours – 2 Semesters</u>
\$310.00	\$7,440.00

<u>Proposed AY 17-18 Nonresident Tuition Per Credit Hour</u>	<u>Annual Graduate Tuition and Mandatory Fees 24 Credit Hours – 2 Semesters</u>
\$410.00	\$9,840.00

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 to \$2,630,000 in academic year 2017-2018 from \$2,600,000 in academic year 2016-2017. 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 2017.

President McArthur recommended the Board of Regents approve the proposed tuition and mandatory fee rates for academic year 2017-2018.

Regent Humphreys moved approval of the recommendation. The following voted yes on the motion: Regents Humphreys, Rainbolt-Forbes, Burgess, Stone, Albert and Keating. 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: B.S. in Technology

PROPOSED CHANGE: Program Deletion

COMMENTS: Low productivity and low student demand necessitate program deletion. Students remaining in the program will be given until Fall 2018 to complete the degree. Funds remaining from the program will be reallocated to another program in the department. Courses in the program are used as electives for other programs. No courses will be deleted at this time.

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

Regent Stone moved approval of the recommendation. The following voted yes on the motion: Regents Humphreys, Rainbolt-Forbes, Burgess, Stone, Albert and Keating. 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 2018 will be comparable to Fiscal Year 2017. In January 2017, the Board approved keeping the student board and commuter plan rates at the same rate as Fiscal Year 2017.

President McArthur recommended the Board of Regents approve the seventh one-year renewal option of a food service operations contract with Sodexo, Inc. The estimated contract amount for Fiscal Year 2018 is \$890,000.

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

ANNUAL INTERNAL AUDIT PLAN FOR FISCAL YEAR 2018 – 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 Internal Audit Plan for FY 2018 has been discussed with the Finance and Audit Committee and includes five departmental and functional audits.

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

President McArthur recommended that the Board of Regents approve the annual Audit Plan for Fiscal Year 2018.

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

ACADEMIC AND ADMINISTRATIVE PERSONNEL ACTIONS –CU

APPOINTMENT(S):

Courington, John, Professor and Interim Chair, Department of Business, annualized rate of \$110,000 for 10 months paid over 12 months which includes a \$15,000 chair stipend (\$9,166.67 per month) effective August 10, 2017.

Ph.D., Oklahoma State University
M.S., Oklahoma State University
B.S., Arizona State University
Last Position: Chair, Department of Economics, Missouri Western State University
Years Related Experience: Thirty-eight

Morren, Christian, Assistant Professor, Department of Art, Music and Theatre Arts, annualized rate of \$44,000 for 10 months paid over 12 months (\$3,666.67 per month) effective August 10, 2017.

D.M.A., University of Oklahoma
M.M., Oklahoma City University
B.M., Cameron University
Years Related Experience: Nine

Phillips, Jerrett D., Vice President for Enrollment Management and Student Success, annualized rate of \$110,000 for 12 months effective July 3, 2017.

Ph.D., (expected spring 2018) Oklahoma State University
M.H.R., University of Oklahoma
B.S., Northeastern State University
Last Position: Vice Chancellor for Enrollment Management, Louisiana State University Eunice
Years Related Experience: Seventeen

Re, Claudio, Assistant Professor, Department of Art, Music and Theatre Arts, annualized rate of \$44,000 for 10 months paid over 12 months (\$3,666.67 per month) effective August 10, 2017.

Ph.D., University of Florida
M.A., University of Northern Iowa
Years Related Experience: Four

CHANGES(S):

Brue, Krystal, Assistant Professor, Office of Extended Learning, annualized salary rate of \$47,250 for 9 months paid over 12 months (\$3,937.50), changed to Assistant Professor, Department of Business, annualized salary rate of \$80,000 for 9 months paid over 12 months (\$6,666.67 per month) effective August 10, 2017.

Conley, Terry, Professor and Interim Chair, Department of Agriculture and Biological Sciences and Joseph H. Mullin Endowed Chair, title changed to Professor and Chair, Department of Agriculture and Biological Sciences and Joseph H. Mullin Endowed Chair, no salary change, effective July 1, 2016.

Janda, Lance, Professor and Interim Chair, Department of Social Sciences title changed to Professor and Chair, Department of Social Sciences, no salary change, effective July 1, 2016.

Klein, Scott Richard, Professor and Interim Chair, Department of Art, Music, and Theatre Arts, title changed to Professor and Chair, Department of Art, Music, and Theatre Arts, no salary change, effective July 1, 2016.

RESIGNATION(S):

Madanipour, Ali, Assistant Professor, Department of Social Sciences, July 31, 2017.

RETIREMENT(S):

Fischer, Leon, Professor, Department of Agriculture and Biological Sciences and Mary Dixie Mullin Endowed Chair, named Professor Emeritus, July 31, 2017.

President McArthur recommended the Board of Regents approve the personnel actions listed above.

Regent Humphreys moved approval of the recommendation. The following voted yes on the motion: Regents Humphreys, Rainbolt-Forbes, Stone, Albert and Keating. Regent Burgess abstained. The Chair declared the motion 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: Minor in International Studies

PROPOSED CHANGE: Deletion

COMMENTS: Low student demand and reduced course rotation necessitates deletion of the minor. No students remain in the minor. Courses in the minor are used as electives for other programs. No courses will be deleted at this time. The requested change will not require additional funds.

2. PROGRAM: Department of Agriculture and Biological Sciences

PROPOSED CHANGE: Change in Academic Nomenclature

COMMENTS: A recently approved program addition to the Department of Agriculture and Biological Sciences necessitates a name change to better reflect the mission, goals, and current programs in the department. The name will be changed to the Department of Agriculture, Biology, and Health Sciences. The requested change will not require additional funds nor will the total number of hours required change.

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 D 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.

2018 MEETING DATES

January 24-25, 2018	Wednesday and Thursday
March 7-8, 2018	Wednesday and Thursday
May 10-11, 2018	Thursday and Friday
June 18-19, 2018	Monday and Tuesday
September 12-13, 2018	Wednesday and Thursday
October 24-25, 2018	Wednesday and Thursday
December 11-12, 2018	Tuesday and Wednesday

Action to approve the dates for Board of Regents' regular meetings during 2018 is proposed.

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

MINUTES

Regent Burgess moved approval of the minutes of the meeting held on March 8, 2017 as printed and distributed prior to the meeting. The following voted yes on the motion: Regents Humphreys, Rainbolt-Forbes, Burgess, Stone, Albert and Keating. The Chair declared the motion unanimously approved.

THE UNIVERSITY OF OKLAHOMA

REPORT OF THE PRESIDENT OF THE UNIVERSITY

President Boren joined Presidents Rice and McArthur in thanking Chairman and Mrs. Bennett for hosting dinner and the Chairman for excellent, productive meetings of the past two days. He began his report by congratulating the OU athletics program for its many successes and recent national titles. In winning the 2017 NCAA Division I Men's Tennis Doubles Championship, Andrew Harris and Spencer Papa became the first Sooners in program history to win an individual national championship. The men's golf team and Coach Ryan Hybl were recently named the NCAA National Champions for the second time in program history, and softball has earned back-to-back national titles. This makes OU's fourth national championship under the leadership of Coach Patty Gasso. The President asked that Athletics Director Joe Castiglione stand to receive congratulations on these accomplishments. Subject to the approval of the Board at this meeting, the President has appointed Dr. David Wrobel, Merrick Chair of Western American History, as Interim Dean of the College of Arts and Sciences. As well, Eddie Huebsch has been appointed Interim Chief Information Officer. Eddie has been at the University for over sixteen years in information technology leadership roles. To help incoming students better understand their personal financial activities and needs, the University will partner with MidFirst Bank on an innovative personalized financial education program called Money Coach. The President announced a private gift of \$1.5 million from Valero to support the construction of Gallogly Hall, a new biomedical engineering building and research laboratory. There is no way the University could maintain the excellence that we now have without the very loyal support of private donors. As the last bit of his report, the President directed attention to an agenda item brought about by the faculty and leadership of the College of Liberal Studies to rename the College to the College of Professional and Continuing Studies, in an effort to better reflect the mission of the College.

FISCAL YEAR 2018 BUDGET PLAN – ALL

The Fiscal Year 2018 (FY18) operating budget of The University of Oklahoma for \$2.06 billion is presented for approval. The FY17 budget is comprised of \$960.2 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 \$6.7 million, or 6.08 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 \$4.6 million, or 6.08 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 \$443,596, or 6.08 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 Humphreys moved approval of the recommendation. The following voted yes on the motion: Regents Humphreys, Rainbolt-Forbes, Burgess, Stone, Albert and Keating. The Chair declared the motion unanimously approved.

TUITION AND MANDATORY FEE RATES FOR FY 2018 – ALL

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

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

In addition to tuition and mandatory fees, students are also required to pay academic service fees. These fees are course and college specific, so the amount paid varies by student. These academic service fees were approved by the Board of Regents at its January 2017 meeting.

If approved by the Board of Regents, these tuition and mandatory student fee requests, attached hereto as Exhibit E, will be forwarded to the Oklahoma State Regents for Higher Education for approval and will be effective Fall 2017.

President Boren recommended the Board of Regents approve the proposed tuition and mandatory student fee rates for Academic Year 2018.

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

HOUSING AND FOOD SERVICES RATES FOR 2017-2018 – NC

The University of Oklahoma provides safe, high quality, and affordable housing and food services for students while consistently holding a competitive ranking within the Big XII in terms of cost. The combined increase for the residence halls and apartments will allow the University to address fixed cost increases, improve and maintain facilities, and sustain quality services to students, faculty, staff and guests across campus.

This is the first increase in rates since FY16.

Housing and Food Services is requesting a 3% rate increase for FY18 for residence halls, apartments and meal plans. The Athletic Department is requesting 4.4% increase for room (most common option) and 3% increase for meal plans in Headington Hall. This item also includes the proposed rates for the residential colleges, which open in August, 2017. No increase is requested for the HSC Village. The rates are attached hereto as Exhibit F.

The University of Oklahoma maintains a competitive ranking in the BIG XII in comparison of room and board rates.

President Boren recommended the Board of Regents approve a room and board rate increase for Norman campus residence halls/apartments and set the initial rates for the Residential Colleges.

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

SUBSTANTIVE PROGRAM CHANGES – HSC

The changes in the academic programs below have been approved by the appropriate faculty, academic units, deans, the Academic Programs Council, and the Senior Vice President and Provost. The changes are being submitted to the Board of Regents for approval prior to submission to the Oklahoma State Regents for Higher Education.

Program Modification Changes

COLLEGE OF MEDICINE

MD Program: Reduction in Required Curriculum Clock Hours by 160 (one month).

Reason for Request:

It is proposed that the 4th year curriculum be reduced by four (4) weeks by eliminating Ambulatory Medicine as a required course beginning AY 2018-2019 for the Class of 2019 to remove duplication between the 4th year Ambulatory Medicine course [(four (4) weeks, 160 clock hours)] and the 4th year Geriatrics clerkship [(four (4) weeks, 160 clock hours)] as both courses address the management of adult patients with common chronic diseases. The Tulsa Ambulatory Medicine course will become an elective course.

The OUCOM MD program curriculum is approximately 4 weeks longer than the average medical school curriculum according to data provided by the AAMC.

The National Residency Match Process has grown increasingly competitive and students are feeling increasing pressure to attend more residency program interviews during the 4th year. Multiple required courses in the 4th year lead to substantial logistical problems as students request time off for interviews.

The customary stop/start calendar dates for the 4th year curriculum will not change.

COLLEGE OF PHARMACY

Option Addition: Research

Reason for Request:

A number of students have expressed interest in research while pursuing the PharmD degree. The proposed research option utilizes existing courses that support education and training in research and will satisfy elective requirements for the PharmD degree.

The research option allows students to complete two (2) experiential rotations (of the four required) in a research setting.

COLLEGE OF PUBLIC HEALTH

Suspension of the Doctor of Public Health Program in Three (3) Years

Reason for Request:

The Doctor of Public Health (DrPH) is an interdisciplinary doctoral program in the College of Public Health, with an emphasis on leadership and management. In 2016 the accrediting body for the College of Public Health, the Council on Education for Public Health (CEPH), released new accreditation criteria that included DrPH content not presently addressed in adequate detail by the current curriculum.

Meeting the new criteria would require development and teaching of a number of new courses and revision of several more. The faculty resources needed to comply with the new criteria are not available at this time. Therefore, the college requests suspension of the program until adequate resources are available.

The College of Public Health will continue to offer four (4) Doctor of Philosophy (PhD) programs:

- Biostatistics
- Epidemiology
- Health Promotion Sciences
- Occupational and Environmental Health

President Boren recommended the Board of Regents approve the proposed changes to the following academic programs at the Health Sciences Center.

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

BYLAWS OF OU PHYSICIANS – OKLAHOMA CITY

In May 2017, the OU Regents approved revised Bylaws of OU Physicians, Oklahoma City, to align with the needs of a more fully integrated multispecialty clinical group practice. The OU Physicians Management Committee and administrators, University Legal Counsel, Executive Dean of the College of Medicine, and the OUHSC Senior Vice President and Provost have continued to refine implementation planning for the July 1, 2017 effective date. The proposed modifications, attached hereto as Exhibit G, clarify the executive leadership structure, and ensure oversight by and accountability to OUHSC leadership and the governing authority of the OU Board of Regents.

President Boren recommended that the Board of Regents approve the modifications to the bylaws of the faculty clinical group practice plan of OU Physicians-Oklahoma City per the attached document.

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

NAME CHANGE—DEPARTMENT OF OTORHINOLARYNGOLOGY – HSC

Approximately 20 years ago, the clinical practices and academic institutions of our discipline were generally known as either Ear, Nose and Throat; Otorhinolaryngology; or Otolaryngology-Head and Neck Surgery. This diversity led to confusion among patients and the community. Therefore, the national organizations determined that adopting a common nomenclature was important and Otolaryngology-Head & Neck Surgery was selected. Most American medical schools have made the transition of the name over the past two decades. The primary national organization is known as the American Academy of Otolaryngology-Head and Neck Surgery. Therefore, the Department of Otorhinolaryngology is respectfully requesting to join its peer institutions and national organizations by changing its name officially to Otolaryngology-Head and Neck Surgery.

President Boren recommended that the Board of Regents approve renaming the Department of Otorhinolaryngology to the Department of Otolaryngology-Head and Neck Surgery.

Regent Humphreys moved approval of the recommendation. The following voted yes on the motion: Regents Humphreys, Rainbolt-Forbes, Burgess, Stone, Albert and Keating. 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. Following is a contract for professional services performed by OU Physicians Tulsa Family Medicine:

Union Public Schools
 OU Physicians Tulsa Family Medicine will provide an employee's clinic. The Agreement was received on February 17, 2017 and signed on April 10, 2017.

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	\$622,936
OU Physicians Tulsa	
Term of Agreement 07/01/2017 to 06/30/2018	

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

OKLAHOMA CITY CLINIC RENOVATION AND ADDITION STUDY – HSC

Initial steps have been undertaken to explore the feasibility of renovating the Oklahoma City Clinic Building at the OU Health Science Center campus. At this time, an architectural consultant is needed to assist the University in review and evaluation of the interior and exterior components of the building for recommended maintenance, life safety and building code upgrades, general finish improvements, and lease holder improvements. When the project's scope and cost have been sufficiently developed, the Board will be requested to approve the project and its budget. After the project is approved by the Board, the selected architectural firm may be requested to provide full professional services for the project.

A request for qualifications was sent to the architectural firms that are currently registered with the Construction and Properties Department/Division of Capital Assets Management of the State Office of Management and Enterprise Service, and a committee was formed to evaluate the responses received from 20 firms. The committee was composed of the following:

Voting:
 Jeff Schmitt, Assistant Director, Architectural and Engineering Services, Chair
 Paul Manzelli, Associate Vice President for Administration and Finance
 Dustin Bozarth, Director, Operations
 Gerald Brinlee, Staff Architect, Architectural and Engineering Services

Based on these proposals and client references, four firms were selected for further evaluation, and the firms were ranked as shown below.

1. JHBR, Inc.
2. Frankfurt-Short-Bruza Associates, PC
3. REES Associates, Inc.
4. Howard and Associates, Inc. Architects

OKLAHOMA CITY CLINIC BUILDING RENOVATION AND ADDITION STUDY
ARCHITECTURAL FIRM EVALUATION SUMMARY

	<u>JHBR, Inc.</u>	<u>Frankfurt- Short-Bruza Associates, PC</u>	<u>REES Associates, Inc.</u>	<u>Howard and Associates, Inc. Architects</u>
Acceptability of Design Services	57	48	48	33
Quality of Engineering (Services)	48	36	36	51
Adherence to Project Control	45	39	39	36
Volume of Changes	14	12	12	13
Resources of the Firm	14	16	16	11
Total Points	178	167	151	144

Funds to cover the costs associated with preliminary professional services have been identified, are available and budgeted from lease holder improvements and other University sources.

President Boren recommended the Board of Regents:

- I. Rank in the order presented above architectural firms under consideration to provide professional services for renovation at the Oklahoma City Clinic building;
- II. Authorize the University administration to negotiate the terms of an agreement and a fee, starting with the highest-ranked firm; and
- III. Authorize the President or his designee to execute the consultant contract.

Regent Humphreys moved approval of the recommendation. The following voted yes on the motion: Regents Humphreys, Rainbolt-Forbes, Burgess, Stone, Albert and Keating. 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. Licenses are added in direct relationship to the number of participating physicians. There are currently 1,455 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 \$1,031,840 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, 2017.

Regent Stone moved approval of the recommendation. The following voted yes on the motion: Regents Humphreys, Rainbolt-Forbes, Burgess, Stone, Albert and Keating. 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 \$1,016,103 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, 2017.

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

HEALTH SCIENCES CENTER QUARTERLY FINANCIAL ANALYSIS – HSC
PRIME FOOD SUPPLIER – ALL
PREFERRED COMPUTER RELATED TECHNOLOGY LEASE AGREEMENT – ALL
APPLE TECHNOLOGY ACQUISITION – ALL
STAFFING SERVICES FOR INFORMATION TECHNOLOGY PROJECTS – ALL
ORACLE MAINTENANCE – ALL
COPIER/MULTI-FUNCTION DEVICE LEASING – ALL
CREDIT CARD TRANSACTION PROCESSING – ALL

**QUARTERLY REPORT OF PURCHASING – ALL
 NONSUBSTANTIVE PROGRAM CHANGES – NC
 CURRICULUM CHANGES – NC
 MANAGED PROVIDER AND RESELLER AGREEMENTS FOR CISCO EQUIPMENT,
 SERVICES AND MAINTENANCE – 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.

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, 2017, and *Statements of Changes in Net Position* for the nine months then ended and related Executive Summary are attached hereto as Exhibit H. The statements are unaudited and are presented for management use only.

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

PRIME FOOD SUPPLIER – 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 the prime food supplier contract for fiscal year 2018. This just-in-time contract will be awarded to support the Food Services department with a prime food supplier to provide food and related supplies for University food service venues.

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

Ben E. Keith Company	Edmond
Sysco Oklahoma	Norman
U.S. Foods, Inc.	Oklahoma City

The evaluation committee comprised the following individuals:

David Annis, Associate Vice President, Housing & Food Services
 Kevin Barker, Director/Food Service Operations, Housing & Food Services
 Dennis Brown, Director/Catering, Housing & Food Services
 Frank Henry, Director/Food Service, Housing & Food Services
 Shawn Henry, Director/ Retail Operations, Housing & Food Services
 Pam Ketner, CFO, Housing & Food Services
 Keith Mackie, Director/ Board Operations, Housing & Food Services
 Matt Roberts, Purchasing Director, Housing & Food Services
 Ali Shafaie, Special Assistant to AVP, Housing & Food Services
 Robert Weaver, Director, Board Operations, Housing & Food Services
 Tiffany Wright, Acquisitions Manager, Purchasing

The evaluation criteria included cost, service and delivery, marketing and merchandising incentives, and meeting specified requirements of the RFP.

Scoring: Exceeds Expectations = 10
Meet Expectations = 5
Below Expectations = 1

Criteria for Evaluation	Weight	Bidder Ben E. Keith Company		Bidder Sysco Oklahoma		Bidder U.S. Foods, Inc.	
		Composite Score	Weighted Score	Composite Score	Weighted Score	Composite Score	Weighted Score
Pricing	30%	3.670	1.101	3.670	1.101	4.33	1.299
Preferred Capabilities	30%	3.000	0.900	4.210	1.263	5.00	1.500
Met RFP requirements	40%	2.900	1.160	4.400	1.760	5.03	2.012
Total	100%	Total Weighted Score	3.161		4.124		4.811

The evaluation committee determined U.S. Foods, Inc. of Oklahoma City, met all requirements of the RFP, and represents best value to the University. Food Services estimate expenditures for FY18 at \$7,000,000. This just-in-time contract includes four one-year renewal options at equivalent pricing.

Funding has been identified, is available and set aside within the Housing and Food Services operating budget.

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

PREFERRED COMPUTER RELATED TECHNOLOGY LEASE AGREEMENT – ALL

Technology has become an integral part of the day-to-day business of the University of Oklahoma in almost every role. As business needs continue to evolve, the University requires a mechanism to procure technology in the most effective, efficient and cost-effective manner.

The value of such a contract has been demonstrated in the last several years when the Board of Regents approved a computing lease agreement in 2001. The computing lease agreement simplified the University's responsibilities to provide desktop and laptop computers as needed by University departments, in pursuit of their missions and ensured the continual updating and refreshing of technology. This item reports the anticipated activity for preferred computer related technology leasing for fiscal year 2018 estimated to be \$5.5 million, for all university campus locations.

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

Apple, Inc.
Dell Financial Services LLC
Sigma Technology Solutions, Inc.

Austin, Texas
Round Rock, Texas
Tulsa

The evaluation committee comprised the following individuals:

Bryan Beavers, Business Manager, Information Technology, HSC
Suzanne Goodspeed, Associate Director, Strategic Business Operations,
Fiscal Planning, Norman

Anna Biggers Vakulick, Associate Vice President, Information Technology, Norman
Tiffany Wright, Acquisitions Manager, Purchasing

The evaluation criteria were: meeting the requirements of the RFP and cost.

The evaluation team determined Apple, Inc., of Austin, Texas was not responsive to the specified needs of the RFP. Dell Financial Services LLC, of Round Rock, Texas, and Sigma Technology Solutions, Inc., of Tulsa, were most responsive to the specifications of the RFP and best demonstrated meeting the day to day operational needs of the University and represents best value.

Funding will be identified from respective departmental budgets on a per lease basis.

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, 2017 and runs through June 30, 2018. The estimated dollar amount of acquisitions against the contract is \$5 million. Actual acquisition activity for FY 17 was \$2.8 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 2018, 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:

	2018 Projected	2017 Actual	2016 Actual	2015 Actual	2014 Actual
Norman Campus	\$1,500,000	\$1,300,000	\$1,340,000	\$1,212,682	\$942,744
Health Sciences Center	\$1,000,000	\$1,140,000	\$1,158,385	\$2,019,233	\$342,078
Total	\$2,500,000	\$2,440,000	\$2,498,385	\$3,231,915	\$1,284,822

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

22nd Century Technologies, Inc.	Somerset, New Jersey
3 Share Corp	Carlsbad, California
Addison Group	Chicago, Illinois
Adil Business Systems Inc.	Mineola, New York
AMR Consulting LLC	Romeoville, Illinois
Berry Dunn McNeil & Parker, LLC	Portland, Maine
Big Lake Software, LLC	Phoenix, Arizona
Buchanan Technologies, Inc.	Grapevine, Texas
Delcom Group LP	Lewisville, Texas
DevCare Solutions	Columbus, Ohio
Dom and Tom	New York, New York
EDGE Consulting and Services/ Direct Systems Support	Westlake Village, California
EKS&H LLLP	Denver, Colorado
Elegant Enterprise-Wide Solutions, Inc.	Chantilly, Virginia
FutureNet Group	Detroit, Michigan
GDH Consulting	Oklahoma City
Gideon Taylor Consulting	Pleasant Grove, Utah
Global Economic Advantage Inc. dba Vegazva	Elgin, Illinois
Huron Consulting Group LLC	Chicago, Illinois
HyperGen, Inc.	Roanoke, Virginia
IBM	Nashville, Tennessee
Idata, Inc.	Alexandria, Virginia
Inceed, Inc.	Oklahoma City
Infojini, Inc.	Linthicum Heights, Maryland
Insi Cloud, Inc.	Princeton, New Jersey
Internet Business Resources & Machines Corporation	Towson, Maryland
ISG- Information Services Group, Inc.	The Woodlands, Texas
ITX Corp.	Pittsford, New York
Jean Martin	New York, New York
Lancesoft, Inc.	Herndon, Virginia
Mediant Health Resources	Phoenix, Arizona
Mirage Software Inc. dba Bourntec Solutions Inc.	Schaumburg, Illinois
Msys, Inc.	Cary, North Carolina
Ncite Partners, LLC	Oklahoma City

Nesco Resource	Mayfield Heights, Ohio
Neumeric Technologies Corporation	Westerville, OH
Oaktree Software, Inc. dba OakTree IT dba OakTree Staffing	Tulsa
Premier Staffing Source Inc.	Lanham, Maryland
Price Water House Coopers LLC	Oklahoma City
Professional Technology Integration, Inc.	Norcross, Georgia
PS WebSolution, Inc.	Smyrna, Georgia
RADgov, Inc.	Ft. Lauderdale, Florida
Red Salsa Technologies, Inc.	Princeton, New Jersey
Remy Corporation	Denver, Colorado
RJT Compuquest, Inc.	El Segundo, California
Robert Half International, Inc.	Oklahoma City
Royal Technocrats, Inc.	Houston, Texas
Sigma Technology Solutions, Inc.	Tulsa
Simiancraft LLC	Norman
Strata Information Group Inc.	San Diego, California
SystemDomain, Inc.	Naperville, Illinois
Systems America Inc.	San Ramon, California
Tangeis LLC dba xforty technologies	Limerick, Pennsylvania
TEK Systems	Oklahoma City
Universal System Technologies, Inc.	Bingham Farms, Michigan
US IT Solutions, Inc.	Santa Clara, California
Vinformax Systems, Inc.	Hayward, California
Virtelligence, Inc.	Eden Prairie, Minnesota
vTech Solutions Inc.	Washington DC
WTC Consulting, Inc.	Monrovia, California
Zolon Tech, Inc.	Herndon, Virginia

An evaluation team comprising the following individuals rated the responses.

Bryan Beavers, Business Manager, Information Technology
 Tracy Egerer, Program Specialist, Information Technology
 Suzanne Goodspeed, Administrator II, Information Technology
 Lori Granec, Administrator II, Information Technology
 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.

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 \$1,000,000 annually.

This item reports the anticipated activity for the Oracle software maintenance and Oracle PeopleSoft maintenance supplier contract for fiscal year 2018, estimated to be \$1.2 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:

<u>FY2016</u>	
Oracle Maintenance	\$1,117,816
Oracle PeopleSoft	<u>\$825,493</u>
	\$1,943,309

<u>FY2017</u>	
Oracle Maintenance	\$1,030,758
Oracle Peoplesoft	<u>\$98,449</u>
	\$1,129,207

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.

COPIER/MULTI-FUNCTION DEVICE LEASING – 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 University's submittal of a purchase order in the amount of \$1,500,000 to Imagenet Consulting LLC of Oklahoma City for the anticipated leasing cost of copiers and multi-function devices across all three campuses for the 2018 fiscal year.

At the September 2010 meeting, the Board of Regents authorized University Administration to award agreements to Imagenet Consulting LLC of Oklahoma City and two other suppliers for University-wide leasing of copiers and multi-function devices, along with supplier support in terms of minimizing desktop printers and reducing paper consumption. The agreements were the result of the University's competitive solicitation process; the overall intended period for each agreement is seven (7) years with the University's option to renew for three (3) additional one-year periods.

The program is managed by University Printing Services and has been successful in reducing copy and document production and management costs.

Funding has been identified from respective departmental budgets on a per-device basis.

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 at approximately \$95.5 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 fourth 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.

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.

For II above the report for the quarter ended March 31, 2017 is attached hereto as Exhibit I. It is divided into the following funding source groupings.

- Educational & General (Appropriations, Tuition & Fees, Sponsored Projects Indirect Cost Reimbursements)
- Non-Educational & General (Non-Appropriated, Service Departments, Auxiliary Enterprises, Clinic Operations)
- Sponsored Projects (Federal, State, Other Grants and Contracts)
- Capital Projects

Within each grouping purchases are 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, April 7, 2017

Addition of Minor

PRICE COLLEGE OF BUSINESS

Entrepreneurship Minor for Business Majors, Minor (TBD)

Addition of a Minor. A total of 15 credit hours are required for the Minor. The objective of new Minor is to allow business students to add to the value of their undergraduate degrees with tangible entrepreneurship coursework and experience.

Reason for request:

Demonstrated student interest – Minor is already offered for nonbusiness majors.

Addition of Accelerated Dual Degree Program

GALLOGLY COLLEGE OF ENGINEERING

Biomedical Engineering, BS in Biomedical Engineering/Master of Science Biomedical Engineering (RPC 413/353, MC B108/M109)

Addition of an accelerated dual degree program Bachelor of Science in Biomedical Engineering/Master of Science Biomedical Engineering. A total of 150 hours is required for the degree; 12 hours will count for both degrees.

Reason for request:

To provide students with accelerated degree option for Biomedical Engineering.

Change in Area of Concentration Requirements

WEITZENHOFFER FAMILY COLLEGE OF FINE ARTS

Drama, Bachelor of Fine Arts in Drama (RPC 330, MC B275P626)

Change in Area of Concentration requirements. Add DRAM 2413 to Stage Management Emphasis required courses; increase Stage Management Emphasis required credit hours from 39 hours to 42 hours, and reduce advised electives from 18 hours to 15 hours. Total credit hours for the concentration will not change.

Reason for request:

To keep curriculum current with industry standards for State Management professionals.

Change in Accelerated Dual Degree Requirements

PRICE COLLEGE OF BUSINESS

Accounting, Bachelor of Business Administration/Master of Accountancy (RPC 003/265, MC A001/F001)

Change in accelerated dual degree program requirements. Change upper division elective hours from 3 to 6 and require that they be nonbusiness. Change free elective requirement hours from 6 to 3 and remove the limitation. Total credit hour for the accelerated program will not change.

Reason for request:

Brings the BBA/MAC in line with all other Price College programs - requiring six hours of upper division nonbusiness coursework.

Finance, Bachelor of Business Administration/ Master of Science in Management Information Technology (RPC 081/341, MC A435F659Q253)

Change in accelerated dual degree program requirements. Change course number from FIN 3703 to FIN 3453. Remove MIS 3223 from Finance major elective options. Total credit hours for the accelerated program will not change.

Reason for request:

Course number was changed. FIN 3453 is more appropriate for course sequence. MIS 3223 is no longer offered.

Risk Management, Bachelor of Business Administration/Master of Science in Management Information Technology (RPC 081/341, MC A822F659Q580)

Change in accelerated dual degree program requirements. Change course number from FIN 3703 to FIN 3453. Remove MIS 3223 and add FIN 3203 to Risk Management major elective options.

Reason for request:

Course number was changed. FIN 3453 is more appropriate for course sequence. MIS 3223 is no longer offered; FIN 3203 Principles of Insurance is a new course added fall/2017.

Entrepreneurship, Bachelor of Business Administration/Master of Science in Management Information Technology (RPC 168/341, MC A380F659/Q241)

Change in accelerated dual degree program requirements. Change in course substitution options; requiring upper division ENT courses; restricting upper division electives to six hours of business.

Reason for request:

Allow students more course options; clarifying ENT options - when program began there were no lower division ENT courses; restricting the number of business hours encourages more rounded students and brings ENT in line with other business majors.

GALLOGLY COLLEGE OF ENGINEERING/PRICE COLLEGE OF BUSINESS

Industrial Systems Engineering, Bachelor of Science in Industrial Systems Engineering/Master of Business Administration (RPC 129/025, MC A530/F140)

Change in accelerated degree program requirements. Add B AD 5010 Foundations of MBA Success as required courses for all standard concentration MBA students.

Reason for request:

To ensure that all students admitted to the MBA program are well prepared to succeed in the program and upon graduation.

Change in Minor Requirements

COLLEGE OF ARTS AND SCIENCES

Hebrew, Minor (N503)

Change in Minor requirements. Remove HEBR 1115 and HEBR 1225 from the requirements for the minor. Add 3 credit hours to the Minor in Hebrew by adding 2 new 3-hour courses from which students will choose one: HEBR 3513 or HEBR 3973. Total credit hours for the Minor will change from 25 hours to 18 hours.

Reason for request:

Since we added a new full-time instructor, we can now, finally, add necessary long-awaited courses: a course in conversation-a course that every other language program in our department already has-and Biblical Hebrew, a course that Hebrew students have long demanded but which we didn't have the staffing resources to offer it until now.

Administrative/Internal Program Change
Approved by Academic Programs Council, May 5, 2017

Addition of Accelerated Dual Degree Program

COLLEGE OF ARTS & SCIENCES

Anthropology, Bachelor of Arts/Master of Arts with concentration in Socio-Cultural Anthropology (RPC 008/009, MC B025/M025Q615)

Addition of Accelerated Dual Degree Program. A total of 139 hours is required for the program, with 13 shared credit hours. This program seeks to fulfill the OU institutional mandate to serve our students, our state, and society. Our students will benefit from a more efficient path to degree completion with a marketable advanced degree, which can immediately be used to advance either an academic or an applied career. Our University will benefit from increasingly well-trained undergraduates who can continue to build Oklahoma's reputation as a top-notch academic institution. And both our state and society will benefit from a greater number of Oklahoma-based alumni, who are well positioned to enter leadership roles in public service professional careers. Admission to the program will follow the departmentally-determined guidelines for admission, including minimum GPA, excusing GRE scores, application materials, and application due date. Students who are not able to successfully complete the accelerated degree program in the usual timeframe must submit a request for an extension detailing the unusual circumstances justifying a delay in degree completion.

Reason for request:

The Department of Anthropology serves National Merit Scholars and other undergraduate students who start their studies at OU with a large number of college credit hours already earned. Additionally, many of these students have tuition or scholarship funding guaranteed for five years. A five-year accelerated degree track allows OU students in these circumstances to maximize the efficiency of their use of these credits and funds. Additionally, it allows us to better prepare our very best students to succeed at top-tier anthropology PhD programs, or to immediately enter applied fields such as museums, public service, or non-profit work. The accelerated program is not expected to significantly enhance the number of degree seeking students in the Department of Anthropology. Rather, we anticipate that this program will better serve some of the students that we have. This program is expected, however, to improve the reputation of the University of Oklahoma Department of Anthropology as well-prepared students go straight to PhD programs or into applied careers in cultural anthropology, such as museum studies, non-profit work, or foreign service.

Change in Accelerated Degree Requirements

COLLEGE OF ARTS & SCIENCES

Political Science, Bachelor of Arts/Master of Public Administration (RPC 191/197, MC A790/F805Q528)

Add P SC 5963 Public Administration Capstone as a required course for the M.P.A. graduate degree. Add PSC 2013 to the BA/MPA proposed check sheet and reduce the PSC upper-division elective hours from 9 hours to 6 hours. Total credit hours for the accelerated program will not change.

Reason for request:

Eliminate cumbersome enrollment procedures. P SC 5963 Public Administration Capstone will be easily identifiable when M.P.A. students enroll in the course. In the past, the multiple P SC 5950 faculty sections and variable hour enrollment increased the likelihood of students enrolling in the wrong course section, and/or enrolling in fewer hours than needed to meet degree requirements for total credit hours. Students have voiced their concerns with these enrollment issues to both faculty and staff. Program administrators must continually monitor P SC 5950 enrollment to ensure students enroll in the correct section and number of hours needed for meeting degree requirements. Differentiating courses within the department. The proposed P SC 5963 Public Administration Capstone as a stand-alone course will be identifiable as specific to the M.P.A. degree. Add PSC 2013 to the BA/MPA proposed check sheet and reduce the PSC upper division elective hours from 9 to 6 to make undergraduate requirements consistent with BA in Political Science requirements.

Public Affairs & Administration, Bachelor of Arts/Master of Public Administration (RPC 036/197, MC A805/F805Q549)

Course requirement changes. Name change from Public Affairs & Administration and to Public & Nonprofit Administration; add P SC 3113 as a course option for the American Political Institutions degree requirement; remove the course CAS 2033 as a course option for the required six hours of public administration and public policy core courses; remove six hours outside the department from any upper-division course in statistics or accounting (ACCT), economics (ECON), or management (MGT); remove ECON 1113 as a required course; require a minimum of 30 undergraduate upper-division hours of free electives; and add P SC 5963 as an alternative to P SC 5950 in the M.P.A. component. Total credit hours for the accelerated degree program will change from 146 to 144.

Reason for request:

The Department of Political Science has requested to change the program Level III title of the Public Affairs & Administration degree program to Public & Nonprofit Administration. The name change is intended to reflect a broader concept of public service that includes not only the public sector, but also those pursuing future careers in the nonprofit sector. The department's faculty approved that P SC 3113 Bureaucracy and Citizenship may satisfy the American Political Institutional degree requirement. CAS 2033 is no longer a viable option for students as they can only take 3000-and 4000-level courses to fulfill the six hours of public administration and public policy core course requirement. In the past, the political science faculty felt that requiring six hours outside of the department from any upper-division course in statistics or accounting, economics or management was needed due to teaching capacity constraints. In recent years, an increase in stable teaching capacity has shifted faculty views on this requirement. The faculty feels that requiring six hours of course work from outside of the department is unwarranted as student can pursue more political science courses from within the department's course offerings. The faculty concluded that requiring current students to take two economics-major support requirements; specifically, ECON 1113 was not needed due to an increase in the department's teaching capacity. The faculty elected to keep ECON 1123 as a supporting course. The removal of six hours of outside department upper-division course work will require students to take a minimum of 30 hours of upper-division electives to meet the 48 upper-division requirement at the undergraduate level. The faculty requests the adding P SC 5963 as a required course for the MPA graduate program. The course will be an alternative to P SC 5950. This change will align the accelerated program with proposed changes to the Master of Public Administration graduate degree.

PRICE COLLEGE OF BUSINESS

Marketing/Management of Information Technology, Bachelor of Business Administration/Master of Science in Management of Information Technology (RPC 152/341, MC A665/F659Q434)

Students must take both COMM 1113 and 2613 instead of COMM 1113 or 2613; removal of BC 3003 as a support course option (no longer offered); add COMM 3523 to Support Course choices. Total credit hours for the accelerated program will not change.

Reason for request:

Requires students to take a public speaking course.

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)

Move MKT 3323 Purchasing and Buyer Behavior from an upper division business elective requirement to a major requirement and change the indicator to SCM. Total credit hours for the accelerated program will not change.

Reason for request:

This was the MKT division's original intention in a change requested several years ago. Adding the course to major requirements and removing it from upper division business requirements.

MEWBOURNE COLLEGE OF EARTH & ENERGY and MICHAEL F. PRICE COLLEGE OF BUSINESS

Petroleum Engineering, Bachelor of Science in Petroleum Engineering/Master of Business Administration (RPC 182/025, MC A765/F140Q513)

Add B AD 5010 Foundations of MBA Success as required courses for all standard concentration MBA students. Total credit hours for the accelerated program will not change.

Reason for request:

To ensure that all students admitted to the MBA program are well prepared to succeed in the program and upon graduation.

GALLOGLY COLLEGE OF ENGINEERING

Computer Science, Bachelor of Science in Computer Science/Master of Science (Computer Science) (RPC 233/132, MC A235/F235 Q146, Q061)

Students are required to make B or better in CS 1323/1324/1321 or CS 2334 before they can enroll in any other CS course. We have created three introductory classes for programming: CS 1321, CS 1323, and CS 1324. This will address students with various programming background who enter our program. CS 1321 is for students with prior programming knowledge, but not in JAVA (our choice of programming language for the first course). CS 1323 is for student with knowledge of programming, but need deeper understanding. CS 1324 is for students without any programming background. CS 2603 is being removed as a requirement in the curriculum and its contents are being added to CS 2813 - Discrete Structures and CS 2614. CS 2613 Computer Organization will become CS 2614 to include the laboratory requirement for the course. Currently CS 2613 requires a laboratory, but student have not been given credit. We are also adding some content from CS 2603. Students are given the option of taking MATH 2513 Discrete Mathematics to substitute for CS 2813. CS 3202 - Software Requirements and Specification are being changed to CS 3203 (adding one extra credit) to include more content as it related to communication (written and verbal). We are removing BC 2813/ENGL 3153 as a requirement and adding ENGR 2002 as a requirement. For CS 4033/5033 we have added MATH 3113 or MATH 3413 as an additional prerequisite. Students can take MATH 3113 or MATH 3413 as part of the MATH 3000 elective option in their curriculum/ MATH 3113 or MATH 3413 has been removed as a required course and replaced with the requirement that students can take a 3000 level or above mathematics course acceptable for credit for mathematics majors or complete a Minor. Total credit hours for the accelerated program will not change.

Reason for request:

We are finding efficient pathways for student success in Computer Science. Our data indicates that students have to make a B or better in the first two courses in Computer Science for them to be successful in Computer Science program. The new policy of requiring students to make B or better in CS 1323/1324/1321 or CS 2334 before they can enroll in any other CS courses will allow for student success in the program. We have created three introductory classes for programming: CS 1321, CS 1323, and CS 1324. This will address students with various programming background who enter our program. CS 1321 is for students with prior programming knowledge, but not in JAVA (our choice of programming language for the first course). CS 1323 is for student with knowledge of programming, but need deeper understanding. CS 1324 is for students without any programming background. Having several introductory courses that takes into account the background of the students will help in finding appropriate successful pathways for the students. CS 2603 Applied Logic is being removed as a requirement and its contents are added to courses CS 2813 and CS 2614 (new proposed). The other rationale for removing this course include: a. Taking CS 2334 Programming Structures and Abstractions

with this course leaves beginning students working in two different families of language simultaneously; b. Taking CS 2334 Programming Structures and Abstractions in sequence with this course increases the length of the critical path in our curriculum; c. Complicates study abroad, transfer student success; d. Forces CS 2813 Discrete Structures to be non-standard, complicating transfers; e. Course can't be transferred from elsewhere because no one else teaches it. We allow MATH 2513 Discrete Mathematics as an option with CS 2813 Discrete Structures. The rationale for making this accommodation include: a. CS 2813 would have fewer students (currently in some semester we exceed over 100); b. Students pursuing mathematics minors would have more upper division options; c. Students would have more flexibility in course times and offerings, including summer; d. Transfer credit processes could be handled by either Math or CS. We are changing the number of credit hours for CS 3202 from 2 credits to 3 credits and creating the course CS 3203. We have added additional material into CS 3203 so that it can provide better support for our software engineering program educational objective (CS 4263 and CS 4273). We are removing the requirement that students take MATH 3113 or MATH 3413. The students can take a 3000 level or above mathematics course acceptable for credit for mathematics majors or complete a minor. We are adding one credit hour to CS 2613 Computer Organization and the new course will be CS 2614. This increase adds in necessary topics from 2603 and allows CS to get credit for laboratory component of class (which we currently require in CS 2613). We are replacing of BC 2813/ENGL 3153 with ENGR 2002. ENGR 2002 has sufficient technical writing content and hence can replace BC 2813/ENGL 3153.

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

CURRICULUM CHANGES – NC

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

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

MANAGED PROVIDER AND RESELLER AGREEMENTS FOR CISCO EQUIPMENT, SERVICES AND MAINTENANCE – NC

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

This contract supports the University's network infrastructure by establishing pricing and availability of Cisco branded networking products and services at significant discounts. Cisco products are the campus standards for the Norman campus core network. A previous competitive solicitation awarded a scheduled managed services provider and reseller management contract to The IMMIX Group of McClean, Virginia, representing Cisco Products. In partnership with the University, the IMMIX Group authorized reseller agreements to provide Cisco products; warranty and support services to Chickasaw Telecom, Inc. of Oklahoma City; Dimension Data of Valencia, California; Presidio Networked Solutions, of Greenbelt, Maryland; ISG Technology, LLC of Oklahoma City; and Sigma Technology Solutions, Inc. of San Antonio, Texas.

The contract is based on a previous competitive solicitation and will be year three of the existing five-year contract at equivalent pricing, discounts, and value added services. This item reports anticipated activity of \$3,500,000 for fiscal year 2018.

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

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

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 2018, estimated to be \$1,150,000. 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 will be 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 University issued a competitive solicitation to ensure the most competitive prices available. The following firms responded:

Andy Frain Services	Aurora, Illinois
Contemporary Services Corporation	Northridge, California
Global Security Corporation	Edmond
Innovative Solution Advisors, LLC	Dallas, Texas
Per Mar Security Services	Davenport, Iowa
Staff Pro, Inc.	Huntington Beach, California
Strategic Security Corporation	Commack, New York

The evaluation committee comprised the following individuals:

Michael Beirne, Director, Event Management, Athletics
 Brandon Hall, Director, Business Operations, Athletics
 Susan Hendon, Senior Buyer, Purchasing
 Bryant Houk, Assistant Director, Event Management, Athletics
 Luther Lee, Senior Associate Athletics Director/CFO, Athletics
 Kendall Mayer, Assistant Director, Annual Giving, Athletics
 Larry Naifeh, Executive Associate Athletics Director, Athletics
 McK Williams, Assistant Athletics Director/Development, Athletics
 Liz Woollen, Chief, OU Police Department

The evaluation criteria were meeting requirements of the RFP including experience with large scale sporting events, local presence, expertise and managerial support, staffing resources, and cost.

The evaluation chart is attached hereto as Exhibit K.

The evaluation committee determined an award to Contemporary Services Corporation, of Northridge, California and Global Security Corporation, of Edmond were most responsive to the specified requirements of the RFP and represent best value to the University. The contracts will include seven one-year renewal options at equivalent pricing.

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, 2017, *Statements of Revenues, Expenses and Changes in Net Position* for the nine months then ended, and related Executive Summary are attached hereto as Exhibit L.

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

AWARDS, 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 2013 through 2017 and current month and year-to-date, are shown on the graphs and tables attached hereto as Exhibit M. 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.

	FY16 Total Expenditures	FY16 YTD Expenditures	FY17 YTD Expenditures
UNIVERSITY OF OKLAHOMA	\$289,102,635	\$239,268,350	\$234,039,975
NORMAN CAMPUS	\$155,008,734	\$128,293,147	\$121,816,966
HEALTH SCIENCES CENTER	\$134,093,901	\$110,975,203	\$112,223,008

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 2017 submitted with this Agenda Item.

Regent Burgess moved approval of the recommendation. The following voted yes on the motion: Regents Humphreys, Rainbolt-Forbes, Burgess, Stone, Albert and Keating. 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, on file in the Board office, to the Board of Regents be approved for honorary degrees.

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

CHANGE THE NAME OF THE COLLEGE OF LIBERAL STUDIES TO THE COLLEGE OF PROFESSIONAL AND CONTINUING STUDIES – NC

As part of its overall structure, OU Outreach has historically offered a wide range of degree and credit-related activities through its various administrative units, primarily through the College of Liberal Studies (CLS) and the Continuing Education Academic Programs (CEAP) administrative unit. In 2017, following retirement of its long-time Dean/Vice President, University Outreach was reorganized with all academic and credit-related endeavors combined under the College of Liberal Studies administrative umbrella. Doing so brought together the following program areas, along with their supporting infrastructure: Advanced Programs, Aviation, Center for Community, Energy and Economic Development, Center for English as a Second Language, Center for Independent and Distance Learning, College of Liberal Studies, and Professional, Academic, and Community Education. The College offers nine undergraduate degree tracks, eleven graduate degree options, and one doctoral degree program.

The new name, a result of extensive review and consultation with the College's diverse constituencies, more effectively describes the focus, range, and scope of the College's activities and also reflects common naming conventions throughout higher education for similar units. The term "Professional" captures the predominant flavor of the College's academic programs and the term "Continuing Studies" indicates that the primary audience remains the place-bound working adult/lifelong learner.

Renaming the College will facilitate its ongoing ability to provide access to transformational, world-class OU degrees, certifications, and programs for place-bound working adults, military-connected personnel, and those seeking specialized study in the designated professional areas, for decades to come.

This proposal is supported by the faculty and staff of the college, the Interim Dean of the College of Liberal Studies and Associate Provost for Continuing Education, and the Senior Vice President and Provost.

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

President Boren recommended the Board of Regents approve changing the name of the College of Liberal Studies to the College of Professional and Continuing Studies

Regent Humphreys moved approval of the recommendation. The following voted yes on the motion: Regents Humphreys, Rainbolt-Forbes, Burgess, Stone, Albert and Keating. 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 Changes
Approved by Academic Programs Council, April 7, 2017

Addition of Program

COLLEGE OF ARTS & SCIENCES

Latinx Studies, Bachelor of Arts (RPC TBD, MC TBD)

Addition of program. Level I Bachelor of Arts, Level II Bachelor of Arts, Level III Latinx Studies, Level IV Latinx Studies. A total of 120 hours is required for the degree, consisting of 40 hours General Education, 15 hours degree program core, 18 hours guided electives, and 47 hours general electives. Admission is based on the standards for admission established by the College of Arts and Sciences, which include: declaration of intent to pursue the major in Latinx Studies; at least a 2.0 combined retention grade point average on all college level work attempted; and at least 24 hours of earned college credit. Satisfactory progress completion toward the degree will be assessed each semester. Students will be placed on enrollment contract if they fall below the minimum GPA requirements for good standing in the College of Arts and Sciences. A cumulative grade point average of at least 2.00 is required for graduation. A grade of C or better must be earned in any course that is used to satisfy the hours in the major.

Reason for request:

For many years, the University of Oklahoma has had significant offerings in the area of Latino studies but no major. Now, with recent faculty appointments and the accrual of relevant courses, especially in the interdisciplinary study of culture, history, and society, the moment is right to fulfill the mission of serving Latino students, including future Latino students

who will be at OU in far greater numbers. A major at the University of Oklahoma, Latinx Studies will be arguably one of the most important new programs for the present and the future. The intersectional and interdisciplinary study of Latino culture, society, and history is increasingly important to many students in that interdisciplinary studies provide an emerging critical understanding of important cultural and social events of our time. In these ways, an undergraduate degree in Latinx Studies will be helping to fulfill the mandate of the College of Arts and Sciences' mission and the needs of a deserving and underserved student population. A major in Latinx Studies will enable students to be better decision-makers, creators, and innovators in a world where business, law, politics, and the arts all are being transformed by new communities emerging in the U.S. In particular, the integrative, comparative habits of mind our courses teach will prove extremely valuable to students interested in careers in teaching, business, professional study, and graduate study. Latinx Studies courses will emphasize the development of critical reading, historical perspectives, and writing skills, helping students learn how to ask and answer questions that they find meaningful and how to communicate their ideas and experiences to others. Such skills are valuable in all walks of life. Finally, this program will seek to inspire students to understand that critical inquiry is not just a luxury for academics, but something that can and should be a part of everyone's life, adding richness and depth to our experiences. A degree in Latinx Studies, especially when accompanied by acquaintance or expertise in ancillary fields, will be useful to careers in several professional areas. Students intending to pursue careers in law and politics will find that a familiarity with the history of Latinos in the U.S. will provide a unique and sophisticated understanding of public policy issues. Because the proposed program encourages interdisciplinary thinking, students interested in business and commercial applications will be equipped to respond to the global impact of Latino culture in the marketplace. Because graduates of the proposed program will be well-versed as historians, humanists, and social scientists, they may likely teach a variety of courses in addition to specialized topics in Latinx Studies. A degree in Latinx Studies may be a springboard to a career in policy creation in the public and private sector. Governmental and non-governmental agencies increasingly devote resources to strategic planning and oversight of critical programs serving Latino communities. Because Latinx Studies students have been trained to analyze culture and structure arguments in integrative ways, they will be among the most desirable employees in the humanities and social sciences.

PRICE COLLEGE OF BUSINESS

Finance, Graduate Certificate (RPC 025, MC TBD)

Addition of embedded graduate certificate. The Graduate Certificate in Finance will consist of 6 courses (3 required, 3 electives) for a total of 12-13 hours (MBA courses at OU are typically two credit hours instead of three). The required courses will be FIN 5322, FIN 5332 and FIN 5382. The elective courses will consist of current MBA finance electives or MBA electives from a list maintained by the department and approved by the Graduate Liaison.

Reason for request:

Graduate Certificate in Finance formally documents the finance specialization on a student's transcript and provides an official OU certificate denoting these credentials. Currently, no designation of the finance specialization is provided on a student's transcript or diploma.

JEANNINE RAINBOLT COLLEGE OF EDUCATION

Fundamentals of Special Education, Graduate Certificate (RPC 219, MC TBD)

Addition of embedded graduate certificate. The curriculum for this certificate consists of six (6) graduate courses that the Special Education faculty affirms are the most necessary and fundamental courses for persons interested in teaching individuals with disabilities who have not received their undergraduate degree or master's degree in Special Education but alternative

certification from the State Department of Education and are currently in the classroom with Oklahoma's students. Requirements are: EDSP 5413, EDSP 5143, EDSP 5183, EDSP 5163, EDSP 5013, and a 3-hour elective course in special education (or general education) that pertains to the student's current/primary professional area of interest/teaching position or another course as approved by the graduate liaison or program coordinator.

Reason for request:

This is a certificate that will be useful for those students who have completed an approved Oklahoma State Department of Education 150 hour "Bootcamp" and need the 18 hours of continuing education coursework to maintain their alternative licensure for teaching in the state. Additionally, students can begin these courses and if they would like, change to the master's in Education and all the courses will transfer to that degree.

Program Requirement Changes

PRICE COLLEGE OF BUSINESS

Business Administration, Master of Business Administration (RPC 025, MC M140Q446, M798)

Course requirement change. Add B AD 5010, Foundations of MBA Success, as required course for all standard and professional MBA students. Total credit hours for the degree will not change.

Reason for request:

This course is being added To ensure that all students admitted to the MBA program are well prepared to succeed in the program and upon graduation.

Finance, Bachelor of Business Administration (RPC 081, MC B435, B822)

Course requirement change. Finance option: Change course number from FIN 3703 to FIN 3453; remove MIS 3223 from Finance major elective options. Risk Management option: Change course number from FIN 3703 to FIN 3453; remove MIS 3223 and add FIN 3203 to Risk Management major elective options. Total credit hours for the degree will not change.

Reason for request:

Finance option: Course number was changed; FIN 3453 is more appropriate for course sequence; MIS 3223 is no longer offered. Risk Management option: Course number was changed; FIN 3453 is more appropriate for course sequence; MIS 3223 is no longer offered; FIN 3203 is a new course.

Management and Human Resources, Bachelor of Business Administration (RPC 168, MC B360, B380)

Course requirement change. Energy Management option: Add EMGT 3123 to major requirements, increasing major requirement hours to 22; reduce Energy Related Elective hours to 12; remove PE 4113 and MIS 3223 from options; and change FIN 3703 to FIN 3453. Entrepreneurship & Venture Management option: Change in course substitution options; requiring upper-division ENT courses; restricting upper-division electives to 6 hours of business. Total credit hours for the degree will not change.

Reason for request:

Energy Management option: EMGT 3123 replaces PE 4113 (no longer offered). As the course is now offered through PCB, we will be able to ensure that there are adequate seats to accommodate all EMGT students. Because of this, the course will now be required instead of an elective. MIS 3223 is no longer offered. FIN 3453 is a more appropriate number for course sequencing purposes. Entrepreneurship & Venture Management option: Allow students more course options; clarifying ENT options - when program began there were no lower division ENT courses; restricting the number of business hours encourages more rounded students and brings ENT in line with other business majors.

Business Administration, Bachelor of Business Administration (RPC 024, MC B590). Course requirement change to International Business option. Foreign language requirement changed from specific course requirements to a minimum of 12 hours with 6 hours at the 3000/4000 level and focused in composition and/or conversation. Total credit hours for the degree will not change.

Reason for request:

This allows for flexibility as the College of Business has no control over course progressions/changes in Modern Languages.

JEANNINE RAINBOLT COLLEGE OF EDUCATIONApplied Behavior Analysis, Graduate Certificate (RPC 403, MC G019)

Course requirement change. Change course name for EDSP 6023, and replace EDSP 5093 with EDSP 5013. Total credit hours for the certificate will not change.

Reason for request:

The program is updating the course name for EDSP 6023 to reflect the most current best used practices in the field of Special Education. The program is replacing EDSP 5093 with EDSP 5013 for the purpose of additional Research and Instruction Methods that the faculty feel are more closely related to the field of Applied Behavior Analysis.

Secondary Transition Education Specialist, Graduate Certificate (RPC 402, MC G101)

Course requirement change. Replace S WK 5170 with S WK 5293, and remove EDSP 5393. Total credit hours for the certification will change from 18 hours to 12 hours.

Reason for request:

The initial 18-hour transition sequence was created to correspond with an Office of Special Education Grant. At the end of the grant, discussions were made on how to make the graduate certificate accessible to more people, and protect the integrity and content of the initial proposal. It was decided that the two Social Work courses could be collapsed into one streamlined course and the graduate practicum in transition would be removed from the graduate certificate.

Special Education, Master of Education (RPC 219, MC M855, M856)

Course requirement change. Change name of EDSP 6023, and remove Applied Behavior Analysis and Secondary Transition Education areas of concentration. Total credit hours for the degree will not change.

Reason for request:

In the past, the program created concentrations that they felt would be beneficial for enrollment and advising purposes. Although advising has gotten easier, the enrollment aspect has become more difficult for students who are trying to graduate or even apply to the university. The program currently offers a Federal grant that combines our two Graduate Certificates but we do not have a concentration that meets this need, so students are confused when trying to apply to the University because they do not see the program they want. To alleviate this confusion, the program has to go back to just one concentration of Special Education and if students are interested in the additional subject areas, they will be able to add those Graduate Certificates on their degree, and take those classes as elective courses.

Special Education, PhD. (RPC 220, MC D855)

Course requirement change. Change title of EDSP 6023.

Reason for request:

The program is updating course offerings to meet the research and critical thinking needs of doctoral students in the degree.

Substantive Program Changes
Approved by Academic Programs Council, May 5, 2017

Addition of Programs

COLLEGE OF ARTS & SCIENCES

Environmental Studies, Master of Arts in Environmental Studies (RPC TBD, MC TBD)

Addition of program. A total of 30 hours is required for the degree, consisting of 15 hours core coursework, 9 hours electives, and 6 hours thesis research. Admission is based on the standards for admission established by the Graduate College. Any student who, at the end of a semester, has failed to maintain an overall "B" average in his/her graduate work will be placed on probation. If the average is not brought up to "B" in 1 2 credit hours of enrollment, further enrollment will be denied.

Reason for request:

Student demand for Environmental Studies is high. Numerous IPE students have expressed interest in a multidisciplinary graduate program that would prepare them for either the broad environmental workforce or further graduate studies in environmentally related fields ranging from public service and politics to environmental consulting, journalism and corporate public relations. Past and present M.S. students in Biology have expressed similar desires, as the current M.S. biology program does not provide a foundation in communication skills, nor does it provide any emphasis on the human dimensions of environmental issues. Employer demand for Environmental Studies Master's graduates is high, nationally, regionally, and locally. Because Environmental Studies students will have invested in developing critical thinking skills and how to learn, they will excel in the job market, outshining fellow graduates with more narrowly focused degrees in the natural and social sciences. Environmental Studies students will not only be committed to making a difference in the world, they will have further developed the communication-related skills necessary to contribute meaningfully to an interdisciplinary chorus of professionals and lay people to address the often highly complex, multidimensionality that accompanies most environmental issues. Businesses from the smallest family operated lawn-care specialist to the largest of corporate businesses all recognize today the critical importance of being able to respond appropriately and effectively to the environmental challenges they will

face, ranging from seemingly trivial decisions relating to the fate of junk mail in the office to the global implications of dealing with governmental regulation of industrial pollution. Likewise, municipal, state, regional, tribal, and federal agencies, political, social, national, and global advocacy institutions, as well as environmental, conservation, and natural resources special interest groups are looking to graduates of environmental studies programs to fill positions that bridge the socio-political, economic, and technical complexities inherent to all environmental concerns. The majority of demand is expected to be filled by bachelor's and graduate degree candidates. Within the State of Oklahoma, the future outlook for Environmental Studies Master's degree graduates is similarly optimistic. At a recent College of Arts and Sciences Annual Recruiters' Day event, human relations and other corporate recruitment staff from Oklahoma businesses, including AT&T, Dell, Enterprise Holdings, Chickasaw Nation Industries, Phillips 66, Oklahoma Medical Research Foundation, Oklahoma Department of Environmental Quality, and many others, voiced unanimous enthusiasm for the Environmental Studies program, as all mentioned their growing awareness of the need to address numerous environmental concerns facing their businesses. The need for broadly trained graduates who excel in critical thinking and problem solving, work equally well independently and in teams, and who demand challenge were among the desirable qualities of future employees sought by the companies represented. These qualities are central to the training received by Environmental Studies students.

Environmental Studies, Master of Science in Environmental Studies (RPC TBD, MC TBD)

Addition of program. A total of 30 hours is required for the degree, consisting of 15 hours core coursework, 9 hours electives, and 6 hours thesis research. Admission is based on the standards for admission established by the Graduate College. Any student who, at the end of a semester, has failed to maintain an overall "B" average in his/her graduate work will be placed on probation. If the average is not brought up to "B" in 1 2 credit hours of enrollment, further enrollment will be denied.

Reason for request:

Student demand for Environmental Studies is high. Numerous IPE students have expressed interest in a multidisciplinary graduate program that would prepare them for either the broad environmental workforce or further graduate studies in environmentally related fields ranging from public service and politics to environmental consulting, journalism and corporate public relations. Past and present M.S. students in Biology have expressed similar desires, as the current M.S. biology program does not provide a foundation in communication skills, nor does it provide any emphasis on the human dimensions of environmental issues. Employer demand for Environmental Studies Master's graduates is high, nationally, regionally, and locally. Because Environmental Studies students will have invested in developing critical thinking skills and how to learn, they will excel in the job market, outshining fellow graduates with more narrowly focused degrees in the natural and social sciences. Environmental Studies students will not only be committed to making a difference in the world, they will have further developed the communication-related skills necessary to contribute meaningfully to an interdisciplinary chorus of professionals and lay people to address the often highly complex, multidimensionality that accompanies most environmental issues. Businesses from the smallest family operated lawn-care specialist to the largest of corporate businesses all recognize today the critical importance of being able to respond appropriately and effectively to the environmental challenges they will face, ranging from seemingly trivial decisions relating to the fate of junk mail in the office to the global implications of dealing with governmental regulation of industrial pollution. Likewise, municipal, state, regional, tribal, and federal agencies, political, social, national, and global advocacy institutions, as well as environmental, conservation, and natural resources special interest groups are looking to graduates of environmental studies programs to fill positions that bridge the socio-political, economic, and technical complexities inherent to all environmental concerns. The majority of demand is expected to be filled by bachelor's and graduate degree candidates. Within the State of Oklahoma, the future outlook for Environmental Studies Master's degree graduates is similarly optimistic. At a recent College of Arts and Sciences Annual

Recruiters' Day event, human relations and other corporate recruitment staff from Oklahoma businesses, including AT&T, Dell, Enterprise Holdings, Chickasaw Nation Industries, Phillips 66, Oklahoma Medical Research Foundation, Oklahoma Department of Environmental Quality, and many others, voiced unanimous enthusiasm for the Environmental Studies program, as all mentioned their growing awareness of the need to address numerous environmental concerns facing their businesses. The need for broadly trained graduates who excel in critical thinking and problem solving, work equally well independently and in teams, and who demand challenge were among the desirable qualities of future employees sought by the companies represented. These qualities are central to the training received by Environmental Studies students.

Microscopic Imaging & Technology, Graduate Certificate (RPC TBD, MC TBD)

Addition of embedded graduate certificate in Microscopic Imaging & Technology. A total of 15 hours is required for the certificate, consisting of 12 hours core microscopy courses BIOL/MBIO/PBIO 5364, BIOL/MBIO/PBIO 5374, BIOL/MBIO/PBIO 5394, and three hours graduate research courses selected from an approved list maintained by the Department of Microbiology and Plant Biology.

Reason for request:

The Certificate Program in Microscopic Imaging and Technology is designed for graduate students with a strong interest in the investigation of using advanced imaging technology to characterize biological, materials and physical science specimens at a range of resolutions that can reach to a near atomic level. Students who may be interested in this certificate come from a wide range of interests (e.g., Biology, Microbiology, Plant Biology, Biomedical Engineering, Biotechnology, Chemistry, Biochemistry, Materials Sciences, Nanotechnology, Physics).

Course and Program Requirement Changes

COLLEGE OF ARTS & SCIENCES

Applied Linguistic Anthropology, Master of Arts in Applied Linguistic Anthropology (RPC 360, MC M026)

Course and program requirement change. The number of required core courses will be reduced and the number of electives will be increased. Add ANTH 5001 as required course. Total credit hours for the degree will not change.

Reason for request:

Proposed changes will serve three primary purposes. First of all, required courses better reflect our current offerings. Secondly, the number of required core courses is reduced to a total of 12 credit hours, which is consistent with other MA programs in the department and college. Finally, the increase in elective hours allows students to better tailor the degree to their own specific goals and accommodates a greater range of student interests. These proposed changes have the additional benefit of fostering greater connections between students in Anthropology and those in other departments, which reflects the multifaceted nature of Linguistic Anthropology as a discipline (and better prepares students for more advanced study in, for example, Linguistics, Education, and/or Native American Studies).

Anthropology, Master of Arts (RPC 009, MC M025Q033, M025Q615)

Course requirement change. Add ANTH 5001; and give student option to take more thesis hours instead of electives. Total credit hours for the degree will not change.

Reason for request:

The new course will prepare students in many key areas such as an orientation to graduate school, how to choose a thesis topic and committee, how to present in conferences, how to publish and get grants, and other topics. This will address a key deficit noted by the graduate students and also hopefully help with time-to-degree by getting students to focus on thesis research earlier. Providing the option of swapping one elective for thesis hours makes students able to enroll in thesis hours that are more in line with the scope of the thesis research than many of them undertake.

Anthropology, PhD (RPC 010, MC D025R044, D025R306, D025R618)

Course requirement change. Add ANTH 5001 as required course. Health & Human Biology concentration: replace ANTH 6643 with two courses selected from list of guided electives; change concentration name to Human Health and Biology. Sociocultural and Linguistics concentration: remove ANTH 5543. Total credit hours for the degree will not change.

Reason for request:

This added course will be modeled on professionalization courses that are offered by several other departments for their graduate students here at OU. It will be expected the Anthropology graduate students will take this course in their first semester. The course will prepare students in many key areas such as an orientation to graduate school, how to choose a thesis topic and committee, how to present in conferences, how to publish and get grants, and other topics. This will address a key deficit noted by the graduate students and also hopefully help with time-to-degree by getting students to focus on thesis research earlier. Health & Human Biology concentration: ANTH 6643 has not been taught on a regular basis, and the longer list of methods classes will better prepare students that have diverse research needs. The proposed name "Human Health and Biology" more accurately describes the PhD track's breadth of focus. Sociocultural Linguistics concentration: The ANTH 5543 class is not needed for all students, and will remain as a possible elective.

History of Science, Technology and Medicine, Master of Arts in History of Science, Technology and Medicine (RPC 120, MC M511)

Course requirement change. Current program requires first-year graduate students to complete 6 hours of HSCI 5970 Seminar in the first two semesters, fall and spring, 3 hours each semester. We propose to delete the spring semester HSCI 5970 Seminar, 3 hours, and replace it with an HSCI 5550-series course, 3 hours, to be taken in any semester in the student's first four semesters. Total credit hours for the degree will not change.

Reason for request:

The department began an assessment of the graduate program in spring 2014, including input from current graduate students. A significant consideration in discussions was the relevancy and coherence of required courses to the program as a whole. Student input indicated and faculty unanimously agreed that the spring semester of HSCI 5970 lacked coherence as a continuation of the fall semester. In fall 2015, the Graduate Studies Committee proposed to the faculty as a whole that the spring semester of HSCI 5970 be replaced with a HSCI 5550-series course that could address current issues, topics, and methodologies. This HSCI 5550 course can be taken anytime in the student's first four semesters. Faculty unanimously approved the committee recommendation.

Human Resource Management, Graduate Certificate in Human Resource Management (RPC 415, MC G064)

Course requirement change. Students will be allowed 3 credit hours of electives to allow for more flexibility in completing the certificate. Currently students must complete 4 courses (12 credits) from a list of courses. The change will allow them to complete 3 courses (9 credits) from that list and complete another relevant course (3 credits) from a pre-approved list or as approved by the ODYN Graduate Liaison. Total credit hours for the certificate will not change.

Reason for request:

This will make the embedded certificate program align better with flexibility in requirements for the Master of Arts in Organizational Dynamics. This change will also allow for interdisciplinary study when a course offered outside of the ODYN program are relevant to human resource management. Finally, the change will make it easier for students in non-ODYN programs that have elective requirements to complete the Graduate Certificate in Human Resource Management as part of their degree program.

Project Management, Graduate Certificate (RPC 416, MC G093)

Course requirement change. Students will be allowed 3 credit hours of electives to allow for more flexibility in completing the certificate. Currently students must complete 4 courses (12 credits) from a list of courses. The change will allow them to complete 3 courses (9 credits) from that list and complete another relevant course (3 credits) from a pre-approved list or as approved by the ODYN Graduate Liaison. Total credit hours for the certificate will not change.

Reason for request:

This will make the embedded certificate program align better with flexibility in requirements for the Master of Arts in Organizational Dynamics. This change will also allow for interdisciplinary collaboration when a course offered outside of the ODYN program are relevant to project management. Finally, the change will make it easier for students in non-ODYN programs that have elective requirements to complete the Graduate Certificate in Project Management as part of their degree program.

Public Administration, Master of Public Administration (RPC 197, MC M805Q550, M805Q331, M805Q471, M805Q561)

Course requirement change. Add P SC 5963 as an alternative to P SC 5950 for the Master of Public Administration graduate degree. Total credit hours for the degree will not change.

Reason for request:

This change will eliminate cumbersome enrollment procedures. P SC 5963 Public Administration Capstone will be easily identifiable when M.P.A. students enroll in the course. In the past, the multiple P SC 5950 faculty sections and variable hour enrollment increased the likelihood of students enrolling in the wrong course section, and/or enrolling in fewer hours than needed to meet degree requirements for total credit hours. Students have voiced their concerns with these enrollment issues to both faculty and staff. Program administrators must continually monitor P SC 5950 enrollment to ensure students enroll in the correct section and number of hours needed for meeting degree requirements. The change will also facilitate differentiating courses within the department. The proposed P SC 5963 Public Administration Capstone as a stand-alone course will be identifiable as specific to the M.P.A. degree.

PRICE COLLEGE OF BUSINESS

Marketing/Supply Chain Management, Bachelor of Business Administration (RPC 152, MC B857, B665)

Course requirement change. Supply Chain Management option: Move MKT 3323 Purchasing and Buyer Behavior from an upper division business elective requirement to a major requirement and changing the indicator (cross listed) to SCM. Marketing option: students must take both COMM 1113 and 2613 instead of COMM 1113 or 2613; removal of BC 3003 as a support course option (no longer offered); addition of more course choices for the Advertising area of concentration; addition of Healthcare Business area of concentration. Total credit hours for the degree will not change.

Reason for request:

Supply Chain Management option: This was the MKT division's original intention in a change requested several years ago. Adding the course to major requirements and removing it from upper division business requirements will not change the number of hours required. Marketing option: Require students to take a public speaking course; allow for more flexibility in the advertising area of concentration; incorporate Healthcare Business area of concentration to add value to the MKT degree.

GALLOGLY COLLEGE OF ENGINEERING

Computer Science, Bachelor of Science in Computer Science (RPC 233, MC B235)

Course and program requirement change. Students are required to make B or better in CS 1323/1324/1321 or CS 2334 before they can enroll in any other CS courses; we have created three introductory classes for programming, CS 1321, CS 1323, and CS 1324 which will address students with various programming background who enter our program; CS 2603 is being removed as a requirement and its contents are being added to CS 2813 and CS 2614; CS 2613 will change to CS 2614 to include the laboratory requirement and some content from CS 2603; students are given the option of taking MATH 2513 to substitute for CS 2813; CS 3202 is being changed to CS 3203 to include more content as it related to written and verbal communication; replace BC 2813/ENGL 3153 with ENGR 2002 as a requirement; for CS 4033/5033 we have added MATH 3113 or MATH 3413 as an additional prerequisite; MATH 3113 or MATH 3413 is replaced with the requirement that students can take a 3000-level or above mathematics course acceptable for credit for mathematics majors or complete a minor. Total credit hours for the degree will not change.

Reason for request:

We are finding efficient pathways for student success in Computer Science. Our data indicates that students have to make a B or better in the first two courses in Computer Science for them to be successful in Computer Science program. The new policy of requiring students to make B or better in CS 1323/1324/1321 or CS 2334 before they can enroll in any other CS courses will allow for student success in the program. We have created three introductory classes for programming: CS 1321, CS 1323, and CS 1324. This will address students with various programming background who enter our program. CS 1321 is for students with prior programming knowledge, but not in JAVA (our choice of programming language for the first course). CS 1323 is for student with knowledge of programming, but need deeper understanding. CS 1324 is for students without any programming background. Having several introductory courses that takes into account the background of the students will help in finding appropriate successful pathways for the students. CS 2603 is being removed as a requirement and its contents are added to courses CS 2813 and CS 2614 (new proposed). The other rationale for removing this course include taking CS 2334 Programming Structures and Abstractions with this course

leaves beginning students working in two different families of language simultaneously, taking CS 2334 in sequence with this course increases the length of the critical path in our curriculum, complicates study abroad, transfer student success, forces CS 2813 to be non-standard, complicating transfers, and course can't be transferred from elsewhere because no one else teaches it. We allow MATH 2513 as an option with CS 2813. The rationale for making this accommodation include CS 2813 would have fewer students, students pursuing mathematics minors would have more upper division options, students would have more flexibility in course times and offerings, including summer, and transfer credit processes could be handled by either Math or CS. We are changing the number of credit hours for CS 3202 from 2 credits to 3 credits and creating the course CS 3203. We have added additional material into CS 3203 so that it can provide better support for our software engineering program educational objective (CS 4263 and CS 4273). We are removing the requirement that students take MATH 3113 or MATH 3413 and replacing that with the requirement that students can take a 3000-level or above mathematics course acceptable for credit for mathematics majors or complete a Minor. We are adding one credit hour to CS 2613 and the new course will be CS 2614. This increase adds in necessary topics from 2603 and allows CS to get credit for laboratory component of class (which we currently require in CS 2613). We are replacing of BC 2813/ENGL 3153 with ENGR 2002. ENGR 2002 has sufficient technical writing content and hence can replace BC 2813/ENGL 3153.

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

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

GALLOGLY COLLEGE OF ENGINEERING – NAMING OF LECTURE HALL

RESOLUTION

WHEREAS, Valero has contributed a major gift to the University of Oklahoma to support construction of Gallogly Hall, a new academic building and research laboratory on the Engineering Quadrangle that will house the Stephenson School of Biomedical Engineering, the Gallogly College of Engineering Diversity and Inclusion Program offices as well as new engineering labs and learning spaces;

WHEREAS, a communal space designed to facilitate events and lectures to cultivate diversity of thought across disciplines will be accessible to all students, faculty and staff; and

WHEREAS, generations of faculty and students will have access to innovative resources and improved technology that will strengthen educational opportunities and promote collaborative activity to advance the study of engineering;

NOW, THEREFORE, LET IT BE RESOLVED that the Regents governing the University of Oklahoma express profound appreciation to Valero for its longstanding support and honor this transformational gift to the University by naming the Valero Lecture Hall.

President Boren recommended the Board of Regents approve the naming of Valero Lecture Hall in the Gallogly College of Engineering.

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

ACQUISITION OF FOREIGN AND DOMESTIC PERIODICALS AND SUBSCRIPTIONS FOR UNIVERSITY LIBRARIES – ALL

Periodical and subscription vendors serve as intermediaries between libraries and publishers. Their comprehensive service includes initial subscriptions and renewals, invoicing, tracking of periodical changes impacting library subscriptions and reporting capabilities. Periodical and subscription vendors are capable of obtaining the lowest rate possible for periodicals and subscriptions and the savings are passed onto libraries and other organizations. The University Libraries serving all three campuses collaborated to find the best value for periodicals and subscriptions with a vendor who could provide the most desirable service and cover all subject areas to serve students, faculty and staff of all three campuses.

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

EBSCO Information Services	Birmingham, Alabama
Otto Harrassowitz GmbH & Co. KG	Wiesbaden, Germany
WT Cox	Shallotte, North Carolina

The evaluation committee comprised the following individuals:

Elaine Bradshaw, Assistant Director/Collections and Digital Projects,
Pray Law Library, College of Law
Starla Doescher, Acquisitions Department Head, OU Libraries
Toni Hoberecht, Technical Services Librarian, Tulsa Schusterman Library
Kristi Kohl, Serials Services Head, HSC Bird Library
Karen Rupp-Serrano, Associate Dean/Scholarly Resources & Services, OU Libraries
Jaymie Turner, Serials and Electronic Resources Librarian, OU Libraries
Tiffany Wright, Acquisitions Manager, Purchasing

The evaluation criteria were: meeting specifications of the RFP including savings on service charges/transfer credits, robust vendor database, EDI capability, E-serials, packages and licensing management, customer service, company stability and references.

Criteria for Evaluation	Weight	Bidder WT Cox		Bidder EBSCO		Bidder Otto Harrassowitz	
		Composite Score	Weighted Score	Composite Score	Weighted Score	Composite Score	Weighted Score
Savings on charges/credits	25%	1	.25	2.5	.625	5	1.25
Database	30%	0	0	4.5	1.35	4.4	1.32
EDI	2%	0	0	5.0	.1	5	.1
E-serials/ Packages/licensing	10%	0	0	4.4	.444	4.71	.471
Customer service	23%	0	0	4.6	1.064	5	1.15
Business experience	5%	0	0	5.0	.25	5	.25
References	5%	0	0	4.42	.221	4.86	.243
Total	100%	Total Weighted Score	.25		4.05		4.78

The evaluation committee determined an award to Otto Harrassowitz GmbH & Co., KG, of Wiesbaden, Germany, the best value bidder, met all specified requirements of the RFP and represents best value to the University.

Funding has been identified, is available and set aside within the University Libraries budget.

President Boren recommended the Board of Regents authorize the President or his designee to issue a purchase order in the amount of \$9,675,000 to Otto Harrassowitz GmbH & Co., KG, of Wiesbaden, Germany, the best value bidder, for the acquisition of foreign and domestic periodicals and subscriptions for University Libraries, for the one-year period beginning July 1, 2017 with the option to renew up to four additional one-year periods.

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

APPOINTMENT OF TRUSTEE FOR LEW WENTZ FOUNDATION – NC

The Lew Wentz Foundation of The University of Oklahoma is a separate foundation set up in the 1920s from funds received from Lew Wentz of Ponca City, Oklahoma. The purpose of the Foundation is to provide low-interest loans to University of Oklahoma students. The original funds were increased as a result of a bequest in Mr. Wentz' Last Will and Testament. The net assets of the Foundation at April 30, 2017 exceeded \$23.8 million, which included merit based loans outstanding of approximately \$10.5 million.

The Trust Agreement of the Lew Wentz Foundation provides for a Regent Trustee. This individual must be a member of the Board of Regents and must be selected by the Regents.

President Boren recommended the Board of Regents appoint Regent Phil B. Albert as the Regent Trustee on the Lew Wentz Foundation for a three-year term effective June 20, 2017.

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

ENGINEERING ACADEMIC BUILDING – NC

At the March 2017 meeting, the Board approved the design development phase plans and authorized preparation of construction documents and a revised total project budget of \$43,000,000 for the project.

It is proposed the Board approve a guaranteed maximum price of \$33,500,000 for the cost of construction. This price includes cost of construction work, cost of construction managers direct cost management, fees, bonds, insurance and owner contingency.

Funding for the project has been identified and is available from private sources and future general revenue bond proceeds.

President Boren recommended the Board of Regents:

- I. Approve a guaranteed maximum price of \$33,500,000 for construction of the Engineering Academic Building; 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 Burgess moved approval of the recommendation. The following voted yes on the motion: Regents Humphreys, Rainbolt-Forbes, Burgess, Stone, Albert and Keating. The Chair declared the motion unanimously approved.

NORTHEAST CORNER OF LINDSEY AND JENKINS INTERSECTION REDEVELOPMENT STUDY – NC

Initial steps have been undertaken to explore the feasibility of redeveloping the Northeast corner of Lindsey and Jenkins Avenue Intersection. At this time, an architectural consultant is needed to assist the University in programming and further definition of the project scope, and to estimate construction costs and assist in the development of a total project budget. When the project's scope and cost have been sufficiently developed, the Board will be requested to approve the project and its budget. After the project is approved by the Board, the selected architectural firm will be requested to provide full professional services for the project.

A request for qualifications was sent to the architectural firms that are currently registered with the Construction and Properties Department/Division of Capital Assets Management of the State Office of Management and Enterprise Service, and a committee was formed to evaluate the responses received from 10 firms. The committee was composed of the following:

Voting:

Jeff Schmitt, Asst. Director, Project Manager, Architectural and Engineering Services, Chair
Larry Naifeh, Executive Associate Athletic Director
Zac Selmon, Senior Associate Athletics Director
Brian Ellis, Director, Facilities Management
Alan Moring, Project Manager, Architectural and Engineering Services

Based on these proposals and client references, five firms were selected for further evaluation, and the firms were ranked as shown below.

1. MA+ Architecture, LLC
2. ADG, PC.
3. KSQ Architects, PC
4. The McKinney Partnership Architects, PC
5. Bockus Payne Associates Architects

NORTHEAST CORNER OF LINDSEY AND JENKINS REDEVELOPMENT STUDY
ARCHITECTURAL FIRM EVALUATION SUMMARY

	<u>MA+</u> <u>Architecture,</u> <u>LLC</u>	<u>ADG, PC</u>	<u>KSQ</u> <u>Architects,</u> <u>PC</u>	<u>The</u> <u>McKinney</u> <u>Partnership</u> <u>Architects,</u> <u>PC</u>	<u>Bockus</u> <u>Payne</u> <u>Associates</u> <u>Architects</u>
Acceptability of Design Services	69	63	57	42	45
Quality of Sub-consultants (Services)	66	63	54	48	48
Implementation Process and Strategy	40	36	40	28	26
Adherence to Budget Control	38	40	34	32	32
Adherence to Schedule/multi-year planning	42	38	32	36	36
Resources of the Firm	20	20	20	19	16
Total Points	275	260	237	205	203

Funds to cover the costs associated with preliminary professional services have been identified, are available and budgeted from private and Athletics Department sources.

President Boren recommended the Board of Regents:

- I. Rank in the order presented above architectural firms under consideration to provide professional services for a redevelopment study of the Northeast Corner of Lindsey and Jenkins Intersection;
- II. Authorize the University administration to negotiate the terms of an agreement and a fee, starting with the highest-ranked firm; and
- III. Authorize the President or his designee to execute the consultant contract.

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

AMENDMENTS TO OPTIONAL RETIREMENT PLAN AND DEFINED CONTRIBUTION RETIREMENT PLAN – ALL

The University sponsors the ORP and the DCP (the “Plans), which are tax-qualified defined contribution retirement plans. Such Plans cover eligible employees at all University campuses and the current Plan provisions apply uniformly to all participants regardless of their campus location. While no substantive benefit changes to the Plans are currently contemplated, it is desirable to adopt amendments to provide plan design flexibility and potentially allow separate benefit structures within the Plans for the Health Science Campus and the other University campuses. The proposed amendments, attached hereto as Exhibit N, would not change any substantive benefit provisions or change the University’s retirement plan liabilities under the Plans.

It is recommended that the Plan amendments be approved and adopted and that the President and his designees be authorized to take any and all actions deemed necessary to adopt and implement the amendments, in accordance with IRS requirements.

President Boren recommended that the Board of Regents approve amendments to the University of Oklahoma Optional Retirement Plan (“ORP”) and the University of Oklahoma Defined Contribution Retirement Plan (“DCP”) to provide flexibility in plan design and authorize the President or his designee to execute such amendments to the ORP and DCP.

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

STUDENT RIGHTS AND RESPONSIBILITIES CODE – ALL

The Student Rights and Responsibilities Code (“the Student Code”) sets forth the rights enjoyed by and expected standards of conduct for students in attendance at the University: Conduct that falls short of expected minimum standards results in student discipline, an important component of the educational process. Authority and responsibility for initiating discipline under the Student Code rests with the Office of Student Conduct, under the supervision of the Vice President for Student Affairs and Dean of Students.

The Student Code is reviewed and revised periodically by a team composed of University personnel and student government representatives. The recommended changes, attached hereto as Exhibit O, serve largely to streamline and highlight student rights and responsibilities and to ensure students are clearly apprised of the consequences that may be imposed for a violation. Students’ due process rights are protected by certain procedural safeguards, such as the opportunity to contest any proposed sanction in a fair and impartial hearing and to request that the Vice President for Student Affairs conduct an appellate review on the record. The mechanics and procedural requirements for those hearings have been consolidated into a procedural appendix.

President Boren recommended approval of the revised Board of Regents Policy 5.9 - Student Rights and Responsibilities Code.

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

ANNUAL INTERNAL AUDIT PLAN FOR FISCAL YEAR 2018 – 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 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 Internal Audit Plan for FY 2018 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 2018.

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

ACADEMIC PERSONNEL ACTIONS – NC & HSCHealth Sciences Center:

LEAVE(S) OF ABSENCE:

Hannington, Amy D., Clinical Instructor in Family and Preventive Medicine, return from medical leave of absence with pay, May 30, 2017.

McNish, Gayle Allison, Clinical Assistant Professor of Nursing, leave of absence with pay, April 25, 2017 through January 2, 2018.

NEW APPOINTMENT(S):

Aeschleman, Katlin Michele, Instructor in Orthopedic Surgery and Rehabilitation, annualized rate of \$63,500 for 12 months, May 1, 2017 through June 30, 2017.

Arnold, Katherine C., M.D., Assistant Professor of Obstetrics and Gynecology, annualized rate of \$60,000 for 12 months, July 1, 2017 through June 30, 2018. New consecutive term appointment.
Changing from Resident to Faculty

Atkins, Richard Matthew, M.D., Assistant Professor of Medicine, annualized rate of \$60,000 for 12 months, July 1, 2017 through June 30, 2018. New consecutive term appointment

Chen, Ying, M.D., Clinical Assistant Professor of Radiological Sciences, annualized rate of \$60,000 for 12 months, July 31, 2017 through June 30, 2018.

Choudhry, Farooq A., M.D., Assistant Professor of Radiological Sciences, annualized rate of \$60,000 for 12 months, July 10, 2017 through June 30, 2018. New consecutive term appointment

Coleman, Michelle L., M.D., Clinical Assistant Professor of Pediatrics, annualized rate of \$70,000 for 12 months, July 1, 2017 through June 30, 2018. Changing from Resident to Faculty

Corbett, Audrey Jan, M.D., Assistant Professor of Internal Medicine, Tulsa, annualized rate of \$65,000 for 12 months, July 31, 2017 through June 30, 2018. New consecutive term appointment. University base \$40,000

Courtney, Donald L., M.D., Associate Professor and Vice Chair of Geriatrics, and The Donald W. Reynolds Chair in Geriatric Medicine #4, annualized rate of \$150,000 for 12 months, July 1, 2017 through June 30, 2018. New consecutive term appointment. University base \$65,000; departmental salary \$85,000

Czapla, Christopher S., M.D., Assistant Professor of Psychiatry and Behavioral Sciences, annualized rate of \$80,000 for 12 months, July 1, 2017 through June 30, 2018. New consecutive term appointment. Changing from Resident to Faculty

Funk, Rachel K., Ph.D., Assistant Professor of Psychiatry and Behavioral Sciences, annualized rate of \$60,000 for 12 months, September 1, 2017 through June 30, 2018. New consecutive term appointment

Johnson, Robert, M.D., Clinical Assistant Professor of Pediatrics, annualized rate of \$70,000 for 12 months, July 1, 2017 through June 30, 2018. Changing from Resident to Faculty

Jones, Andrea Lynn, M.D., Assistant Professor of Family and Preventive Medicine, annualized rate of \$80,000 for 12 months, August 1, 2017 through June 30, 2018. New consecutive term appointment. Changing from Resident to Faculty.

Kaliki, Vamsi P., M.D., Clinical Assistant Professor of Pediatrics, annualized rate of \$70,000 for 12 months, July 1, 2017 through June 30, 2018.

Lawlis, Shauna M., M.D., Assistant Professor of Pediatrics, annualized rate of \$70,000 for 12 months, July 31, 2017 through June 30, 2018. New consecutive term appointment

Levin, Jarad Ivan, M.D., Assistant Professor of Dermatology, annualized rate of \$60,000 for 12 months, July 1, 2017 through June 30, 2018. New consecutive term appointment. Changing from Resident to Faculty.

Lich, Brian, M.D., Assistant Professor of Medicine, annualized rate of \$60,000 for 12 months, July 1, 2017 through June 30, 2018. New consecutive term appointment. Changing from Resident to Faculty

Linz, Amanda L., M.D., Assistant Professor of Pediatrics, annualized rate of \$70,000 for 12 months, July 1, 2017 through June 30, 2018. New consecutive term appointment

Lorents, Evelyn Meyers, M.D., Instructor in Radiological Sciences, annualized rate of \$31,165 for 12 months, 0.50 time, July 1, 2017 through June 30, 2018.

McClanahan, Sarah Elizabeth, D.O., Instructor in Psychiatry, Tulsa, annualized rate of \$150,000 for 12 months, July 1, 2017 through June 30, 2018.

Medina, Roberto Eduardo, M.D., Assistant Professor of Geriatrics and The Donald W. Reynolds Chair in Geriatric Medicine #7, annualized rate of \$135,000 for 12 months, July 1, 2017 through June 30, 2018. New consecutive term appointment. University base \$65,000. Changing from Resident to Faculty

Meyer, Jonathan D., M.D., Clinical Instructor in Pediatrics, annualized rate of \$75,000 for 12 months, July 1, 2017 through June 30, 2018. Changing from Resident to Faculty

Mueller, Heath Heasley, M.D., Assistant Professor of Psychiatry, Tulsa, annualized rate of \$80,000 for 12 months, July 1, 2017 through June 30, 2018. New consecutive term appointment. University base \$40,000; departmental salary \$40,000. Changing from Resident to Faculty

Parker, Daniel C., M.D., Clinical Instructor in Urology, annualized rate of \$61,598 for 12 months, July 1, 2017 through June 30, 2018.

Porter, Blake Wilson, M.D., Assistant Professor of Obstetrics and Gynecology, annualized rate of \$60,000 for 12 months, July 1, 2017 through June 30, 2018. New consecutive term appointment

Rahmankulov, Kairat B., Clinical Instructor in Surgery, annualized rate of \$100,000 for 12 months, June 1, 2017 through June 30, 2018.

Reinschmidt, Kerstin Muller, Ph.D., Assistant Professor of Health Promotion Sciences, annualized rate of \$90,000 for 12 months, June 1, 2017 through June 30, 2018. New tenure track appointment

Shawar, Reem S., M.D., Clinical Assistant Professor of Pediatrics, annualized rate of \$65,000 for 12 months, July 31, 2017 through June 30, 2018.

Spring, Jerrod Douglas, M.D., Instructor in Psychiatry, Tulsa, annualized rate of \$90,000 for 12 months, July 1, 2017 through June 30, 2018. University base \$40,000; departmental salary \$50,000. Changing from Resident to Faculty

Sutherland, Edwin E., D.D.S., Clinical Assistant Professor of Periodontics, annualized rate of \$10,000 for 12 months, 0.20 time, April 26, 2017 through June 30, 2017.

Tiwana, Gurbir Paul, D.D.S., M.D., Clinical Professor and Chair of Oral and Maxillofacial Surgery, and Adjunct Clinical Professor of Surgery; annualized rate of \$300,000 for 12 months, 0.50 time, September 1, 2017 through June 30, 2018. Includes an administrative supplement of \$100,000 while serving as Chair of Oral and Maxillofacial Surgery. University base \$200,000

Vo, Christine Tuong Van, M.D., Instructor in Anesthesiology, annualized rate of \$60,000 for 12 months, July 1, 2017 through June 30, 2018. Changing from Resident to Faculty

Walsh, Christina K., M.D., Assistant Professor of Pediatrics, annualized rate of \$70,000 for 12 months, August 15, 2017 through June 30, 2018. New consecutive term appointment.

Wang, Hua, M.D., Clinical Assistant Professor of Pediatrics, annualized rate of \$75,000 for 12 months, July 1, 2017 through June 30, 2018. Changing from Resident to Faculty

CHANGE(S):

Al Sakka, Yacoub, Assistant Professor of Prosthodontics, salary changed from annualized rate of \$100,000 for 12 months to annualized rate of \$125,000 for 12 months, April 30, 2017 through June 30, 2017. Retention

Arnold, Sandra H., Associate Professor of Rehabilitation Sciences and Adjunct Associate Professor of Allied Health Sciences, salary changed from annualized rate of \$76,585 for 12 months to annualized rate of \$88,585 for 12 months, July 1, 2017 through June 30, 2018. University base \$76,585. Includes an administrative supplement of \$12,000 while serving as Director, Lee Mitchener Tolbert Center, Department of Rehabilitation Sciences.

Benefield, Lazelle E., Professor of Nursing and The Parry Chair in Gerontological Nursing, title changed from Dean, College of Nursing, to Dean Emeritus, College of Nursing, August 1, 2017.

Berry, William Lee, title changed from Assistant Professor of Research to Assistant Professor of Surgery, salary changed from annualized rate of \$55,880 for 12 months to annualized rate of \$80,000 for 12 months, June 25, 2017 through June 30, 2018. New consecutive term appointment. University base \$10,000, departmental salary \$70,000.

Borders, Emily Buegler, title changed from Assistant Professor of Pharmacy Clinical and Administrative Sciences to Clinical Pharmacist, May 14, 2017. Changing from faculty to staff

Brown, Brent R., Professor of Medicine and Section Chief, Pulmonary Medicine, given additional title The Barry A. Gray, M.D. Professorship of Pulmonary and Critical Care Medicine, July 1, 2017.

Bui, Thanh Cong, title changed from Instructor to Assistant Professor of Research, Department of Family and Preventive Medicine, annualized rate of \$75,000 for 12 months, June 25, 2017.

Burr, Kathleen Margaret, title changed from Instructor in Obstetrics and Gynecology, Tulsa, to Certified Midwife Nurse, June 25, 2017. Changing from faculty to staff.

Carlile, Paul V., Jr., Clinical Professor of Medicine, title The Barry A. Gray, M.D. Professorship of Pulmonary and Critical Care Medicine, deleted, July 1, 2017.

Cavanagh, Lamont E., Associate Professor of Family and Community Medicine, Tulsa; given additional titles Chair of Family and Community Medicine, Tulsa, and The Founders of Doctors' Hospital Chair in Family Medicine, salary changed from annualized rate of \$120,750 for 12 months to annualized rate of \$250,000 for 12 months, June 25, 2017 through June 30, 2018. Includes an administrative supplement of \$150,000 while serving as Chair of Family and Community Medicine, Tulsa. University base \$100,000

Condren, Michelle Elliott, title changed from Professor and Chair of Pharmacy Clinical and Administrative Sciences, Tulsa, College of Pharmacy, to Professor of Pediatrics, Tulsa, School of Community Medicine; salary changed from annualized rate of \$122,000 for 12 months to annualized rate of \$144,000 for 12 months, June 25, 2017 through June 30, 2018. Includes an administrative supplement of \$22,000 while serving as Director of Pharmacology, School of Community Medicine. University base \$122,000. Changing primary appointment from College of Pharmacy to College of Medicine, Tulsa, School of Community Medicine.

Erbar, Gerald Francis, title changed from Instructor to Clinical Instructor in Anesthesiology, salary changed from annualized rate of \$60,000 for 12 months, full time, to annualized rate of \$48,000 for 12 months, 0.80 time, June 25, 2017 through June 30, 2018. Change in FTE.

Escala, Michelle Katyana, Assistant Professor of Pediatrics, Tulsa, salary changed from annualized rate of \$74,000 for 12 months to annualized rate of \$99,000 for 12 months, April 30, 2017 through June 30, 2017. Additional responsibilities

Gillaspy, Allison Faye, title changed from Associate Professor of Research to Associate Professor of Microbiology and Immunology, salary changed from annualized rate of \$90,652 for 12 months to annualized rate of \$99,536 for 12 months, June 25, 2017 through June 30, 2018.
New consecutive term appointment

Haney, Kevin L., Assistant Dean of Student Affairs, College of Dentistry, and Interim Chair and Professor of Pediatric Dentistry; given additional title The William E. Brown Chair in Dentistry; salary changed from annualized rate of \$131,094 for 12 months to annualized rate of \$141,094 for 12 months, June 25, 2017 through June 30, 2018. University base \$120,000.

Henderson, Joseph Neil, Professor of Research, Department of Health Promotion Sciences, salary changed from annualized rate of \$31,000 for 12 months, 0.25 time, to annualized rate of \$6,200 for 12 months, 0.05 time, June 11, 2017 through June 30, 2017.

Knehans, Allen W., David Ross Boyd Professor and Chair, Department of Nutritional Sciences, given additional titles Dean, College of Allied Health, and The Stuart Coulter Miller Professorship of Allied Health, salary changed from annualized rate \$106,000 for 12 months to annualized rate of \$214,000 for 12 months, May 15, 2017 through June 30, 2017. Includes administrative supplements of \$10,000 while serving as Chair, Department of Nutritional Sciences, \$25,000 while holding The Stuart Coulter Miller Professorship of Allied Health, and \$83,000 while serving as Dean, College of Allied Health. Tenured base \$96,000

Koller, Karyn E., Clinical Assistant Professor of Emergency Medicine, Tulsa, salary changed from annualized rate of \$102,500 for 12 months, full time, to annualized rate of \$27,500 for 12 months, 0.50 time, June 25, 2017 through June 30, 2018. Change in FTE.

Koticha, Tapan N., Assistant Professor of Periodontics and Director of Graduate Periodontics, salary changed from annualized rate of \$125,000 for 12 months to annualized rate of \$150,000 for 12 months, April 2, 2017 through June 30, 2017. Includes an administrative supplement of \$25,000 while serving as Director of Graduate Periodontics.

Mansour, Badie Saad, title changed from Associate Professor to Clinical Associate Professor of Anesthesiology, salary changed from annualized rate of \$75,000 for 12 months, full-time, to annualized rate of \$37,500 for 12 months, 0.50 time, June 25, 2017 through June 30, 2018.

Rodgers, William, Assistant Professor of Research, Department of Biochemistry and Molecular Biology, and Adjunct Assistant Professor of Microbiology and Immunology, salary changed from annualized rate of \$41,958 for 12 months, 0.69 time, to annualized rate of \$49,356 for 12 months, 0.75 time, June 25, 2017 through June 30, 2018. Change in FTE.

Schmidt, Sarah Ann, title changed from Clinical Assistant Professor of Pharmacy Clinical and Administrative Sciences to Clinical Pharmacist, May 14, 2017. Changing from faculty to staff

Steinberg, Eugene Allen, Assistant Professor of Geriatrics, title The Donald W. Reynolds Chair in Geriatric Medicine #4, deleted, June 30, 2017.

Struck, Bryan D., Associate Professor of Geriatrics and Adjunct Associate Professor of Anesthesiology, title The Donald W. Reynolds Chair in Geriatric Medicine #7, deleted, June 30, 2017.

Tipton, John Wylie, Associate Professor of Family and Community Medicine, Tulsa, titles Chair of Family and Community Medicine, Tulsa, and The Founders of Doctors' Hospital Chair in Family Medicine, deleted, June 25, 2017. University base \$110,000.

Tschirhart, Monica J., Assistant Professor of Obstetrics and Gynecology, Tulsa, given additional title Residency Program Director, Department of Obstetrics and Gynecology, Tulsa; salary changed from annualized rate of \$92,000 for 12 months to annualized rate of \$116,000 for 12 months, July 1, 2017 through June 30, 2018. University base \$60,000, departmental salary \$8,000. Includes an administrative supplement of \$48,000 while serving as Residency Program Director, Department of Obstetrics and Gynecology, Tulsa.

Tweten, Rodney Kim, George Lynn Cross Research Professor of Microbiology and Immunology, title changed from The Professorship of Microbiology to The Joseph J. Ferretti Professorship of Microbiology, May 14, 2017. Correction to internal records

Whitt, Leslie Janelle, Associate Professor of Family and Community Medicine, Tulsa, given additional title Interim Medical Director, Department of Family and Community Medicine, Tulsa; salary changed from annualized rate of \$126,000 for 12 months to annualized rate of \$152,000 for 12 months, April 30, 2017 through June 30, 2017. Includes an administrative supplement of \$26,000 while serving as Interim Medical Director, Department of Family and Community Medicine. University base \$70,000, departmental salary \$17,000.

Xu, Jian, Assistant Professor of Medicine, given additional title Adjunct Assistant Professor of Physiology, June 1, 2017.

Zhang, Ying, title changed from Assistant Professor of Research to Associate Professor of Biostatistics and Epidemiology, salary changed from annualized rate of \$90,000 for 12 months to annualized rate of \$95,000 for 12 months, June 25, 2017 through June 30, 2018. New tenure track appointment

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

Carroll, Bella Sterling, Assistant Professor of Family and Preventive Medicine, May 31, 2017.
Moving out of state

Carson, Linda Dawn, Adjunct Associate Professor of Health Promotion Sciences, May 31, 2017.
End of funding

Cunnyngham, Christopher Brown, Assistant Professor of Pediatrics, June 30, 2017.

Dillard, Della Ellis, Assistant Professor of Geriatrics and The Donald W. Reynolds Chair in Geriatric Medicine #2, June 30, 2017. Moving out state/going into private practice.

Dong, Xiaoqun, Assistant Professor of Medicine and Adjunct Assistant Professor of Cell Biology, June 30, 2017.

Garg, Ankur, Assistant Professor of Neurology, June 30, 2017.

Gomes, Amanda Marie, Assistant Professor of Anesthesiology, April 28, 2017.

Gomes, Marcos Wortmann, Assistant Professor of Anesthesiology, April 28, 2017.

Hill, Carey Sue, Associate Professor of Surgery, May 14, 2017.

Keenan, Michael P., Clinical Associate Professor of Prosthodontics, May 31, 2017.

Krueger, John Timothy, Assistant Professor of Family and Community Medicine, Tulsa, Associate Dean for Clinical Affairs, School of Community Medicine, Chief Medical Officer for OU Physicians, Tulsa, and The George Kaiser Family Foundation Chair in Community Medicine, June 30, 2017. Accepted another position

Leyva, Misti J., Assistant Professor of Research, Department of Health Promotion Sciences, June 2, 2017. End of funding

Loper, Tracy Shawn, Assistant Professor of Psychiatry, Tulsa, June 30, 2017.

Mackay, Gillian, Clinical Assistant Professor of Obstetrics and Gynecology, June 18, 2017.

Mercer, Sarah B., Assistant Professor of Anesthesiology, April 28, 2017.

Quaas, Alexander M., Assistant Professor of Obstetrics and Gynecology, June 10, 2017.

Reust, Daryl Lynn, Assistant Professor of Anesthesiology, May 15, 2017.

Smith, Chad M., Associate Professor of Obstetrics and Gynecology, June 30, 2017.

Spicer, Kevin B., Assistant Professor of Pediatrics, June 24, 2017.

Veit, Kaleb Tanner, Instructor in Internal Medicine, Tulsa, June 30, 2017.

Verma, Kanistha, Assistant Professor of Internal Medicine, Tulsa, May 28, 2017.

RETIREMENT(S):

Brahm, Nancy C., Clinical Professor of Pharmacy Clinical and Administrative Sciences, Tulsa, June 30, 2017.

Crow, Sheila, Professor of Pediatrics, Tulsa, Associate Dean, School of Community Medicine, and The George Kaiser Family Foundation Chair in Medical Education, June 30, 2017. Named Professor Emeritus of Pediatrics, Tulsa.

Foreman, Robert Dale, George Lynn Cross Research Professor of Physiology and Adjunct Professor of Anesthesiology, June 30, 2017. Named George Lynn Cross Research Professor Emeritus of Physiology.

Montgomery, Carlton Lynn, Clinical Associate Professor of Operative Dentistry. Named Professor Emeritus of Operative Dentistry, March 31, 2017. Approval of Emeritus title only. Retirement previously approved by the Board of Regents on January 26, 2017.

Reinke, Lester A., Professor of Pharmaceutical Sciences, May 31, 2017. Named Professor Emeritus of Pharmaceutical Sciences.

Thompson, David M., Associate Professor of Biostatistics and Epidemiology and Adjunct Associate Professor of Allied Health Sciences, June 30, 2017. Named Professor Emeritus of Biostatistics and Epidemiology.

Tietze, Pamela H., Associate Professor of Family and Preventive Medicine, June 30, 2017.

Norman Campus:

LEAVE(S) OF ABSENCE:

Kimball, Daniel R., Associate Professor of Psychology, family and medical leave of absence, March 3, 2017.

Knippenberg, F. Stephen, Professor of Law, return from leave of absence with pay, May 15, 2017.

Savic, Milos, Assistant Professor of Mathematics, family and medical leave of absence, January 17, 2017 through May 17, 2017.

Wang, Ying, Assistant Professor of Mathematics, return from family and medical leave of absence, February 10, 2017.

Sabbatical Leaves of Absence – Fall Semester 2017 (with full pay)

Baines, Lawrence A., Professor of Instructional Leadership and Academic Curriculum and Associate Dean for Graduate Studies and Research in the Jeannine Rainbolt College of

Education, sabbatical leave of absence with full pay, July 1, 2017 through December 31, 2017.

Will research the effects of the increasing privatization of the public space with a focus on K-12 public education, public higher education, juvenile prisons and the U.S. military. Work will take place in Norman, Oklahoma. Faculty appointment: 07/01/2009. No previous leave taken. Teaching load will be covered by current faculty and doctoral fellow.

Sabbatical Leaves of Absence – Spring Semester 2018 (with full pay)

Josephson, Kim A., Professor of Music and Edith Kinney Gaylord Presidential Professor, sabbatical leave of absence with full pay, January 1, 2018 through May 15, 2018. Will continue research into unpublished and unrecorded lieder of Eric Zeisl and Erich Korngold, two composers who were forced into exile by the Third Reich. Project will lead to a recital at OU and at other venues. Research and musical preparation will be in Los Angeles, California and Mozarteum in Salzburg, Austria. Work will take place in Los Angeles, California and Salzburg, Austria. Faculty appointment: 08/16/2005. Previous leaves taken: Sabbatical leave of absence with full pay 08/16/11 to 12/31/11. Teaching load will be covered by current faculty.

NEW APPOINTMENT(S):

Baker, Colleen, Ph.D., Assistant Professor of Management and International Business, annualized rate of \$135,000 for 9 months, August 16, 2017 through May 15, 2017. New tenure-track faculty.

Beatty, Kyle, Senior Research Scientist, Vice President for Research, annualized rate of \$200,000 for 12 months, 0.75 FTE, May 31, 2017.

Boettcher, Jami B., Research Assistant, Cooperative Institute for Mesoscale Meteorological Studies, annualized rate of \$50,544 for 12 months, 0.45 time, May 15, 2017. Paid from grant funds; subject to availability of funds.

Bridges, Tyler, Research Associate, K20 Center for Educational and Community Renewal, annualized rate of \$92,000 for 12 months, June 1, 2017.

Carpenter, Brett, Ph.D., Assistant Professor of Geology and Geophysics, annualized rate of \$80,000 for 9 months, August 16, 2017 through May 15, 2018. New tenure-track faculty.

Freeman, Erin K., Ph.D., Associate Professor of Psychology, annualized rate of \$80,000 for 9 months, August 16, 2017. New tenured faculty.

Fung, Adrian, Associate Dean of the Weitzenhoffer Family College of Fine Arts and Associate Professor of Music, annualized rate of \$185,000 for 12 months, June 15, 2017. New tenured 12-month academic administrator; correction to May 2017 agenda.

Gonzalez, Andres D., Assistant Professor of Industrial and Systems Engineering, annualized rate of \$90,000 for 9 months, August 16, 2017 through May 15, 2018. If Ph.D. not completed by September 30, 2017, title and salary to be changed to Acting Assistant Professor, annualized rate of \$88,000, August 16, 2017 through May 15, 2018. New tenure-track faculty.

Hextrum, Kirsten, Ph.D., Assistant Professor of Educational Leadership and Policy Studies, annualized rate of \$59,500 for 9 months, August 16, 2017 through May 15, 2018. New tenure-track faculty.

Hooper, Tom, Instructor of Finance, annualized rate of \$105,000 for 12 months, August 16, 2017 through June 30, 2020. Three-year renewable term appointment.

Houston, Derek, Ph.D., Assistant Professor of Educational Leadership and Academic Curriculum, annualized rate of \$61,000 for 9 months, August 16, 2017 through May 15, 2018. New tenure-track faculty.

Jiran, Amanda K., Assistant Professor of Musical Theatre, annualized rate of \$46,000 for 9 months, August 16, 2017 through May 15, 2018. New tenure-track faculty.

Karami, Hamidreza, Ph.D., Assistant Professor of Petroleum and Geological Engineering, annualized rate of \$86,000 for 9 months, August 16, 2017 through May 15, 2018. New tenure-track faculty.

Kothapalli, Naga Rama, Ph.D., Assistant Professor of Chemistry and Biochemistry, annualized rate of \$45,000 for 9 months, August 16, 2017 through May 15, 2022. Changing from monthly researcher to five-year renewable term appointment.

Lawhon, Mary, Ph.D., Assistant Professor of Geography and Environmental Sustainability, annualized rate of \$76,000 for 9 months, August 16, 2017 through May 15, 2018. New tenure-track faculty.

McFarquhar, Greg, Ph.D., Director of the Cooperative Institute for Mesoscale Meteorological Studies and Professor of Meteorology, annualized rate of \$265,000 for 12 months, August 15, 2017. New tenured 12-month academic administrator.

Mohebbi, Shima, Ph.D., Assistant Professor of Industrial and Systems Engineering, annualized rate of \$90,000 for 9 months, August 16, 2017 through May 15, 2018. New tenure-track faculty.

Pierce, Joseph, Ph.D., Assistant Professor of Geography and Environmental Sustainability and Adjunct Assistant Professor of Regional and City Planning, annualized rate of \$76,000 for 9 months, August 16, 2017 through May 15, 2018. New tenure-track faculty.

Richards, Deborah, Assistant Professor of Architecture, annualized rate of \$65,000 for 9 months, August 16, 2017 through May 15, 2018. New tenure-track faculty.

Roberts, Brett J., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, annualized rate of \$60,000 for 12 months, May 16, 2017. Paid from grant funds; subject to availability funds.

Sinha, Kuver, Ph.D., Assistant Professor of Physics and Astronomy and Carl T. Bush Professor of Theoretical Physics, annualized rate of \$84,000 for 9 months, August 16, 2017 through May 15, 2018. New tenure-track faculty.

REAPPOINTMENT(S):

McCown, James R., reappointed to a one-year renewable term as Lecturer of Finance, annualized rate of \$60,000 for 9 months, August 16, 2017 through May 15, 2018.

CHANGE(S):

Abbott, Brad K., Professor of Physics and Astronomy, salary changed from annualized rate of \$90,172 for 9 months to annualized rate of \$103,712 for 9 months, August 16, 2017.

Abraham, Eric R., Associate Professor of Physics and Astronomy and L.J. Semrod Presidential Professor, salary changed from annualized rate of \$82,463 to annualized rate of \$96,463 for 9 months, August 16, 2017.

Ackmann, Rodney F., Associate Professor of Music, salary changed from annualized rate of \$67,667 for 9 months to annualized rate of \$68,667 for 9 months, August 16, 2017.

Anderson, Gary C., George Lynn Cross Research Professor of History, salary changed from annualized rate of \$98,812 for 9 months to annualized rate of \$103,812 for 9 months, August 16, 2017.

Arthur, Ami T., Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$52,327 for 12 months, 0.80 time, to annualized rate of \$53,627 for 12 months, 0.80 time, July 1, 2017. Paid from grant funds; subject to availability of funds.

Avery, Elizabeth A., Assistant Professor of Music, salary changed from annualized rate of \$51,000 for 9 months to annualized rate of \$54,000 for 9 months, August 16, 2017.

Baer, Howard A., George Lynn Cross Research Professor of Physics and Astronomy and Homer L. Dodge Chair in High Energy Physics, salary changed from annualized rate of \$137,500 for 9 months to annualized rate of \$144,500 for 9 months, August 16, 2017.

Barboza, Bruno U., Ted and Cuba Webb Presidential Professor, title changed from Assistant Professor to Associate Professor of Physics and Astronomy, July 1, 2017; salary changed from annualized rate of \$75,000 for 9 months to annualized rate of \$91,000 for 9 months, August 16, 2017.

Baron, Edward A., George Lynn Cross Research Professor of Physics and Astronomy, salary changed from annualized rate of \$104,423 for 9 months to annualized rate of \$117,423 for 9 months, August 16, 2017.

Barrett, Roland C., Professor of Music and Henry Zarrow Presidential Professor, delete title Associate Director of the School of Music, July 1, 2016; title changed from Interim Director to Director of School of Music, salary changed from annualized rate of \$140,000 for 12 months to annualized rate of \$150,000 for 12 months, July 1, 2017.

Bartley, Laura E., Associate Professor of Microbiology and Plant Biology, given additional title Faculty Fellow of the College of Arts and Sciences, salary remains at annualized rate of \$73,036 for 9 months, July 1, 2017 through May 15, 2018. Faculty Fellow duties compensated by supplemental pay.

Baumgartner, Chris M., Assistant Professor of Music, salary changed from annualized rate of \$51,000 for 9 months to annualized rate of \$53,000 for 9 months, August 16, 2017.

Beliveau, Ralph J., Associate Professor of Journalism and Mass Communication and Broadcast and Electronic Media Area Head, annualized rate of \$73,384 for 9 months, additional stipend of \$9,217 for serving as Acting Associate Dean of the Gaylord College of Journalism and Mass Communication, August 16, 2017 through December 31, 2017.

Bemben, Debra A., Professor of Health and Exercise Science and President's Associates Presidential Professor, salary changed from annualized rate of \$108,000 for 9 months to annualized rate of \$115,000 for 9 months, August 16, 2017.

Berry, Kodi L., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$64,188 for 12 months to annualized rate of \$65,488 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Black, Christopher D., Assistant Professor of Health and Exercise Science, salary changed from annualized rate of \$64,260 for 9 months to annualized rate of \$71,260 for 9 months, August 16, 2017.

Borden, Rebecca S., title changed from Instructor of Modern Languages, Literatures, and Linguistics to Instructor of Instructional Leadership and Academic Curriculum, salary changed from annualized rate of \$48,000 for 9 months to annualized rate of \$50,000 for 9 months, August 16, 2017. Changing from renewable term appointment to temporary faculty.

Bradford, Alfred S., Professor of History and John Saxon Chair of Ancient History, salary changed from annualized rate of \$107,835 for 9 months to annualized rate of \$112,835 for 9 months, August 16, 2017.

Brewster, Keith A., Senior Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$123,361 for 12 months to annualized rate of \$126,000 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Bridge, Eli S., Associate Professor of Biological Survey and Chair of the Institutional Animal Care and Use Committee, salary changed from annualized rate of \$61,026 for 9 months to annualized rate of \$71,026 for 9 months, August 16, 2017.

Brosnan, Kathleen A., Associate Professor of History and Paul H. & Doris Travis Chair in Modern American History, salary changed from annualized rate of \$110,160 for 9 months to annualized rate of \$115,660 for 9 months, August 16, 2017.

Bumm, Lloyd A., Associate Professor of Physics and Astronomy, salary changed from annualized rate of \$78,693 for 9 months to annualized rate of \$92,693 for 9 months, August 16, 2017.

Calhoun, Kristin M., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$79,389 for 12 months to annualized rate of \$80,689 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Campbell, Jason A., Assistant Professor of Health and Exercise Science, salary changed from annualized rate of \$63,000 for 9 months to annualized rate of \$67,000 for 9 months, August 16, 2017.

Cane Carrasco, James A., Associate Professor of History, salary changed from annualized rate of \$63,975 for 9 months to annualized rate of \$72,975 for 9 months, August 16, 2017.

Carlson, Deven E., Assistant Professor of Political Science, Presidential Research Professor and Associate Director of the National Institute for Risk and Resilience, annualized rate of \$90,340 for 9 months, additional stipend of \$12,000 for increased duties as the Associate Director of the National Institute for Risk and Resilience, April 1, 2017 through March 31, 2018.

Carvallo, Mauricio R., Associate Professor of Psychology, annualized rate of \$72,807 for 9 months, additional stipend of \$5,000 for increased teaching duties in the Department of Psychology, August 16, 2017 through December 31, 2017.

Cerato, Amy B., Professor of Civil Engineering and Environmental Science and Robert Glenn Rapp Foundation Presidential Professor, salary changed from annualized rate of \$119,678 for 9 months to annualized rate of \$160,000 for 9 months, August 16, 2017.

Chappell, David L., Professor of History and Irene and Julian J. Rothbaum Professor of History, salary changed from annualized rate of \$139,309 for 9 months to annualized rate of \$146,309 for 9 months, August 16, 2017.

Chen, Xiaowei, Assistant Professor of Geology and Geophysics, salary changed from annualized rate of \$73,000 for 9 months to annualized rate of \$80,000 for 9 months, August 16, 2017.

Cheney, Marshall K., Assistant Professor of Health and Exercise Science, salary changed from annualized rate of \$63,000 for 9 months to annualized rate of \$70,000 for 9 months, August 16, 2017.

Clark III, Robert A., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$60,000 for 12 months to annualized rate of \$61,800 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Cobb-Greetham, Amanda, title changed from Associate Professor to Professor of Native American Studies, salary changed from annualized rate of \$100,000 for 12 months to annualized rate of \$118,000 for 12 months, July 1, 2017.

Cocks, Stephen B., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$57,713 for 12 months to annualized rate of \$60,023 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Cooper, Karen M., Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$85,000 for 12 months to annualized rate of \$86,300 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Correia Jr., James, Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$69,264 for 12 months to annualized rate of \$72,727 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Creager, Gerald J., Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$86,860 for 12 months to annualized rate of \$87,405 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Crossley, Steven P., title changed from Assistant Professor to Associate Professor of Chemical, Biological, and Materials Engineering, given additional title Roger and Sherry Teigen Presidential Professor, July 1, 2017; salary changed from annualized rate of \$89,760 for 9 months to annualized rate of \$101,940 for 9 months, August 16, 2017.

Curtis, Christopher D., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$118,142 for 12 months to annualized rate of \$119,442 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Dai, Xinyu, title changed from Assistant Professor to Associate Professor of Physics and Astronomy, July 1, 2017; salary changed from annualized rate of \$75,000 for 9 months to annualized rate of \$91,000 for 9 months, August 16, 2017.

Davis Cline, Jennifer J., Associate Professor of History and Adjunct Associate Professor of Women's and Gender Studies, salary changed from annualized rate of \$62,211 for 9 months to annualized rate of \$75,211 for 9 months, August 16, 2017.

Dell, Charlene E., Associate Professor of Music, salary changed from annualized rate of \$62,696 for 9 months to annualized rate of \$69,696, August 16, 2017.

Dobbins, Brian K., Associate Professor of Music and Assistant Director of Undergraduate Admissions and Scholarships, salary changed from annualized rate of \$55,645 for 9 months to annualized rate of \$68,645 for 9 months, August 16, 2017.

Drege, Lance, Professor of Music, salary changed from annualized rate of \$71,756 for 9 months to annualized rate of \$80,756 for 9 months, August 16, 2017.

Dulin, Shannon A., Assistant Professor of Geology and Geophysics, salary changed from annualized rate of \$65,000 for 9 months to annualized rate of \$70,000 for 9 months, August 16, 2017.

Duncan, John L., Assistant Professor of Liberal Studies, annualized rate of \$71,078 for 9 months, additional stipend of \$2,000 for increased teaching duties in the College of Liberal Studies, January 1, 2017 through May 15, 2017.

Duncan, Kathleen E., Research Associate Professor of Microbiology and Plant Biology, salary changed from annualized rate of \$46,155 for 12 months to annualized rate of \$31,200 for 12 months, June 1, 2017. Paid from grand funds; subject to availability of funds.

Edmondson, Robert A., Assistant Professor of Liberal Studies, annualized rate of \$63,650 for 9 months, additional stipend of \$800 for increased teaching duties in the College of Liberal Studies, June 22, 2016 through April 21, 2017; additional stipend of \$600 for increased teaching duties in the College of Liberal Studies, January 1, 2017 through May 15, 2017.

Ehrman, Monika, Associate Professor of Law, annualized rate of \$108,145 for 9 months, additional stipend of \$6,000 for increased teaching duties in the College of Law, August 16, 2017 through December 31, 2017.

Ellis, Sarah J., Associate Professor of Music, Associates Second Century Presidential Professor, Kenneth and Bernadine Russell Professor of Music and Assistant Director of Undergraduate Curriculum and Advising, salary changed from annualized rate of \$71,710 for 9 months to annualized rate of \$69,710 for 9 months, August 16, 2017. Presidential Professor monetary award ceases after the fourth year with the title continuing; plus \$3,000 inversion increase.

Elmore, Kimberly L., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$114,221 for 12 months to annualized rate of \$114,766 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Evans, Sterling D., Professor of History and Sara Louise Welsh Chair in Oklahoma History, salary changed from annualized rate of \$115,566 for 9 months to annualized rate of \$121,566 for 9 months, August 16, 2017.

Faison, Elyssa, Associate Professor of History, Adjunct Associate Professor of Women's and Gender Studies and L.R. Brammer Jr. Presidential Professor, salary changed from annualized rate of \$69,193 for 9 months to annualized rate of \$77,193 for 9 months, August 16, 2017.

Ferrara, William J., Professor of Music, salary changed from annualized rate of \$69,028 for 9 months to annualized rate of \$80,028 for 9 months, August 16, 2017.

Fierro, Alexandre O., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$76,436 for 12 months to annualized rate of \$77,736 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Folsom, Raphael B., Associate Professor of History, salary changed from annualized rate of \$59,962 for 9 months to annualized rate of \$73,962 for 9 months, August 16, 2017.

Foote, Joe S., Professor and Dean Emeritus of the Gaylord College of Journalism and Mass Communication, Gaylord Family Chair #1 and Director of the Center for Research and Training, annualized rate of \$206,421 for 9 months, additional stipend of \$8,166 for increased duties in the Gaylord College of Journalism and Mass Communication, January 1, 2017 through June 30, 2017.

Fulton, Caleb J., Assistant Professor of Electrical and Computer Engineering, given additional title President's Associates Presidential Professor, salary changed from annualized rate of \$90,000 for 9 months to annualized rate of \$95,000 for 9 months, August 16, 2017.

Gaddie, R. Keith, Professor and Chair of the Department of Political Science and President's Associates Presidential Professor, given additional titles Executive Faculty Fellow and Senior Fellow, Headington College, salary changed from annualized rate of \$163,000 for 12 months to annualized rate of \$203,000 for 12 months, July 1, 2017.

Gade, Peter, Professor of Journalism and Mass Communication and Gaylord Family Chair #2, given additional title Director of the Gaylord Graduate Program, salary changed from annualized rate of \$105,000 for 9 months to annualized rate of \$111,000 for 9 months, August 16, 2017.

Garn, Gregg A., Dean of the Jeannine Rainbolt College of Education, Linda Clarke Anderson Presidential Professor, Professor of Educational Leadership and Policy Studies, Executive Director of the K20 Center for Educational and Community Renewal, Director of the Education Profession Division, Head of the Division of Teacher Education, and Humphreys Dean's Chair, salary changed from annualized rate of \$247,350 for 12 months to annualized rate of \$272,350 for 12 months, July 1, 2016; given additional title NCAA Faculty Athletics Representative, salary changed to annualized rate of \$287,350 for 12 months, July 1, 2017. July 1, 2016 increase funded from endowed chair; July 1, 2017 increase for additional responsibilities.

Gerber, Casey L., Assistant Professor of Music, salary changed from annualized rate of \$52,000 for 9 months to annualized rate of \$54,000 for 9 months, August 16, 2017.

Grinberg, Ronnie A., Assistant Professor of History, salary changed from annualized rate of \$60,000 for 9 months to annualized rate of \$63,000 for 9 months, August 16, 2017.

Griswold, Robert L., Professor of History and Brian E. and Sandra O'Brien Presidential Professor, salary changed from annualized rate of \$132,600 for 9 months to annualized rate of \$138,600 for 9 months, August 16, 2017.

Gross, Miriam D., Associate Professor of International and Area Studies and of History, salary changed from annualized rate of \$73,030 for 9 months to annualized rate of \$76,530 for 9 months, August 16, 2017.

Gullberg, Steven R., Assistant Professor of Liberal Studies and Assistant Professor of Aviation, annualized rate of \$65,000 for 9 months, additional stipend of \$10,000 for increased teaching duties in the College of Liberal Studies, January 1, 2017 through May 15, 2017.

Gutierrez, Phillip, Professor and Chair of the Department of Physics, salary changed from annualized rate of \$150,000 for 12 months to annualized rate of \$169,000 for 12 months, August 1, 2017.

Guzman, Katherine G., Professor of Law, Mapco/Williams Presidential Professor and Earl Sneed Centennial Professor of Law, given additional title Associate Dean of Faculty Scholarship and Enrichment, salary remains at annualized rate of \$181,047 for 9 months, August 16, 2017 through May 15, 2018. Associate Dean duties compensated by supplemental pay.

Hale, Piers J., Associate Professor of History of Science, given additional title Deisenroth Family Enrichment Presidential Professor, July 1, 2017; salary changed from annualized rate of \$66,293 for 9 months to annualized rate of \$71,293 for 9 months, August 16, 2017.

Ham, Jeongwon, Professor of Music, salary changed from annualized rate of \$68,483 for 9 months to annualized rate of \$81,483 for 9 months, August 16, 2017.

Hart, James S., Professor and Chair of the Department of History, and Hudson Family Professor of History, salary changed from annualized rate of \$132,000 for 12 months to annualized rate of \$139,000 for 12 months, July 1, 2017.

Havlicek, Joseph P., Professor of Electrical and Computer Engineering and Williams Companies Foundation Presidential Professor, given additional title Gerald Tuma Presidential Professor, July 1, 2017, salary changed from annualized rate of \$126,114 for 9 months to annualized rate of \$136,114 for 9 months, August 16, 2017.

Helton, Taiawagi, Professor of Law, annualized rate of \$122,249 for 9 months, additional stipend of \$45,000 for increased teaching duties in the College of Law, August 16, 2017 through December 31, 2017.

Holguin, Sandie E., Associate Professor of History, salary changed from annualized rate of \$64,512 for 9 months to annualized rate of \$71,512 for 9 months, August 16, 2017.

Holland, Jennifer L., Assistant Professor of History, salary changed from annualized rate of \$59,000 for 9 months to annualized rate of \$66,000 for 9 months, August 16, 2017.

Hoover, Gary, Professor and Chair of the Department of Economics, given additional title President's Associates Presidential Professor, salary changed from annualized rate of \$195,000 for 12 months to annualized rate of \$205,000 for 12 months, July 1, 2017.

Howard, David L., Assistant Professor of Music, salary changed from annualized rate of \$52,000 for 12 months to annualized rate of \$54,000 for 9 months, August 16, 2017; additional stipend of \$7,500 for serving as Director of Choral Activities, January 1, 2018 through May 15, 2018.

Hyde, Anne F., Professor of History, salary changed from annualized rate of \$124,500 for 9 months to annualized rate of \$130,500 for 9 months, August 16, 2017.

Irvine, Jill, Professor of Women's and Gender Studies and President's Associates Presidential Professor, annualized rate of \$90,000 for 9 months, additional stipend of \$33,000 for serving as Faculty Fellow for Community Engagement for the Office of the Senior Vice President and Provost, July 1, 2017 through June 30, 2020.

Ivic, Igor R., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$100,890 for 12 months to annualized rate of \$103,200 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Ji, Xiao D., Research Associate, Aerospace and Mechanical Engineering, salary changed from annualized rate of \$46,285 for 12 months, 0.80 time, to annualized rate of \$48,023 for 12 months, 0.80 time, May 13, 2017. Paid from grant funds; subject to availability of funds. Correction to May 2017 agenda.

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, 2017 through December 31, 2017.

Jones, John R., Associate Professor of Educational Leadership and Policy Studies at Tulsa, annualized rate of \$45,000 for 9 months, additional stipend of \$2,500 for serving as Program Area Coordinator in the Jeannine Rainbolt College of Education, August 16, 2016 through May 15, 2017.

Jones, Thomas A., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$78,454 for 12 months to annualized rate of \$79,754 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Kaib, Nathan, Assistant Professor of Physics and Astronomy, salary changed from annualized rate of \$75,000 for 9 months to annualized rate of \$85,000 for 9 months, August 16, 2017.

Kaney, Brian T., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$86,783 for 12 months to annualized rate of \$88,083 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Kao, Chung, Professor of Physics and Astronomy, salary changed from annualized rate of \$90,179 for 9 months to annualized rate of \$103,179 for 9 months, August 16, 2017.

Karathanasis, Kostas, Associate Professor of Music, salary changed from annualized rate of \$55,645 for 9 months to annualized rate of \$68,645 for 9 months, August 16, 2017.

Kehoe, Kenneth E., Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$70,471 for 12 months to annualized rate of \$72,585 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Kelly, Catherine E., Professor of History, Adjunct Professor of Women's and Gender Studies, and L.R. Brammer Jr. Presidential Professor, salary changed from annualized rate of \$90,000 for 9 months to annualized rate of \$101,000 for 9 months, August 16, 2017.

Keppel, Ben G., Professor of History, salary changed from annualized rate of \$73,124 for 9 months to annualized rate of \$77,124 for 9 months, August 16, 2017.

Kerr, Robert L., Professor of Journalism and Mass Communication, Edith Kinney Gaylord Presidential Professor and Gaylord Family Professor #2, annualized rate of \$85,507 for 9 months, additional stipend of \$4,500 for increased teaching duties in the Gaylord College of Journalism and Mass Communication, August 16, 2017 through December 31, 2017.

Ketchum, Paul R., Assistant Professor of Liberal Studies, annualized rate of \$65,400 for 9 months, additional stipend of \$1,600 for increased teaching duties in the College of Liberal Studies, January 1, 2017 through May 15, 2017.

Kilic, Mukremin, title changed from Assistant Professor to Associate Professor of Physics and Astronomy, July 1, 2017; salary changed from annualized rate of \$75,000 for 9 months to annualized rate of \$91,000 for 9 months, August 16, 2017.

Kingfield, Darrel M., title changed from Research Associate to Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$67,713 for 12 months to annualized rate of \$75,023 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Kong, Bo, Assistant Professor of International and Area Studies and ConocoPhillips Petroleum Professor of Chinese and Asian Studies, annualized rate of \$78,500 for 9 months, additional stipend of \$7,000 for increased teaching duties in the Department of International and Area Studies, August 16, 2017 through December 31, 2017.

Kosmopoulou, Georgia, Professor of Economics and Edith Kinney Gaylord Presidential Professor, given additional title Associate Dean of Research in the College of Arts and Sciences, salary changed from annualized rate of \$151,116 for 9 months to annualized rate of \$190,000 for 12 months, August 1, 2017. Changing from 9-month faculty to 12-month academic administrator.

Kornelson, Keri A., Professor of Mathematics, delete title Faculty Fellow of College of Arts and Sciences, May 31, 2016, delete title Interim Associate Dean of the College of Arts and Sciences, July 31, 2017, salary changed from annualized rate of \$137,000 for 12 months to annualized rate of \$102,750 for 9 months, August 16, 2017. Changing from 12-month academic administrator to 9-month faculty.

Kramer, Eric M., Professor of Communication and Associates Second Century Presidential Professor, salary changed from annualized rate of \$106,080 for 9 months to annualized rate of \$96,080 for 9 months, August 16, 2017. Presidential Professor monetary award ceases after the fourth year with the title continuing.

LaDue, Daphne S., Research Scientist, Center for Analysis and Prediction of Storms, salary changed from annualized rate of \$85,839 for 12 months to annualized rate of \$87,556 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Landis, Joshua M., Professor of International and Area Studies, Director of the Center for Middle East Studies, Presidential Teaching Fellow and Sandra Mackey Chair of Middle East Studies, salary changed from annualized rate of \$105,000 for 9 months to annualized rate of \$129,794 for 9 months, August 16, 2017.

Langston, Carrie L., Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$87,638 for 12 months to annualized rate of \$88,938 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Larson, Daniel J., Assistant Professor of Health and Exercise Science, salary changed from annualized rate of \$63,000 for 9 months to annualized rate of \$70,000 for 9 months, August 16, 2017.

Larson, Rebecca D., Assistant Professor of Health and Exercise Science, salary changed from annualized rate of \$63,000 for 9 months to annualized rate of \$70,000 for 9 months, August 16, 2017.

Lee, Gregory, Associate Professor of Music, salary changed from annualized rate of \$52,835 for 9 months to annualized rate of \$65,835 for 9 months, August 16, 2017.

Lee, Michael E., Professor of Music and Sam K. Viersen Family Foundation Presidential Professor, salary changed from annualized rate of \$76,092 for 9 months to annualized rate of \$84,092 for 9 months, August 16, 2017.

Leighly, Karen M., Professor of Physics and Astronomy, salary changed from annualized rate of \$90,355 for 9 months to annualized rate of \$103,355 for 9 months, August 16, 2017.

Levenson, Alan T., Professor of History, Schusterman-Josey Chair in Judaic History and Director of Schusterman Center for Judaic and Israel Studies, salary changed from annualized rate of \$144,458 for 12 months to annualized rate of \$151,958 for 12 months, July 1, 2017.

Luo, Yiqi, Professor of Microbiology and Plant Biology and Interim Director of the OU Global Change Center, given additional title George Lynn Cross Research Professor, July 1, 2017; salary changed from annualized rate of \$189,108 for 9 months to annualized rate of \$202,346 for 9 months, August 16, 2017.

Magnusson, Roberta J., Associate Professor of History, salary changed from annualized rate of \$66,240 for 9 months to annualized rate of \$73,240 for 9 months, August 16, 2017.

Maness, Sarah, Assistant Professor of Health and Exercise Science, salary changed from annualized rate of \$63,000 for 9 months to annualized rate of \$70,000 for 9 months, August 16, 2017.

Mao, Chuanbin, George Lynn Cross Research Professor of Chemistry and Biochemistry and Edith Kinney Gaylord Presidential Professor, salary changed from annualized rate of \$108,608 for 9 months to annualized rate of \$118,608 for 9 months, August 16, 2017.

Marino Valle, Alberto M., Assistant Professor of Physics and Astronomy, salary changed from annualized rate of \$75,000 to annualized rate of \$85,000 for 9 months, August 16, 2017.

Mason, Bruce A., Associate Professor of Physics and Astronomy, salary changed from annualized rate of \$82,897 for 9 months to annualized rate of \$96,897 for 9 months, August 16, 2017.

Matlick, Eldon R., Professor of Music, salary changed from annualized rate of \$76,092 for 9 months to annualized rate of \$84,092 for 9 months, August 16, 2017.

Mayeux, Lara, Associate Professor of Psychology and Vice Chair of the Institutional Review Board #1, annualized rate of \$71,364 for 9 months, additional stipend of \$4,800 for increased teaching duties in the Department of Psychology, August 16, 2017 through December 31, 2017.

McCall, Brian M., Professor of Law, Orpha and Maurice Merrill Professor of Law, Associate Dean for Academic Affairs in the College of Law and Associate Director of the Law Center, annualized rate of \$186,500 for 12 months, additional stipend of \$6,000 for increased teaching duties in the College of Law, August 16, 2017 through December 31, 2017.

McCrary, Mark E., Assistant Professor of Music, salary changed from annualized rate of \$53,000 for 9 months to annualized rate of \$54,000 for 9 months, August 16, 2017.

Means, Erin L., Assistant Professor of Law, annualized rate of \$65,000 for 9 months, additional stipend of \$5,000 for increased teaching duties in the College of Law, August 14, 2017 through August 18, 2017.

Melnikov, Valery M., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$113,761 for 12 months to annualized rate of \$115,061 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Metcalfe, R. Warren, Associate Professor of History, salary changed from annualized rate of \$64,512 for 9 months to annualized rate of \$69,512 for 9 months, August 16, 2017.

Mintler, Catherine R., Lecturer of Expository Writing Program and Writing Enriched Curriculum Coordinator of the Writing Center, given additional title Interim Director of Expository Writing Program, salary changed from annualized rate of \$42,800 for 9 months to annualized rate of \$62,000 for 12 months, August 5, 2017. Changing from 9-month faculty to 12-month academic administrator.

Mitchell-Cox, Donna, Assistant Professor of Music, salary changed from annualized rate of \$53,000 for 9 months to annualized rate of \$54,000 for 9 months, August 16, 2017.

Monroe, Justin W., Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$61,733 for 12 months to annualized rate of \$63,585 for 12 months, July 1, 2017. 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 \$99,439 for 12 months to annualized rate of \$104,411 for 12 months, July 1, 2017. Paid from grant funds; subject to availability to funds.

Morvant, Mark C., Associate Provost for Teaching and Technology, Professor of Chemistry and Biochemistry, and Executive Director of Center for Teaching Excellence, given additional title Senior Fellow, Dunham College, salary changed from annualized rate of \$132,600 for 12 months to annualized rate of \$172,600 for 12 months, July 1, 2017.

Mullen, Kieran J., Professor of Physics and Astronomy and President's Associates Presidential Professor, salary changed from annualized rate of \$94,353 for 9 months to annualized rate of \$107,353 for 9 months, August 16, 2017.

Mullins, Gail E., Assistant Professor of Law, Director of Legal Research and Writing Program and Director of Experiential Learning, annualized rate of \$76,914 for 9 months, additional stipend of \$21,000 for increased teaching duties in the College of Law, August 16, 2017 through December 31, 2017.

Munshi, Ferah, Assistant Professor of Physics and Astronomy, salary changed from annualized rate of \$77,000 for 9 months to annualized rate of \$84,000 for 9 months, August 16, 2017.

Nauslar, Nicholas J., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$63,000 for 12 months to annualized rate of \$66,150 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Nichol, Jonathan D., Associate Professor of Music, salary changed from annualized rate of \$68,299 for 9 months to annualized rate of \$70,299 for 9 months, August 16, 2017.

Nicholson, Daniel R., Assistant Professor of Law, annualized rate of \$66,200 for 9 months, additional stipend of \$15,000 for increased teaching duties in the College of Law, August 16, 2017 through December 31, 2017.

Norwood, Stephen H., Professor of History, salary changed from annualized rate of \$82,085 for 9 months to annualized rate of \$85,085 for 9 months, August 16, 2017.

Olberding, Garrett P., Associate Professor of History, salary changed from annualized rate of \$62,174 for 9 months to annualized rate of \$72,174 for 9 months, August 16, 2017.

Ortega, Kiel L., Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$58,988 for 12 months to annualized rate of \$60,228 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Pederson, Sanna F., Professor of Music, Assistant Director of Graduate Studies and Mavis C. Pitman Professor of Music History or Theory, salary changed from annualized rate of \$70,246 for 9 months to annualized rate of \$82,246 for 9 months, August 16, 2017.

Pepper, Amelia A., Assistant Professor of Law, annualized rate of \$82,451 for 12 months, additional stipend of \$15,000 for increased teaching duties in the College of Law, August 16, 2017 through December 31, 2017.

Pilat, Stephanie Z., Associate Professor and Director of the Division of Architecture, given additional title Edith Kinney Gaylord Presidential Professorship, salary changed from annualized rate of \$125,000 for 12 months to annualized rate of \$143,000 for 12 months, July 1, 2017.

Potvin, Corey K., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$77,094 for 12 months to annualized rate of \$79,404 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Rasmussen, Erik N., Senior Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$101,250 for 12 months to annualized rate of \$103,560 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Reeves, Heather D., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$69,586 for 12 months to annualized rate of \$76,286 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Refai, Hazem, Professor of Electrical and Computer Engineering at Tulsa and Director of EMC Test Lab, delete title Williams Professor of Telecommunication Networking; given additional title Williams Chair in Telecommunications Networking, salary changed from annualized rate of \$153,000 for 9 months to annualized rate of \$158,000 for 9 months, August 16, 2017.

Richter Addo, George B., Professor of Chemistry and Biochemistry and President's Associates Presidential Professor, given additional title George Lynn Cross Research Professor, July 1, 2017; salary changed from annualized rate of \$142,800 for 9 months to annualized rate of \$152,796 for 9 months, August 16, 2017.

Robertson, Lindsay G., Professor of Law, Sam K. Viersen Family Foundation Presidential Professor and Chickasaw Nation Endowed Chair in Native American Law, annualized rate of \$156,745 for 9 months, additional stipend of \$42,000 for increased teaching duties in the College of Law, August 16, 2017 through December 31, 2017.

Ruck, Jonathan C., Associate Professor of Music, salary changed from annualized rate of \$52,020 for 9 months to annualized rate of \$66,020 for 9 months, August 16, 2017.

Ryzhkov, Alexander V., Senior Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$173,791 for 12 months to annualized rate of \$176,101 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Saho, Bala, Assistant Professor of History, salary changed from annualized rate of \$59,160 for 9 months to annualized rate of \$64,160 for 9 months, August 16, 2017.

Saltzstein, Jennifer A., Associate Professor of Music, salary changed from annualized rate of \$55,135 for 9 months to annualized rate of \$66,135 for 9 months, August 16, 2017.

Santos, Michael B., Professor of Physics and Astronomy, Samuel Roberts Noble Presidential Professor, Charles L. Blackburn Chair in Engineering Physics, and Ted and Cuba Webb Presidential Professor, salary changed from annualized rate of \$104,833 for 9 months to annualized rate of \$117,833 for 9 months, August 16, 2017.

Schapkow, Carsten, Associate Professor of History, salary changed from annualized rate of \$63,032 for 9 months to annualized rate of \$73,032 for 9 months, August 16, 2017.

Schuur, Terry J., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$99,928 for 12 months to annualized rate of \$101,228 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Schwartzman Cohenca, David, Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$70,000 for 12 months to annualized rate of \$71,300 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Schwettmann, Arne, Assistant Professor of Physics and Astronomy, salary changed from annualized rate of \$75,000 for 9 months to annualized rate of \$85,000 for 9 months, August 16, 2017.

Sellers, Ian R., title changed from Assistant Professor to Associate Professor of Physics and Astronomy, July 1, 2017; salary changed from annualized rate of \$75,000 for 9 months to annualized rate of \$91,000 for 9 months, August 16, 2017.

Seidelman, Rhona, Assistant Professor of History, salary changed from annualized rate of \$65,000 for 9 months to annualized rate of \$66,000 for 9 months, August 16, 2017.

Shaffer, James P., Professor of Physics and Astronomy, Ted and Cuba Webb Presidential Professor and Homer L. Dodge Chair in Atomic, Molecular and Chemical Physics, salary changed from annualized rate of \$110,000 for 9 months to annualized rate of \$123,000 for 9 months, August 16, 2017.

Shehata, Samer S., Associate Professor of International and Area Studies and Colin Mackey and Patricia Molina De Mackey Professor of Middle East Studies, salary changed from annualized rate of \$91,000 for 9 months to annualized rate of \$101,500 for 9 months, August 16, 2017.

Shelden, Rachel A., Associate Professor of History, salary changed from annualized rate of \$63,000 for 9 months to annualized rate of \$75,000 for 9 months, August 16, 2017.

Shepkaru, Shmuel, Associate Professor of History and Schusterman Professor of Jewish Religious and Intellectual History, salary changed from annualized rate of \$90,000 for 9 months to annualized rate of \$93,500 for 9 months, August 16, 2017.

Sherinian, Zoe C., Associate Professor of Music, salary changed from annualized rate of \$52,530 for 9 months to annualized rate of \$65,530 for 9 months, August 16, 2017.

Sievers, Karl H., Professor of Music, salary changed from annualized rate of \$82,220 for 9 months to annualized rate of \$84,220 for 9 months, August 16, 2017.

Siler, Cameron D., Assistant Professor of Biology and Assistant Curator of Herpetology, Sam Noble Oklahoma Museum of Natural History, salary changed from annualized rate of \$78,000 for 12 months to annualized rate of \$90,000 for 9 months, August 16, 2017. Changing from 12-month faculty to 9-month faculty.

Silva, Carol L., Professor of Political Science and Director of the Center for Risk and Crisis Management, given additional title Edith Kinney Gaylord Presidential Professor, July 1, 2017; salary changed from annualized rate of \$136,158 for 9 months to annualized rate of \$146,158 for 9 months, August 16, 2017.

Skinner, Patrick S., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$60,000 for 12 months to annualized rate of \$61,300 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Skubic, Patrick L., Professor of Physics and Astronomy, salary changed from annualized rate of \$103,914 for 9 months to annualized rate of \$108,914 for 9 months, August 16, 2017.

Smith, Travis M., Senior Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$110,188 for 12 months to annualized rate of \$111,488 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Smothermon, Connie S., Assistant Professor of Law, Director of Competitions, Director of Externships, and Assistant Director of Legal Writing and Research, annualized rate of \$77,438 for 9 months, additional stipend of \$45,000 for increased teaching duties in the College of Law, August 16, 2017 through December 31, 2017.

Snook, Nathan A., Research Scientist, Center for Analysis and Prediction of Storms, salary changed from annualized rate of \$57,000 for 12 months to annualized rate of \$62,000 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Snyder, Jeffrey C., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$68,750 for 12 months to annualized rate of \$71,060 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Soreghan, Gerilyn S., Professor of Geology and Geophysics, Williams Companies Foundation Presidential Professor and James Roy Maxey Professor in Geology; given additional title David L. Boren Professor of Geology and Geophysics, July 1, 2017; salary changed from annualized rate of \$106,185 for 9 months to annualized rate of \$116,804 for 9 months, August 16, 2017.

Stevenson, Bradley S., Associate Professor and Graduate Liaison of Microbiology and Plant Biology, salary changed from annualized rate of \$73,434 for 9 months to annualized rate of \$82,000 for 9 months, August 16, 2017.

Steyn, Elizabeth F., Associate Professor of Journalism and Mass Communication, annualized rate of \$72,098 for 9 months, additional stipend of \$14,833 for increased duties in the Gaylord College of Journalism and Mass Communication, January 1, 2017 to June 30, 2017. Paid from grant funds; subject to availability of funds.

Stockdale, Melissa, Professor of History and Brian E. and Sandra O'Brien Presidential Professor, salary changed from annualized rate of \$79,827 for 9 months to annualized rate of \$83,827 for 9 months, August 16, 2017.

Stoops, Anthony D., Associate Professor of Music, salary changed from annualized rate of \$58,455 for 9 months to annualized rate of \$68,455, August 16, 2017.

Strauss, Michael G., David Ross Boyd Professor of Physics and Astronomy and Carlisle and Lurline Mabrey Presidential Professor, salary changed from annualized rate of \$99,468 for 9 months to annualized rate of \$112,468 for 9 months, August 16, 2017.

Stumpf, Gregory J., Senior Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$117,505 for 12 months to annualized rate of \$118,805 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Stupak, John, Assistant Professor of Physics and Astronomy, salary changed from annualized rate of \$77,500 for 9 months to annualized rate of \$84,000 for 9 months, August 16, 2017.

Swinkin, Jeff A., Assistant Professor of Music, salary changed from annualized rate of \$52,000 for 9 months to annualized rate of \$54,000 for 9 months, August 16, 2017.

Tang, Lin, Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$62,117 for 12 months to annualized rate of \$63,417 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Theisen, Adam Kenneth, Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$61,417 for 12 months to annualized rate of \$63,259 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Thomas, Kevin W., Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$96,884 for 12 months to annualized rate of \$98,000 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Tobin, John, Assistant Professor of Physics and Astronomy, salary changed from annualized rate of \$78,500 for 9 months to annualized rate of \$84,000 for 9 months, August 16, 2017.

Toomey, Robert E., Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$81,770 for 12 months to annualized rate of \$82,315 for 12 months, July 1, 2017. 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 \$147,489 for 12 months to annualized rate of \$149,799 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Tirk, Suzanne, Associate Professor of Music, salary changed from annualized rate of \$65,484 for 9 months to annualized rate of \$68,484 for 9 months, August 16, 2017.

Volz, Jeffery S., Associate Professor of Civil Engineering and Environmental Science, salary changed from annualized rate of \$91,800 for 9 months to annualized rate of \$125,000 for 9 months, August 16, 2017.

Walters, D. Keith, Professor of Aerospace and Mechanical Engineering, given additional title Tom and Mary Dugan Professor of Engineering, salary remains at annualized rate of \$135,000 for 9 months, January 1, 2017.

Wang, Yunheng, Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$96,000 for 12 months to annualized rate of \$97,300 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Wasielewski, Daniel J., Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$82,000 for 12 months to annualized rate of \$83,300 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Watts, Valerie L., Professor of Music, salary changed from annualized rate of \$76,092 for 9 months to annualized rate of \$82,092 for 9 months, August 16, 2017.

Wheatley, Dustan M., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$73,245 for 12 months to annualized rate of \$75,555 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Wickersham, Jane K., Associate Professor of History, salary changed from annualized rate of \$61,551 for 9 months to annualized rate of \$71,551 for 9 months, August 16, 2017.

Wisniewski, John P., Assistant Professor of Physics and Astronomy and President's Associates Presidential Professor, salary changed from annualized rate of \$75,000 for 9 months to annualized rate of \$86,000 for 9 months, August 16, 2017.

Wood, Andrew C., Senior Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$79,331 for 12 months to annualized rate of \$83,298 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Wrobel, David M., Professor of History, Merrick Chair in Western American History, and David L. Boren Professor of History (\$15,000 supplement), delete title Faculty Director of Western History Collections, given additional title Interim Dean of the College of Arts and Sciences, salary changed from annualized rate of \$162,690 for 9 months to annualized rate of \$259,223 for 12 months, July 1, 2017. Changing from 9-month faculty to 12-month academic administrator; eligible to be a candidate in search for permanent dean.

Wuestewald, Todd C., Assistant Professor of Liberal Studies, annualized rate of \$66,100 for 9 months, additional stipend of \$3,600 for increased teaching duties in the College of Liberal Studies, January 1, 2017 through May 15, 2017.

Yussouf, Nusrat, Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$79,839 for 12 months to annualized rate of \$81,139 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

Zhang, Pengfei, Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$72,264 for 12 months to annualized rate of \$73,564 for 12 months, July 1, 2017. Paid from grant funds; subject to availability of funds.

RESIGNATION(S)/TERMINATION(S):

Ciorba, Charles R., Associate Professor of Music, August 1, 2017.

Conrady, Kansas, Assistant Professor of Instructional Leadership and Academic Curriculum, May 16, 2017.

Damphousse, Kelly R., Dean of the College of Arts and Sciences, Professor of Sociology, President's Associates Presidential Professor and NCAA Faculty Athletic Representative, July 1, 2017.

Demarest, Heather, Assistant Professor of Philosophy, August 1, 2017.

Dreibelbis, Robert S., Assistant Professor of Civil Engineering and Environmental Science and of Anthropology, May 16, 2017.

Dunn, Brian K., Assistant Professor of Management Information Systems, August 1, 2017.

Fofana-Kamara, Modu, Lecturer of English, May 16, 2017.

Grier, Kevin B., Professor of Economics and President's Associates Presidential Professor, August 1, 2017.

Grier, Robin M., Professor of Economics and of International and Area Studies, August 1, 2017.

Haggard, Megan C., Postdoctoral Fellow, Institute for the Study of Human Flourishing, May 15, 2017.

Holloway, Stephen D., Research Associate, Oklahoma Geological Survey, July 1, 2017.

Kim, Yoon Kyung, Assistant Professor of Visual Arts, August 1, 2017.

Lee, Taehun, Assistant Professor of Psychology, June 6, 2017.

Loke, Jaime, Associate Professor of Journalism and Mass Communication, August 1, 2017.

McPherson, Cynthia A., Instructor of Social Work, August 2, 2017.

Pasque, Penny A., Professor of Educational Leadership and Policy Studies, May 16, 2017.

Porter, Jillian, Assistant Professor of Modern Languages, Literatures, and Linguistics, August 1, 2017.

Sellers, Joshua Sands, Associate Professor of Law, May 16, 2017.

Snow, Krista K., Instructor of Management Information Systems, August 1, 2017.

Sunner, Jan, Research Professor of Microbiology and Plant Biology, May 2, 2017.

Watson, Lani H., Postdoctoral Fellow, Institute for the Study of Human Flourishing, May 15, 2017.

Willet, Philip L., Assistant Professor of Journalism and Mass Communication, May 16, 2017.

Yowell, Jay, Associate Professor of Architecture, May 16, 2017.

RETIREMENT(S):

Callard, Jeffrey G., Associate Professor of Petroleum and Geological Engineering, June 1, 2017.

Conlon, Paula J., Associate Professor of Music, August 16, 2017. Named Professor Emeritus of Music.

Dhall, Sudarshan K., Professor of Computer Science, May 30, 2017. Named Professor Emeritus of Computer Science.

Gollahalli, Subramanya R., Professor of Aerospace and Mechanical Engineering and Lesch Centennial Professor of Mechanical Engineering, May 16, 2017. Named Professor Emeritus of Aerospace and Mechanical Engineering.

Krukowski, Stanley T., Geologist IV, Oklahoma Geological Survey, June 2, 2017.

Magrath, Dorothy J., Regents' Professor of Music, McCasland Foundation Presidential Professor and Thomas Sherman Grant and Lizzie Lou Oter Grant Chair in Music, June 1, 2018. Named Professor Emeritus of Music.

Thulasiraman, Krishnaiya, Professor of Computer Science and Hitachi LTD. Chair in Computer Science, May 16, 2017. Named Professor Emeritus of Computer Science.

Wakefield, William K., Professor of Music, July 1, 2017. Named Professor Emeritus of Music.

President Boren recommended the Board of Regents approve the academic personnel actions shown above and the list attached hereto as Exhibit P.

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

Regent Burgess moved that the Board enter into executive session on the Administrative and Professional Personnel Actions. The executive session was held in the Board Conference Room on the 2nd floor, beginning at 4:15 p.m.

The Board returned to open session in the meeting room on the 3rd floor at 4:29 p.m. Regent Keating left following the executive session.

ADMINISTRATIVE AND PROFESSIONAL PERSONNEL ACTIONS – NC & HSC

Health Sciences Center:

TRANSFER(S):

Duke, Janet D., Administration Director, Purchasing Department, Administration & Finance, annualized rate of \$90,000 for 12 months (\$7,500.00 per month), June 25, 2017. Administrative Staff.

APPOINTMENT(S):

Alirhayim, Zaid, Resident, Department of Medicine Residency, College of Medicine, annualized rate of \$65,807 for 12 months (\$5,483.92 per month), July 1, 2017. Graduate Student.

Eitrheim, Sarah A., Physician Assistant I, Orthopedic Surgery, College of Medicine, annualized rate of \$93,000 for 12 months (\$7,750.00 per month), August 6, 2017. Professional Nonfaculty.

Franklin, Adam N., Resident, Surgery Residency Program, College of Medicine, annualized rate of \$62,330 for 12 months (\$5,194.17 per month), July 1, 2017. Graduate Student.

Jackson, Katrina D., EHR Project Manager, Stephenson Cancer Center, College of Medicine, annualized rate of \$74,289 for 12 months (\$6,190.75 per month), May 22, 2017. Professional Nonfaculty.

Koontz, Frederick, Associate Vice President for Administration & Finance Tulsa, CFO Office Tulsa, annualized rate of \$142,743 for 12 months (\$11,895.25 per month), June 26, 2017. Administrative Officer.

Melton, Christopher R., IT Analyst II, IT Administration, Office of the Provost, annualized rate of \$62,000 for 12 months (\$5,166.67 per month), May 15, 2017. Professional Nonfaculty.

Mendelsberg, Ranan A., Fellow, CMT Surgery Residency, College of Medicine Tulsa, annualized rate of \$62,330 for 12 months (\$5,194.17 per month), July 1, 2017. Graduate Student.

Salyer, Christina L., Oncology Nurse II, Cancer Center Clinical Services, College of Medicine, annualized rate of \$61,000 for 12 months (\$5,083.33 per month), May 1, 2017. Professional Nonfaculty.

Wiggins-Dohlvik, Katie C., Resident, Surgery Residency Program, College of Medicine, annualized rate of \$62,330 for 12 months (\$5,194.17 per month), August 1, 2017. Graduate Student.

Wilkinson, Donny B., Staff Registered Nurse II, OU Physicians Faculty Clinics, College of Medicine, annualized rate of \$60,320 for 12 months (\$5,026.67 per month), May 31, 2017. Professional Nonfaculty.

REAPPOINTMENT(S):

Aday, Caitlin R., Nurse Practitioner, OU Physicians Faculty Clinics, College of Medicine, annualized rate of \$85,000 for 12 months (\$7,083.33 per month), May 22, 2017. Professional Nonfaculty.

CHANGE(S):

Borders, Emily B., Clinical Pharmacist, Cancer Center Clinical Services, College of Medicine, annualized rate of \$115,000 for 12 months (\$9,583.33 per month), May 14, 2017. Professional Nonfaculty.

Bremenkamp, Michelle A., title changed from Senior Staff Accountant, Financial Services, Administration & Finance, to Grants & Contracts Accounting Manager, Financial Services, Administration & Finance, salary changed from an annualized rate of \$60,789 for 12 months (\$5,065.75 per month), to an annualized rate of \$75,000 for 12 months (\$6,250.00 per month), May 28, 2017. Managerial Staff. Promotion.

Broadhurst, Connie K., title changed from Oncology Nurse II, Cancer Center Clinical Services, College of Medicine, to Oncology Nurse III, Cancer Center Clinical Services, College of Medicine, salary changed from an annualized rate of \$60,589 for 12 months (\$5,049.08 per month), to an annualized rate of \$62,143 for 12 months (\$5,178.58 per month), June 25, 2017. Professional Nonfaculty. Promotion.

Chia, Jer Ping, title changed from IT Analyst II, IT Administration, Office of the Provost, to Senior IT Analyst, IT Administration, Office of the Provost, salary changed from an annualized rate of \$70,667 for 12 months (\$5,888.92 per month), to an annualized rate of \$78,440 for 12 months (\$6,536.67 per month), June 25, 2017. Professional Nonfaculty. Promotion.

Davis, Elaine K., title changed from Clinics Administrator, UPMG Faculty Clinics, College of Medicine, to Senior Clinics Administrator, OU Physicians, College of Medicine, salary changed from an annualized rate of \$80,000 for 12 months (\$6,666.67 per month), to an annualized rate of \$89,000 for 12 months (\$7,416.67 per month), May 14, 2017. Managerial Staff. Promotion.

Dennis, Barbara S., title changed from Clinical Department Business Manager, Department of Pediatrics, College of Medicine, to Senior Clinical Department Business Manager, Department of Pediatrics, College of Medicine, May 14, 2017. Managerial Staff. Promotion.

Gourley, Lana C., Physician Assistant II, OUP Clinical Operations, College of Medicine Tulsa, salary changed from an annualized rate of \$86,100 for 12 months (\$7,175.00 per month), to an annualized rate of \$95,666 for 12 months (\$7,972.17 per month), July 9, 2017. Professional Nonfaculty. FTE increase 90% to 100%.

Hayward, Sarah K., title changed from Staff Pharmacist, Cancer Center Clinical Services, College of Medicine, to Pharmacy Manager Stephenson Cancer Center, Cancer Center Clinical Services, College of Medicine, salary changed from an annualized rate of \$108,171 for 12 months (\$9,014.25 per month), to an annualized rate of \$115,126 for 12 months (\$9,593.83 per month), June 25, 2017. Professional Nonfaculty. Promotion.

Hearne, Timothy E., title changed from IT Analyst II, IT Administration, Office of the Provost, to Senior IT Analyst, IT Administration, Office of the Provost, salary changed from an annualized rate of \$65,000 for 12 months (\$5,416.67 per month), to an annualized rate of \$80,000 for 12 months (\$6,666.67 per month), June 25, 2017. Professional Nonfaculty. Promotion.

Kettren, Ladd A., title changed from IT Analyst II, IT Administration, Office of the Provost, to Senior IT Analyst, IT Administration, Office of the Provost, salary changed from an annualized rate of \$65,000 for 12 months (\$5,416.67 per month), to an annualized rate of \$80,000 for 12 months (\$6,666.67 per month), June 25, 2017. Professional Nonfaculty. Promotion.

Lawson, Treva L., title changed from Assistant to Director of Rodent Resources, Rodent Barrier Facility, Office of Research Administration, to Assistant to Director of Rodent Resources, Comparative Medicine, Office of Research Administration, April 30, 2017. Reorganization of department.

Mowdy, Julie D., title changed from Administrative Manager, Dentistry Office of the Dean, College of Dentistry, to Administrative Manager, Dentistry Human Resources, College of Dentistry, salary changed from an annualized rate of \$58,000 for 12 months (\$4,833.33 per month), to an annualized rate of \$60,320 for 12 months (\$5,026.67 per month), June 25, 2017. Managerial Staff. Departmental transfer with pay increase.

Overbey, Nathan S., title changed from Resident, Anesthesiology, College of Medicine, to Fellow, Anesthesiology Education, College of Medicine, salary changed from an annualized rate of \$66,674 for 12 months (\$5,556.17 per month), to an annualized rate of \$69,599 for 12 months (\$5,799.92 per month), July 1, 2017. Graduate Student. Program progression.

Petter, Jared, title changed from Resident, Anesthesiology, College of Medicine, to Fellow, Anesthesiology Education, College of Medicine, salary changed from an annualized rate of \$56,674 for 12 months (\$4,722.83 per month), to an annualized rate of \$69,599 for 12 months (\$5,799.92 per month), July 1, 2017. Graduate Student. Program progression.

Poteat, Tamara A., Physician Assistant II, Obstetrics & Gynecology, College of Medicine, salary changed from an annualized rate of \$73,656 for 12 months (\$6,138.00 per month), to an annualized rate of \$80,562 for 12 months (\$6,713.50 per month), June 6, 2017. Professional Nonfaculty. FTE increase 80% to 88%.

Rambo, Blake T., Chief Operating Officer, Harold Hamm Diabetes Center, given additional title of Assistant Vice Provost for Institutional Centers of Excellence, Office of the Senior Vice President and Provost, June 1, 2017. No salary change. Administrative Officer. Promotion.

Rodriguez, Carlos L., title changed from Associate Director for HSC Student Affairs, HSC Student Affairs, Office of Student Affairs, to Director for HSC Student Affairs, HSC Student Affairs, Office of Student Affairs, May 14, 2017. Administrative Staff. Promotion.

Schmidt, Sarah A., title changed from Clinical Assistant Professor, Pharmacy Practice, College of Pharmacy, to Clinical Pharmacist, Cancer Center Clinical Services, College of Medicine, salary changed from an annualized rate of \$98,500 for 12 months (\$8,208.33 per month), to an annualized rate of \$115,000 for 12 months (\$9,583.33 per month), May 14, 2017. Professional Nonfaculty. Transfer, change to employee type.

Smith, Donald E., title changed from Staff Accountant, Financial Services, Administration & Finance, to Senior Staff Accountant, Financial Services, Administration & Finance, salary changed from an annualized rate of \$50,500 for 12 months (\$4,208.33 per month), to an annualized rate of \$62,000 for 12 months (\$5,166.67 per month), June 12, 2017. Professional Nonfaculty. Promotion.

Stegall, William A., title changed from IT Analyst II, IT Administration, Office of the Provost, to Senior IT Analyst, IT Administration, Office of the Provost, salary changed from an annualized rate of \$65,000 for 12 months (\$5,416.67 per month), to an annualized rate of \$80,000 for 12 months (\$6,666.67 per month), June 25, 2017. Professional Nonfaculty. Promotion.

Starkey, Michelle R., title changed from Clinical Research Nurse III, Obstetrics & Gynecology, College of Medicine, to Lead Clinical Research Nurse, Obstetrics & Gynecology, College of Medicine, salary changed from an annualized rate of \$60,250 for 12 months (\$5,020.83 per month), to an annualized rate of \$65,070 for 12 months (\$5,422.50 per month), June 25, 2017. Professional Nonfaculty. Promotion.

Stone, Diana E., title changed from Senior Administrative Manager, Dentistry Office of the Dean, College of Dentistry, to Senior Administrative Manager, Dentistry Human Resources, College of Dentistry, salary changed from an annualized rate of \$67,628 for 12 months (\$5,635.67 per month), to an annualized rate of \$74,391 for 12 months (\$6,199.25 per month), June 25, 2017. Managerial Staff. Departmental transfer with pay increase.

Tesch, Janetta L., title changed from Grants & Contracts Accounting Manager, Financial Services, Administration & Finance, to Senior Staff Accountant, Decision Support, College of Dentistry, May 28, 2017. Professional Nonfaculty. Demotion.

Ware, Ellen L., title changed from Business Manager, Dentistry Office of the Dean, College of Dentistry, to Business Manager, Decision Support, College of Dentistry, salary changed from an annualized rate of \$72,300 for 12 months (\$6,025.00 per month), to an annualized rate of \$78,936 for 12 months (\$6,578.00 per month), June 25, 2017. Managerial Staff. Departmental transfer with pay increase.

Zavy, Michael B., title changed from Embryologist, Obstetrics & Gynecology, College of Medicine, to Clinical Embryologist, Obstetrics & Gynecology, College of Medicine, salary changed from an annualized rate of \$56,476 for 12 months (\$4,706.33 per month), to an annualized rate of \$61,559 for 12 months (\$5,129.92 per month), June 25, 2017. Professional Nonfaculty. Promotion.

NEPOTISM WAIVER(S):

Shanklin, Counsel, Project Interviewer, Biostatistics & Epidemiology, College of Public Health, May 30, 2017. Ashley White is a Senior Research Epidemiologist in the Department of Biostatistics & Epidemiology, College of Public Health. Ms. White's brother-in-law, Counsel Shanklin has applied to be a Project Interviewer for the Sooner Survey Center (SSC) in the Department of Biostatistics & Epidemiology. Dr. Julie Stoner, Chair of the Department of Biostatistics & Epidemiology, would serve as supervisor and will complete all performance evaluations and make all recommendations for compensation, promotion, and awards. Conflict of interest is further avoided because the SSC Supervisor, Sonam Bhojwani, would supervise day to day activities as she does for all the SSC Project Interviewer staff. Ashley White will have no supervisory role over Mr. Shanklin.

Xie, Jun, Research Associate, Department of Physiology, College of Medicine, May 29, 2017. Dr. Jun Xie will work as a Research Associate and will play a major role in performing the experiments in Dr. Guo's OCAST project. The research project will benefit a great deal by having Jun Xie on board, and will be critical for the successful completion of the research work. Dr. Jian-Xing Ma, Professor and Chairman of the Department of Physiology, will handle annual performance evaluations and relevant recommendations pertaining to Dr. Jun Xie.

RETIREMENT(S):

Brewster, Barbara A., Senior I.T. Analyst, I.T. Administration, Office of the Provost, June 03, 2017. Retirement.

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

Abegunde, Ayokunle T., Resident, Department of Medicine Residency, College of Medicine, July 1, 2017. Completion of program.

Ahmad, Shoaib, Resident, Department of Medicine Residency, College of Medicine, July 1, 2017. Completion of program.

Bailey, Vickie M., Resident, Pediatrics Residency Program, College of Medicine, July 1, 2017. Completion of program.

Beidas, Omar E., Resident, Surgery Residency Program, College of Medicine, July 1, 2017. Completion of program.

Benjamin, Kimberly M., Clinical Research Nurse III, Department of Pediatrics, College of Medicine, June 10, 2017. Resignation.

Choksy, Pratik M., Resident, Department of Medicine Residency, College of Medicine, July 1, 2017. Completion of program.

Cozart, Matthew, Resident, Department of Medicine Residency, College of Medicine, July 1, 2017. Completion of program.

Dandapat, Sudeepta, Resident, Department of Neurology, College of Medicine, July 1, 2017. Completion of program.

Deschamps, David R., Resident, Obstetrics & Gynecology, College of Medicine, July 1, 2017. Completion of program.

Farah, Fahmi J., Resident, Department of Medicine Residency, College of Medicine, July 1, 2017. Completion of program.

Fay, Laura, Resident, Department of Medicine Residency, College of Medicine, July 1, 2017. Completion of program.

Gamble, Kristie B., Senior Administrative Manager, Department of Pediatrics, College of Medicine, June 10, 2017. Resignation.

Glenn, Chad, Resident, Neurosurgery, College of Medicine, July 1, 2017. Completion of program.

Gray, Peter L., Physician Assistant II, Otorhinolaryngology, College of Medicine, July 1, 2017. Resignation.

Hussein, Hussein, Resident, Department of Medicine Residency, College of Medicine, July 1, 2017. Completion of program.

Kirksey, Kathleen T., Resident, Pediatrics Residency Program, College of Medicine, July 1, 2017. Completion of program.

McIntire, Amy M., Registered Nurse Clinician, OU Physicians CHP Clinics, College of Medicine, June 1, 2017. Resignation.

Meenakshi-Sundaram, Bhalaajee, Resident, Department of Urology, College of Medicine, July 1, 2017. Completion of program.

Messer, Haley J., Physician Assistant I, Department of Pediatrics, College of Medicine, June 3, 2017. Resignation.

Mortel, David T., Resident, Pediatrics Residency Program, College of Medicine, July 1, 2017. Completion of program.

Morton, Jordan M., Resident, Department of Medicine Residency, College of Medicine, July 1, 2017. Completion of program.

Nguyen, Loan P., Resident, Department of Medicine Residency, College of Medicine, July 1, 2017. Completion of program.

Pandav, Vijay M., Resident, Department of Neurology, College of Medicine, June 26, 2017. Completion of program.

Parava, Pratyusha, Resident, Department of Medicine Residency, College of Medicine, July 1, 2017. Completion of program.

Parker, Christopher W., Resident, Department of Medicine Residency, College of Medicine, July 1, 2017. Completion of program.

Patel, Aatish M., Resident, Department of Medicine Residency, College of Medicine, July 1, 2017. Completion of program.

Qasimyar, Humaira B., Resident, Pediatrics Residency Program, College of Medicine, July 1, 2017. Completion of program.

Rowland, Michelle R., Resident, Obstetrics & Gynecology, College of Medicine, July 1, 2017. Completion of program.

Ruskin, Rachel, Resident, Obstetrics & Gynecology, College of Medicine, July 1, 2017.
Completion of program.

Ryter, Donna J., Clinic Nurse Manager, OUP Clinical Operations, College of Medicine Tulsa,
June 10, 2017. Resignation.

Schneider, John G., Resident, Surgery Residency Program, College of Medicine, July 1, 2017.
Completion of program.

Shah, Rikin K., Resident, Pediatrics Residency Program, College of Medicine, July 1, 2017.
Completion of program.

Shilling, Christopher A., Deputy Director for Operations & Marketing for Stephenson Cancer
Center, Stephenson Cancer Center, College of Medicine, May 20, 2017. Resignation.

Sims, Kacie L., Resident, Pediatrics Residency Program, College of Medicine, July 1, 2017.
Completion of program.

Standage, Sheryl A., Nurse Practitioner, Stephenson Cancer Center, College of Medicine, June 1,
2017. Resignation.

Stone, Daniel E., Resident, Obstetrics & Gynecology, College of Medicine, July 1, 2017.
Completion of program.

Wood, Christy L, Neonatal Nurse Practitioner, Department of Pediatrics, College of Medicine,
June 2, 2017. Resignation.

AUTHORIZATION TO ESTABLISH EXECUTIVE ADMINISTRATION PROGRAM

In recognition that certain officers of the University perform key operational roles and roles key to the Board's exercise of its governance duties, the Board authorizes the issuance of contracts including up to 15% of annual salary to be used as incentives for the University Vice Presidents for Administration and Finance, the Vice President for Development and the Vice President for Student Affairs. Current occupants of those positions current include: Kenneth Rowe, V.P. Admin and Finance, HSC; Nicholas Hathaway, V.P. Admin and Finance, Norman, Tripp Hall, V.P. Development, and Clarke Stroud, V.P. Student Affairs.

Similarly, the Board authorizes annual contributions in the same amounts to University retirement plans for officers reporting to the Board, including the University General Counsel and Executive Secretary to the Board of Regents. Current occupants of those positions currently include: Anil Gollahalli, General Counsel, and Dr. Chris Purcell, Executive Secretary to the Board of Regents.

The Chair of the Board is authorized to take any needed action to structure those contributions in a manner to reflect market conditions and incentivize retention of those positions. Annual salary for positions remains unchanged and all such contributions or amounts referenced in this item are to be paid from private funds.

Norman Campus:

NEW APPOINTMENTS:

Brewster, Rhesa D., Development Officer [Development Associate I], Office of the Dean, Price College of Business, annualized rate of \$60,000 for 12 months, May 30, 2017. Managerial Staff.

Droll, Julie L., Assistant Controller [Director], Financial Services, annualized rate of \$130,000 for 12 months, June 19, 2017. Administrative Officers.

Files, Kelly A., Coach/Sports Professional I, Athletics Department, annualized rate of \$70,000 for 12 months, June 1, 2017. Managerial Staff.

Heflin, Nicholas Joseph, Coach/Sports Professional I, Athletics Department, annualized rate of \$80,000 for 12 months, June 10, 2017. Managerial Staff.

Marshall, James S., Systems Support Specialist [IT Specialist II], College of Arts and Sciences, annualized rate of \$60,000 for 12 months, May 8, 2017. Managerial Staff.

McKinley, Jeremiah G., Data Scientist [Information Technology Analyst II], Office of Business Analytics, annualized rate of \$65,000 for 12 months, May 15, 2017. Managerial Staff.

CHANGES:

Anderson, Jessica Nicole, title changed from Information Technology Specialist I, University Outreach to E-Business Manager [Technology Project Management Specialist III], Center for Public Management, salary changed from annualized rate of \$56,500 for 12 months to annualized rate of \$63,000 for 12 months. May 15, 2017. Managerial Staff. Accepted another job on campus.

Baldwin, Toby B., Director of Compliance [Managerial Associate I], Athletics Compliance, salary changed from annualized rate of \$122,000 for 12 months to annualized rate of \$125,660 for 12 months, June 1, 2017. Managerial Staff. Retention and performance.

Berkinshaw, Stewart M., Associate Provost and Director, Academic Financial Operations, Office of the Provost, salary changed from annualized rate of \$142,600 for 12 months to annualized rate of \$159,500 for 12 months, July 1, 2017. Administrative Officer. Increase.

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

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

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

Brogden, Jeffrey W., Information Technology Analyst III, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$110,161 for 12 months to annualized rate of \$111,461 for 12 months, July 1, 2017. Managerial Staff. Increase.

Camp, Bradley J. [Managerial Associate I], title changed from Director of Athletics Equipment, Athletics Department, to Assistant Athletics Director, Athletics Department, salary changed from an annualized rate of \$64,000 for 12 months (\$5,333.33 per month), to an annualized rate of \$75,000 for 12 months (\$6,250.00 per month), July 1, 2017. Managerial Staff. Promotion and merit.

*Castiglione, Joseph R., Vice President for Intercollegiate Athletics Programs and Director of Athletics, Athletics Department, review of compensation, and contract of employment and to make any necessary adjustments.

* See motion on page 35709.

* See motion on page 35709.

*Cohen, Audra, Head Coach, Women's Tennis, Athletics Department, review of compensation and contract of employment, and to make any necessary adjustments.

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

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

*Crowell, Nicholas, Head Coach, Men's Tennis, Athletics Department, review of compensation and contract of employment, and to make any necessary adjustments.

Curtis, Kelsie, IT Service Management Lead [IT Specialist III], Service Management and Operational Excellence, Information Technology, salary changed from annualized rate of \$59,900 for 12 months to annualized rate of \$70,000 for 12 months, July 1, 2017. Managerial Staff. Equity.

Doughty, Jennifer A., title changed from Administrator II to Director of Housing Operations [Administrator III], Housing and Food Services Operations, salary changed from annualized rate of \$75,000 for 12 months to annualized rate of \$85,000 for 12 months. July 1, 2017. Administrative Staff. Job re-classification.

*Drouin-Luttrell, Veronique, Head Coach, Women's Golf, Athletics Department, annual review of compensation and contract of employment and to make any necessary adjustments.

Ferree, Matthew Anson, Learning and Development Manager [Human Resource Management Professional II], Human Resources, salary changed from annualized rate of \$51,000 for 12 months to annualized rate of \$66,000 for 12 months, April 1, 2017. Managerial Staff. Additional responsibilities.

Forren III, Harry E., Information Technology Analyst III, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$110,873 for 12 months to annualized rate of \$112,173 for 12 months, July 1, 2017. Managerial Staff. Increase.

Fozard, Jonathan A., title changed from Executive Director [Administrator IV] to Assistant Vice President, Service Management and Operational Excellence, Information Technology, salary changed from annualized rate of \$125,000 for 12 months to annualized rate of \$135,000 for 12 months, July 1, 2017. Administrative Staff. Title change and increase for increased responsibilities due to reorganization.

Goodspeed, David E., Assistant Vice President for Digital Innovation, salary changed from annualized rate of \$129,000 for 12 months to annualized rate of \$138,000 for 12 months, July 1, 2017. Administrative Officer. Increase.

Gasso, Jamison-Thomas A., Assistant Coach, Women's Softball, Athletics Department, review of compensation and to make any necessary adjustments.

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

Granec, Lori L., title changed from Associate Director, IT Tops [Administrator II], Information Technology to Human Resources Strategic Programs Assistant Director [Administrator III], Human Resources, salary changed from annualized rate of \$84,360 for 12 months to annualized rate of \$97,000 for 12 months, June 1, 2017. Administrative Staff. Accepted another job on campus.

Grimley, Michelo E., Taleo System Administrator [Information Technology Analyst I], Human Resources, salary changed from annualized rate of \$52,500 for 12 months to annualized rate of \$66,000 for 12 months, July 1, 2017. Managerial Staff. Additional responsibilities.

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

Hansen, Glenn J., Director, Office of Business Analytics, salary changed from annualized rate of \$111,800 for 12 months to annualized rate of \$121,800 for 12 months, July 1, 2017. Administrative Staff. Increase.

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

Hall, Brandon Wayne [Financial Associate I], title changed from Director of Business Operations, Athletics Department, to Assistant Athletics Director, Athletics Department, salary changed from an annualized rate of \$59,400 for 12 months (\$4,950.00 per month), to an annualized rate of \$75,000 for 12 months (\$6,250.00 per month), July 1, 2017. Managerial Staff. Promotion and merit.

Hartman-McCarty, Holly L., Operations Manager [Managerial Associate I], Athletics Compliance, salary changed from annualized rate of \$59,500 for 12 months to annualized rate of \$65,000 for 12 months, June 1, 2017. Managerial Staff. Retention, performance, and additional responsibilities.

Hedrick, Anne K V., title changed from Academic Counseling Professional II to Director OU Scholars Program [Academic Counseling Professional III], Honors College, salary changed from annualized rate of \$48,000 for 12 months to annualized rate of \$62,350 for 12 months, July 1, 2017. Managerial Staff. Job re-classification.

Heeney, Rebecca L., Director, Graduation Office, salary changed from annualized rate of \$91,000 for 12 months to annualized rate of \$101,000 for 12 months, July 1, 2017. Administrative Staff. Increase.

Huebsch, Milton E., title changed from Associate Vice President, Information Technology to Interim Vice President and Chief Information Officer, Information Technology, salary changed from annualized rate of \$149,800 for 12 months to annualized rate of \$215,000 for 12 months, July 1, 2017. Promotion.

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

*Kindler, Kathie J. Head Coach, Women's Gymnastics, Athletics Department, annual review of compensation and contract of employment and to make any necessary adjustments.

Kintopp, Robert J., Field Operations and Construction Manager [Technical Project Management Specialist II], Service Management and Operational Excellence, Information Technology, salary changed from annualized rate of \$59,900 for 12 months to annualized rate of \$65,000 for 12 months, July 1, 2017. Managerial Staff. Equity.

*Kish, Timothy M., Assistant Coach, Football, Athletics Department, review of compensation and contract of employment, and to make any necessary adjustments.

* See motion on page 35709.

* See motion on page 35709.

Krause, John M., Information Technology Analyst II, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$102,232 for 12 months to annualized rate of \$103,532 for 12 months, July 1, 2017. Managerial Staff. Increase.

Lee, Luther G. [Administrator III], Senior Associate Athletics Director, Athletics Department salary changed from annualized rate of \$134,400 for 12 months (\$11,200.00 per month) to annualized rate of \$145,000 for 12 months (\$12,083.33 per month), July 1, 2017. Increased responsibilities and merit.

Leonard, Jason D., Executive Director of Compliance [Executive Director], Athletics Compliance, salary changed from annualized rate of \$207,500 for 12 months to annualized rate of \$215,000 for 12 months, June 1, 2017. Executive Staff. Additional responsibilities.

*Lightner, Michael, Assistant Coach, Men's Wrestling, Athletics Department, review of compensation and to make any necessary adjustments.

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

Ludvigson, Carol L. [Univ Student Prog Spec III], title changed from Associate Athletics Director, Athletics Department, to Senior Associate Athletics Director, Athletics Department, salary changed from an annualized rate of \$100,000 for 12 months (\$8,333.33 per month), to an annualized rate of \$115,000 for 12 months (\$9,583.33 per month), July 1, 2017. Managerial Staff. Promotion and merit.

Martin, G. Stephen, II, Staff Attorney, Office of Legal Counsel, annualized rate of \$90,000 (\$7,500/mo.) for 12 months, June 19, 2017. Professional Staff.

McKee III, James Michael, Technology Project Management Specialist III, Housing Facilities Management, salary change from annualized rate of \$64,000 to annualized rate of \$74,000 for 12 months, July 1, 2017. Managerial Staff. Increase.

McLennan, Kali A., title changed from HPC System Administrator [IT Analyst I] to HPC System Administrator [IT Analyst II], OU Supercomputing Center for Education and Research (OSCER), Information Technology, salary changed from annualized rate of \$52,000 for 12 months to annualized rate of \$72,000 for 12 months, July 1, 2017. Managerial Staff. Promotion and Equity.

McNabb, Christopher L., Staff Accountant II, Financial Services, salary change from annualized rate of \$56,300 for 12 months to annualized rate of \$73,000 for 12 months, May 1, 2017. Managerial Staff. Additional responsibilities.

*McNeil, Ruffin, Assistant Coach, Football, Athletics Department, review of compensation and contract of employment, and to make any necessary adjustments.

Meade, Michael, [Academic Counseling Prof III], Senior Associate Athletics Director, Athletics Department salary changed from annualized rate of \$136,400 for 12 months (\$11,366.67 per month) to annualized rate of \$146,000 for 12 months (\$12,166.67 per month), July 1, 2017. Increased responsibilities and merit.

Meier, Brandon J. [Media Specialist II], title changed from Assistant Athletics Director, Athletics Department, to Associate Athletics Director, Athletics Department, salary changed from an annualized rate of \$126,400 for 12 months (\$10,533.33 per month), to an annualized rate of \$136,400 for 12 months (\$11,366.67 per month), July 1, 2017. Managerial Staff. Promotion and merit.

Mossman, Kenneth S., [Administrator III], Senior Associate Athletics Director, Athletics Department salary changed from annualized rate of \$163,200 for 12 months (\$13,583.33 per month) to annualized rate of \$174,000 for 12 months (\$14,500.00 per month), July 1, 2017. Increased responsibilities and merit.

Naifeh, Lawrence E. [Exec Assoc. Athletics Director], Executive Associate Athletics Director, Athletics Department salary changed from annualized rate of \$220,000 for 12 months (\$18,333.33 per month) to annualized rate of \$235,000 for 12 months (\$19,583.33 per month), July 1, 2017. Increased responsibilities and merit.

Parish, Max G., Institute Manager [Program Specialist I], Institute for the Study of Human Flourishing, salary changed from annualized rate of \$59,999 for 12 months to annualized rate of \$66,000 for 12 months, July 1, 2017. Managerial Staff. Additional responsibilities.

Pham, Thao X., Information Technology Analyst II, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$60,000 for 12 months to annualized rate of \$63,000 for 12 months, July 1, 2017. Managerial Staff. Increase.

Pittman, Jennifer L., Data Quality Analyst [IT Analyst III], Data Services, Information Technology, salary changed from annualized rate of \$82,620 for 12 months to annualized rate of \$85,000 for 12 months, July 1, 2017. Managerial Staff. Internal transfer to new role.

*Potter, Matt, Head Coach, Women's Soccer, Athletics Department, annual review of compensation and contract of employment and to make any necessary adjustments.

Reynolds, Stacey M., Director of Communications, Continuing Legal Education and Events [Program Administrator II], Legal Assistant Education, salary changed from annualized rate of \$59,500 for 12 months to annualized rate of \$75,000 for 12 months, July 1, 2017. Managerial Staff. Additional duties and retention.

Rhoton, Ricky D., Information Technology Analyst III, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$105,000 for 12 months to annualized rate of \$105,545 for 12 months, July 1, 2017. Managerial Staff. Increase.

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

Roberts Ivy, Lindy J., [Administrator III], Senior Associate Athletics Director/Senior Woman Administrator, Athletics Department salary changed from annualized rate of \$145,000 for 12 months (\$12,083.33 per month) to annualized rate of \$160,000 for 12 months (\$13,333.33 per month), July 1, 2017. Increased responsibilities and merit.

Rock, Brian, Assistant Director of Residence Life [Administrator II], Residence Life, salary changed from annualized rate of \$58,000 for 12 months to annualized rate of \$65,000 for 12 months, July 1, 2017. Administrative Staff. Increase.

Rogers, Rachel M., Staff Attorney, Office of Legal Counsel, annualized rate of \$75,000 (\$6,250/mo.) for 12 months, June 22, 2017. Professional Staff.

*Rosselli, Lewis W., Head Coach, Men's Wrestling, Athletics Department, annual review of compensation and contract of employment and to make any necessary adjustments.

* See motion on page 35709.

Schaepkoetter, Matthew J. [Managerial Associate I], title changed from Director of Premium Seating, Athletics Department, to Assistant Athletics Director, Athletics Department, salary changed from an annualized rate of \$59,000 for 12 months (\$4,916.67.00 per month), to an annualized rate of \$72,000 for 12 months (\$6,000.00 per month), July 1, 2017. Managerial Staff. Promotion and merit.

Seirafi Pour, Marjaneh, Director of Outreach and Farzaneh Family Instructor of Persian Language for the Farzaneh Family Center for Iranian and Persian Gulf Studies, [University Student Programs Specialist II], Office of the Dean, College of International Studies, salary changed from annualized rate of \$48,000 for 12 months to annualized rate of \$63,000 for 12 months, May 1, 2017. Managerial Staff. Increase.

Selmon, Zachary R., [Administrator III], Senior Associate Athletics Director, Athletics Department salary changed from annualized rate of \$130,000 for 12 months (\$10,833.33 per month) to annualized rate of \$160,000 for 12 months (\$13,333.33 per month), July 1, 2017. Increased responsibilities and merit.

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

Smith, Juliana B. [Managerial Associate I], title changed from Director of Human Resources, Athletics Department, to Assistant Athletics Director, Athletics Department, salary changed from an annualized rate of \$55,000 for 12 months (\$4,583.33 per month), to an annualized rate of \$75,000 for 12 months (\$6,250.00 per month), July 1, 2017. Managerial Staff. Promotion and merit.

Sokol, Christopher H., Director of Compliance [Managerial Associate I], Athletics Compliance, salary changed from annualized rate of \$62,000 for 12 months to annualized rate of \$64,480 for 12 months, June 1, 2017. Managerial Staff. Retention, performance, and additional responsibilities.

*Stoops, Robert A., Athletics Department, review of compensation and contract of employment, and to make any necessary adjustments.

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

Stroud, Robin L., Assistant Vice President, Administration and Finance, salary changed from annualized rate of \$109,000 for 12 months to annualized rate of \$121,000 for 12 months, July 1, 2017. Administrative Officer. Increase.

*Thibodeaux, Calvin D., Assistant Coach, Football, Athletics Department, review of compensation and contract of employment, and to make any necessary adjustments.

Tipton, Gregory R., [Tech Project Mgmt Spec III], Senior Associate Athletics Director, Athletics Department salary changed from annualized rate of \$130,000 for 12 months (\$10,833.33 per month) to annualized rate of \$140,000 for 12 months (\$11,666.67 per month), July 1, 2017. Increased responsibilities and merit.

*VanHootehem, James E., Head Coach, Men's and Women's Track and Field, Athletics Department, annual review of compensation and contract of employment and to make any necessary adjustments.

*Vizarelis, Alexis Jeff John, Assistant Coach, Women's Soccer, Athletics Department, review of compensation and to make any necessary adjustments.

* See motion on page 35709.

* See motion on page 35709.

Walschap, Yoana, Study Abroad Liaison/International Program Coordinator [University Student Programs Specialist II], Mewbourne College of Earth and Energy, salary changed from annualized rate of \$58,698 for 12 months to annualized rate of \$62,000 for 12 months, July 1, 2017. Managerial Staff. Increase.

Warde, David A., Scientist/Researcher II, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$91,843 for 12 months to annualized rate of \$93,143 for 12 months, July 1, 2017. Professional Staff. Increase.

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

Williams, Stewart M. [Managerial Associate II], title changed from Assistant Athletics Director, Athletics Department, to Associate Athletics Director, Athletics Department, salary changed from an annualized rate of \$85,000 for 12 months (\$7,083.33 per month), to an annualized rate of \$90,000 for 12 months (\$7,500 per month), July 1, 2017. Managerial Staff. Promotion and merit.

NEPOTISM WAIVER(S):

Boni, Bill, Program Administrator II [Administrator II], Outreach Contract Administration, annualized rate of \$57,319 for 12 months, February 4, 2017. Mr. Boni is Dr. Belinda Biscoe's husband. Mr. Boni manages the Summer Reading Institute and Corporate Online programs department and reported to Dr. James Pappas, the Vice President for University Outreach. With the reorganization of the Colleges, Dr. Biscoe is now the Vice President for University Outreach. In the management plan, Mr. Boni's department is in University Outreach's organization chart but will not be supervised by Dr. Biscoe. Julie Tate is the Director of Contract Administration and manager over Mr. Boni and the READ department. In the event of an issue arising related to Mr. Boni's performance or his department that needed to be discussed with executive management, Ms. Tate would take the matter to Dr. Martha Banz to ensure that Dr. Biscoe would not be involved in decisions related to Mr. Boni's department.

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

Burt, Adam M., Information Technology Specialist II, Oklahoma Climate Survey, June 15, 2017.

Deleeuw Tanchyk, Monika, Public Safety Officer I, OU Police Department, June 5, 2017.

Early, Loretta M., Vice President, Information Technology, July 1, 2017.

He, Zhili, Scientist/Researcher IV, Microbiology and Plant Biology, June 1, 2017.

Irvin, Robin D., Auditor III, Internal Auditing, May 18, 2017.

Mitchell, Pamela L., Assistant Director, Human Resources Employee Relations, Human Resources, May 15, 2017.

Spencer, Mary E., Librarian III, Bizzell Memorial Library, June 1, 2017.

Teufel, Debra LeaAnn, Administrator III, Corporate Engagement Office, May 31, 2017.

Wilkerson, Elias R., Marketing/Production Specialist III, Marketing, July 5, 2017.

RETIREMENT(S):

Alcock, Bruce G., Information Technology Analyst III, Merrick Computing, July 1, 2017.

Haddock, Deborah S., Program Administrator III, Outreach Training and Research Center, July 1, 2017.

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

Regent Burgess moved approval of the recommendation with the following amendments that were presented to members of the Board and made available to the public, including New Business. The following voted yes on the motion: Regents Humphreys, Rainbolt-Forbes, Burgess, Stone and Albert. The Chair declared the motion unanimously approved.

Ball, Louis, Assistant Coach, Women's Gymnastics, Athletics Department, - that the compensation be modified effective July 1, 2017 to increase the current Base Salary from \$110,000 annually to \$115,000 annually, payable monthly.

Bedenbaugh, William, Assistant Coach, Football, Athletics Department, - that the employment agreement be modified effective June 1, 2017, 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, 2019.
2. Increase the current Base Salary from \$230,000 annually to \$270,000 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 \$195,000 to an annual total of \$265,000 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, 2017, 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, 2018.
2. Increase the current Base Salary from \$225,000 annually to \$245,000 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 \$130,000 to an annual total of \$155,000 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.

Castiglione, Joseph R., Vice President for Intercollegiate Athletics Programs and Director of Athletics, Athletics Department, that the employment agreement be modified effective July 1, 2017, 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. Provide an Additional Stay Benefit in the amount of \$225,000 (Benefit) payable on June 30, 2020 (Benefit Date). Vice President will be entitled to the Benefit if Vice President remains employed at the University through the contract year ending June 30, 2020.

Additionally, authorize the President, 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.

Cohen, Audra, Head Coach, Women's Tennis, Athletics Department, that the employment agreement be modified effective July 1, 2017, 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 \$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.

Cooks, Kerry, Assistant Coach, Football, Athletics Department, - that the employment agreement be modified effective June 1, 2017, 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, 2019.
2. Increase the current Base Salary from \$265,000 annually to \$270,000 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 \$185,000 to an annual total of \$205,000 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, Lianne, Head Coach, Women's Rowing, Athletics Department, - that the employment agreement be modified effective July 1, 2017, 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 \$115,000 annually to \$120,000 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.

Crowell, Nicholas, Head Coach, Men's Tennis, Athletics Department, that the employment agreement be modified effective July 1, 2017, 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 \$130,000 annually to \$138,000 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 \$13,600 to an annual total of \$15,600 payable monthly.

Additionally, authorize the President and Athletics Director, with the assistance of the General Counsel, to negotiate and execute the final terms of the modified agreement to include additional or other modified terms and conditions customary and reasonable for agreements of this type.

Drouin Luttrell, Veronique, Head Coach, Women's Golf, Athletics Department, – that the employment agreement be modified effective July 1, 2017, 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. 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, Joseph Cale, Assistant Coach, Football, Athletics Department, – that the employment agreement be modified effective June 1, 2017, 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, 2019.
2. Increase the current Base Salary from \$260,000 annually to \$270,000 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 \$130,000 to an annual total of \$160,000 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, Thomas, Assistant Coach, Women's Gymnastics, Athletics Department – that the compensation be modified effective July 1, 2017 to increase the current Base Salary from \$110,000 annually to \$115,000 annually, payable monthly.

Hybl, Ryan, Head Coach, Men's Golf, Athletics Department, – that the employment agreement be modified effective July 1, 2017, 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. Increase the current Base Salary from \$154,000 annually to \$160,000 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 \$26,000 to an annual total of \$30,000 payable monthly.
4. Effective July 1, 2018, the Base Salary increases by \$8,000 annually non-cumulatively and the additional and outside income from unrestricted private funds increase by \$7,000 each year of the term through June 30, 2022.
5. Increase the Annual Stay Bonus in the annual sum from \$20,000 to \$30,000 ("Annual Sum") payable to Coach effective December 1, 2017 and on December 1 of each contract year thereafter ("Annual Date"). Coach will be entitled to each Annual Sum if Coach remains employed at the University as Head Men's Golf Coach through each Annual Date.

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, Kathie J., Head Coach, Women's Gymnastics, Athletics Department, – that the employment agreement be modified effective July 1, 2017, 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, 2023.
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 \$40,000 to an annual total of \$60,000 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.

Kish, Timothy, Assistant Coach, Football, Athletics Department, – that the employment agreement be modified effective June 1, 2017, 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, 2018.
2. Increase the current Base Salary from \$230,000 annually to \$235,000 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 \$125,000 to an annual total of \$135,000 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.

Lightner, Michael, Assistant Coach, Men's Wrestling, Athletics Department – that the compensation be modified effective July 1, 2017 to increase the Base Salary from \$90,000 annually to \$97,500 annually, payable monthly.

McNeill, Ruffin, Assistant Football Coach, Athletics Department, that the appointment be approved effective June 20, 2017 with material terms of the employment agreement to include:

1. An initial term through January 31, 2019.
2. Base Salary of \$270,000 with one-twelfth paid monthly, plus benefits provided to University employees, which benefits shall be computed using only the Base Salary payable through standard University payroll procedures on a monthly basis.
3. Additional and outside income from unrestricted private funds for personal services, fund raising, and all other athletics-related contracts and activities for the University in the amount of \$290,000 annually with one-twelfth paid monthly.
4. Performance Bonuses including a bonus for winning the CFP National Championship equal to 10% of the total of the compensation amount.

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 additional or modified terms and conditions customary and reasonable for agreements of this type.

Potter, Matthew, Head Coach, Women's Soccer, Athletics Department, – that the employment agreement be modified effective July 1, 2017, with material changes to the terms of the employment agreement to include as follows:

1. Extend the term of the current employment agreement to December 31, 2019. At the end of the Term or any extension thereof, the Term may be extended for an additional one (1) year term in the sole discretion of the Athletic Director by written notice of such extension under the same terms and conditions unless modified and agreed by both parties.
2. Increase the current Base Salary from \$156,600 annually to \$161,600 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 \$25,000 to an annual total of \$33,400 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.

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

1. Effective June 8, 2017, title changed from Assistant Coach, Football to Head Coach, Football, Athletics Department.
2. Provide for Term beginning July 1, 2017 through and including January 31, 2022.
3. Effective July 1, 2017, increase the Base Salary from \$280,000 annually to \$325,000 annually with one-twelfth paid monthly, plus benefits provided to University employees, which benefits shall be computed using only the Base Salary payable through standard University payroll procedures on a monthly basis.
4. Effective July 1, 2017, increase the additional and outside income from unrestricted private funds for personal services, fund raising and promotional activities, and all other athletics-related contracts and activities from the total annual amount of \$920,000 to the total annual amount of \$2,275,000 with one-twelfth payable monthly. Effective February 1, 2018, this annual total sum shall increase non-cumulatively by Two Hundred Thousand Dollars (\$200,000) and annually on February 1 non-cumulatively in each contract year.
5. Modify and provide an Annual Stay Benefit in the annual sum of Five Hundred Thousand Dollars (\$500,000) (“Annual Sum”) payable to Coach on June 1 of each contract year (“Annual Date”). Coach will be entitled to each Annual Sum if Coach remains employed at the University as the Head Football Coach through each Annual Date outlined.
6. Modify performance bonuses to include a National Championship Bonus of \$425,000.

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.

Rosselli, Lewis, Head Coach, Men’s Wrestling, Athletics Department, – that the employment agreement be modified effective July 1, 2017, 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. 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 \$25,000 payable monthly.
3. Provide Annual Stay Benefit in the annual sum of \$20,000 (“Annual Sum”) payable to Coach effective November 1, 2017 and on November 1 of each contract year thereafter (“Annual Date”). Coach will be entitled to each Annual Sum if Coach remains employed at the University as Head Coach, Men’s Wrestling, through each Annual Date outlined above.

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.

Simmons, Dennis, Assistant Coach, Football, Athletics Department, – that the employment agreement be modified effective June 1, 2017, 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, 2018.
2. Increase the current Base Salary from \$220,000 annually to \$235,000 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 \$92,000 to the total annual amount of \$115,000 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, Robert, Head Coach, Football, Athletics Department, – that the employment contract be modified with material changes to the terms of the employment agreement to include as follows:

1. Effective June 8, 2017, title changed from Head Coach, Football, to Special Assistant to the Vice President for Intercollegiate Athletics Programs and Director of Athletics.
2. Modify the Term to July 1, 2017 through and including June 30, 2018. At the end of the Term or any extension thereof, the may be extended for an additional one (1) year term in the sole discretion of the Athletic Director by written notice of such extension under the same terms and conditions unless modified and agreed by both parties.
3. Effective July 1, 2017, provide total compensation of Base Salary of \$325,000 annually with one-twelfth paid monthly, plus benefits provided to University employees, which benefits shall be computed using only the Base Salary payable through standard University payroll procedures on a monthly basis.

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, Assistant Coach, Football, Athletics Department, – that the employment contract be modified effective June 1, 2017, 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, 2019.
2. Increase the current Base Salary from \$265,000 annually to \$270,000 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 \$585,000 to the total annual amount of \$600,000 payable monthly.
4. Continue the Annual Stay Benefit in the annual sum of Fifty Thousand Dollars (\$50,000) (“Annual Sum”) payable to Coach on May 1, 2018 (“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.

Thibodeaux, Calvin, Assistant Coach, Football, Athletics Department, - that the employment agreement be modified effective June 1, 2017, 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, 2018.
2. Increase the current Base Salary from \$220,000 annually to \$225,000 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 \$30,000 to an annual total of \$45,000 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.

VanHootegem, James E., Head Coach, Men's and Women's Track and Field, Athletics Department, that the employment agreement be modified effective July 1, 2017, 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. 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.

Vizarelis, Alexis Jeff John, Assistant Coach, Women's Soccer, Athletics Department – that the compensation be modified effective July 1, 2017 to increase the current Base Salary from \$66,400 annually to \$74,400 annually, payable monthly. review of compensation and to make any necessary adjustments.

Williams, Mark, Head, Men's Gymnastics, Athletics Department, – that the employment agreement be modified effective July 1, 2017, 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, 2023.
2. Increase the current Base Salary from \$196,000 annually to \$216,000 annually, payable monthly.
3. Provide and continue 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 in the annual total of \$45,000 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.

***NEW BUSINESS**

Johnson, Arthur, Head Coach, Men's Baseball, Athletics Department, – that the appointment be approved effective June 20, 2017 with material terms of the employment agreement to include:

1. Term beginning June 20, 2017 through June 30, 2022.
2. Base Salary of \$215,000 with one-twelfth paid monthly, plus benefits provided to University employees, which benefits shall be computed using only the Base Salary payable through standard University payroll procedures on a monthly basis.
3. Additional and outside income from unrestricted private funds for personal services, fund raising, and all other athletics-related contracts and activities for the University in the amount of \$160,000 annually with one-twelfth paid monthly. Effective July 1 2018 and July 1 of each contract, this amount shall increase non-cumulatively by \$10,000 annually.

Additionally, authorize the President and Athletics Director, with the assistance of the General Counsel, to negotiate and execute the final terms of the modified agreement to include additional or other modified terms and conditions customary and reasonable for agreements of this type.

There being no further business, the meeting adjourned at 4:30 p.m.

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

* See motion on page 35709.

Gender-Based Misconduct Policy for Students**I. INTRODUCTION**

Rogers State University (“University”) is committed to fostering an environment that is free from gender-based discrimination and harassment, including sexual assault and all other forms of gender-based misconduct. The University recognizes its responsibility to increase awareness of such misconduct, prevent its occurrence, support victims, deal fairly and firmly with offenders, and diligently investigate reports of misconduct. In addressing issues of gender-based misconduct, all members of the University must come together to respect and care for one another in a manner consistent with our deeply held academic and community values.

The University complies with Title IX of the Higher Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities. This Policy and the accompanying Procedures are intended to ensure a safe and non-discriminatory educational environment and comply with Title IX and other applicable laws.

Gender-based misconduct comprises a broad range of behaviors focused on sex and/or gender that may or may not be sexual in nature. Sexual harassment, sexual assault, sexual exploitation, gender-based harassment, stalking, domestic violence, and dating violence are all forms of gender-based misconduct. Gender-based misconduct can occur between strangers or acquaintances, or people who know each other well, including between people involved in an intimate or sexual relationship. Gender-based misconduct can be committed by anyone regardless of gender identity, and it can occur between people of the same or different sex or gender. The University does not tolerate any form of gender-based misconduct, and all gender-based misconduct is prohibited by this Policy.

To further the goal of eliminating gender-based misconduct from its community, the University offers: (1) educational and preventative programs; (2) services for victims and others affected by gender-based misconduct; (3) accessible, prompt, and fair methods of investigation and resolution of reports of misconduct; and (4) protections designed to prevent against recurrence.

This Policy and the accompanying Procedures set forth how the University defines and addresses gender-based misconduct involving students. The Policy first specifies prohibited conduct. It then describes available resources and reporting options, and explains whether and to what extent interactions with various resources are confidential. Finally, the Policy discusses measures that may be available in particular cases to support and assist students. The Procedures spell out the investigation, hearing, the sanctioning process, and the affected students’ rights in connection with the process.

The University is founded on the principles of free speech and academic freedom. These principles create a stimulating and challenging learning environment. They promote discourse on ideas. Accordingly, nothing in this policy shall be construed to inhibit or abridge these principles. This policy does not apply to curriculum or in any way prohibit or abridge the use of particular textbooks or curricular materials.

II. SCOPE OF THE POLICY AND PROCEDURES

This Policy governs gender-based misconduct involving students that: (1) occurs on any University campus or in connection with University programs or activities; (2) creates a hostile environment for University students; or (3) involves a respondent who is a current undergraduate, graduate, or professional student at the University. The Policy applies regardless of a person's gender, gender identity, gender expression, sexual orientation, age, race, nationality, class status, ability, religion, or other protected status.

The Procedures describe the investigation and disciplinary process that apply when the respondent is a current undergraduate, graduate, or professional student at the University, including students on leave. If the respondent is affiliated with the University but is not a University student, different procedures apply to the investigation and disciplinary process. If the respondent is a University employee, faculty, or other person doing business with the University, the investigation and disciplinary processes described in Personnel the Human Resources Policies and Procedures Manual apply.

Students are entitled to appropriate support from the University and to be treated with respect, dignity, and sensitivity in connection with all gender-based misconduct incidents. The University's Title IX Coordinator serves as the central point of contact for all University students affected by gender-based misconduct.

Note: While this Policy and the Procedures identify the University office or employee who will typically perform certain roles or duties, the University may designate other University offices or employees to perform any roles or duties described in the Policy or Procedures.

III. PROHIBITED CONDUCT

Gender-based misconduct comprises a broad range of behaviors focused on sex and/or gender that may or may not be sexual in nature. Any intercourse or other intentional sexual touching or activity without the other person's consent is sexual assault, which is a form of gender-based misconduct under this Policy. Sexual harassment, sexual exploitation, gender-based harassment, stalking, domestic violence, and dating violence are also forms of gender-based misconduct. Intimidation for one of these purposes is gender-based misconduct, as is retaliation following an incident of alleged gender-based misconduct or attempted gender-based misconduct. Misconduct can occur between strangers or acquaintances, or people who know each other well, including between people involved in an intimate or sexual relationship, can be committed by anyone regardless of gender identity, and can occur between people of the same or different sex or gender. This Policy prohibits all forms of gender-based misconduct.

A. Consent

Any non-consensual sexual activity is gender-based misconduct. Consensual sexual activity requires unambiguous communication and mutual agreement for the act in which the participants are involved. Sexual activity accompanied by coercion or force is not consensual. A person cannot give consent if he or she lacks the ability to make or understand the decision because of disability, lack of sleep, consumption of alcohol or drugs, or if he or she is unwillingly physically constrained. A sleeping or unconscious person cannot give consent. The use of alcohol or drugs does not justify or excuse gender-based misconduct and never makes someone at fault for experiencing gender-based misconduct.

B. Examples of Gender-Based Misconduct

Specific categories of gender-based misconduct and other important definitions used in this Policy are included in the Definitions section following the Procedures, along with scenarios illustrating specific instances of gender-based misconduct. For purposes of illustration, the following list sets forth examples of conduct that could constitute gender-based misconduct under those definitions:

- Coercion for a date or a romantic or intimate relationship
- Unwelcome touching, kissing, hugging, or massaging
- Use of unwanted force in connection with sexual activity or attempted sexual activity
- Sexual contact with a person who has not clearly consented
- Unwelcome remarks about the private parts of a person's body
- Belittling remarks about a person's gender or sexual orientation based on 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, University Public Safety or others at the University. The Campus and Community Resources included near the end of this policy offers a chart summarizing the confidentiality obligations of different categories of University personnel with respect to reports of gender-based misconduct.

Even when University employees have an obligation to report to others, which means their office is described as “non-confidential” under this Policy, they will protect and respect students’ privacy to the greatest extent possible and share information only on a need-to-know basis. Any of the staff listed as Resources will be able to explain their reporting obligations in more detail.

C. Advocacy and Counseling Services and Healthcare Providers (Confidential)

The University provides confidential advocacy, crisis counseling, and limited medical services. Advocates, counselors, and healthcare providers can provide students with immediate and long-term help. Conversations with them are confidential, except as described in the Resources listing following the Procedures. They will listen, help access additional assistance, and explain options for obtaining additional support from the University and others. They can also arrange for medical care and accompany students, or arrange for someone to accompany students, to seek such care. Students may use these resources whether or not they decide to make an official report or participate in University disciplinary proceedings or the criminal process. These advocates, counselors, and healthcare providers are familiar with the University’s disciplinary process, can explain what to expect, and provide support while disciplinary or criminal processes are pending. If a confidential resource person operates in another University capacity outside the scope of his/her confidential status, for example, a licensed professional counselor who also teaches University classes, and a student discloses an incident of gender-based misconduct to that individual while operating, in this example, as an instructor, that instructor will not be operating as a confidential employee and is obligated to report the alleged incident to the Title IX Coordinator.

D. Title IX Coordinator (Non-Confidential)

The University has designated a Title IX Coordinator (“Coordinator”), assisted by Deputy Title IX Coordinators, to support and provide assistance to students affected by gender-based misconduct. The Coordinator does not act as an advocate, but is a neutral resource available to all students. The Coordinator is responsible for referring students to available resources, offering appropriate protections, and supplying the Office of Student Affairs with relevant information for the disciplinary process. The Coordinator for the University is responsible for overseeing the University’s response to Title IX reports and complaints, and identifying and addressing any patterns or systemic problems revealed by such reports and complaints. The Coordinator oversees the administration of this Policy and the Procedures in a neutral and equitable manner. The Coordinator can provide support and assistance immediately following an incident, throughout the investigation and disciplinary process, and throughout a student’s time at the University. Contact information for the Coordinator is included below and in the Resources listing following the Procedures.

Katy Launius, M.Ed.
Director of Student Development
& Title IX Coordinator
201G Centennial Center
1701 W. Will Rogers Blvd.
Claremore, OK 74017

918-343-7707
klaunius@rsu.edu

E. Law Enforcement (Non-Confidential)

Students may report gender-based misconduct to the Rogers State University Police Department [RSUPD], the Rogers County District Attorney's Office, or the local law enforcement agency in whose jurisdiction the misconduct occurred. The University and criminal justice system work independently from one another. Law enforcement authorities do not determine whether a violation of this Policy has occurred. RSUPD personnel and the other resources included in the Resources listing are familiar with Oklahoma State law enforcement processes and can explain what happens when gender-based sexual misconduct is reported to law enforcement. Confidential support resources, the Coordinator, and RSUPD can explain how to report sexual assault and other forms of gender-based misconduct to law enforcement. Confidential support resources or RSUPD personnel will accompany any student requesting support to local law enforcement agencies or the District Attorney's Office. They cannot serve as a substitute for legal advice on these matters.

V. REPORTING GENDER-BASED MISCONDUCT

The University encourages students to report gender-based misconduct to the Coordinator as promptly as possible so that the University can investigate and respond effectively. Generally, once the Coordinator receives a report, it must investigate. Students may meet with the Coordinator to learn more about the process before making a report.

A. Submitting a Report

There are several avenues available for submitting a complaint or report:

- Leave a private voice message for the Coordinator;
- File a complaint or report on the form contained on the Title IX website;
- Send a private email to the Coordinator;
- Mail a letter to the Coordinator;
- Visit the Coordinator in person (it is best to make an appointment first to ensure availability).

The University also recognizes that students may be most comfortable disclosing gender-based misconduct to a University employee they know well, such as a faculty member, coach, or resident advisor. Any University employee (other than the confidential resources identified in the Resources listing) who receives a report is required to inform the Coordinator about the incident.

If there is a gender-based misconduct complaint about the Coordinator or any staff member that is part of administering this Policy, or if the Coordinator or Deputy Coordinators have a complaint, that complaint should be filed with the President of the University. The President will appoint another trained individual to take the place of the Coordinator for purposes of the complaint.

Additionally, the Coordinator accepts anonymous and third-party reports of conduct alleged to violate this Policy and will follow up on such reports. The individual making the report is encouraged to provide as much detailed information as possible to allow the Coordinator to investigate and respond as appropriate. The Coordinator may be limited in the ability to investigate an anonymous report unless sufficient information is furnished to enable the Coordinator to conduct a meaningful and fair investigation.

Individuals experiencing harassment or discrimination also always have the right to file a formal grievance with government authorities:

Office for Civil Rights (OCR)

Kansas City Office

U.S. Department of Education

One Petticoat Lane

1010 Walnut Street, Suite 320

Kansas City, MO 64106

Telephone: (816) 268-0550

Facsimile: (816) 268-0559

Email: OCR.KansasCity@ed.gov

U.S. Department of Justice Civil Rights Division

950 Pennsylvania Avenue, N.W.

Educational Opportunities Section, PHB

Washington, D.C. 20530

By email to: education@osdoj.gov

By telephone: (202) 514-4092 or 1-877-292-3804 (toll free)

By facsimile: (202) 514-8337

If someone is in immediate danger or needs immediate medical attention, the first place to report is 911. You may also report to RSUPD (918-343-7624) or to the local law enforcement agency where the misconduct occurred. Some forms of discrimination and harassment may also be crimes. Calling local law enforcement can help obtain emergency and nonemergency medical care; get immediate law enforcement response for your protection; understand how to provide assistance in a situation that may escalate to more severe criminal behavior; arrange a meeting with victim advocate services; find counseling and support; initiate a criminal investigation; and answer questions about the criminal process.

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 in order to carry out their duties and responsibilities. In all cases, the University will take appropriate steps designed to mitigate the effects of the alleged gender-based misconduct, prevent its recurrence, and make accommodations for the students involved. This may include academic, residential, and work accommodations, increased monitoring, supervision, or security at locations or in connection with activities where the alleged misconduct occurred, and training and educational materials for the campus community. If there is reason for concern about possible retaliation or harm, the University will take protective measures in consultation with the affected students.

C. Time for Reporting

The University does not limit the time for submitting a report of gender-based misconduct. However, the University's ability to investigate and respond effectively may be reduced with the passage of time.

D. Unknown/Non-University Offenders

The University will investigate reports of incidents affecting University students that are committed by individuals who are not members of the University community or whose identity is not known to the extent it is able, and take appropriate actions designed to protect affected students and others in the University community. In addition, the Coordinator will assist students in identifying appropriate campus and other resources.

VI. IMMEDIATE ACTION AND INTERMEDIATE MEASURES AFTER A REPORT

The Coordinator will work with all students affected by gender-based misconduct to ensure their safety and promote their well-being. Sometimes this assistance will take the form of immediate actions or intermediate measures to support or protect a student in the aftermath of an incident and while an investigation or a disciplinary action is pending. Following a report of an incident, the Coordinator will provide written notice to the complainant and respondent of the accommodations that may be available. Students may request accommodations even in cases where a complainant has requested that no

investigation be undertaken or the complainant or respondent has declined to participate in University disciplinary proceedings or the criminal process. The Coordinator will evaluate any request for accommodations in light of the circumstances and information available at the time. The University will provide information about the accommodations only to those who need to know in order to make them effective.

Under appropriate circumstances, immediate actions or intermediate measures may include:

- Moving a student's residence
- Adjusting a student's work schedule for University employment
- Changing a student's academic schedule
- Changing a student's transportation arrangements
- Allowing a student to withdraw from or retake a class without penalty
- Providing access to tutoring or other academic support
- Issuing a "no contact" order

Failure to comply with accommodations is a violation of University policy and may lead to additional disciplinary action.

The Coordinator will also assist students seeking accommodations for a disability in connection with the process of reporting or responding to an incident of gender-based misconduct by working with the appropriate disability services representatives.

Outside of the University, a complainant may also be entitled to obtain remedies under applicable law, such as a judicial restraining order. The University can assist in contacting law enforcement or legal service organizations to learn about these remedies.

VII. ANTI-RETALIATION/ANTI-INTIMIDATION POLICY

The University strictly prohibits retaliation against and intimidation of any person because of his or her reporting of an incident of gender-based misconduct or involvement in the University's response. The University will take strong disciplinary action in response to any retaliation or intimidation. The University will pursue such discipline through the applicable student conduct policy or other disciplinary process and follow the applicable time frames within such policies or processes.

VIII. INVESTIGATION

The Coordinator will inform the complainant before starting an investigation. The complainant may request that an investigation not be undertaken. The Coordinator will consider such a request in light of the University's commitment to provide a safe and non-discriminatory environment for all students. If the Coordinator determines not to investigate, it will notify the complainant in writing, including that the determination was made at the complainant's request. At the complainant's request, the Coordinator will also notify the respondent in writing, including that the complainant asked the University not to investigate.

If an investigation proceeds, the University will notify the respondent in writing that a report has been filed. The notice will describe the allegations in the report. The complainant and respondent will be given the opportunity to meet separately with investigators to review the Policy and these Procedures.

The University's process for responding to, investigating, and adjudicating gender-based misconduct reports will continue during any law enforcement proceeding. The Coordinator may need to temporarily delay an investigation while the police are gathering evidence but it will resume the investigation after it learns that the police department has completed its evidence-gathering and will generally not wait for the conclusion of any related criminal proceeding.

An investigator (or team of investigators) will interview the complainant, respondent, and any witnesses. The investigator will also gather pertinent documentary materials (if any) and other information. The investigator will follow the protocols set forth below:

- Preserving Evidence. The investigator will direct the complainant, respondent, witnesses, and other interested individuals to preserve any relevant evidence.
- Character Witnesses. The investigator will not interview witnesses whose sole purpose is to provide character information.
- Romantic or Sexual History in Sexual Assault Cases. The investigator will not consider information concerning the romantic or sexual history of either the complainant or the respondent, except from either the complainant or respondent regarding their shared sexual history. If either offers such information, the other will have the right to respond.
- Prior Conduct Violations. The investigator will not consider the respondent's prior conduct violations, unless the Coordinator or the respondent's school provides information because:
 - o The respondent was previously found to be responsible, and
 - o The previous incident was substantially similar to the present allegation(s) and/or the information indicates a pattern of behavior by the respondent.

The investigator will prepare a report detailing the relevant content from the interviews and the documentation gathered. The report will include the investigator's investigators' assessment of individual credibility, and recommended findings of responsibility, and, if relevant, recommended sanctions.

The respondent and complainant will each have the opportunity to review a copy of the investigative report and any other information that will be used during the disciplinary proceedings. The names and other identifying information of other students will be redacted from such materials in accordance with the Family Educational Rights and Privacy Act (FERPA), except to the extent that doing so would interfere with the purpose of Title IX to eliminate sex-based discrimination. The Coordinator will supervise this review and ensure that reasonable time is afforded for review prior to a hearing, if one is necessary.

Investigators will generally initiate the investigation within five working days of receiving the complaint. The University will endeavor to complete investigation within 30 working days. Availability of witnesses, timing of complaint, criminal investigations, and other factors may require that the investigation take longer than 30 days. However, barring extraordinary circumstance, an investigation shall not last longer than 60 days.

IX. RIGHTS OF THE COMPLAINANT AND RESPONDENT

To provide accessible, prompt, and fair methods of investigation and resolution of incidents of student gender-based misconduct, the University has developed a process for investigation and adjudication of misconduct reports. Throughout this process, both the complainant and respondent have the following rights:

- To respect, dignity, and sensitivity.
- To appropriate support from the University.
- To privacy to the extent possible consistent with applicable law and University policy.
- To information about the University's Gender-Based Misconduct Policy for Students.
- To the presence of an advisor throughout the process.
- To participate or to decline to participate in the investigation or hearing panel process. A decision to refrain from participating in the process either wholly or in part will not prevent the process from proceeding with the information available.
- To a prompt and thorough investigation of the allegations.
- To adequate time to review documents following the investigation.
- To adequate time to prepare for a hearing.
- To an opportunity to challenge investigator(s) or hearing panel member(s) for a possible conflict of interest.
- To refrain from making self-incriminating statements.
- To appeal the decision made by the hearing panel and any sanctions.
- To notification, in writing, of the case resolution, including the outcome of any appeal.
- To report the incident to law enforcement at any time.
- To understand that information collected in the process may be subpoenaed in criminal or civil proceedings.

A. Notice

The Coordinator will give the complainant and respondent, respectively, a written explanation of their rights and options, and any available accommodations, as soon as possible after an incident is reported. The Coordinator will also ensure that both the complainant and respondent are updated throughout the investigative process, including with timely notice of meetings where either or both the complainant and the respondent may be present. More specifically, the complainant and respondent will simultaneously be given the following written notices:

- Conclusion of the Investigation

- o 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
 - o Notice of whether the respondent accepts responsibility for violating the Policy.
- Hearing Panel
 - o Notice of the date and time of any hearing and list of hearing panel members.
 - o Notice of the hearing panel’s finding of “responsible” or “not responsible,” along with the rationale for the outcome. This notice will include an explanation of the University’s appeals process.
- Sanctioning
 - o Notice of the sanctions imposed and the reasons for the sanctions. The complainant’s notification will only include sanctions that apply directly to the complainant. This notice will include an explanation of the University’s appeals process.
- Appeals Process
 - o Notice of whether an appeal has been filed.
 - o Notice of whether the responsibility determination or sanctions have been modified.
 - o Notice when the responsibility determination and sanctions become final.

B. Privacy

The University will reveal information about its investigations and adjudication of gender-based misconduct only to those who need to know the information in order to carry out their duties and responsibilities. It will inform all individuals participating in an investigation, proceeding, or hearing that they are expected to maintain the privacy of the process. This does not prohibit either a complainant or respondent from obtaining the assistance of family members, counselors, therapists, clergy, doctors, attorneys, or similar resources.

C. Advisors

The complainant and respondent, respectively, may be accompanied to any meeting or hearing related to an incident of misconduct by the advisor of their choice. Advisors may support the student and provide advice about the investigation and disciplinary process. During meetings and hearings, the advisor may talk quietly with the student or pass notes in a non-disruptive manner. The advisor may not intervene in a meeting or hearing or address the investigator or hearing panel, including by questioning witnesses or making objections. If a complainant or respondent desires to have an attorney serve as his or her advisor, the complainant or respondent may do so at their own cost.

D. Declining to Participate

A complainant and/or respondent may decline to participate in the investigative or disciplinary process. The University may continue the process without the complainant's and/or respondent's participation. In most cases, a refusal to participate in the investigative process will preclude a complainant or respondent from participating before the hearing panel.

E. Conflicts of Interest

The University requires any individual participating in the investigation, hearing process, sanctioning or appeal determinations to disclose to the Coordinator any potential or actual conflict of interest. If a complainant or respondent believes that any individual involved in the process has a conflict of interest, he or she may make a request to the Coordinator that the individual not participate. A complainant or respondent who believes that a member of a hearing panel has a conflict of interest must submit this written request to the Coordinator within three days after notification of the panel's membership. Any request should include a description of the conflict. If the Coordinator determines that a conflict of interest exists, the University will take steps to address the conflict in order to ensure an impartial process.

X. RESOLUTION

~~If a complainant chooses to file a complaint, there are two avenues for resolution of an alleged Policy Violation: formal and informal resolution. The complainant may have the option to proceed with informal resolution. In cases involving allegations of sexual assault, informal resolution is not appropriate, even if both the complainant and respondent indicate a preference for informal resolution.~~

~~A. Informal resolution~~

~~If the complainant, the respondent, and the Coordinator agree that an informal resolution should be pursued, the Coordinator, or her/his designee shall attempt to facilitate a resolution of the conflict that is agreeable to all parties. Informal resolution can take place during the investigation or after its conclusion. If an investigation is not complete, the complainant or respondent always has the option to request that the investigation be completed. The Coordinator also has the discretion to complete the investigation.~~

~~In cases where the reporting party wishes to proceed or the University/College determines it must proceed, and the preliminary inquiry shows that reasonable cause exists, the Title IX Coordinator will direct a formal investigation to commence and the allegation will be resolved through one of three processes discussed briefly here and in greater detail below:~~

- ~~• Conflict Resolution – typically used for less serious offenses and only when both parties agree to conflict resolution~~
- ~~• Informal Resolution – a resolution without a hearing panel, or~~
- ~~• Formal Resolution – a resolution of contested allegations with a hearing panel.~~

~~The process followed considers the preference of the parties, but is ultimately determined at the discretion of the Title IX Coordinator. Conflict Resolution may only occur if selected by all parties. The~~

parties can elect for Informal Resolution, but Informal Resolution may also apply if the respondent accepts responsibility for all alleged violations of policy. If either party or both parties select Formal Resolution, or the Title IX Coordinator determines that Formal Resolution is appropriate, the allegation will be addressed using the Formal Resolution option.

If conflict resolution is desired by the complainant, and appears appropriate given the nature of the alleged behavior, then the report does not proceed to investigation, unless a pattern of misconduct is suspected or there is an actual perceived threat of further harm to the community or any of its members.

A. Conflict of Resolution and Informal Resolution

i. Conflict Resolution

Conflict Resolution is often used for less serious, yet inappropriate, behaviors and is an alternative to the formal hearing process to resolve conflicts. The Title IX Coordinator will determine if conflict resolution is appropriate, based on the willingness of all parties, the nature of the conduct at issue and the susceptibility of the conduct to conflict resolution. In a conflict resolution meeting, a trained administrator will facilitate a dialogue with the parties to an effective resolution, if possible. Sanctions are not possible as a result of a conflict resolution process, though the parties may agree to appropriate remedies. The Title IX Coordinator will keep records of any resolution that is reached, and failure to abide by the accord can result in appropriate responsive actions.

Conflict Resolution will not be the primary resolution mechanism used to address reports of violence behavior of any kind or in other cases of serious violations of policy, though it may be made available after the formal process is completed should the parties and the Title IX Coordinator believe that it could be beneficial. Mediation will not be used in cases of sexual violence. It is not necessary to pursue conflict resolution first in order to pursue informal or Formal Resolution, and either party participating in Conflict Resolution can stop that process at any time and request a shift to either Informal or Formal Resolution.

ii. Informal Resolution Without a Hearing Panel

Informal Resolution can be pursued for any behavior that falls within the Gender-Based misconduct Policy for Students at any time during the process. This option may be used when:

- The respondent admits responsibility for all or part of the alleged policy violations at any point in the process;
- When the investigation reaches a finding that the parties accept;
- When both parties elect to resolve the allegation using the Informal Resolution process and the Title IX Coordinator assents

In Informal Resolution, the investigator has the authority to address all collateral misconduct, meaning that they hear all allegations of discrimination, harassment and retaliation, but also may address any additional alleged policy violations that have occurred in concert with the discrimination, harassment or retaliation, even though those collateral allegations may not specifically fall within the policy. Accordingly, investigations should be conducted with as wide a scope as necessary.

Any evidence that the investigator believes is relevant and credible may be considered, including history and pattern evidence. The investigator may exclude irrelevant or immaterial evidence and may choose to disregard evidence lacking in credibility or that is improperly prejudicial.

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. If the alleged misconduct is resolved at this stage, the Title IX Coordinator will inform the parties of the final determination within three (3) days of the resolution, without significant time delay between notifications. Notification will be made in writing and may be delivered by one or more of the following methods: in person; mailed to the local or permanent address of the parties as indicated in official University records; or emailed to the University-issued email account. Once mailed, emailed and/or received in-person, notice will be presumptively delivered.

A student may also request mediation from the Coordinator at any stage of the process. Mediation differs from the informal resolution discussed above in that a third party will listen to complainant and respondent and determine the appropriate resolution. The complainant and respondent will be asked not to contact each other to discuss mediation. Mediation will be used only with the consent of both the complainant and respondent, and either has the right to terminate the mediation process and resume the regular disciplinary process at any time. If the mediation results in a resolution, the disciplinary process will be concluded and the matter will be closed. If a resolution cannot be reached, the disciplinary process will proceed. The University will not use mediation for cases involving allegations of sexual assault.

D.B. Formal resolution: [Resolution with a Hearing Panel](#)

After concluding the investigation and if informal resolution is not warranted, successful, or abandoned, the Coordinator will determine whether there is a preponderance of the evidence to believe that an individual engaged in gender-based misconduct. This means that the respondent is presumed not to have

engaged in alleged conduct unless a “preponderance of the evidence” supports a finding that the conduct has occurred. This “preponderance of the evidence” standard means that it is probably more true than not true that respondent engaged in the conduct at issue. This finding will be documented in the final investigation report. Alternatively, a respondent might take responsibility for a gender-based misconduct violation during the investigation, which would also be noted in the final investigation report.

The complainant and respondent will have five working days to review the investigative report and related materials once they are notified of its completion. If the respondent accepted responsibility during the investigation phase, the matter will proceed to the sanctions stage (see section IX) via a Hearing Panel (“Panel”), followed by any appeals. If the respondent declined responsibility during the investigation, or chose not to respond, but the Coordinator determines that the preponderance of evidence supports a violation, the University will then convene a panel which will uphold or reverse the finding, and assign sanctions if the finding is upheld. If the Coordinator does not determine that a violation occurred, the complainant may elect to appeal the decision, at which time the University will convene a panel to uphold or reverse the finding, and assign sanctions if the finding is reversed.

Provided the panel is not simply convening to determine sanctions, during the hearing process--which is detailed below--the panel will ask the respondent to respond to the alleged violation(s) in one of the following ways: 1) Responsible; 2) Not Responsible; or 3) No Response. If the respondent declines responsibility, or chooses not to respond, the panel will render a decision based on the preponderance of the evidence. If the panel finds the respondent responsible for the violation(s), it will assign sanctions to the respondent which it deems appropriate. In addition, the panel will determine steps to take to prevent recurrence of any such violation, and as appropriate, remedies for the complainant.

The respondent or complainant may appeal (see section XII) the findings of the panel and/or the included sanctions, steps to take to prevent recurrence of any such violation, and as appropriate, remedies for the complainant. Any appeal must be filed with the Vice President for Student Affairs within five working days of receiving written notice of the panel’s final decision.

If neither the complainant nor respondent contests the panel’s decision, it is understood that the parties have accepted the final investigation report and/or the panel’s decision, including the finding related to responsibility, sanctions, steps to take to prevent recurrence of any such violation, and any remedies for the complainant.

Appointed by the Vice President for Student Affairs, the hearing panel will consist of three members drawn from the pool of full-time University employees. All panelists will receive training at least once a year. Training will include topics about how the adjudicatory process works, determining credibility of witnesses, weighing evidence, sanctions, and other topics ensuring that the due process rights of all individuals involved are protected. The complainant and respondent will be informed of the panel’s membership before the hearing process begins. The panel will hold a hearing within 5 working days of receiving the investigative report following review by the complainant and respondent.

E.C. Hearing Process

i. Pre-Hearing

The hearing panel shall be provided with a copy of the final investigation report and any pertinent information or evidence used or relied up during the investigation. Both the complainant and respondent will have the opportunity to submit written responses to the final investigation report and other relevant information to the hearing panel. Both the complainant and respondent will have the opportunity to review any written submissions by the other. The hearing panel may set reasonable parameters for these written submissions. The hearing panel will review the investigation report and written submissions. Timing for the written submissions will be determined by the hearing panel, but in all cases written submission must be submitted to the hearing panel five days before the hearing date.

At any time within five days of the hearing, the panel may determine whether the evidence presented is complete or additional investigation is required. In such cases, the panel shall notify the Coordinator to address the panel's determination and/or conduct additional investigations.

In cases involving an at-will employee as a respondent, the investigator's final report, including findings and recommended sanctions, will be forwarded to the Office of Human Resources to adjudicate in compliance with the policies and procedures outlined in the Human Resources Policies and Procedures Manual.

In cases involving a faculty member, the investigator's final report, including findings and recommended sanctions, will be forwarded to the Office of Human Resources and the Vice President for Academic Affairs to adjudicate in compliance with the policies and procedures outlined in both the Human Resources Policies and Procedures Manual and the Academic Policies and Procedures Manual, respectively.

ii. Hearing

The hearing is a closed proceeding, meaning that no one other than the panel members, the complainant and respondent, their respective advisors, witnesses (when called), and necessary University personnel may be present in the hearing room or rooms during the proceeding. The Coordinator will work with other University personnel so that any student whose presence is required may participate in the hearing.

In general, hearings will proceed as follows:

- Investigator statement and report
- Complainant statement
- Respondent statement
- Questions to the complainant by the hearing panel
- Questions to the respondent by the hearing panel
- Witness testimony and questioning by the hearing panel (if called by panel)
- Questions to the investigator by the hearing panel
- Closing statement by complainant

- Closing statement by respondent

The panel may set reasonable time limits for any part of the hearing. Both the complainant and respondent will have the opportunity to present witnesses and other information consistent with these Procedures. The panel may determine the relevance of, place restrictions on, or exclude any witnesses or information. The panel may also call other student and employee witnesses to testify and obtain other evidence held by the University or any student or University employee.

If the complainant and/or respondent are not able to be present for the hearing panel, arrangements will be made for participation via alternate means. In cases where either the complainant or respondent opts not to participate in the hearing, the panel may still hear from the other.

Additional hearing rules include:

- Testimony via Video Conference. Only the person testifying (and that person's advisor, if applicable) is in the hearing room during his or her testimony. Each of the complainant and respondent is able to view testimony from a separate, private room via video conference.
- Questioning. Only the panel may ask questions of the complainant and respondent and any witnesses. Before the hearing, both the complainant and respondent will have the opportunity to suggest questions of the other and of witnesses by submitting suggested questions to the panel in writing. The panel may revise or not ask any or all submitted questions.
- Information Regarding Romantic or Sexual History. The panel will not consider the romantic or sexual history of either the complainant or respondent in cases involving allegations of gender-based misconduct, except for testimony offered by one or the other about the complainant and respondent's shared sexual history that the panel deems relevant. If such information is offered by the complainant or respondent, the other has the right to respond. The existence of a prior consensual dating or sexual relationship between the complainant and respondent by itself does not support an inference of consent to alleged gender-based misconduct.
- Prior Conduct Violations. The hearing panel will not consider the respondent's prior conduct violations, unless it relied on the information because the respondent was found to be responsible for a previous incident substantially similar to the present allegation(s) and/or the information indicates a pattern of behavior by the respondent.
- Recording. The University will keep a recording (audio, video, or stenographic) of the hearing.

- Cell Phones and Recording Devices. Cell phones and recording devices may not be used in the hearing room(s) unless approved by the panel in advance.

iii. Standard of Proof

The panel will use “preponderance of the evidence” as the standard of proof to determine whether a violation of the Policy occurred. “Preponderance of the evidence” means that a panel must be convinced based on the information it considers that it is probably more true than not true that the respondent engaged in the conduct at issue. The panel shall also determine sanctions, steps to take to prevent recurrence of any such violation, and as appropriate, remedies for the complainant.

The panel will find a student responsible, or not responsible, based on a majority vote. The panel will generally render a decision within two working days after the conclusion of a hearing. The panel’s decision will include an explanation of the basis for the decision.

The panel may approve, overturn, or modify any part of the final investigation report. However, the panel may only overturn or modify the final investigation report if it finds that (1) there was exhibited unfair bias which influenced the result of the investigation; (2) a thorough investigation was not conducted; (3) a conflict of interest exists; or (4) that the issued findings and/or intermediate measures would result in substantial injustice.

iv. Final Decision

Within two working days of the conclusion of the hearing the panel will submit a decision in writing to the parties, the Coordinator, and the Vice President for Student Affairs. The final decision will contain the following:

- Specific factual findings;
- Specific references to the portion(s) of the policy(ies) alleged to have been violated; and
- Sanctions, steps to take to prevent recurrence of any such violation, and as appropriate, remedies for the complainant.

XI. SANCTIONS, REMEDIES FOR COMPLAINANT, AND ADDITIONAL MEASURES

Any sanctions that are imposed will be:

- Fair and appropriate given the facts of the particular case;
- Consistent with the University’s handling of similar cases;
- Adequate to protect the safety of the campus community; and
- Reflective of the seriousness of gender-based misconduct.

In determining sanctions the following relevant factors, if applicable, should be considered:

- the specific gender-based misconduct at issue (such as penetration, touching under clothing, touching over clothing, unauthorized recording, etc.);

- the circumstances accompanying the lack of consent (such as force, threat, coercion, intentional incapacitation, etc.);
- the respondent's state of mind (intentional, knowing, bias-motivated, reckless, negligent, etc.);
- the impact of the offense on the complainant;
- the respondent's prior disciplinary history;
- the safety of the University community; and
- the respondent's conduct during the disciplinary process.

The University may impose any one or more of the following sanctions on a student or organizations determined to have engaged in gender-based misconduct:

- Reprimand/warning (not available in cases of sexual assault)
- Changing the respondent's academic schedule
- Disciplinary probation
- Revocation of honors or awards
- Restricting access to University facilities or activities (including student activities and campus organizations)
- Community service
- Issuing a "no contact" order to the respondent or requiring that such an order remain in place
- Moving the respondent's residence
- Dismissal or restriction from University employment
- Removal from student housing
- Withholding Diploma
- Revocation of Degree
- Suspension (limited time or indefinite)
- Expulsion
- Other Actions (in addition to or in place of the above sanctions, the University may assign any other sanctions as deemed appropriate)

In addition to any other sanction (except where the sanction is expulsion), the University will require any student determined to be responsible for a violation of the Policy to receive appropriate education and/or training related to the gender-based misconduct violation at issue. The University may also recommend counseling or other support services for the student.

Regardless of the outcome of any investigation or hearing, a complainant may request ongoing or additional accommodations or remedies. Potential ongoing accommodations include:

- Providing an escort for the complainant
- Moving the complainant's residence
- Changing the complainant's academic schedule
- Adjusting the complainant's work schedule

- Allowing the complainant to withdraw from or retake a class without penalty
- Providing access to tutoring or other academic support, such as extra time to complete or retake a class

In all cases or outcomes, the University may also determine that additional measures are appropriate to respond to the effects of the incident on the University community. Additional responses for the benefit of the University community may include:

- Increased monitoring, supervision, or security at locations or activities where the misconduct occurred
- Additional training and educational materials for students and employees
- Revision of the University's policies relating to gender-based misconduct
- Climate surveys regarding gender-based misconduct

XII. FINAL APPEAL

Either the respondent or the complainant or both may appeal the hearing panel's final decision. Appeals are decided by the Vice President for Student Affairs ("VPSA"). Appeals are limited to the following:

- A procedural errors during the hearing or investigation;
- New information that was not available at the time of the investigation or hearing and that may change the determination or sanction; and
- Excessiveness or insufficiency of the sanction.

Disagreement with the finding or sanctions is not, by itself, grounds for appeals.

The appealing student must submit the appeal in writing to the VPSA within five working days after receiving the final decision. If either the complainant or respondent submits an appeal, the VPSA will notify the other that an appeal has been filed and the grounds of the appeal. The non-appealing student may submit a written response within five days after notice of an appeal.

If the VPSA concludes that a change in the final decision is warranted, the VPSA may enter a revised determination, reconvene the panel to reconsider the determination, or return the matter for additional investigation. The VPSA may also change the sanction. If both the complainant and respondent appeal, the appeals will be considered concurrently. The VPSA will notify both parties in writing of the appeals decision. Appeals decisions will be rendered within three working days after the receipt of the written appeal. All appeal decisions are final.

XIII. TIMEFRAMES

The University may extend any time frame identified herein for good cause, with a written explanation to the complainant and respondent. Any time frame identified is subject to extension if the details of a case warrant, students and witnesses are unavailable, or the time of the academic year warrants (for example, during breaks, study periods, or final exams).

XIV. DISCLOSURE AND REPORTING OF CRIME AND DISCIPLINARY STATISTICS

Disciplinary proceedings conducted by the University are subject to the Family Educational Records and Privacy Act (FERPA), a federal law governing the privacy of student information. FERPA generally limits disclosure of student information outside the University without the student's consent, but it does provide for release of student disciplinary information without a student's consent in certain circumstances.

Any information gathered in the course of an investigation may be subpoenaed by law enforcement authorities as part of a parallel investigation into the same conduct, or required to be produced through other compulsory legal process.

A federal law called the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act") requires the University to record and report certain information about campus safety, including the number of incidents of certain crimes on or near campus, some of which constitute gender-based misconduct under this Policy. As described in the chart in the Resources listing following the Procedures, many employees who receive reports of gender-based misconduct are required by the Clery Act to notify RSUPD about such incidents for statistical reporting purposes. These notifications may include the classification and location of the reported crime but do not identify the students involved. The Clery Act also requires the University to issue a "timely warning" when it receives a report of certain crimes that pose a serious or continuing threat.

XV. RELATED ALCOHOL AND DRUG VIOLATIONS

Sometimes students may be reluctant to report instances of gender-based misconduct because they fear being charged with University alcohol or drug policy violations. The University encourages students to report all instances of gender-based misconduct and will take into consideration the importance of reporting gender-based misconduct in addressing violations of the University's alcohol and drug policies. This means that, whenever possible, the University will respond educationally rather than punitively to student alcohol or drug policy violations associated with reported gender-based misconduct.

XVI. PUBLIC AWARENESS EVENTS

The University supports public awareness events, including candlelight vigils, protests, survivor speak outs, and other forums. These activities help inform the need for campus-wide education and prevention efforts. The disclosure of incidents of gender-based misconduct at such events is not considered a report to the University for purposes of triggering an investigation of a particular incident.

XVII. RISK REDUCTION TIPS

Risk reduction tips can often take a victim-blaming tone, even unintentionally. With no intention to blame victims, and with recognition that only those who commit sexual violence are responsible for those actions, these suggestions may nevertheless help you reduce your risk of experiencing a non-consensual sexual act.

- Make your limits known as early as possible.
- Be aware of your alcohol intake. Take affirmative responsibility for your alcohol intake/drug use and acknowledge that alcohol/drugs lower your sexual inhibitions and may make you vulnerable to someone who views a drunk or high person as a sexual opportunity.
- Take care of your friends or colleagues and ask that they take care of you.

If you find yourself in the position of being the initiator of sexual behavior, you owe sexual respect to your potential partner. These suggestions may help you reduce your risk for being accused of sexual misconduct:

- Clearly communicate your intentions to your sexual partner and give them a chance to clearly relate their intentions to you.
- 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.

XVIII. BYSTANDER INTERVENTION

If you witness a policy violation, or behaviors that may lead to a policy violation, there are a variety of things you can do as a bystander:

- Divert the intended victim (e.g. "help me out of here; I don't feel well")
- Distract the perpetrator (e.g. "looks like your car is being towed")

- Confront the perpetrator (e.g. “don’t speak to him/her in that manner; you are going to get yourself into trouble”)
- Call for law enforcement assistance
 - Emergencies-911
 - Non-emergencies-918-343-7624

XIX. CAMPUS AND COMMUNITY RESOURCES

Rogers State University Resources	Contact Information	Confidentiality*
Title IX Coordinator	Katy Launius, M.Ed. Director of Student Development & Title IX Coordinator 201G Centennial Center 1701 W. Will Rogers Blvd. Claremore, OK 74017 918-343-7707 klaunius@rsu.edu	Non-Confidential
Campus Police (Claremore Campus)	Gary Boergermann, Director Campus Police 1701 Will Rogers Blvd. Claremore, OK 74017 918-343-7624	Non-Confidential
Campus Police (Bartlesville Campus)	(First floor across from Admissions) 401 S. Dewey Ave. Bartlesville, OK 74003 918-338-8020 918-440-9479 (cell)	Non-Confidential
Campus Police (Pryor Campus)	Room 104 2155 Hwy 69A Pryor, OK 74361 918-825-6034 918-373-0357 (cell)	Non-Confidential
Counseling Services (Claremore Campus)	Centennial Center 201H 1701 W. Will Rogers Blvd. Claremore, OK 74017 918-343-7845 Aschroyernphillip@rsu.edu	Confidential
<u>Counseling Services (Bartlesville Campus)</u>	<u>Room 106</u> <u>401 S. Dewey Ave.</u> <u>Bartlesville, OK 74003</u> <u>918-338-8021</u> <u>Nphillip@rsu.edu</u>	<u>Confidential</u>

<u>Counseling Services (Pryor Campus)</u>	<u>Centennial Center 201H</u> <u>1701 W. Will Rogers Blvd.</u> <u>Claremore, OK 74017</u> <u>918-343-7845</u> <u>Aschroyer@rsu.edu</u>	<u>Confidential</u>
Student Health Center (Claremore)	Health Sciences Building 164 1701 W. Will Rogers Blvd. Claremore, OK 74017 918-343-7614 Lmartin@rsu.edu	Confidential

Community Resources	Contact Information	Confidentiality*
Claremore Police Department	918-341-1212	Non-Confidential
Bartlesville Police Department	918-338-4282	Non-Confidential
Pryor Police Department	918-825-1212	Non-Confidential
Rogers County Sheriff's Department	918-923-4755	Non-Confidential
Washington County Sheriff's Department	918-337-2802	Non-Confidential
Mayes County Sheriff's Department	918-825-3535	Non-Confidential
Rogers County District Attorney	918-923-4960	Non-Confidential
Washington County District Attorney	918-337-2860	Non-Confidential
Mayes County District Attorney	918-825-2171	Non-Confidential
DVIS Call Rape Helpline	918-743-5763	Confidential
Hillcrest Hospital Claremore	1202 N. Muskogee Pl. Claremore, OK 74017 918-341-2556	Confidential
Integrus Mayes County Medical Center	111 N. Bailey St. Pryor, OK 74361 918-825-1600	Confidential
Jane Phillips Medical Center	3500 SE. Frank Phillips Blvd. Bartlesville, OK 74006 918-333-7200	Confidential

Safenet Services – Rogers County	1219 W. Dupont Claremore, OK 74017 918-341-1424	Confidential
Safenet Services – Mayes County	19 N. Coo-Y-Yah Pryor, OK 74361 918-825-0190	Confidential
Family Crisis & Counseling Center, Inc.	622 SE Frank Phillips Bartlesville, OK 74003 918-336-1188	Confidential
Grand Lake Mental Health Center Crisis Line	800-722-3611	Confidential
Oklahoma Coalition Against Domestic Violence and Rape	405-524-0700	Confidential
Rogers County Community Services	918-341-9400	Confidential

* See section IV paragraph B for more detailed information regarding confidentiality regarding counselors, law enforcement agencies, medical professionals, and University personnel.

National Resources
www.Rainn.org (Rape, Abuse, and Incest National Network)
www.TitleIX.info (Title IX Information and Resources)

Students with complaints or questions about the University’s gender- based misconduct policy may choose to contact the U.S. Department of Education Office for Civil Rights (OCR), Kansas City Office:

One Petticoat Lane, 1010 Walnut Street, 3rd floor, Suite 320, Kansas City, MO 64106
Telephone: 816-268-0550 FAX: 816-268-0599 TDD: 800-877-8339 Email: OCR.KansasCity@ed.gov

XX. DEFINITIONS AND CONCEPTS

Coercion. Unreasonable pressure for sexual activity. When someone makes it clear that he or she does not want to engage in sexual activity or does not want to go beyond a certain point of sexual interaction, continued pressure beyond that point can be considered coercive. The use of coercion can involve the use of pressure, manipulation, substances, and /or force. Ignoring objections of another person is a form of coercion.

Consent. Consent requires unambiguous communication and mutual agreement concerning the act in which the participants are engaging.

- A sexual interaction is considered consensual when individuals willingly and knowingly engage in the interaction.

- Someone who is incapacitated (by alcohol or drug use, unconsciousness, disability, or other forms of helplessness) cannot consent.
- Consent cannot be procured by the use of physical force, compulsion, threats, intimidating behavior, or coercion.
- Consent to one form of sexual activity does not imply consent to other forms of sexual activity. Previous relationships or previous consent for sexual activity is not consent to sexual activity on a different occasion.
- Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another.
- Silence or the absence of resistance is not the same as consent.
- Consent can be withdrawn at any time.
- Previous consent does not mean ongoing consent. (For example, consent to certain acts at one point in an evening does not mean consent to the same acts later in the same evening.)
- How drugs and alcohol affect consent: Individuals should be aware of, and carefully consider, the potential consequences of the use of alcohol or drugs. Alcohol and other drugs can lower inhibitions and create an atmosphere of confusion over whether consent is freely and affirmatively given. If there is a question about whether someone consented to sexual activity after consuming drugs or alcohol, the University will examine the issue from the perspective of a reasonable person. Specifically, the University will consider whether the respondent reasonably should have known about the impact of alcohol and other drugs on the complainant's ability to give consent.
- The use of alcohol or drugs does not justify or excuse behavior that constitutes gender-based misconduct.
- The use of alcohol or other drugs never makes someone at fault for experiencing gender-based misconduct.

Complainant. The person making the allegation(s) of gender-based misconduct.

Dating Violence. The use of physical violence, coercion, threats, intimidation, isolation, stalking, or other forms of emotional, sexual or economic abuse directed towards a person who is or has been in a social relationship of a romantic or sexually intimate nature with the victim. This includes any behaviors that intimidate, manipulate, humiliate, isolate, frighten, terrorize, coerce, threaten, blame, hurt, injure, or wound someone. Dating violence can be a single act or a pattern of behavior in relationships.

Domestic Violence. The use of physical violence, coercion, threats, intimidation, isolation, stalking, or other forms of emotional, sexual or economic abuse directed towards (a) a current or former spouse or intimate partner; (b) a person with whom one shares a child; or (c) anyone who is protected from the respondent's acts under the domestic or family violence laws of Oklahoma. This includes any behaviors that intimidate, manipulate, humiliate, isolate, frighten, terrorize, coerce, threaten, blame, hurt, injure, or wound someone. Domestic violence can be a single act or a pattern of behavior in relationships.

Force. The use of physical violence and/or imposing on someone physically to engage in sexual contact or intercourse. Force can also include threats, intimidation (implied threats), or coercion used to overcome resistance.

Gender-based Harassment. Acts of aggression, intimidation, stalking, or hostility based on gender or gender stereotyping constitutes gender-based harassment. Gender-based harassment can occur if students are harassed either for exhibiting what is perceived as a stereotypical characteristic of their sex, or for failing to conform to stereotypical notions of masculinity or femininity. To constitute harassment, the conduct must unreasonably interfere with an individual's education or educational activities or create an intimidating, hostile, demeaning, or offensive academic or living environment.

Hostile Environment. A hostile environment may arise when unwelcome conduct of a sexual or gender-based nature affects a student's ability to participate in or benefit from an education program or activity, or creates an intimidating, threatening or abusive educational and/or living environment. A single, isolated incident of sexual or gender-based harassment may, based on the facts and circumstances, create a hostile environment.

Incapacitation. A state where a person cannot make a rational, reasonable decision because the person lacks the ability to understand his or her decision. ~~A person can become incapacitated as a result of disability, involuntary physical constraint, sleep, or consumption of alcohol or other drugs.~~ Incapacitation is the inability, temporarily or permanently, to give consent, because individual is mentally and/or physically helpless due to drug or alcohol consumption, either voluntarily or involuntarily, or the individual is unconscious, asleep or otherwise unaware that the sexual activity is occurring. Where alcohol is involved, incapacitation is a state beyond drunkenness or intoxication. Some indicators of incapacitation may include, but are not limited to, lack of control over physical movements, being unaware of circumstances or surroundings, or being unable to communicate for any reason.

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 (or attempts to commit same). Any intentional sexual touching, however slight, with any object without a person's consent and/or by force. 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 (or attempts to commit same). Any form of sexual intercourse (vaginal, anal, or oral) with any object without consent and/or by force. 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, **but are not limited to**: observing another individual's nudity or sexual activity or allowing another to observe nudity or sexual activity without the knowledge and consent of all participants; non-consensual streaming of images, photography, video, or audio recording of sexual activity or nudity, or distribution of such without the knowledge and consent of all participants; exposing one's genitals in non-consensual circumstances; and inducing incapacitation for the purpose of making another person vulnerable to non-consensual sexual activity.

Stalking. A course of conduct directed at a specific person that would cause a reasonable person to feel fear or suffer substantial emotional distress. Stalking involves repeated and continued harassment against the expressed wishes of another individual, which causes the targeted individual to feel emotional distress, including fear or apprehension. Stalking behaviors may include: pursuing or following; unwanted communication or contact -- including face-to-face, telephone calls, voice messages, electronic messages, web-based messages, text messages, unwanted gifts, etc.; trespassing; and surveillance or other types of observation.

Respondent. The person alleged to have committed gender-based misconduct.

Retaliation. Any adverse action, or attempted adverse action, against an individual (or group of individuals) because of their participation in any manner in an investigation, proceeding, or hearing under this Policy, including individuals who file a third-person report. Retaliation can take many forms, including sustained abuse or violence, threats, and intimidation. Any individual or group of individuals, not just a respondent or complainant, can engage in retaliation.

XXI. STATE LAW DEFINITIONS

In accordance with the Violence Against Women Reauthorization Act of 2013, please be advised that the following definitions are applicable should you wish to pursue Oklahoma state criminal or civil actions. These definitions may differ from the University's administrative policy definitions noted above. The University's administrative system and disciplinary procedures are separate and distinct from those available to someone in a state civil or criminal action. Individuals may seek administrative remedies in accordance with this policy and also may seek state or federal civil or criminal remedies for the same incident through the applicable systems. The definitions set forth below are reviewed and verified annually; for a more frequently updated resource, please consult Oklahoma's State Court Network site: <http://www.oscn.net>.

Definition of Consent. 21 O.S. §113:

The term “consent” means the affirmative, unambiguous and voluntary agreement to engage in a specific sexual activity during a sexual encounter which can be revoked at any time. Consent cannot be:

1. Given by an individual who:
 - a. Is asleep or is mentally or physically incapacitated either through the effect of drugs or alcohol or for any other reason, or
 - b. Is under duress, threat, coercion or force; or
2. Inferred under circumstances in which consent is not clear including, but not limited to:
 - a. The absence of an individual saying “no” or “stop”, or
 - b. The existence of a prior or current relationship or sexual activity

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-Rape in the Second Degree 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

Rape by Instrumentation. 21 O.S. §1111.1:

- A. Rape by instrumentation is an act within or without the bonds of matrimony in which any inanimate object or any part of the human body, not amounting to sexual intercourse is used in the carnal knowledge of another person without his or her consent and penetration of the anus or vagina occurs to that person.
- B. Provided, further, that at least one of the circumstances specified in Section 1111 of this title has been met; further, 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 conduct prohibited by this section of law with a person who is eighteen (18) years of age or older and is an employee of the same school system, or where the victim is under the legal custody or supervision of a state or federal agency, county, municipal or a political subdivision and engages in conduct prohibited by this section of law with a federal, state, 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, consent shall not be an element of the crime.

- C. Provided, further, that at least one of the circumstances specified in Section 1111 of this title has been met; further, where the victim is nineteen (19) years of age or younger and in the legal custody of a state agency, federal agency or tribal court and engages in conduct prohibited by this section of law with a foster parent or foster parent applicant.

Forcible Sodomy 21 O.S. §888:

- A. The crime of forcible sodomy shall include:
1. Sodomy committed by a person over eighteen (18) years of age upon a person under sixteen (16) years of age;
 2. Sodomy 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.
 3. Sodomy 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 victim or the person committing the crime;
 4. Sodomy committed by a state, county, municipal or political subdivision employee or a contractor or an employee of a contractor of the state, a county, a municipality or political subdivision of this state upon a person who is under the legal custody, supervision or authority of a state agency, a county, a municipality or a political subdivision of this state;
 5. Sodomy committed upon a person who is a least sixteen (16) years of age but less than twenty (20) years of age and is a student of any public or private secondary school, junior high or high school, or public vocational school, with a person who is eighteen (18) years of age or older and is employed by the same school system.
 6. Sodomy committed upon a person who is at the time unconscious of the nature of the act, and this fact should be known to the accused; or
 7. Sodomy committed upon a person where the person where the person is intoxicated by a narcotic or anesthetic agent administered by or with the privity of the accused as a means of forcing the person to submit.

Sexual Assault. 21 O.S. §142.20:

- a. Rape, or rape by instrumentation, as defined in Sections 1111, 1111.1 and 1114 of this title or:
- b. Forcible sodomy, as defined in Section 888 of this title.

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.



DIVISION of STUDENT AFFAIRS

Student Code of Responsibilities and Conduct
TABLE OF CONTENTS

Updated version approved by the Board of Regents of the University of Oklahoma, June 21, 2016

Student Rights, Responsibilities, and Expectations Policies

Rights and Responsibilities3

Definitions3

Non-Academic Code of Conduct4

Administration of Student Code6

Cases Requiring Administrative Action12

Facility Use.....12

Student Inclusion and Wellness Policies

Affirmative Action19

Discrimination19

Equal Opportunity19

Equal Opportunity Grievance Procedure.....19

Gender-Based Misconduct Policy for Students.....20

Health Related Policies.....40

Individuals with Disabilities41

Non-Academic Criteria in Admission42

Racial and Ethnic Harassment.....43

Academic Policies

Procedures for Student Records (FERPA)44

[Code of Academic Conduct](#) (link to Academic Policies & Procedures Manual, pages 57-70)

[Student Appeals Concerning English Proficiency of Faculty](#) (link to Academic Policies & Procedures Manual, pages 34-35)

[Final Grade Appeal Process](#) (link to Academic Policies & Procedures Manual, pages 70-72)

Two-Year and Four-Year Graduation Guarantee48

Campus Public Safety and Vehicle Policies

[Department of Campus Public Safety](#) (link to RSUPD website)

[Parking and Vehicle Registration](#) (link to RSUPD website)

[Traffic Regulations](#) (link to document attached to RSUPD website)

Technology Policies

[Computer Use](#) (link to document attached to ACS website)

[Email](#) (link to document attached to ACS website)

Cable TV and Telephone Use.....49

Student Rights, Responsibilities, and Expectations PoliciesSTUDENT RIGHTS AND RESPONSIBILITIES

Students of Rogers State University are guaranteed certain rights by the Constitutions of the United States and the State of Oklahoma and the Rogers State University Student Government Association. In recognition of those rights and in keeping with the values underlying them, the University respects the following student rights:

1. To pursue an education as long as University's applicable academic standards, policies, and laws are followed;
2. To certain procedural due process, including notice and an opportunity to be heard, upon being deprived of a right;
3. To request appropriate action from the administration for any violation of right guaranteed by this Code;
4. To establish or disseminate publications free from any censorship or other official action controlling editorial policy or content, in accordance with applicable regulations and University policy;
5. To invite and hear any speaker of choice on any subject, in accordance with applicable regulations and University policy;
6. To use campus facilities, in accordance with applicable regulations and University policy;
7. To peaceably assemble to demonstrate, inform, or protest, in accordance with applicable regulations and University policy;
8. To be secure in his/her possessions, against invasion of privacy, and unreasonable search and seizure;
 - a) Students have the same rights of privacy as any other citizens and surrender none of these rights by becoming members of the academic community.
 - b) When the University seeks access to a student's room in a residence hall to determine compliance with provisions of applicable multiple dwelling unit laws or for improvement or repairs, the University will attempt to give as early as practicable advance notice to the occupant. Entry without notice is permitted in emergencies or where immediate danger to life, safety, health, or property is reasonably feared or during fire drills.
 - c) Inspections of residence hall rooms may be performed to determine compliance with regulations concerning the use of institutional property.
 - d) The University will not conduct a search of a student's room in a University housing unit to determine compliance with federal, state, or local criminal law.
9. To form, join and participate in any student organization or group without regard to race, color, national origin, sex, sexual orientation, gender identity, gender expression, genetic information, age (40 or older), religion, disability, political beliefs or status as a veteran. Provided, in accordance with Oklahoma state law, a religious student association may choose to limit its membership or leadership based on the sincerely held religious beliefs, observances, or practices of the group; and
10. Not to be charged more than once for one incident by University's Code of Conduct.

The above provisions are general restatements of the rights of all citizens and do not create additional or special rights beyond those afforded by the constitutions and laws of the United States and the State of Oklahoma.

Enrollment in the University creates special obligations beyond those attendant with membership in the general society. In addition to the requirement of compliance with general law, the student assumes the obligation to comply with all University policies and campus regulations.

DEFINITIONS

When used in this Code...

- 1 The terms “University” and “RSU” mean Rogers State University, and collectively, those responsible for its control and operation.
- 2 The term “student” includes all persons taking courses at the University, both full-time and part-time.
- 3 The term “faculty” means any person hired by the University to conduct classroom activities. In certain situations, a person may be both “student” and “faculty.” Determination of status in a particular situation shall be controlled by the surrounding facts.
- 4 The term “registered” used in conjunction with student organization refers to compliance with the registration process.
- 5 The term “publication” means any printed, written, typewritten, or duplicated material published or disseminated, whether by students or non-students, that consists of other than primary promotional or advertising content, though publications may contain some advertising.
- 6 The term “shall” is used in the imperative sense.
- 7 The term “may” is used in the permissive sense.
- 8 The term “public place” for the purpose of restricting distribution and solicitation shall be solely limited to designated common areas. Soldier’s Field shall be considered a building.
- 9 The term “day” shall be limited to any day on which Rogers State University holds regularly scheduled class(es). “Regularly scheduled” shall include intersession (if any), the regular summer school period, and regularly scheduled final examination days.
- 10 All other terms have their natural meaning unless the context dictates otherwise.

NON-ACADEMIC CODE OF CONDUCT

1 Distinction Between Academic and Non-Academic Student Discipline

Academic conduct is generally considered to be related to the actions of students that are associated with the learning environment. Non-academic conduct includes all other forms of student behavior on University premises and University sponsored functions or generally related to the University community.

2 Student Code of Conduct

The University’s basic standard of behavior requires a student (a) not violate any municipal, state, or federal laws, or (b) not interfere with or disrupt the orderly educational process of Rogers State University. A student is not entitled to greater immunities or privileges before the law than those enjoyed by other citizens.

3 Authority

- .1 Authority is vested in the Board of Regents for the University of Oklahoma and the President of the University. This includes authority to control and regulate various aspects of student behavior through disciplinary means. Disciplinary authority and judicial latitude necessary to accomplish the discipline are delegated to the Vice President for Student Affairs. The decision of the Vice President for Student Affairs/ shall be final and not appealable except in cases of interim suspension, suspension, or expulsion, which may be appealed to the Committee on Student Conduct.
- .2 Generally, institutional discipline shall be applied only in response to conduct which adversely affects the University community’s pursuit of its educational objectives, violates or shows disregard for the rights of individuals within the University community; damages property; and/or violates local, state or federal law.

4 Prohibited Conduct

Each student shall maintain the highest standards of integrity, honesty, and morality and shall obey the University rules and regulations. The following is a non-exhaustive list of conduct that is prohibited and subject to disciplinary action.

1. Abusive conduct: Unwelcome conduct that is sufficiently severe and pervasive that it alters the conditions of education or employment and creates an environment that a reasonable person would find intimidating, harassing, or humiliating. The frequency of the conduct, its severity, and whether it is threatening or humiliating are factors that will be considered in determining whether conduct is abusive. Abusive conduct includes verbal abuse, physical abuse, or holding a person against his or her will. Simple teasing, offhanded comments and isolated incidents (unless extremely serious) will not amount to abusive conduct.
2. Alcohol violations: Possessing, using, providing, manufacturing, distributing, or selling alcoholic beverages on or off campus in violation of law or University policies.
3. Arson: The willful setting fire to or burning of a structure or its contents or the property of another.
4. Dishonesty: Manufacturing, possessing, providing, making, or using false information or omitting

relevant information to University officials or on University applications, forging, altering or misusing a University record or document, initiating a false report, and knowingly using or possessing forged, altered or false documents or records.

5. Disruption or obstruction of a University activity: Interference with, obstruction or disruption of University activities such as teaching, research, recreation, meetings, public events and disciplinary proceedings.
6. Drug violations: Possessing, using, providing, manufacturing, distributing, or selling drugs or drug paraphernalia in violation of law or University policies. This includes the use or possession of prescription drugs other than by the person prescribed or for a purpose other than what was prescribed.
7. Ethical or professional code violations, violation of licensure board rules and regulations, state and federal laws, and/or other applicable regulatory or privileges issues: as defined by the student's College or professional association or licensure board, as may be applicable to the student(s), or applicable laws or regulations.
8. Failing to abide by or complete a University sanction in a satisfactory manner: Failure to adhere to sanctions or engaging in other prohibited conduct while on disciplinary probation or suspension.
9. Failure to comply with the direction of a University official who is performing his or her duties.
10. Failure to keep records up to date: Failing to keep Admissions and Records notified of current school and/or permanent directory information, including email information.
11. Harassment, intimidation or bullying: Harassment, intimidation or bullying involves unwelcome conduct by an individual(s) that is sufficiently severe or pervasive that it alters the conditions of education, employment, or living environment and creates an environment that a reasonable person would find intimidating, hostile, offensive, undermining, humiliating, or denigrating.
- ~~11,12.~~ Hazing: Any action or situation that recklessly or intentionally endangers the mental or physical health, safety, or welfare of an individual for the purpose of initiation, participation, admission into or affiliation with any organization at the University, as defined by Oklahoma or federal law.
- ~~12,13.~~ Interfering with, obstructing or disrupting police or fire responses: Tampering with, impairing, disabling, or misusing fire protection systems such as smoke detectors, fire extinguishers, sprinklers, or alarms; failing to evacuate during a fire alarm; resisting arrest; failing to abide by the directions of police or fire personnel.
- ~~13. Mental harassment: Intentional conduct that is so extreme and outrageous that a reasonable person would not tolerate it.~~
14. Misuse of computing facilities: Misusing computer labs and equipment as well as technology resources including the Internet, University networks, computer software, data files belonging to others, email addresses and accounts belonging to others, University databases and violating University information technology computing policies.
15. Misuse or defacement of University property: Damage to or misuse of equipment, property, furniture, facilities and buildings belonging to the University.
16. Misuse or defacement of property belonging to another.
17. Retaliation: Taking any adverse action against a person because of, or in retaliation for, the person's reporting of a crime or violation of University policy, or in assisting in such a claim.
18. Sexual Misconduct: Violating the University's Gender-Based Misconduct Policy for Students.
19. Stalking (not gender-based): Willfully, maliciously, and repeatedly following or harassing another person in a manner that would cause a reasonable person to feel frightened, intimidated, threatened, harassed, or molested.
20. Theft: Possessing property that is known or should have been known to be stolen, taking property without the consent of the owner, even with intent to return the property, or obtaining property by false pretenses.

21. Unauthorized entry or exit or attempted entry or exit: Entering or exiting or attempting to do the same without authority or consent with respect to University facilities, property belonging to another and fraternity and sorority houses.
22. Violation of local, state, federal law or University regulation or policy.
23. Weapons violations, possession of weapons, firearms, explosives, fireworks, ammunition or incendiary devices on campus: Actual or constructive possession or control of any weapon, including but not limited to air pistols, air rifles, lock blades, fixed blades, knives with a blade longer than four inches, blackjacks, metal knuckles, chemical substances, bombs, or any other device found to be a violation of this Code by Student Conduct. Instruments designed to look like any of the above are included in this prohibition.

ADMINISTRATION OF STUDENT CODE

I. Directors

Under the direction of the Vice President for Student Affairs (VPSA), the Director of Student Development shall be primarily responsible for the administration of the student conduct system. The Director of Residential Life or designee will be responsible for resolving disciplinary problems resulting from the violation of regulations within University housing according to the Student Code (“Code”), the Housing Application and Contract, and the Residential Life Handbooks. Violations of the Gender-Based Misconduct Policy for Students will be handled according to the policies and procedures set forth in that document.

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. Honesty Standard

- A. **Individuals are not required to answer any questions that are asked; however, any information an individual chooses to provide must be true and correct to the best of their knowledge. An individual who intentionally provides false or misleading information will be charged with falsifying information. Additionally, a pattern of lying or fabrication will be considered when imposing sanctions.**

VI. 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. Alcohol or Other Drugs Abuse Assessment: Alcohol or Other Drugs Abuse Assessment is an assessment through Counseling Services regarding alcohol and other drugs abuse. The assessment is confidential; however, verification of attendance and completion is required. Students may also be sanctioned to complete additional counseling based on the assessment by Counseling Services.
5. Anger Management Assessment: Anger Management Assessment is an assessment through Counseling Services regarding anger management. The assessment is confidential; however, verification of attendance and completion will be required.
6. No Contact: A No Contact restricts a student or anyone acting on their behalf from having any form of verbal or nonverbal contact with another community member. This includes, but is not limited to face to face interactions, social networking, letters, phone calls, texts and emails.
- 4.7. Restitution: Paying for physical or property damage, losses, or misappropriation, either monetarily or by the performance of specific duties.
- 5.8. 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.
- 5.9. Cancellation of student housing contract subject to the terms and conditions set forth in the contract.
- 6.10. 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.
- 7.11. 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).
12. Parental/Guardian notification as permitted by federal law.
- 8.13. Withholding an official transcript or degree.
- 9.14. Prohibition against readmission.
- 10.15. Denial or non-recognition of a degree.
- 11.16. Loss of or ineligibility for a student scholarship, grant, or loan.

~~12.17.~~ 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.

~~13.18.~~ 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

VII. 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.~~
 - ~~3.2.~~ An error that significantly prejudiced the rights of the defendant.
 - ~~4.3.~~ Significant new information discovered after which could not with reasonable diligence have been discovered and introduced at 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 only hear all appeals of ~~interim suspension~~, suspension, or expulsion resulting from non-academic misconduct.

VIII. 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.

VIIIX. 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.

XI. 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.

B. 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.

CASES REQUIRING ADMINISTRATIVE ACTION

Voluntary Withdrawal for Psychological Reasons

When a student initiates a voluntary withdrawal from the University for psychological reasons, the general guidelines established by the University will be followed. This process is initiated by the student, beginning with the Office of Student Affairs. Documentation is required if a student is seeking reimbursement. The evaluation

will be reviewed by both the Office of Student Affairs and the Office of Academic Affairs as to the appropriateness of determining withdrawal status.

Immediate Interim Withdrawal or Interim Suspension

In cases where a student poses an imminent threat of safety to the University community, the Vice President for Student Affairs may order immediate interim withdrawal or interim suspension.

FACILITY USE POLICY FOR REGISTERED STUDENT ORGANIZATIONS AND INDIVIDUAL RSU STUDENTS

I. POLICY OVERVIEW

Rogers State University (University) strives to provide for the free exchange of ideas and opinions. To that end, registered student organizations (RSOs) and individuals currently enrolled in Rogers State University classes (Students) may use defined University facilities for their activities in accordance with the policies adopted by the Vice President for Student Affairs, coordinated by the Student Activities Coordinator and defined herein. The goals of the policies governing the use of University facilities by RSOs and students shall be to facilitate the orderly conduct of the educational process and to facilitate the regular, efficient, and consistent use of University facilities.

The University is a large campus with many public, private, and limited access/use locations, including public sidewalks, public lawns, specially landscaped lawns, traditional areas of free speech, administrative buildings, classroom facilities, athletic facilities, commercial facilities, leased facilities, music halls, theaters, and other facilities. Not all locations are available for use by RSOs/students at all times.

Nothing herein creates any contractual, constitutional or other legal rights on behalf of the students, RSOs or others regarding the use of University property/facilities. No traditional public forum is intended to be created by any policy contained herein. The University reserves the right to amend, modify, or delete any of the policies contained herein at any time and in its sole discretion.

II. REQUESTING OUTDOOR LOCATIONS

A. Public Areas for RSOs/Students

There are several public areas located on the University campus that are open to students and RSOs for free speech, protests, leafleting, etc. and require no reservation or notice (unless use also includes the placement of tables, booths, structures, large displays, vehicles, sound, audio or PA systems, or when assistance is needed from the University, in which case reservations as noted in Paragraph B below are required). Although not required, Student Affairs requests that RSOs/individual students notify the University of the use of such locations to ensure the space can accommodate such request, to ensure that no disturbance of the University's educational mission occurs, to ensure it is not in conflict with other prior requests for the area, and so that the University can assist in reserving the requested location. Notifications may be made by calling Student Affairs: 918-343-7579 or by email addressed to: student_affairs@rsu.edu.

The public areas for use by RSOs/Students include all sidewalks, and the following areas:

- Claremore Campus: Lawn to the west of the Centennial Center
- Claremore Campus: Lawn between Chapman Dining Hall and the University Village Club House
- Claremore Campus: Lawn between Bushyhead Fieldhouse and the Will Rogers Auditorium
- Bartlesville Campus: Outdoor congregating areas do not currently exist on this campus
- Pryor Campus: Lawn between the circle drive and highway 69A

Reservations are required to use other outdoor areas of campus not specifically identified above. All of the above areas may be used on a first-come, first-served basis unless another RSO/student has specifically

reserved the space. RSOs/Students cannot reserve these locations through place holders except by providing the University with advance notice. Provided, however, where 72 hours advance notice has been given and approved for items noted in Subsection IV B below, such use shall be given priority where feasible.

Under no circumstances shall an event, speech, protest, etc. in these areas interfere with the space already reserved for another event; disrupt University operations, including classes; impede ingress/egress of sidewalks, roadways, or any building; create a clear and present danger to the public; be unlawful in anyway; or disrupt another student or individual's right to expression.

B. 3-Day Notice Requirement for the Use of the Above Locations

Should an RSO/student desire to utilize any structure, large display, vehicle, table, equipment, booth, sound or audio systems, or in instances where there is need of University assistance, Student Affairs (who will promptly notify the Physical Plant) must be notified three (3) business days in advance of such use to ensure the space can accommodate such request, to ensure that no disturbance of the University's educational mission occurs, and to ensure it is not in conflict with other prior requests for the area. If the requesting person/group does not commence utilizing the space within 30 minutes of its requested time, the person/group will have forfeited its reservation. Not all requested accommodations from the University (lighting, tents, etc.) can be provided within three (3) business days. Accordingly, the University requests reservations needing accommodations from the University provide at least two weeks' notice.

C. General Rules

1. When requests by RSOs/students for the use of outdoor University facilities must be submitted as noted above, they are submitted to Student Affairs for scheduling. To reserve those outdoor University facilities requiring a reservation, RSOs/students must complete an Event Registration Form available at <http://www.rsu.edu/wp-content/uploads/2015/06/SGA-EventRegistrationForm09-25-15.docx> and submit it to Student Affairs a minimum of three (3) working days in advance of the date requested.
2. Requesting RSOs/students must be in good standing with the University and fully comply with policies governing use of University facilities. RSOs/students failing to abide by this policy may have outdoor use privileges suspended.
3. Generally, RSOs and individual students may request to reserve only one outdoor location on any day. The Student Activities Coordinators may grant exceptions provided justification for the extension is submitted along with the request. Such decision shall be guided by the need for the outdoor areas by other RSOs, students and others, the availability of other locations, the costs associated with providing other locations, and the actual need, as opposed to speculative need, identified by the RSO or student (e.g. RSO or student attempting to reserve space not necessary to further their use but merely to prevent others from utilizing the facility).

III. REQUESTING CLASSROOM OR INDOOR FACILITIES BY REGISTERED STUDENT ORGANIZATIONS

- A.** Because the mission of Rogers State University is to teach and promote academic excellence, the educational purpose of the University must be maintained at all times. To avoid conflict with the teaching goals of the University, the following policies must be followed when using classrooms or indoor facilities:
1. Buildings on the academic campus are primarily for academic purposes (i.e. scheduled classes, departmental programs) and such use takes priority over any other type of use.
 2. Programs sponsored by branches of the Rogers State University Student Government Association (SGA), which include the SGA Executive Branch, SGA Student Congress, and Campus Activities Team (CAT), have first priority followed by programs sponsored by RSOs, and then individual student use.
 3. Classroom space and some indoor facilities may not be available for use by RSOs and individual students during the first three weeks of each academic semester in order to accommodate necessary academic class adjustments.
 4. Classroom and indoor facility space with a capacity of 100 or more is at a premium at the University.

EXHIBIT B

The multi- functional uses of these spaces – classes, films, speakers, etc. – result in a high demand for reservations by University departments and RSOs. To ensure equitable accessibility, RSOs and individuals may reserve these classrooms one time only during any given week.

5. To avoid reservation conflicts between RSOs and official University programs, reservation requests by RSOs must be made two weeks in advance and will be considered tentative until 5 days before the date requested. It is the responsibility of the RSO to confirm the reservation, and reservations are on a first-come, first-served basis.
 6. Conferences, statewide or regional meetings, or similar events will normally be scheduled in University facilities designed for that purpose. However, these events may be scheduled by RSOs in academic buildings if the *Rules Governing Facility Use* (VII of this Policy) are met.
 7. Unless authorized by Student Affairs, RSOs and individual students may not use classrooms or other indoor facilities after 10 p.m. for security reasons.
- B.** In addition to the [Event Registration Form](#), requests by RSOs for the use of University classroom and indoor facilities must be submitted to the appropriate Building Warden (see Appendix A). Building Wardens may be contacted by phone, email, or in person, but ultimately written confirmation of reservation must be submitted to Student Affairs as an attachment to the Event Registration Form. The Student Activities Coordinator will contact the reserving party once all appropriate approvals are received, which includes Building Warden and Physical Plan approval. The requesting organization must be in good standing with the University and fully comply with policies governing use of University facilities. RSOs failing to abide by this policy may have classroom use privileges suspended. The Student Activities Coordinator processes these requests.
- C.** Scheduling of University facilities for RSO use will be made for only the current semester or session. Each request must be submitted and processed separately.
- D.** Facilities generally may be scheduled for a period of up to four (4) hours. The Student Activities Coordinator may grant exceptions provided justification for the extension is submitted along with the request, identifying why additional time is needed for the event. The Student Activities Coordinator may consult with Vice President for Student Affairs or other appropriate University personnel to determine whether extended time shall be given. Assuming there are no conflicts regarding the use of the requested facility, and assuming no actual disruption of the educational mission of the University or its daily operations is likely to occur because of the extension, most extensions will be granted. Requests for use of facilities for periods longer than four hours may require that the RSO provide additional security as defined in Section V, and additional facility use fees or other criteria as determined by the Student Activities Coordinator in light of the needs of the event, the costs associated with the requested facility and the likelihood of actual disruption caused by the event. Review and approval by the Physical Plant will be facilitated by the Student Activities Coordinator, as after-hours events typically require adjustments be made to the HVAC systems as well as possible schedule adjustments for custodial services, etc.
- E.** The University does not charge a facility use fee for classroom or indoor facility use to RSOs or for University sponsored events where only the University community is invited. However, a reasonable fee may be charged for costs associated with opening and maintaining the facility for the event as well as any clean-up charges associated with use of the facility. For events in the Centennial Center and Chapman Dining Hall, Sodexo will, at its discretion, charge a reasonable set up fee for tables, chair arrangements, etc.
- F.** Arrangements and payment for electricity, trash receptacles, and/or any equipment such as platforms, chairs, microphones, etc., must be made directly with Physical Plant for all campus facilities except the Centennial Center and Chapman Dining Hall, which are coordinated through Sodexo. RSOs using SGA funds must obtain a purchase order before charging anything to a SGA account.

IV. REQUESTING FACILITIES ON ATHLETIC EVENT DAYS OR MAJOR CAMPUS EVENT DAYS

- A.** The University hosts numerous athletic and other major campus events. These events attract large crowds. Use of facilities and outdoor property may be limited or restricted on the days of these events depending on the anticipated number of people in attendance, the location of the facility and the location of the athletic or other major campus event.
- B.** The Executive Assistant to the Athletic Director coordinates all requests for events on athletic event days with the Athletic Department

- C. Facilities where athletic and other major campus events occur may not be available for use before, during, and after those events.
- D. To ensure the safety of attendees and to ensure there is no impediment of ingress and egress to the facility, no picketing, leafleting, handbilling, peddling or other displays shall be permitted within 300-feet of the facility hosting the event on the day of such an event. Provided, however, such activities by RSOs/students are permitted on all remaining public areas and public sidewalks, as defined in Article VII (A) below. RSOs and students must ensure these activities do not disturb the educational mission of the University or its daily operations and must not impede individuals' abilities for ingress and egress.

V. SECURITY

The University wants to provide a safe and secure environment for its community. The University realizes that there are individuals who criminally prey on those attending special events, become involved in affrays, and otherwise disturb events, causing injury, or the defacement of property. During all special events, the following minimum standards will apply:

- A. The Director of the RSU Police Department (RSUPD), or his/her designee, shall have the final decision-making capability and will decide how many police officers will be present, if any, and how many security personnel will be present, if any, after being properly advised as to the facts surrounding the event and the likelihood of potential disruptions or security threats, based on the history of the event in other areas, room size, value of the property, number of entry and exit points, daytime/nighttime use, estimated crowd size, and the nature of the area hosting the event.
- B. The Student Activities Coordinator, in conjunction with the RSUPD Director, or his/her designee, shall review security requirements for all events scheduled outdoors or in classroom facilities. When the RSUPD Director determines that additional security beyond that normally provided is necessary, the Student Activities Coordinator shall so inform the RSO/student. The RSO/student shall be responsible for the cost of additional security. If an event requires reserved parking, it should be noted on the Event Registration Form so the Student Activities Coordinator and RSUPD Director can make necessary arrangements as practicable.

VI. FACILITY DEPOSIT CHARGES AND DAMAGE RECOVERY

A. *Classroom and Other Facilities*

The University does not charge a facility use fee for classroom or indoor facility use to RSOs or for University sponsored events where only the University community is invited. However, to ensure continued use of University facilities, including those scheduled and serviced by Sodexo, by RSOs and individual students, it is important that the facility be left clean and as found prior to use. Therefore, RSOs and individual students may be charged for costs associated with opening and maintaining the facility for the event as well as any clean-up charges associated with use of the facility.

If an RSO or individual student sponsors an event where the public-at-large is invited, the University may charge a standard fee for facility use. Fees are charged depending on the timing of the event, the nature of the event, the nature of the facility, the length of the event, costs associated with opening and maintaining the facility for the event as well as any clean-up charges associated with use of the facility.

B. *Other Facilities*

Facilities may have cancellation policies and damage policies specific to the facility. RSOs and individual students are advised to be fully knowledgeable of those policies at the time of reservation.

C. *Damages*

RSOs/students shall be responsible for any cost to clean or repair damage. Damages will be deducted from the RSO's student organization account and/or appropriated SGA funds for the event, or charged to the individual student's account. Payment will be required before any other University facilities may be used by the individual student or the RSO or its individual officers.

VII. RULES GOVERNING FACILITY USE

- A.** Use of University facilities may not disturb or disrupt the continuity of the educational process and must be otherwise consistent with the educational mission of the University and should typically be scheduled between the hours of 7 a.m. and 10 p.m., Sunday through Saturday, unless authorized by the Student Activities Coordinator.
- B.** Unless otherwise permitted (e.g. fundraising for student organizations, University-related vendor/licensing arrangements), University facilities or properties may not be used for personal profit or gain. Advertising encouraging students at the University to purchase reports and/or research material done by others requiring the reader to send money to obtain further information on the product is not acceptable.
- C.** Attendance must not exceed the capacity of the facility requested.
- D.** The physical characteristics of the facility requested must be appropriate for the activities planned.
- E.** No weapons are permitted on campus, including swords.
- F.** The facility request must comply with all requirements of this policy and other applicable regulations and policies.
- G.** Permission to host a concert or operate a sound truck or a public address system at any time on the University campus or adjacent streets must be secured from the Student Activities Coordinator in accordance with Section II above.
 - 1. The use of loudspeakers near academic buildings and student campus residences is prohibited from 7:30 a.m. to 5 p.m., Monday through Friday and 8 a.m. to noon Saturday and Sunday, except as authorized by the Student Activities Coordinator who may consult with the Director of Residential Life, Vice President for Academic Affairs, and/or Vice President for Student Affairs to make a determination, and except during Residential Life quiet hours (10 p.m. to 10 a.m.) and as prohibited by City of Claremore ordinance.
 - 2. No bands or loud music are allowed in classrooms at any time.
 - 3. Noise levels must be kept to a minimum during any organization meeting, rehearsal, or performance taking place in academic facilities. RSOs are expected to remember that classes and other meetings may be taking place around them. If complaints are received, the RSO's privileges to use academic facilities may be suspended.
- H.** Any RSO or individual RSO's officers or individual students misusing University facilities are subject to being charged under the provisions of the Code of Student Conduct. Complaints of misuse will be forwarded to the Office of Student Development. Misuse includes, but is not limited to, use of reservable University facilities without filling out the online reservation, failing to notify Student Activities Coordinator where required, failing to receive permission for such use, disrupting the educational process, or damaging the facility.
- I.** RSOs and RSO officers and advisers will be responsible for organization's activities and conduct during an event, and the prompt payment of expenses incurred. The individual applying for or reserving the facilities must be present throughout the event. If the individual applying for or reserving the facilities is not present, the University will consider this "fronting" as defined herein and will order the event to cease.
- J.** Facilities should be left clean and as found prior to use, subject to inspection by University staff.
- K.** There may be times when the high legal risk of damage to persons or property exists, the RSO and its individual officers and individual students reserving facilities may be asked to agree to indemnify, defend and hold the University, its officers, employees, agents, current and former Regents harmless from any and all claims arising out of the RSO's or the individual student's use of University facilities, including but not limited to any claims of personal injury, strict liability, products liability, environmental claims or negligence.
- L.** Decorations shall not include items that cannot be easily removed after an event without damage.
- M.** Events where minors (under the age of 18) may be in attendance are required to have adult supervision at all times and must comply with the University's Minors on Campus Policy.
- N.** The University prohibits the unlawful possession, use, manufacture, or distribution of alcohol and other drugs by students and employees on university owned or controlled premises, as a part of any university sponsored activities, or in the work place. The consumption or distribution of alcoholic beverages is governed by the following policies: "Policy On Alcohol & Substance Abuse" (Student Code), "Prevention of Alcohol Abuse and Drug Use on Campus and in the Workplace" (Employee Policies & Procedures), and "Prevention of Alcohol Abuse and Drug Use on Campus and in the Workplace" (OU Board of Regents Policy Manual).
- O.** *Facility Use for Political Activity by RSOs*

Rogers State University is committed to protecting free speech rights of its students, faculty and staff. Assuming responsibility for the use of University facilities includes protecting the rights of speakers to be heard, the rights of the University community to hear speakers, and the reputation of the University as a center for free speech and scholarly inquiry. However, such speech and advocacy may be exercised in the University facilities at such times and places and in such manner as to ensure orderly conduct, the least possible interference with University responsibilities as an educational institution, protection of the rights of individuals in the use of University facilities and reasonable protection of persons against practices that would make them involuntary audiences. Political campus organizations shall have access to University facilities on the same basis as all other campus organizations in keeping with the rights of all members of the campus community to express political views. All political organizations are to be assessed the usual costs for the use of these facilities. A policy of nonpartisanship and neutrality will govern the University at all times in its relationship with elected officials or persons campaigning for public office.

1. Political RSOs may be provided facilities on the same terms as other (non-political) RSOs for campus-related (non-political) activities. If the public at-large is invited to an RSO political event, (as opposed to only the University community being invited), the RSO will not be charged the standard facility rate charged to the public for such use. Such events are not considered “fronting” as defined herein. Standard fee schedules for RSOs as well as those fees charged to the general public may be requested of any venue.
2. Except as provided herein, RSOs may not use University facilities to promote or to oppose the campaign of a candidate for public office.
3. There may be no fundraising during the RSO political event.

VIII. PUBLICITY

- A.** Advertising must not begin until reservation, if required, of the facility has been confirmed.
- B.** 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.
- C.** 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.
- D.** All posters, flyers, and other printed materials to be placed on University bulletin boards or offered for free distribution must either appear in English, or the poster, flyer or other printed materials must be provided to Student Activities Coordinator, along with English translations signed and certified as accurate by a student organization officer, prior to distribution.
- E.** All printed materials that announce an event or program, including invitations, news releases, fliers and newsletters, must include information to offer accommodations. An appropriate phrase to offer accommodations is: “Accommodations on the basis of a disability are available by contacting (name, address, phone) by (date).”
- F.** RSOs and individual students shall not imply, infer, or otherwise state that the views it expresses are those of the University.
- G.** To ensure the campus remains litter free, RSOs or individual students engaged in excessive leafleting, pamphleting, posting flyers, etc. may be asked to clean up the materials handed out or posted after activity has concluded. RSOs or students failing to do so may be charged for cleanup costs or issued a citation for littering.

IX. SOLICITATION

- A.** Solicitation shall be prohibited on campus except for solicitation by RSOs or branches of the SGA, which may occur in conjunction with regular student activities and campus events with the approval of the

Student Activities Coordinator, or where in conjunction with vendor or licensing agreements with the University.

B. Fronting is strictly prohibited.

C. Fronting

1. "Fronting" is defined as permitting a non-University individual or organization to use University space/facilities and services under the guise that the activity is a University- sponsored program in order to avoid payment. Fronting is prohibited by University policy.
2. Non-University individuals/organizations are required to request use of University space through Sodexo or individual Building Wardens (see Appendix A) and pay for use of space and services in accordance with current policy and fee schedules. Any sponsoring University individual or organization that reserves space for the purpose of allowing non-University groups or vendors to advertise, hold meetings, and/or sell items without the express understanding and permission of the Student Activities Coordinator is participating in fronting for the organization.
3. Violation of this policy by an individual student or RSO may result in student misconduct charges.

X. INDIVIDUAL STUDENT USE OF FACILITIES

- A.** Individual students requesting use of University facilities to demonstrate, inform, or protest should contact Student Affairs for a current list of locations. Some locations are open for demonstration without reservation as noted above; others may require advance notice or reservation depending upon the location or the use of the area as noted herein.
- B.** Individual students are not permitted to use University facilities for political campaigning, solicitation or fundraising except as provided for in this policy.
- C.** Individual students requesting use of University facilities must comply with the regulations defined in this policy for RSOs.

XI. APPEALS PROCESS

Should an application for use of a University facility be denied in any fashion, applicants may seek an appeal by submitting the [Student Complaint/Grievance Reporting Form](#) to the Vice President for Student Affairs or other executive officer responsible for the facility within 72 hours of the denial. A determination shall be made by that executive officer, or his/her designee, within 24 hours before the event. The decision of the executive officer, or his/her designee, shall be final and binding.

Student Inclusion and Wellness Policies

AFFIRMATIVE ACTION

The Affirmative Action Plan at the University serves to supplement the Regents' policy on equal opportunity as it pertains to employment, and it is an integral part of the employment policies of the Board. The principal objectives are:

- 1 to assure all persons equal opportunity for employment and advancement in employment regardless of race, religion, disability, color, political beliefs, national origin, sex, gender identity, gender expression, age, or status as a veteran;
- 2 to meet institutional responsibilities under the applicable provisions of the Civil Rights Act of 1964 and commitments as a federal contractor under Executive Order 11246 and Executive Order 11375;
- 3 to take positive actions in the recruitment, placement, development, and advancement of diversity in University employment.

DISCRIMINATION POLICY

The University has a policy of internal adjudication in matters relating to alleged discrimination. Any faculty member, staff member, or student, including those on temporary or part-time status, who believes that he or she has been discriminated or retaliated against should file a complaint as provided under the Racial and Ethnic Harassment Policy. Any attempt to penalize or retaliate against a person for filing a complaint or participating in the investigation of a complaint of discrimination and/or harassment will be treated as a separate and distinct

violation of University policy. Complaints should be filed with the University Equal Opportunity Officer (Vice President for Student Affairs, 201 Centennial Center, Claremore Campus, 918-343-7599).

EQUAL OPPORTUNITY

Rogers State University and the Board of Regents of the University of Oklahoma, in compliance with the applicable provisions of Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Section 402 of the Readjustment Assistance Act of 1974, the Americans With Disabilities Act and other federal and state laws and regulations do not discriminate on the basis of race, color, national origin, sex gender identity, gender expression, age, religion, disability, political beliefs or status as a veteran in any of its policies, practices, or procedures. This includes but is not limited to admissions, employment, financial aid, and educational services.

EQUAL OPPORTUNITY GRIEVANCE PROCEDURE

1 Who May Use Procedure

The grievance procedure embodied herein shall be available to any person who, at the time of the acts complained of, was employed by, was an applicant for employment with, or was enrolled as a student at the University.

2 Filing of Complaint

This procedure applies to persons who have complaints alleging discrimination based upon race, color, national origin, sex, gender identity, gender expression, age, religion, disability, political beliefs, or status as a veteran or complaints alleging sexual harassment, or retaliation. Such persons may file their complaints in writing with the University Equal Opportunity Officer.

Complainants who exercise their right to use this procedure agree to accept its conditions as outlined.

Where multiple issues exist (e.g., violation of due process and grade appeal), the complainant must specify all of the grounds of the grievance of which the complainant knows or should have reasonably known at the time of filing. A grievance filed under this procedure may normally not be filed under any other University grievance procedure. Depending on the nature of the issues involved, the complainant will be advised by the University Equal Opportunity Officer or his or her designee about the appropriate procedure(s) to utilize.

3 Timing of Complaint

Any complaint must be filed with the University Equal Opportunity Officer within 180 calendar days of the act of alleged discrimination, harassment, or retaliation. The University Equal Opportunity Officer may reasonably extend all other time periods.

GENDER-BASED MISCONDUCT POLICY FOR STUDENTS

I. INTRODUCTION

Rogers State University (“University”) is committed to fostering an environment that is free from gender-based discrimination and harassment, including sexual assault and all other forms of gender-based misconduct. The University recognizes its responsibility to increase awareness of such misconduct, prevent its occurrence, support victims, deal fairly and firmly with offenders, and diligently investigate reports of misconduct. In addressing issues of gender-based misconduct, all members of the University must come together to respect and care for one another in a manner consistent with our deeply held academic and community values.

The University complies with Title IX of the Higher Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities. This Policy and the accompanying Procedures are intended to ensure a safe and non-discriminatory educational environment and comply with Title IX and other applicable laws.

Gender-based misconduct comprises a broad range of behaviors focused on sex and/or gender that may or may not be sexual in nature. Sexual harassment, sexual assault, sexual exploitation, gender-based harassment, stalking, domestic violence, and dating violence are all forms of gender-based misconduct. Gender-based misconduct can occur between strangers or acquaintances, or people who know each other well, including between people involved in an intimate or sexual relationship. Gender-based misconduct can be committed by anyone regardless

of gender identity, and it can occur between people of the same or different sex or gender. The University does not tolerate any form of gender-based misconduct, and all gender-based misconduct is prohibited by this Policy.

To further the goal of eliminating gender-based misconduct from its community, the University offers: (1) educational and preventative programs; (2) services for victims and others affected by gender-based misconduct; (3) accessible, prompt, and fair methods of investigation and resolution of reports of misconduct; and (4) protections designed to prevent against recurrence.

This Policy and the accompanying Procedures set forth how the University defines and addresses gender-based misconduct involving students. The Policy first specifies prohibited conduct. It then describes available resources and reporting options, and explains whether and to what extent interactions with various resources are confidential. Finally, the Policy discusses measures that may be available in particular cases to support and assist students. The Procedures spell out the investigation, hearing, the sanctioning process, and the affected students' rights in connection with the process.

The University is founded on the principles of free speech and academic freedom. These principles create a stimulating and challenging learning environment. They promote discourse on ideas. Accordingly, nothing in this policy shall be construed to inhibit or abridge these principles. This policy does not apply to curriculum or in any way prohibit or abridge the use of particular textbooks or curricular materials.

II. SCOPE OF THE POLICY AND PROCEDURES

This Policy governs gender-based misconduct involving students that: (1) occurs on any University campus or in connection with University programs or activities; (2) creates a hostile environment for University students; or (3) involves a respondent who is a current undergraduate, graduate, or professional student at the University. The Policy applies regardless of a person's gender, gender identity, gender expression, sexual orientation, age, race, nationality, class status, ability, religion, or other protected status.

The Procedures describe the investigation and disciplinary process that apply when the respondent is a current undergraduate, graduate, or professional student at the University, including students on leave. If the respondent is affiliated with the University but is not a University student, different procedures apply to the investigation and disciplinary process. If the respondent is a University employee, faculty, or other person doing business with the University, the investigation and disciplinary processes described in Personnel Policies and Procedures Manual apply.

Students are entitled to appropriate support from the University and to be treated with respect, dignity, and sensitivity in connection with all gender-based misconduct incidents. The University's Title IX Coordinator serves as the central point of contact for all University students affected by gender-based misconduct.

Note: While this Policy and the Procedures identify the University office or employee who will typically perform certain roles or duties, the University may designate other University offices or employees to perform any roles or duties described in the Policy or Procedures.

III. PROHIBITED CONDUCT

Gender-based misconduct comprises a broad range of behaviors focused on sex and/or gender that may or may not be sexual in nature. Any intercourse or other intentional sexual touching or activity without the other person's consent is sexual assault, which is a form of gender-based misconduct under this Policy. Sexual harassment, sexual exploitation, gender-based harassment, stalking, domestic violence, and dating violence are also forms of gender-based misconduct. Intimidation for one of these purposes is gender-based misconduct, as is retaliation following an incident of alleged gender-based misconduct or attempted gender-based misconduct. Misconduct can occur between strangers or acquaintances, or people who know each other well, including between people involved in an intimate or sexual relationship, can be committed by anyone regardless of gender identity, and can occur between people of the same or different sex or gender. This Policy prohibits all forms of gender-based misconduct.

A. Consent

Any non-consensual sexual activity is gender-based misconduct. Consensual sexual activity requires unambiguous communication and mutual agreement for the act in which the participants are involved. Sexual activity accompanied by coercion or force is not consensual. A person cannot give consent if he or she lacks the ability to make or understand the decision because of disability, lack of sleep, consumption of alcohol or drugs, or if he or she is unwillingly physically constrained. A sleeping or unconscious person cannot give consent. The use of alcohol or drugs does not justify or excuse gender-based misconduct and never makes someone at fault for experiencing gender-based misconduct.

B. Examples of Gender-Based Misconduct

Specific categories of gender-based misconduct and other important definitions used in this Policy are included in the Definitions section following the Procedures, along with scenarios illustrating specific instances of gender-based misconduct. For purposes of illustration, the following list sets forth examples of conduct that could constitute gender-based misconduct under those definitions:

- Coercion for a date or a romantic or intimate relationship
- Unwelcome touching, kissing, hugging, or massaging
- Use of unwanted force in connection with sexual activity or attempted sexual activity
- Sexual contact with a person who has not clearly consented
- Unwelcome remarks about the private parts of a person's body
- Belittling remarks about a person's gender or sexual orientation based on 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, University Public Safety or others at the University. The Campus and Community Resources included near the end of this policy offers a chart summarizing the confidentiality obligations of different categories of University personnel with respect to reports of gender-based misconduct. Even when University employees have an obligation to report to others, which means their office is described as "non-confidential" under this Policy, they will protect and respect students' privacy to the greatest extent possible and share information only on a need-to-know basis. Any of the staff listed as Resources will be able to explain their reporting obligations in more detail.

C. Advocacy and Counseling Services and Healthcare Providers (Confidential)

The University provides confidential advocacy, crisis counseling, and limited medical services. Advocates, counselors, and healthcare providers can provide students with immediate and long-term help. Conversations with

EXHIBIT B

them are confidential, except as described in the Resources listing following the Procedures. They will listen, help access additional assistance, and explain options for obtaining additional support from the University and others. They can also arrange for medical care and accompany students, or arrange for someone to accompany students, to seek such care. Students may use these resources whether or not they decide to make an official report or participate in University disciplinary proceedings or the criminal process. These advocates, counselors, and healthcare providers are familiar with the University's disciplinary process, can explain what to expect, and provide support while disciplinary or criminal processes are pending. If a confidential resource person operates in another University capacity outside the scope of his/her confidential status, for example, a licensed professional counselor who also teaches University classes, and a student discloses an incident of gender-based misconduct to that individual while operating, in this example, as an instructor, that instructor will not be operating as a confidential employee and is obligated to report the alleged incident to the Title IX Coordinator.

D. Title IX Coordinator (Non-Confidential)

The University has designated a Title IX Coordinator ("Coordinator"), assisted by Deputy Title IX Coordinators, to support and provide assistance to students affected by gender-based misconduct. The Coordinator does not act as an advocate, but is a neutral resource available to all students. The Coordinator is responsible for referring students to available resources, offering appropriate protections, and supplying the Office of Student Affairs with relevant information for the disciplinary process. The Coordinator for the University is responsible for overseeing the University's response to Title IX reports and complaints, and identifying and addressing any patterns or systemic problems revealed by such reports and complaints. The Coordinator oversees the administration of this Policy and the Procedures in a neutral and equitable manner. The Coordinator can provide support and assistance immediately following an incident, throughout the investigation and disciplinary process, and throughout a student's time at the University. Contact information for the Coordinator is included below and in the Resources listing following the Procedures.

Katy Launius, M.Ed.
Director of Student Development
& Title IX Coordinator
201G Centennial Center
1701 W. Will Rogers Blvd.
Claremore, OK 74017
918-343-7707
klaunius@rsu.edu

E. Law Enforcement (Non-Confidential)

Students may report gender-based misconduct to the Rogers State University Police Department [RSUPD], the Rogers County District Attorney's Office, or the local law enforcement agency in whose jurisdiction the misconduct occurred. The University and criminal justice system work independently from one another. Law enforcement authorities do not determine whether a violation of this Policy has occurred. RSUPD personnel and the other resources included in the Resources listing are familiar with Oklahoma State law enforcement processes and can explain what happens when gender-based sexual misconduct is reported to law enforcement. Confidential support resources, the Coordinator, and RSUPD can explain how to report sexual assault and other forms of gender-based misconduct to law enforcement. Confidential support resources or RSUPD personnel will accompany any student requesting support to local law enforcement agencies or the District Attorney's Office. They cannot serve as a substitute for legal advice on these matters.

V. REPORTING GENDER-BASED MISCONDUCT

The University encourages students to report gender-based misconduct to the Coordinator as promptly as possible so that the University can investigate and respond effectively. Generally, once the Coordinator receives a report, it must investigate. Students may meet with the Coordinator to learn more about the process before making a report.

A. Submitting a Report

There are several avenues available for submitting a complaint or report:

- Leave a private voice message for the Coordinator;
- File a complaint or report on the form contained on the Title IX website;
- Send a private email to the Coordinator;
- Mail a letter to the Coordinator;
- Visit the Coordinator in person (it is best to make an appointment first to ensure availability).

The University also recognizes that students may be most comfortable disclosing gender-based misconduct to a University employee they know well, such as a faculty member, coach, or resident advisor. Any University employee (other than the confidential resources identified in the Resources listing) who receives a report is required to inform the Coordinator about the incident.

If there is a gender-based misconduct complaint about the Coordinator or any staff member that is part of administering this Policy, or if the Coordinator or Deputy Coordinators have a complaint, that complaint should be filed with the President of the University. The President will appoint another trained individual to take the place of the Coordinator for purposes of the complaint.

Additionally, the Coordinator accepts anonymous and third-party reports of conduct alleged to violate this Policy and will follow up on such reports. The individual making the report is encouraged to provide as much detailed information as possible to allow the Coordinator to investigate and respond as appropriate. The Coordinator may be limited in the ability to investigate an anonymous report unless sufficient information is furnished to enable the Coordinator to conduct a meaningful and fair investigation.

If someone is in immediate danger or needs immediate medical attention, the first place to report is 911. You may also report to RSUPD (918-343-7624) or to the local law enforcement agency where the misconduct occurred. Some forms of discrimination and harassment may also be crimes. Calling local law enforcement can help obtain emergency and nonemergency medical care; get immediate law enforcement response for your protection; understand how to provide assistance in a situation that may escalate to more severe criminal behavior; arrange a meeting with victim advocate services; find counseling and support; initiate a criminal investigation; and answer questions about the criminal process.

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 in order to carry out their duties and responsibilities. In all cases, the University will take appropriate steps designed to mitigate the effects of the alleged gender-based misconduct, prevent its recurrence, and make accommodations for the students involved. This may include academic, residential, and work accommodations, increased monitoring, supervision, or security at locations or in connection with activities where the alleged misconduct occurred, and training and educational materials for the

campus community. If there is reason for concern about possible retaliation or harm, the University will take protective measures in consultation with the affected students.

C. Time for Reporting

The University does not limit the time for submitting a report of gender-based misconduct. However, the University's ability to investigate and respond effectively may be reduced with the passage of time.

D. Unknown/Non-University Offenders

The University will investigate reports of incidents affecting University students that are committed by individuals who are not members of the University community or whose identity is not known to the extent it is able, and take appropriate actions designed to protect affected students and others in the University community. In addition, the Coordinator will assist students in identifying appropriate campus and other resources.

VI. IMMEDIATE ACTION AND INTERMEDIATE MEASURES AFTER A REPORT

The Coordinator will work with all students affected by gender-based misconduct to ensure their safety and promote their well-being. Sometimes this assistance will take the form of immediate actions or intermediate measures to support or protect a student in the aftermath of an incident and while an investigation or a disciplinary action is pending. Following a report of an incident, the Coordinator will provide written notice to the complainant and respondent of the accommodations that may be available. Students may request accommodations even in cases where a complainant has requested that no investigation be undertaken or the complainant or respondent has declined to participate in University disciplinary proceedings or the criminal process. The Coordinator will evaluate any request for accommodations in light of the circumstances and information available at the time. The University will provide information about the accommodations only to those who need to know in order to make them effective.

Under appropriate circumstances, immediate actions or intermediate measures may include:

- Moving a student's residence
- Adjusting a student's work schedule for University employment
- Changing a student's academic schedule
- Changing a student's transportation arrangements
- Allowing a student to withdraw from or retake a class without penalty
- Providing access to tutoring or other academic support
- Issuing a "no contact" order

Failure to comply with accommodations is a violation of University policy and may lead to additional disciplinary action. The Coordinator will also assist students seeking accommodations for a disability in connection with the process of reporting or responding to an incident of gender-based misconduct by working with the appropriate disability services representatives. Outside of the University, a complainant may also be entitled to obtain remedies under applicable law, such as a judicial restraining order. The University can assist in contacting law enforcement or legal service organizations to learn about these remedies.

VII. ANTI-RETALIATION/ANTI-INTIMIDATION POLICY

The University strictly prohibits retaliation against and intimidation of any person because of his or her reporting of an incident of gender-based misconduct or involvement in the University's response. The University will take strong disciplinary action in response to any retaliation or intimidation. The University will pursue such discipline through the applicable student conduct policy or other disciplinary process and follow the applicable time frames within such policies or processes.

VIII. INVESTIGATION

The Coordinator will inform the complainant before starting an investigation. The complainant may request that an investigation not be undertaken. The Coordinator will consider such a request in light of the University's commitment to provide a safe and non-discriminatory environment for all students. If the Coordinator determines

not to investigate, it will notify the complainant in writing, including that the determination was made at the complainant's request. At the complainant's request, the Coordinator will also notify the respondent in writing, including that the complainant asked the University not to investigate.

If an investigation proceeds, the University will notify the respondent in writing that a report has been filed. The notice will describe the allegations in the report. The complainant and respondent will be given the opportunity to meet separately with investigators to review the Policy and these Procedures.

The University's process for responding to, investigating, and adjudicating gender-based misconduct reports will continue during any law enforcement proceeding. The Coordinator may need to temporarily delay an investigation while the police are gathering evidence but it will resume the investigation after it learns that the police department has completed its evidence-gathering and will generally not wait for the conclusion of any related criminal proceeding.

An investigator (or team of investigators) will interview the complainant, respondent, and any witnesses. The investigator will also gather pertinent documentary materials (if any) and other information. The investigator will follow the protocols set forth below:

- Preserving Evidence. The investigator will direct the complainant, respondent, witnesses, and other interested individuals to preserve any relevant evidence.
- Character Witnesses. The investigator will not interview witnesses whose sole purpose is to provide character information.
- Romantic or Sexual History in Sexual Assault Cases. The investigator will not consider information concerning the romantic or sexual history of either the complainant or the respondent, except from either the complainant or respondent regarding their shared sexual history. If either offers such information, the other will have the right to respond.
- Prior Conduct Violations. The investigator will not consider the respondent's prior conduct violations, unless the Coordinator or the respondent's school provides information because:
 - o The respondent was previously found to be responsible, and
 - o The previous incident was substantially similar to the present allegation(s) and/or the information indicates a pattern of behavior by the respondent.

The investigator will prepare a report detailing the relevant content from the interviews and the documentation gathered. The report will include the investigator's assessment of individual credibility and recommended findings of responsibility.

The respondent and complainant will each have the opportunity to review a copy of the investigative report and any other information that will be used during the disciplinary proceedings. The names and other identifying information of other students will be redacted from such materials in accordance with the Family Educational Rights and Privacy Act (FERPA), except to the extent that doing so would interfere with the purpose of Title IX to eliminate sex-based discrimination. The Coordinator will supervise this review and ensure that reasonable time is afforded for review prior to a hearing, if one is necessary.

Investigators will generally initiate the investigation within five working days of receiving the complaint. The University will endeavor to complete investigation within 30 working days. Availability of witnesses, timing of complaint, criminal investigations, and other factors may require that the investigation take longer than 30 days. However, barring extraordinary circumstance, an investigation shall not last longer than 60 days.

IX. RIGHTS OF THE COMPLAINANT AND RESPONDENT

To provide accessible, prompt, and fair methods of investigation and resolution of incidents of student gender-based misconduct, the University has developed a process for investigation and adjudication of misconduct reports. Throughout this process, both the complainant and respondent have the following rights:

- To respect, dignity, and sensitivity.
- To appropriate support from the University.

EXHIBIT B

- To privacy to the extent possible consistent with applicable law and University policy.
- To information about the University's Gender-Based Misconduct Policy for Students.
- To the presence of an advisor throughout the process.
- To participate or to decline to participate in the investigation or hearing panel process. A decision to refrain from participating in the process either wholly or in part will not prevent the process from proceeding with the information available.
- To a prompt and thorough investigation of the allegations.
- To adequate time to review documents following the investigation.
- To adequate time to prepare for a hearing.
- To an opportunity to challenge investigator(s) or hearing panel member(s) for a possible conflict of interest.
- To refrain from making self-incriminating statements.
- To appeal the decision made by the hearing panel and any sanctions.
- To notification, in writing, of the case resolution, including the outcome of any appeal.
- To report the incident to law enforcement at any time.
- To understand that information collected in the process may be subpoenaed in criminal or civil proceedings.

A. Notice

The Coordinator will give the complainant and respondent, respectively, a written explanation of their rights and options, and any available accommodations, as soon as possible after an incident is reported. The Coordinator will also ensure that both the complainant and respondent are updated throughout the investigative process, including with timely notice of meetings where either or both the complainant and the respondent may be present. More specifically, the complainant and respondent will simultaneously be given the following written notices:

- Conclusion of the Investigation
 - o 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
 - o Notice of whether the respondent accepts responsibility for violating the Policy.
- Hearing Panel
 - o Notice of the date and time of any hearing and list of hearing panel members.
 - o Notice of the hearing panel's finding of "responsible" or "not responsible," along with the rationale for the outcome. This notice will include an explanation of the University's appeals process.
- Sanctioning
 - o Notice of the sanctions imposed and the reasons for the sanctions. The complainant's notification will only include sanctions that apply directly to the complainant. This notice will include an explanation of the University's appeals process.
- Appeals Process
 - o Notice of whether an appeal has been filed.
 - o Notice of whether the responsibility determination or sanctions have been modified.
 - o Notice when the responsibility determination and sanctions become final.

B. Privacy

The University will reveal information about its investigations and adjudication of gender-based misconduct only to those who need to know the information in order to carry out their duties and responsibilities. It will inform all individuals participating in an investigation, proceeding, or hearing that they are expected to maintain the privacy of the process. This does not prohibit either a complainant or respondent from obtaining the assistance of family members, counselors, therapists, clergy, doctors, attorneys, or similar resources.

C. Advisors

The complainant and respondent, respectively, may be accompanied to any meeting or hearing related to an incident of misconduct by the advisor of their choice. Advisors may support the student and provide advice about

the investigation and disciplinary process. During meetings and hearings, the advisor may talk quietly with the student or pass notes in a non-disruptive manner. The advisor may not intervene in a meeting or hearing or address the investigator or hearing panel, including by questioning witnesses or making objections. If a complainant or respondent desires to have an attorney serve as his or her advisor, the complainant or respondent may do so at their own cost.

D. Declining to Participate

A complainant and/or respondent may decline to participate in the investigative or disciplinary process. The University may continue the process without the complainant's and/or respondent's participation. In most cases, a refusal to participate in the investigative process will preclude a complainant or respondent from participating before the hearing panel.

E. Conflicts of Interest

The University requires any individual participating in the investigation, hearing process, sanctioning or appeal determinations to disclose to the Coordinator any potential or actual conflict of interest. If a complainant or respondent believes that any individual involved in the process has a conflict of interest, he or she may make a request to the Coordinator that the individual not participate. A complainant or respondent who believes that a member of a hearing panel has a conflict of interest must submit this written request to the Coordinator within three days after notification of the panel's membership. Any request should include a description of the conflict. If the Coordinator determines that a conflict of interest exists, the University will take steps to address the conflict in order to ensure an impartial process.

X. RESOLUTION

If a complainant chooses to file a complaint, there are two avenues for resolution of an alleged Policy Violation: formal and informal resolution. The complainant may have the option to proceed with informal resolution. In cases involving allegations of sexual assault, informal resolution is not appropriate, even if both the complainant and respondent indicate a preference for informal resolution.

A. Informal resolution

If the complainant, the respondent, and the Coordinator agree that an informal resolution should be pursued, the Coordinator, or her/his designee shall attempt to facilitate a resolution of the conflict that is agreeable to all parties. Informal resolution can take place during the investigation or after its conclusion. If an investigation is not complete, the complainant or respondent always has the option to request that the investigation be completed. The Coordinator also has the discretion to complete the investigation. At any time during informal resolution, the complainant, the respondent, or the Coordinator wishes to cease the informal process and to proceed through formal grievance procedures, the formal process outlined below will be invoked.

Informal resolution must adequately address the concerns of the complainant, the rights of the respondent, and the overall intent of the University to stop, remedy, and prevent gender-based misconduct. Informal resolution might include, but is not limited to, providing training to the respondent or a group of students and/or employees with which the respondent affiliates; having an informal discussion with an individual whose conduct, if not stopped, could rise to the level of discrimination, or hostile environment harassment; or having a confidential conversation with a supervisor or instructor.

If, based on the information known about the incident, the Coordinator believes informal resolution is possible, the Coordinator will speak with the complainant. If the complainant agrees, the Coordinator will then speak with the respondent. If both complainant and respondent are satisfied with a proposed resolution and the Coordinator believes the resolution satisfies the University's obligation to provide a safe and non-discriminatory environment for all students, the resolution will be implemented, the disciplinary process will be concluded and the matter will be closed. If these efforts are unsuccessful, the disciplinary process will continue.

A student may also request mediation from the Coordinator at any stage of the process. Mediation differs from the

informal resolution discussed above in that a third-party will listen to complainant and respondent and determine the appropriate resolution. The complainant and respondent will be asked not to contact each other to discuss mediation. Mediation will be used only with the consent of both the complainant and respondent, and either has the right to terminate the mediation process and resume the regular disciplinary process at any time. If the mediation results in a resolution, the disciplinary process will be concluded and the matter will be closed. If a resolution cannot be reached, the disciplinary process will proceed. The University will not use mediation for cases involving allegations of sexual assault.

B. Formal resolution

After concluding the investigation and if informal resolution is not warranted, successful, or abandoned, the Coordinator will determine whether there is a preponderance of the evidence to believe that an individual engaged in gender-based misconduct. This means that the respondent is presumed not to have engaged in alleged conduct unless a “preponderance of the evidence” supports a finding that the conduct has occurred. This “preponderance of the evidence” standard means that it is probably more true than not true that respondent engaged in the conduct at issue. This finding will be documented in the final investigation report. Alternatively, a respondent might take responsibility for a gender-based misconduct violation during the investigation, which would also be noted in the final investigation report.

The complainant and respondent will have five working days to review the investigative report and related materials once they are notified of its completion. If the respondent accepted responsibility during the investigation phase, the matter will proceed to the sanctions stage (see section IX) via a Hearing Panel (“Panel”), followed by any appeals. If the respondent declined responsibility during the investigation, or chose not to respond, but the Coordinator determines that the preponderance of evidence supports a violation, the University will then convene a panel which will uphold or reverse the finding, and assign sanctions if the finding is upheld. If the Coordinator does not determine that a violation occurred, the complainant may elect to appeal the decision, at which time the University will convene a panel to uphold or reverse the finding, and assign sanctions if the finding is reversed.

Provided the panel is not simply convening to determine sanctions, during the hearing process--which is detailed below--the panel will ask the respondent to respond to the alleged violation(s) in one of the following ways: 1) Responsible; 2) Not Responsible; or 3) No Response. If the respondent declines responsibility, or chooses not to respond, the panel will render a decision based on the preponderance of the evidence. If the panel finds the respondent responsible for the violation(s), it will assign sanctions to the respondent which it deems appropriate. In addition, the panel will determine steps to take to prevent recurrence of any such violation, and as appropriate, remedies for the complainant.

The respondent or complainant may appeal (see section XII) the findings of the panel and/or the included sanctions, steps to take to prevent recurrence of any such violation, and as appropriate, remedies for the complainant. Any appeal must be filed with the Vice President for Student Affairs within five working days of receiving written notice of the panel’s final decision.

If neither the complainant nor respondent contests the panel’s decision, it is understood that the parties have accepted the final investigation report and/or the panel’s decision, including the finding related to responsibility, sanctions, steps to take to prevent recurrence of any such violation, and any remedies for the complainant. Appointed by the Vice President for Student Affairs, the hearing panel will consist of three members drawn from the pool of full-time University employees. All panelists will receive training at least once a year. Training will include topics about how the adjudicatory process works, determining credibility of witnesses, weighing evidence, sanctions, and other topics ensuring that the due process rights of all individuals involved are protected. The complainant and respondent will be informed of the panel’s membership before the hearing process begins. The panel will hold a hearing within 5 working days of receiving the investigative report following review by the complainant and respondent.

C. Hearing Process

i. Pre-Hearing

The hearing panel shall be provided with a copy of the final investigation report and any pertinent information or evidence used or relied upon during the investigation. Both the complainant and respondent will have the opportunity to submit written responses to the final investigation report and other relevant information to the hearing panel. Both the complainant and respondent will have the opportunity to review any written submissions by the other. The hearing panel may set reasonable parameters for these written submissions. The hearing panel will review the investigation report and written submissions. Timing for the written submissions will be determined by the hearing panel, but in all cases written submission must be submitted to the hearing panel five days before the hearing date.

At any time within five days of the hearing, the panel may determine whether the evidence presented is complete or additional investigation is required. In such cases, the panel shall notify the Coordinator to address the panel's determination and/or conduct additional investigations.

ii. Hearing

The hearing is a closed proceeding, meaning that no one other than the panel members, the complainant and respondent, their respective advisors, witnesses (when called), and necessary University personnel may be present in the hearing room or rooms during the proceeding. The Coordinator will work with other University personnel so that any student whose presence is required may participate in the hearing.

In general, hearings will proceed as follows:

- Investigator statement and report
- Complainant statement
- Respondent statement
- Questions to the complainant by the hearing panel
- Questions to the respondent by the hearing panel
- Witness testimony and questioning by the hearing panel (if called by panel)
- Questions to the investigator by the hearing panel
- Closing statement by complainant
- Closing statement by respondent

The panel may set reasonable time limits for any part of the hearing. Both the complainant and respondent will have the opportunity to present witnesses and other information consistent with these Procedures. The panel may determine the relevance of, place restrictions on, or exclude any witnesses or information. The panel may also call other student and employee witnesses to testify and obtain other evidence held by the University or any student or University employee.

If the complainant and/or respondent are not able to be present for the hearing panel, arrangements will be made for participation via alternate means. In cases where either the complainant or respondent opts not to participate in the hearing, the panel may still hear from the other.

Additional hearing rules include:

- Testimony via Video Conference. Only the person testifying (and that person's advisor, if applicable) is in the hearing room during his or her testimony. Each of the complainant and respondent is able to view testimony from a separate, private room via video conference.
- Questioning. Only the panel may ask questions of the complainant and respondent and any witnesses. Before the hearing, both the complainant and respondent will have the opportunity to suggest questions of the other and of witnesses by submitting suggested questions to the panel in writing. The panel may revise or not ask any or all submitted questions.
- Information Regarding Romantic or Sexual History. The panel will not consider the romantic or sexual history of either the complainant or respondent in cases involving allegations of gender-based misconduct, except for testimony offered by one or the other about the complainant and respondent's shared sexual history that the panel deems relevant. If such information is offered by the complainant or respondent, the other has the right to respond. The existence of a prior consensual dating or sexual relationship between the complainant and respondent by itself does not support an inference of consent to alleged gender-based misconduct.

- Prior Conduct Violations. The hearing panel will not consider the respondent's prior conduct violations, unless it relied on the information because the respondent was found to be responsible for a previous incident substantially similar to the present allegation(s) and/or the information indicates a pattern of behavior by the respondent.
- Recording. The University will keep a recording (audio, video, or stenographic) of the hearing.
- Cell Phones and Recording Devices. Cell phones and recording devices may not be used in the hearing room(s) unless approved by the panel in advance.

iii. Standard of Proof

The panel will use "preponderance of the evidence" as the standard of proof to determine whether a violation of the Policy occurred. "Preponderance of the evidence" means that a panel must be convinced based on the information it considers that it is probably more true than not true that the respondent engaged in the conduct at issue. The panel shall also determine sanctions, steps to take to prevent recurrence of any such violation, and as appropriate, remedies for the complainant.

The panel will find a student responsible, or not responsible, based on a majority vote. The panel will generally render a decision within two working days after the conclusion of a hearing. The panel's decision will include an explanation of the basis for the decision.

The panel may approve, overturn, or modify any part of the final investigation report. However, the panel may only overturn or modify the final investigation report if it finds that (1) there was exhibited unfair bias which influenced the result of the investigation; (2) a thorough investigation was not conducted; (3) a conflict of interest exists; or (4) that the issued findings and/or intermediate measures would result in substantial injustice.

iv. Final Decision

Within two working days of the conclusion of the hearing the panel will submit a decision in writing to the parties, the Coordinator, and the Vice President for Student Affairs. The final decision will contain the following:

- Specific factual findings;
- Specific references to the portion(s) of the policy(ies) alleged to have been violated; and
- Sanctions, steps to take to prevent recurrence of any such violation, and as appropriate, remedies for the complainant.

XI. SANCTIONS, REMEDIES FOR COMPLAINANT, AND ADDITIONAL MEASURES

Any sanctions that are imposed will be:

- Fair and appropriate given the facts of the particular case;
- Consistent with the University's handling of similar cases;
- Adequate to protect the safety of the campus community; and
- Reflective of the seriousness of gender-based misconduct.

In determining sanctions the following relevant factors, if applicable, should be considered:

- the specific gender-based misconduct at issue (such as penetration, touching under clothing, touching over clothing, unauthorized recording, etc.);
- the circumstances accompanying the lack of consent (such as force, threat, coercion, intentional incapacitation, etc.);
- the respondent's state of mind (intentional, knowing, bias-motivated, reckless, negligent, etc.);
- the impact of the offense on the complainant;
- the respondent's prior disciplinary history;
- the safety of the University community; and
- the respondent's conduct during the disciplinary process.

The University may impose any one or more of the following sanctions on a student determined to have engaged in gender-based misconduct:

- Reprimand/warning (not available in cases of sexual assault)
- Changing the respondent's academic schedule
- Disciplinary probation
- Revocation of honors or awards
- Restricting access to University facilities or activities (including student activities and campus organizations)
- Community service
- Issuing a "no contact" order to the respondent or requiring that such an order remain in place
- Moving the respondent's residence
- Dismissal or restriction from University employment
- Removal from student housing
- Suspension (limited time or indefinite)
- Expulsion

In addition to any other sanction (except where the sanction is expulsion), the University will require any student determined to be responsible for a violation of the Policy to receive appropriate education and/or training related to the gender-based misconduct violation at issue. The University may also recommend counseling or other support services for the student.

Regardless of the outcome of any investigation or hearing, a complainant may request ongoing or additional accommodations or remedies. Potential ongoing accommodations include:

- Providing an escort for the complainant
- Moving the complainant's residence
- Changing the complainant's academic schedule
- Adjusting the complainant's work schedule
- Allowing the complainant to withdraw from or retake a class without penalty
- Providing access to tutoring or other academic support, such as extra time to complete or retake a class

In all cases or outcomes, the University may also determine that additional measures are appropriate to respond to the effects of the incident on the University community. Additional responses for the benefit of the University community may include:

- Increased monitoring, supervision, or security at locations or activities where the misconduct occurred
- Additional training and educational materials for students and employees
- Revision of the University's policies relating to gender-based misconduct
- Climate surveys regarding gender-based misconduct

XII. FINAL APPEAL

Either the respondent or the complainant or both may appeal the hearing panel's final decision. Appeals are decided by the Vice President for Student Affairs ("VPSA"). Appeals are limited to the following:

- A procedural errors during the hearing or investigation;
- New information that was not available at the time of the investigation or hearing and that may change the determination or sanction; and
- Excessiveness or insufficiency of the sanction.

Disagreement with the finding or sanctions is not, by itself, grounds for appeals.

The appealing student must submit the appeal in writing to the VPSA within five working days after receiving the final decision. If either the complainant or respondent submits an appeal, the VPSA will notify the other that an

appeal has been filed and the grounds of the appeal. The non-appealing student may submit a written response within five days after notice of an appeal.

If the VPSA concludes that a change in the final decision is warranted, the VPSA may enter a revised determination, reconvene the panel to reconsider the determination, or return the matter for additional investigation. The VPSA may also change the sanction. If both the complainant and respondent appeal, the appeals will be considered concurrently. The VPSA will notify both parties in writing of the appeals decision. Appeals decisions will be rendered within three working days after the receipt of the written appeal. All appeal decisions are final.

XIII. TIMEFRAMES

The University may extend any time frame identified herein for good cause, with a written explanation to the complainant and respondent. Any time frame identified is subject to extension if the details of a case warrant, students and witnesses are unavailable, or the time of the academic year warrants (for example, during breaks, study periods, or final exams).

XIV. DISCLOSURE AND REPORTING OF CRIME AND DISCIPLINARY STATISTICS

Disciplinary proceedings conducted by the University are subject to the Family Educational Records and Privacy Act (FERPA), a federal law governing the privacy of student information. FERPA generally limits disclosure of student information outside the University without the student's consent, but it does provide for release of student disciplinary information without a student's consent in certain circumstances.

Any information gathered in the course of an investigation may be subpoenaed by law enforcement authorities as part of a parallel investigation into the same conduct, or required to be produced through other compulsory legal process.

A federal law called the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act") requires the University to record and report certain information about campus safety, including the number of incidents of certain crimes on or near campus, some of which constitute gender-based misconduct under this Policy. As described in the chart in the Resources listing following the Procedures, many employees who receive reports of gender-based misconduct are required by the Clery Act to notify RSUPD about such incidents for statistical reporting purposes. These notifications may include the classification and location of the reported crime but do not identify the students involved. The Clery Act also requires the University to issue a "timely warning" when it receives a report of certain crimes that pose a serious or continuing threat.

XV. RELATED ALCOHOL AND DRUG VIOLATIONS

Sometimes students may be reluctant to report instances of gender-based misconduct because they fear being charged with University alcohol or drug policy violations. The University encourages students to report all instances of gender-based misconduct and will take into consideration the importance of reporting gender-based misconduct in addressing violations of the University's alcohol and drug policies. This means that, whenever possible, the University will respond educationally rather than punitively to student alcohol or drug policy violations associated with reported gender-based misconduct.

XVI. PUBLIC AWARENESS EVENTS

The University supports public awareness events, including candlelight vigils, protests, survivor speak outs, and other forums. These activities help inform the need for campus-wide education and prevention efforts. The disclosure of incidents of gender-based misconduct at such events is not considered a report to the University for purposes of triggering an investigation of a particular incident.

XVII. RISK REDUCTION TIPS

Risk reduction tips can often take a victim-blaming tone, even unintentionally. With no intention to blame victims, and with recognition that only those who commit sexual violence are responsible for those actions, these suggestions may nevertheless help you reduce your risk of experiencing a non-consensual sexual act.

- Make your limits known as early as possible.
- Be aware of your alcohol intake. Take affirmative responsibility for your alcohol intake/drug use and acknowledge that alcohol/drugs lower your sexual inhibitions and may make you vulnerable to someone who views a drunk or high person as a sexual opportunity.
- Take care of your friends or colleagues and ask that they take care of you.

If you find yourself in the position of being the initiator of sexual behavior, you owe sexual respect to your potential partner. These suggestions may help you reduce your risk for being accused of sexual misconduct:

- Clearly communicate your intentions to your sexual partner and give them a chance to clearly relate their intentions to you.
- 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.

XVIII. BYSTANDER INTERVENTION

If you witness a policy violation, or behaviors that may lead to a policy violation, there are a variety of things you can do as a bystander:

- Divert the intended victim (e.g. "help me out of here; I don't feel well")
- Distract the perpetrator (e.g. "looks like your car is being towed")
- Confront the perpetrator (e.g. "don't speak to him/her in that manner; you are going to get yourself into trouble")
- Call for law enforcement assistance
 - Emergencies-911
 - Non-emergencies-918-343-7624

XIX. CAMPUS AND COMMUNITY RESOURCES

Rogers State University Resources	Contact Information	Confidentiality*
Title IX Coordinator	Katy Launius, M.Ed. Director of Student Development	Non-Confidential

	& Title IX Coordinator 201G Centennial Center 1701 W. Will Rogers Blvd. Claremore, OK 74017 918-343-7707 klaunius@rsu.edu	
Campus Police (Claremore Campus)	Gary Boergermann, Director Campus Police 1701 Will Rogers Blvd. Claremore, OK 74017 918-343-7624	Non-Confidential
Campus Police (Bartlesville Campus)	(First floor across from Admissions) 401 S. Dewey Ave. Bartlesville, OK 74003 918-338-8020 918-440-9479 (cell)	Non-Confidential
Campus Police (Pryor Campus)	Room 104 2155 Hwy 69A Pryor, OK 74361 918-825-6034 918-373-0357 (cell)	Non-Confidential
Counseling Services (Claremore Campus)	Centennial Center 201H 1701 W. Will Rogers Blvd. Claremore, OK 74017 918-343-7845 Nphillip@rsu.edu	Confidential
Counseling Services (Bartlesville Campus)	Room 106 401 S. Dewey Ave. Bartlesville, OK 74003 918-338-8021	Confidential
Counseling Services (Pryor Campus)	Centennial Center 201H 1701 W. Will Rogers Blvd. Claremore, OK 74017 918-343-7845 Nphillip@rsu.edu	Confidential
Student Health Center (Claremore)	Health Sciences Building 164 1701 W. Will Rogers Blvd. Claremore, OK 74017 918-343-7614 Lmartin@rsu.edu	Confidential

Community Resources	Contact Information	Confidentiality*
Claremore Police Department	918-341-1212	Non-Confidential
Bartlesville Police Department	918-338-4282	Non-Confidential
Pryor Police Department	918-825-1212	Non-Confidential
Rogers County Sheriff's Department	918-923-4755	Non-Confidential

EXHIBIT B

Washington County Sheriff's Department	918-337-2802	Non-Confidential
Mayes County Sheriff's Department	918-825-3535	Non-Confidential
Rogers County District Attorney	918-923-4960	Non-Confidential
Washington County District Attorney	918-337-2860	Non-Confidential
Mayes County District Attorney	918-825-2171	Non-Confidential
DVIS Call Rape Helpline	918-743-5763	Confidential
Hillcrest Hospital Claremore	1202 N. Muskogee Pl. Claremore, OK 74017 918-341-2556	Confidential
Integris Mayes County Medical Center	111 N. Bailey St. Pryor, OK 74361 918-825-1600	Confidential
Jane Phillips Medical Center	3500 SE. Frank Phillips Blvd. Bartlesville, OK 74006 918-333-7200	Confidential
Safenet Services – Rogers County	1219 W. Dupont Claremore, OK 74017 918-341-1424	Confidential
Safenet Services – Mayes County	19 N. Coo-Y-Yah Pryor, OK 74361 918-825-0190	Confidential
Family Crisis & Counseling Center, Inc.	622 SE Frank Phillips Bartlesville, OK 74003 918-336-1188	Confidential
Grand Lake Mental Health Center Crisis Line	800-722-3611	Confidential
Oklahoma Coalition Against Domestic Violence and Rape	405-524-0700	Confidential
Rogers County Community Services	918-341-9400	Confidential

* See section IV paragraph B for more detailed information regarding confidentiality regarding counselors, law enforcement agencies, medical professionals, and University personnel.

National Resources
www.Rainn.org (Rape, Abuse, and Incest National Network)
www.TitleIX.info (Title IX Information and Resources)

Students with complaints or questions about the University's gender-based misconduct policy may choose to contact the U.S. Department of Education Office for Civil Rights (OCR), Kansas City Office:

One Petticoat Lane, 1010 Walnut Street, 3rd floor, Suite 320, Kansas City, MO 64106
Telephone: 816-268-0550 FAX: 816-268-0599 TDD: 800-877-8339 Email: OCR.KansasCity@ed.gov

XX. DEFINITIONS AND CONCEPTS

Coercion. Unreasonable pressure for sexual activity. When someone makes it clear that he or she does not want to engage in sexual activity or does not want to go beyond a certain point of sexual interaction, continued pressure beyond that point can be considered coercive. The use of coercion can involve the use of pressure, manipulation, substances, and /or force. Ignoring objections of another person is a form of coercion.

Consent. Consent requires unambiguous communication and mutual agreement concerning the act in which the participants are engaging.

- A sexual interaction is considered consensual when individuals willingly and knowingly engage in the interaction.
- Someone who is incapacitated (by alcohol or drug use, unconsciousness, disability, or other forms of helplessness) cannot consent.
- Consent cannot be procured by the use of physical force, compulsion, threats, intimidating behavior, or coercion.
- Consent to one form of sexual activity does not imply consent to other forms of sexual activity. Previous relationships or previous consent for sexual activity is not consent to sexual activity on a different occasion.
- Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another.
- Silence or the absence of resistance is not the same as consent.
- Consent can be withdrawn at any time.
- Previous consent does not mean ongoing consent. (For example, consent to certain acts at one point in an evening does not mean consent to the same acts later in the same evening.)
- How drugs and alcohol affect consent: Individuals should be aware of, and carefully consider, the potential consequences of the use of alcohol or drugs. Alcohol and other drugs can lower inhibitions and create an atmosphere of confusion over whether consent is freely and affirmatively given. If there is a question about whether someone consented to sexual activity after consuming drugs or alcohol, the University will examine the issue from the perspective of a reasonable person. Specifically, the University will consider whether the respondent reasonably should have known about the impact of alcohol and other drugs on the complainant's ability to give consent.
- The use of alcohol or drugs does not justify or excuse behavior that constitutes gender-based misconduct.
- The use of alcohol or other drugs never makes someone at fault for experiencing gender-based misconduct.

Complainant. The person making the allegation(s) of gender-based misconduct.

Dating Violence. The use of physical violence, coercion, threats, intimidation, isolation, stalking, or other forms of emotional, sexual or economic abuse directed towards a person who is or has been in a social relationship of a romantic or sexually intimate nature with the victim. This includes any behaviors that intimidate, manipulate, humiliate, isolate, frighten, terrorize, coerce, threaten, blame, hurt, injure, or wound someone. Dating violence can be a single act or a pattern of behavior in relationships.

Domestic Violence. The use of physical violence, coercion, threats, intimidation, isolation, stalking, or other forms of emotional, sexual or economic abuse directed towards (a) a current or former spouse or intimate partner; (b) a person with whom one shares a child; or (c) anyone who is protected from the respondent's acts under the domestic or family violence laws of Oklahoma. This includes any behaviors that intimidate, manipulate, humiliate, isolate, frighten, terrorize, coerce, threaten, blame, hurt, injure, or wound someone. Domestic violence can be a single act or a pattern of behavior in relationships.

Force. The use of physical violence and/or imposing on someone physically to engage in sexual contact or intercourse. Force can also include threats, intimidation (implied threats), or coercion used to overcome resistance.

Gender-based Harassment. Acts of aggression, intimidation, stalking, or hostility based on gender or gender stereotyping constitutes gender-based harassment. Gender-based harassment can occur if students are harassed either for exhibiting what is perceived as a stereotypical characteristic of their sex, or for failing to conform to stereotypical notions of masculinity or femininity. To constitute harassment, the conduct must unreasonably interfere with an individual's education or educational activities or create an intimidating, hostile, demeaning, or offensive academic or living environment.

Hostile Environment. A hostile environment may arise when unwelcome conduct of a sexual or gender-based nature affects a student's ability to participate in or benefit from an education program or activity, or creates an intimidating, threatening or abusive educational and/or living environment. A single, isolated incident of sexual or gender-based harassment may, based on the facts and circumstances, create a hostile environment.

Incapacitation. A state where a person cannot make a rational, reasonable decision because the person lacks the ability to understand his or her decision. A person can become incapacitated as a result of disability, involuntary physical constraint, sleep, or consumption of alcohol or other drugs.

Intimidation. Any threat of violence or other threatening behavior directed toward another person or group that reasonably leads the target(s) to fear for their physical well-being or to engage in sexual conduct for self-protection.

Sexual Assault—Non-Consensual Sexual Contact. Any intentional sexual touching, however slight, with any object without a person's consent. Intentional sexual contact includes contact with the breasts, buttocks, or groin, or touching another with any of these body parts; making another person touch any of these body parts; and any intentional bodily contact in a sexual manner.

Sexual Assault—Non-Consensual Sexual Intercourse. Any form of sexual intercourse (vaginal, anal, or oral) with any object without consent. Intercourse means: vaginal or anal penetration (however slight) by a penis, object, tongue, or finger; and oral copulation (mouth to genital contact or genital to mouth contact).

Sexual Harassment. Unwelcome sexual advances, requests for sexual favors, and other verbal, physical, or visual conduct of a sexual nature constitute sexual harassment when: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's education, or educational or campus life activities; or (ii) submission to or rejection of such conduct by an individual is used as the basis for academic or student life decisions affecting that individual; or (iii) such conduct has the effect of unreasonably interfering with an individual's academic performance or creating an intimidating, hostile, demeaning, or offensive campus or living environment.

Sexual Exploitation. Non-consensual abuse or exploitation of another person's sexuality for the purpose of sexual gratification, financial gain, personal benefit or advantage, or any other non-legitimate purpose. Examples of sexual exploitation include: observing another individual's nudity or sexual activity or allowing another to observe nudity or sexual activity without the knowledge and consent of all participants; non-consensual streaming of images, photography, video, or audio recording of sexual activity or nudity, or distribution of such without the knowledge and consent of all participants; exposing one's genitals in non-consensual circumstances; and inducing incapacitation for the purpose of making another person vulnerable to non-consensual sexual activity.

Stalking. A course of conduct directed at a specific person that would cause a reasonable person to feel fear or suffer substantial emotional distress. Stalking involves repeated and continued harassment against the expressed wishes of another individual, which causes the targeted individual to feel emotional distress, including fear or apprehension. Stalking behaviors may include: pursuing or following; unwanted communication or contact -- including face-to-face, telephone calls, voice messages, electronic messages, web-based messages, text messages, unwanted gifts, etc.; trespassing; and surveillance or other types of observation.

Respondent. The person alleged to have committed gender-based misconduct.

Retaliation. Any adverse action, or attempted adverse action, against an individual (or group of individuals) because of their participation in any manner in an investigation, proceeding, or hearing under this Policy, including individuals who file a third-person report. Retaliation can take many forms, including sustained abuse or violence, threats, and intimidation. Any individual or group of individuals, not just a respondent or complainant, can engage in retaliation.

XXI. STATE LAW DEFINITIONS

In accordance with the Violence Against Women Reauthorization Act of 2013, please be advised that the following definitions are applicable should you wish to pursue Oklahoma state criminal or civil actions. These definitions may differ from the University's administrative policy definitions noted above. The University's administrative system and disciplinary procedures are separate and distinct from those available to someone in a state civil or criminal action. Individuals may seek administrative remedies in accordance with this policy and also may seek state or federal civil or criminal remedies for the same incident through the applicable systems. The definitions set forth below are reviewed and verified annually; for a more frequently updated resource, please consult Oklahoma's State Court Network site: <http://www.oscn.net>.

Definition of Rape under Oklahoma Criminal Law. 21 O.S. §1111:

- A. Rape is an act of sexual intercourse involving vaginal or anal penetration accomplished with a male or female who is not the spouse of the perpetrator and who may be of the same or the opposite sex as the perpetrator under any of the following circumstances:
1. Where the victim is under sixteen (16) years of age;
 2. Where the victim is incapable through mental illness or any other unsoundness of mind, whether temporary or permanent, of giving legal consent;
 3. Where force or violence is used or threatened, accompanied by apparent power of execution to the victim or to another person;
 4. Where the victim is intoxicated by a narcotic or anesthetic agent, administered by or with the privity of the accused as a means of forcing the victim to submit;
 5. Where the victim is at the time unconscious of the nature of the act and this fact is known to the accused;
 6. Where the victim submits to sexual intercourse under the belief that the person committing the act is a spouse, and this belief is induced by artifice, pretense, or concealment practiced by the accused or by the accused in collusion with the spouse with intent to induce that belief. In all cases of collusion between the accused and the spouse to accomplish such act, both the spouse and the accused, upon conviction, shall be deemed guilty of rape;
 7. Where the victim is under the legal custody or supervision of a state agency, a federal agency, a county, a municipality or a political subdivision and engages in sexual intercourse with a state, federal, county, municipal or political subdivision employee or an employee of a contractor of the state, the federal government, a county, a municipality or a political subdivision that exercises authority over the victim;
 8. Where the victim is at least sixteen (16) years of age and is less than twenty (20) years of age and is a student, or under the legal custody or supervision of any public or private elementary or secondary school, junior high or high school, or public vocational school, and engages in sexual intercourse with a person who is eighteen (18) years of age or older and is an employee of the same school system; or
 9. Where the victim is nineteen (19) years of age or younger and is in the legal custody of a state agency, federal agency or tribal court and engages in sexual intercourse with a foster parent or foster parent applicant. (Effective November 1, 2015).

- B. Rape is an act of sexual intercourse accomplished with a male or female who is the spouse of the perpetrator if force or violence is used or threatened, accompanied by apparent power of execution to the victim or to another person.

Definition of Consent under Oklahoma Criminal Law. 21 O.S. §1114(A) provides lack of consent in rape cases where:

1. rape committed by a person over eighteen (18) years of age upon a person under fourteen (14) years of age; or
2. rape committed upon a person incapable through mental illness or any unsoundness of mind of giving legal consent regardless of the age of the person committing the crime; or
3. rape accomplished where the victim is intoxicated by a narcotic or anesthetic agent, administered by or with the privity of the accused as a means of forcing the victim to submit; or
4. rape accomplished where the victim is at the time unconscious of the nature of the act and this fact is known to the accused; or
5. rape accomplished with any person by means of force, violence, or threats of force or violence accompanied by apparent power of execution regardless of the age of the person committing the crime; or
6. rape by instrumentation resulting in bodily harm is rape by instrumentation in the first degree regardless of the age of the person committing the crime; or
7. rape by instrumentation committed upon a person under fourteen (14) years of age

Definition of Domestic/Dating Violence under Oklahoma Criminal Law. 21 O.S. §644, defines domestic and dating violence as any person who committing “any assault and battery against a current or former spouse, a present spouse of a former spouse, a former spouse of a present spouse, parents, a foster parent, a child, a person otherwise related by blood or marriage, a person with whom the defendant is or was in a dating relationship as defined by Section 60.1 of Title 22 of the Oklahoma Statutes, an individual with whom the defendant has had a child, a person who formerly lived in the same household as the defendant, or a person living in the same household as the defendant shall be guilty of domestic abuse.”

Definition of Stalking under Oklahoma Criminal Law. 21 O.S. §1173:

Any person who willfully, maliciously, and repeatedly follows or harasses another person in a manner that:

1. Would cause a reasonable person or a member of the immediate family of that person as defined in subsection F of this section to feel frightened, intimidated, threatened, harassed, or molested; and
2. Actually causes the person being followed or harassed to feel terrorized, frightened, intimidated, threatened, harassed, or molested.

HEALTH RELATED POLICIES

1. **Use of Tobacco**

The Board of Regents has established a [Tobacco Free Policy](#) consistent with Governor Fallin’s Executive Orders 2012-01 and 2013-43. All properties and facilities of Rogers State University are tobacco, electronic cigarette and vaping device-free.

2. **University Policy on Infectious Diseases**

The University is committed to providing a safe and healthy working and learning environment. Persons with communicable diseases shall not be excluded from enrollment or employment or restricted in their access to University facilities, programs or services unless a medically based judgment, in an individual case, establishes that exclusion or restriction is necessary for the health and safety of the infected individual or the health and safety of other members of the University community.

Students who know, or have reasonable basis for believing, that they have a communicable disease are encouraged to share that information with clinicians in the Student Health Center so that the University can respond appropriately to their health and educational needs. Faculty and staff who know, or have reasonable basis for believing, that they have a communicable disease are encouraged to share that information with their supervisor, health care provider, Human Resources, and Student Health Center, as appropriate, so the University can respond appropriately to their health and educational needs. Any such disclosure shall be treated by the recipient as strictly confidential and no further disclosure shall be made within or without the University unless such release is made pursuant to provisions of law that specifically authorize or require the release of such information or records.

Persons who know, or have reasonable basis for believing, that they have a communicable disease are expected to seek expert advice about their health circumstances and are obligated, ethically and legally, to conduct themselves responsibly in accordance with such knowledge for the protection of other members of the University community.

The Vice President for Student Affairs is responsible for advising the President's office of campus initiatives for addressing communicable diseases. The Vice President for Student Affairs, in concert with the Student Health Center Director, will work with other administrators, such as directors and department heads, to ensure that relevant information about communicable disease is available to all faculty, staff, and students and that more detailed information and personal consultation is available upon request.

Individuals who have knowledge of highly contagious diseases (e.g., meningitis, tuberculosis, SARS, *etc.*) shall notify the highest level administrator, who will initiate the communication cascade, which may include University officials and the Oklahoma State Health Department for evaluation, treatment, and preventive measures. The official University spokesperson on communicable disease shall be the President, or designee. All inquiries from the press, from elected public officials, or the public, in general, are to be referred to the University spokesperson.

No persons with a communicable disease shall, on the basis of such fact, be discriminated against in employment, admission, or other programs or services.

3 Policy On Substance Abuse

- .1 Rogers State University is committed to a program to prevent the abuse of alcohol and the illegal use of drugs by its students.
- .2 Rogers State University strictly prohibits the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs in the work place, on Rogers State University property, or as a part of Rogers State University-sponsored activities. Violations of applicable local, state, and federal laws may subject a student to a variety of legal sanctions, including, but not limited to, fines, incarceration, imprisonment, and/or community service requirements.
- .3 It is important to understand the very serious risks incurred through the use of drugs. A description of the health risks associated with the use of illicit drugs can be obtained from the Student Health Center. Various treatment options, both on and off campus, are available to members of the University community who have problems with drugs.
- .4 Rogers State University will impose disciplinary sanctions on students who unlawfully manufacture, distribute, possess, or use illegal drugs on University property, or as part of an event sanctioned or sponsored by the University. Any violation of this policy can result in required participation in a substance abuse educational component, satisfactory completion of an approved drug rehabilitation program, and/or disciplinary action up to and including suspension or expulsion. A criminal conviction is not required for sanctions to be imposed upon an employee or student for violation of this policy.
- .5 The University will review this policy and program biennially to determine its effectiveness, to make needed changes, and to review the consistency of the policy's enforcement and the imposition of required sanctions. This policy shall be interpreted consistently with the Drug-Free Work Place Act of 1988 and the Drug-Free Schools and Communities Act Amendments of 1989.

4 Policy on Alcohol

EXHIBIT B

- .1 **ON CAMPUS:** At no time will alcohol be served at student functions on campus. Alcohol and controlled substances are strictly prohibited in residential facilities. Strong disciplinary measures will be taken against students in possession of or who have consumed alcohol or a controlled substance on campus. **Persons who are determined to be under the influence of alcohol or a controlled substance will be referred to the Director of Student Development for disciplinary action and/or may be subject to immediate arrest.**
- .2 **OFF CAMPUS:** Alcohol related activity that occurs off campus may come under the jurisdiction of Student Affairs. Use, possession, service, or consumption of alcoholic beverages off the premises of the University campus may be considered violations of the Student Code of Conduct and these Health Related Policies. Additionally, the following behaviors constitute Code violations:
 1. Excessive consumption of alcohol: When a student is unconscious, experiences a loss of control, has a high Blood Alcohol Concentration, and/or needs medical attention, a charge of Excessive Consumption of Alcohol may be assigned. This may be true even in cases where students were not charged with public drunkenness or disorderly conduct.
 2. Furnishing alcohol to minors: A Code of Conduct violation occurs when a student serves alcohol to or purchases alcohol for those under the age of 21.
 3. Driving under the influence: A Code of Conduct violation occurs when a student is found to be operating a motor vehicle while legally intoxicated.

Additionally, recognized student organizations must abide by all local, state and federal laws with regard to the use of alcoholic beverages, including those policies and procedures stated in this handbook and the current Student Organization Handbook. Alcoholic beverages may not be served to individuals under the age of 21 at functions organized by students or registered student organizations. Registered student organizations may not purchase alcohol using funds distributed by the University for the organization's use.

INDIVIDUALS WITH DISABILITIES

1 General Statement

Rogers State University is committed to the goal of achieving equal educational opportunity and full participation for students with disabilities. Consistent with the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, Rogers State University ensures that no "qualified individual with a disability" will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination on the basis of disability under any program or activity offered by Rogers State University.

2 Policy on Reasonable Accommodation

- .1 Rogers State University will reasonably accommodate otherwise qualified individuals with a disability unless such accommodation would pose an undue hardship, would result in a fundamental alteration in the nature of the service, program, or activity, or would cause undue financial or administrative burdens. The term reasonable accommodation is used in its general sense in this policy to apply to students.
- .2 A student must self-identify as an individual with a disability and provide appropriate diagnostic information that substantiates the disability. The Office of Student Affairs then will assess the impact of the disability on the student's academic program and record the required academic accommodations in a memo the student may give to appropriate faculty members. All diagnostic information is confidential.
- .3 Individuals who have complaints alleging discrimination based upon a disability may file them with the Employment and Benefits Office in accordance with prevailing University discrimination grievance procedures. Contact the Employment and Benefits Office or the Office of Student Affairs to obtain a complete copy of the University's Reasonable Accommodation policy.

POLICY CONCERNING THE USE OF NON-ACADEMIC CRITERIA IN THE ADMISSION OF STUDENTS TO ROGERS STATE UNIVERSITY

Rogers State University is committed to providing a safe learning and teaching environment for our students, faculty, and staff. As part of that commitment, the University reviews applications from prospective students who indicate they have a felony conviction or have been suspended or expelled from another college or university for

non-academic reasons to determine their admissibility. The following policy will be used to review student applications.

- 1 Upon indication on the Admissions Application of a felony arrest and conviction, the applicant must sign a release to authorize review of criminal history.
- 2 Upon receipt of the background check, a committee will review the documentation. It should be noted that students may be requested to provide additional information such as court documents or other records from police agencies.
- 3 The committee will be comprised of the following: the Director of Admissions, the Vice President for Student Affairs, and the Vice President for Enrollment Management and Marketing. The Director of Admissions will provide the background documentation to the committee members. The Vice President for Enrollment Management and Marketing will notify the applicant in writing of the committee's decision.
- 4 The committee will review the documentation and render a decision on the acceptance of the application based on the following:
 - .1 The nature of the crime committed.
 - .2 The threat of danger to the campus community.
 - .3 The amount of time between conviction and application to RSU.
 - .4 Recidivism of criminal activity of the applicant.
- 5 The committee may make recommendations of conditional acceptance of the applicant, accept the applicant with no conditions, or deny the applicant. If the applicant is currently on probation, suspended, or has been expelled or has other outstanding disciplinary actions at RSU or another institution, RSU may consider that status and underlying circumstances as part of its evaluation for admission. In such cases, if the applicant otherwise meets all other academic requirements, admission may be offered on a conditional basis requiring the completion of disciplinary action, including, but not limited to completing community service while attending RSU, completing alcohol or drug counseling, etc. Failure to satisfy the conditions will result in dismissal, suspension, or expulsion.
- 6 The committee will render a decision as to its finding after all admission documentation has been received. The Vice President for Enrollment Management and Marketing will notify the student of the committee's decision in writing.
- 7 The applicant may appeal the committee's decision by submitting an appeal in writing to the Vice President for Academic Affairs within ten (10) business days of the date of the notice outlining the findings of the committee. The Vice President for Academic Affairs will review the student's appeal along with the admission materials and render a final decision by notifying the applicant in writing.

Applicants might also wish to consult the Oklahoma State Regents for Higher Education [Academic Affairs Procedures Handbook](#), policy 3.9.10 regarding Non-Academic Criteria for Admission.

RACIAL AND ETHNIC HARASSMENT POLICY

Diversity is one of the strengths of our society as well as one of the hallmarks of a great university. Rogers State University supports diversity and therefore is committed to maintaining employment and educational settings which are multicultural, multiethnic, and multiracial. Respecting cultural differences and promoting dignity among all members of the University community are responsibilities each member must share.

Racial and ethnic harassment is a growing concern across American college campuses. It has taken various forms, from criminal acts (assault and battery, vandalism, destruction of property) to anonymous, malicious intimidation, most often directed toward persons whose race and ethnicity is readily identifiable. In employment, racial/ethnic harassment is race discrimination which interferes with an employee's ability to perform his or her duties or creates a hostile or intimidating work environment. It is prohibited by law under Title VII of the Civil Rights Act of 1964. In the educational context, racial/ethnic harassment is race discrimination which interferes with the students' opportunities to enjoy the educational program offered by the University, prohibited by law under Title VI of the Civil Rights Act of 1964.

- 1 This policy is premised on the University's obligation to provide a nondiscriminatory environment which is conducive to employment and learning. The University will vigorously exercise its authority to protect employees and students from harassment by agents or employees of the University, students, and visitors or guests. Specifically,

EXHIBIT B

- .1 Agents or employees of the University, acting within the scope of their official duties, shall not treat an individual differently on the basis of race, color, or national origin in the context of an employment or educational program or activity without a legitimate nondiscriminatory reason, so as to interfere with or limit the ability of the individual to participate in or benefit from the services, activities, or privileges provided by the University; and,
 - .2 The University shall not subject an individual to different treatment on the basis of race by effectively causing, encouraging, accepting, tolerating, or failing to correct a racially hostile environment of which it has notice.
- 2 Violations of this policy shall result in corrective action(s) or remedy(ies) designed to reestablish an employment or educational environment which is conducive to work or learning. Corrective actions or remedies will include disciplinary action directed by the executive officer having responsibility for the offender, where appropriate. Remedies or corrective actions will be tailored to redress the specific problem and may range from apologies, mandatory attendance at specific training programs, reprimands, suspension, or demotion, to expulsion or termination. Remedies or corrective actions shall be based upon the facts and circumstances of each case and shall be in accordance with the terms and guidelines of the applicable campus grievance procedures.

Violations of this policy by students will be considered as violations of the Student Code and will subject student offenders to the remedy(ies) and corrective action(s) provided by the Code.

- 3 The University recognizes its obligation to address incidents of racial/ethnic harassment on campus when it becomes aware of their existence even if no complaints are filed; therefore, the University reserves the right to take appropriate action unilaterally under this policy.

With respect to students, the Vice President for Student Affairs or other appropriate persons in authority may take immediate administrative or disciplinary action which is deemed necessary for the welfare or safety of the University community. Any student so affected must be granted due process.

With respect to employees, upon a determination at any stage in the investigation or grievance procedure that the continued performance of either party's regular duties or University responsibilities would be inappropriate, the proper executive officer may suspend or reassign said duties or responsibilities or place the individual on leave of absence pending the completion of the investigation or grievance procedure.

- 4 Threats or other forms of intimidation or retaliation against complaining witnesses, other witnesses, any reviewing officer, or any review panel shall constitute a separate violation of this policy which may be subject to direct administrative action.
- 5 Complaints alleging violation of the racial and ethnic harassment policy will be reviewed and investigated by the appropriate University office. Complaints may be resolved informally or may proceed through the applicable formal complaint proceedings. Complaints may be filed in the following manner:
- .1 Complaints against students or student organizations shall be filed with the Vice President for Student Affairs, serving as the University Equal Opportunity Officer, for review and investigation. The Vice President for Student Affairs, or designee, may assist in the informal resolution of the complaint or in processing a complaint through the applicable campus procedures. Complaints against faculty or staff shall be filed with the Vice President for Student Affairs. The Vice President for Student Affairs or designee may assist in the informal resolution of the complaint or in processing a formal complaint through the applicable campus procedures for faculty and staff.
 - .2 Complaints against visitors or guests should be directed to the Campus Police.

Academic Policies

PROCEDURES FOR THE RELEASE OF STUDENT RECORDS AND INFORMATION

Rogers State University gathers two types of information about current and former students: (1) directory and (2) personally identifiable information. Any office gathering such information, and/or having custody of it, shall release it only in accordance with this policy.

EXHIBIT B

When a student enters the 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, the University adopts the following policy concerning the release of information contained in student records:

1. **Directory Information:** This is information that routinely appears in student directories and alumni publications and may be freely released without the student's prior written consent. Upon written request by the student, this information will be treated as personally identifiable information and released only with the student's written consent. Forms for withholding student "Directory Information" are available in the Office of Enrollment Management, second floor of Markham Hall. The University identifies the following items as directory information:
 - .1. Academic classification
 - .2. Student's current name
 - .3. Campus or local address
 - .4. Campus or local telephone number
 - .5. Academic major
 - .6. Student's permanent address
 - .7. Student's email address
 - .8. Current enrollment (verify or deny only)
 - .9. Dates of attendance at RSU
 - .10. Degree(s) conferred and date(s) of graduation
 - .11. Participation in officially recognized sports, including height and weight of members of athletic teams.
 - .12. The most recent previous educational institution attended by a student.

2. **Personally Identifiable Information:** This is all other non-Directory Information contained in the student's educational record. It can only be released upon the written consent of the student, except as noted below.

The University is permitted by the Family Educational Rights and Privacy Act (FERPA) to disclose personally identifiable information from the education record without obtaining prior written consent of the student in the following circumstances:

- a. To school officials within the University who have legitimate educational interests. School officials are defined as:
 - a person employed by the University in an administrative, supervisory, academic, research, or support staff position, including health and medical staff;
 - a person appointed to the Board of Regents;
 - a person employed by or under contract to the University to perform a special task, such as an attorney or auditor;
 - a person who is employed by the Campus Police; or
 - a student serving on an official committee such as a disciplinary or grievance committee, or who is assisting another school official in performing tasks.

A legitimate educational interest exists if a school official needs to review an education record to fulfill his or her professional responsibilities for the University including:

- performing a task related to the student's education;
- performing a task related to the discipline of a student;
- providing a service or benefit relating to the student or student's family such as health care, counseling, job placement, or financial aid; or
- maintaining the safety and security of the campus.

- b. To officials of other schools to which the student seeks to transfer.
- c. To 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. To 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. To organizations or educational agencies conducting legitimate research, provided no personally identifiable information about the student is made public.
- g. To accrediting organizations.
- h. To 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. To the public, the final results of any disciplinary proceeding conducted by the University if the disciplinary hearing was related to an alleged crime of violence and if the student was found in violation of rules or policies regarding such crime. In such instances of disclosure, only the student name, the violation committed, and sanction imposed will be disclosed.
- l. To 'Authorized representatives' of State and local educational authorities, the Secretary, the Attorney General of the United States, and the Comptroller General of the United States, as may be necessary in connection with the audit, evaluation, or the enforcement of Federal legal requirements related to Federal or State supported education programs.
- m. To a victim of an alleged perpetrator of a crime of violence or non-forcible sex offense, the final results of the disciplinary proceeding, regardless of whether the University concluded a violation was committed, conducted by the University with respect to that alleged crime or offense.
- n. To parents of a student regarding the student's violation of any Federal, State or local law, or of any rule or policy of the school, governing the use or possession of alcohol or a controlled dangerous substance if the school determines the student committed a disciplinary violation and the student is under the age of 21.
- o. The disclosure concerns sex offenders and other individuals required to register under section 7010 of the Violent Crime Control and Law Enforcement Act of 1994 and Oklahoma Law.

Confidential information may be transferred to a third party (University's agents, contractors or volunteers), however, only on the condition that such party will not permit any other party to have access to the information without the written consent of the student.

Original credentials with which a student applies for admission or readmission to the University become the property of the University, are assembled in a permanent student folder, and are made available only to those persons properly authorized to receive personally identifiable information and then only in consultation with a professional staff member in the Office of Enrollment Management.

Although the permanent academic record is a cumulative record, the Registrar is the officer of the University charged with the responsibility of its accuracy and safekeeping. Accordingly, the student folder and the permanent cumulative academic record are not available to anyone for removal from the Registrar's assigned depository.

While the release of an official transcript is limited to the student, or any party to whom the student has assigned permission to request it, the student may place a hold on the release of his/her own transcript to anyone without his/her specific permission by filing a request in writing with the Registrar.

More information concerning this policy may be obtained by contacting the Office of Enrollment Management.

NOTIFICATION OF STUDENT RIGHTS TO PRIVACY UNDER FERPA

FERPA affords students certain rights with respect to their education records. They are:

(1) *The right to inspect and review the student's education records within 45 days of the day the University receives a request for access.*

Students should submit to the Registrar, written requests that identify the record(s) they wish to inspect. The Registrar will make arrangements for access and notify the student of the time and place where the records may be inspected. If the records are not maintained by the Registrar, the Registrar shall advise the student of the correct official to whom the request should be addressed.

When a record contains information about more than one student, the student may inspect and review only the records that relate to him or her.

(2) *The right to request the amendment of the student's education records that the student believes is inaccurate or misleading, or otherwise in violation of the student's privacy rights under FERPA.*

Students have the right to ask to have records corrected that they believe are inaccurate, misleading, or in violation of their privacy rights. Following are the procedures for the correction of records:

1. A student should contact the University's Office of Enrollment Management to request the amendment of a record. The student should clearly identify the part of the record to be amended and specify why it is inaccurate, misleading, or in violation of his or her privacy rights.
2. If the University decides not to comply with the request, the University will notify the student of the decision and advise the student of his or her right to a hearing regarding the amendment.
3. Upon request, the University will arrange for a hearing and notify the student reasonably in advance of the date, place, and time of the hearing.
4. The hearing will be conducted by a University official who has no direct interest in the outcome of the hearing. The student shall be afforded a full and fair opportunity to present evidence relevant to the student's education records. One or more individuals may advise the student, including an attorney retained at the student's own expense. Advisors may not address the University official or otherwise argue on the student's behalf. The University may be represented by University Legal Counsel.
5. The Hearing Office will prepare a written decision based solely on the evidence presented at the hearing. The decision will include a summary of the evidence presented and the reasons for the decision.
6. If the University decides that the information in the student's record is inaccurate, misleading, or in violation of the student's right of privacy, it will amend the record and notify the student, in writing, that the record has been amended.
7. If the University decides that the challenged information is accurate, not misleading, or in violation of the student's right of privacy, it will notify the student that he or she has a right to place in the record a statement commenting on the challenged information and/or a statement setting forth reasons for disagreeing with the decision, that any such statements will be maintained as part of the record as long as the contested record is maintained; and that the record, when disclosed, will include the student's statement.

(3) *The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent.*

The University discloses education records without a student's prior written consent under the FERPA exception for disclosures to school officials with legitimate educational concerns as those terms are defined herein.

(4) *The right to file a complaint with the U.S. Department of Education concerning alleged failures by The University to comply with the requirements of FERPA.*

The name and address of the office that administers FERPA compliance is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Ave, SW Washington, DC 20202- 5920

LIMITATIONS ON RIGHT OF ACCESS

Students are not permitted to inspect the following records:

1. The financial statement of the student's parents or legal guardians.
2. Letters and statements of recommendation for which the student has waived his or her rights of access, or which were maintained before January 1, 1975.
3. Records related to an application to attend the University or a component unit of the University if that application was denied.
4. Those records which are excluded from the FERPA definition of education records.
5. That portion of any education record containing information about another student.

REFUSAL TO PROVIDE COPIES

The University reserves the right to deny students copies of their educational records, including transcripts, not required to be made available by FERPA in the following situations:

1. The student has an unpaid financial obligation to the University.
2. There is an unresolved disciplinary action against the student.
3. The education record requested is an exam or set of standardized test questions.

FEES FOR COPIES OF RECORDS

Fees for transcripts and other copying charges are published by the Office of Enrollment Management.

RECORD OF REQUESTS FOR DISCLOSURE

The Office of the Registrar maintains a record of all requests for and/or disclosure of information from a student's education record. The record indicates the name of the party making the request, any additional party to whom the University knows it may be disclosed, and the legitimate interest the party had in requesting or obtaining the information. The eligible student may review the record. Students may sign a release authorizing another party to have access to his or her educational record.

PARENTAL ACCESS TO STUDENT ACADEMIC RECORDS

Parents or legal guardians of a dependent student may have access to grades and other personally identifiable academic information under guidelines provided in FERPA. Access to this information is limited to parents or legal guardians who claim the student as an exemption on their federal tax return.

Requests for specific grade or other academic information can be addressed to the Office of the Registrar which maintains that information. Each request must include a copy of the top portion of the parents' or legal guardians' most recent tax return showing the student, by name and social security number, listed as a dependent. Academic information can also be obtained by providing the Office of the Registrar with written consent of the student.

TRANSCRIPTS

Official transcripts are released by the Office of Enrollment Management upon the written request of the student, except that the University reserves the right to withhold an official transcript for any student with financial indebtedness to the University or an unresolved disciplinary action.

[CODE OF ACADEMIC CONDUCT](#) (pages 57-70)

[STUDENT APPEALS CONCERNING ENGLISH PROFICIENCY OF FACULTY](#) (pages 34-35)

[FINAL GRADE APPEAL PROCESS](#) (pages 70-72)

TWO-YEAR & FOUR-YEAR GRADUATION GUARANTEE

Students at Rogers State University may follow many diverse paths to complete the associate or baccalaureate degrees. Students may elect to complete their associate degree requirements within two years of their initial freshman enrollment and/or complete their baccalaureate degree requirements within four years of their initial freshman enrollment.

Rogers State University has developed plans to help students who wish to complete an associate degree in two years and students who would like to complete their baccalaureate degree in four years. Students who elect to participate in Rogers State University's Graduation Guarantee must work closely with their advisor(s) and faculty to ensure that courses are taken in the appropriate sequence. Students who elect to participate in the agreement outlined below can be assured that they will be able to graduate in two years or four years, depending on the appropriate degree.

By completing the appropriate documents, a student agrees to participate in the guarantee. Rogers State University assures the student that he/she will be able to enroll in courses that permit graduation in either two or four years. Graduation will not be delayed by the unavailability of courses.

Conditions the student must satisfy:

- 1 Enter Rogers State University as a freshman.
- 2 Choose a major that qualifies for the Two-Year or Four-Year Plan.
- 3 Have the preparation to begin either a two- or four-year plan of study in a qualified major at entry to the University.
- 4 Complete a minimum of one-fourth of the necessary credits per semester for the associate degree and one-eighth of the credits per semester for the baccalaureate degree.
- 5 Meet with his/her advisor in a timely manner to discuss progress toward registration and graduation.
- 6 Enroll in available courses needed for his/her selected program of study considering that any specific course may not be available at the time or semester in which the student would prefer to take it.
- 7 Accept responsibility for monitoring his/her own progress and understanding advice given by his/her advisor so that he/she stays on track toward graduation.
- 8 Change majors only if, at the time of the change, all requirements can be met within the designated two- or four-year plan.
- 9 Remain in good academic standing as determined by the department, school, and University.
- 10 Accept responsibility for timely annual applications for financial assistance.
- 11 In writing, notify the dean of the school that offers the student's major that graduation may be delayed due to the unavailability of a course. This written notice must be made prior to the beginning of classes during the term in which the course is needed.

In the event that the University does not satisfy the commitments made herein, and the student is unable to register for needed courses due to the unavailability of a course (or courses), the department and school will choose one of the following:

- 1 Allow the student to graduate in two or four years by substituting a different course (or courses), as determined by the Dean of the School that offers the student's major.
- 2 Allow the student to graduate in two or four years by substituting an independent study assignment, as determined by the department and the school.
- 3 Allow the student to graduate in two or four years by waiving the requirement to be met by the unavailable course (or courses), as determined by the department and the school.
- 4 Allow the unavailability of a course (or courses) to delay the student from graduating in two or four years, in which case, the University will pay the tuition for the student to take the course(s) in a later term.

These procedures shall constitute the exclusive remedy for the guarantee. Rogers State University is under no obligation to provide these adjustments unless the student fulfills his/her obligations as stated above.

Campus Public Safety and Vehicle Policies

[Department of Campus Public Safety](#)

[Parking and Vehicle Registration](#)

[Traffic Regulations](#)

Technology Policies

[Computer Use](#)

[Email](#)

CABLE TV & TELEPHONE USE POLICY

1. This policy sets forth the standards for responsible and acceptable use of University cable television and telephone resources. The following is prohibited:
 - (A) Altering system configurations without authorization or disrupting or interfering with the delivery or administration of cable TV and telephone resources. Line features are established by the University. Students are prohibited from attempting to change the features.
 - (B) Using cable TV or telephone resources for commercial or profit-making purposes without the University's express written authorization.
 - (C) Using cable TV or telephone resources for illegal activities or for conduct violating any University policy. Criminal and illegal use may include, but is not limited to, threats, harassment, copyright infringement, theft, and unauthorized access.

2. Any individual engaging in unauthorized use of cable TV, telephones, or other electronic communication systems resulting in charges or expenses to the University will be billed the amount incurred by the University, fined, and subject to disciplinary action, if deemed appropriate.

3. Suspected or known violations of this policy should be reported to the Office of Student Affairs. Violations will be processed by the appropriate University authorities and/or law enforcement agencies. Violations may result in revocation of cable TV and/or telephone resource privileges, academic integrity proceedings, faculty, staff, or student disciplinary action, or legal action.

ROGERS STATE UNIVERSITY

Residential Life Handbook

UVA, UVB, UVC, Downs, & Family

~~2015-2016~~

2017-2018

Table to Contents

Frequently Called Numbers	4
Welcome	5
Residential Life Staff	5
Introduction	5
Housing Requirements	5-9
Housing Policy	5-6
Housing Reservation Commitment and Agreement Guidelines	6-7
Temporary Absence From University Housing	7
Payment Plans	7
Checkout Procedures	7-8
Abandoned Property	8
Room Change Policy	8
Room Consolidation	8
Temporary Residency and Unauthorized Residency	8-9
Delinquent Room and Board Payment	9
Property Damage	9
Policies, Rules, and Regulations	9-23
General Standards	9
Standards of Student Conduct	9
Roommate Bill of Rights and Responsibilities	10
<u>Residence Hall/Apartment Residential Life Building/Community</u> Meetings	10-11
Disciplinary Sanctions	11-12
Appeal Process	12
What is the Student Peer Jury	12-13
Misconduct	13
Alcohol	14
Drugs – Zero Tolerance Policy	14
Fighting, Threatening, Harassment, or Act of Violence	14
Failure to Comply	14
Bicycles	14-15
Cleaning Personal Space	15
Courtesy and Quiet Hours	15-16
Firearms/Explosives/Hazardous Materials-Zero Tolerance Policy	16
Common Areas	16
Rooftops	16
Use of University Property	16-17
Laundry Facilities	17
Courtesy Phones	17
<u>Room/Apartment Unit</u> Personalization	17-18
Guest Policy	18-19
Illegal Entry/Propped Doors	19
Key Policy	19
Lock Out	19
Pets	19
Smoking/Tobacco Use	19
Solicitation	19-20
Stairwells and Breezeways	20
University Personnel – Official University Requests	20
Safety and Security	20
Missing Persons Policy	20
Evacuation Procedures	20-21
Fire Safety Equipment	21
Tornado and Severe Weather Information	21
Theft	22
Programming	22
Computer and Telephone Services	22
Maintenance Concerns	22
Pest Control	22
Housing Facilities Use and Common Areas	22
Study Rooms	23
Courtyard Area/Pavilion	23
Bulletin Boards and Public Notices	23
University Services	23-25

Card Access	23
Parking Permits	23
Housing Parking	23
Visitor Parking	23
Food Services	24
Counseling Services	24
Students with Disabilities	24-25
Student Health Center	25
Career Services	25
Student Activities/Organizations	25
Always Something to Do!	25
Appendix A UVA 1st, 2nd, and 3rd Floor Layout	29-30
UVB 1st, 2nd, and 3rd Floor Layout	31-32
UVC 1st, 2nd, and 3rd Floor Layout	33-35
Downs	36
Family	37
UVC 1st, 2nd, and 3rd Floor Layout	33-35
Downs	36
Family	37

<p><i>Rogers State University</i> Residential Life Handbook</p>
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Frequently Called Numbers (918-343-XXXX)

IN CASE OF EMERGENCY

Campus Police	7624 or 911
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HOUSING NUMBERS

Office of Residential Life	7789
UVA RA On Duty Cell phone	918-857-7867
UVB RA On Duty Cell phone	918-857-0747
UVC RA On Duty Cell phone	918-857-7956
Family and Downs RA on Duty Cell phone	918-857-7867

STUDENT SUCCESS & RETENTION

Counseling Center	7845
Testing Center	7730
Disability Services	6828

ACADEMIC DEPARTMENTS

Applied Technology	7663
Business	7520
Communications	7742
Fine Arts	7740
Health Sciences	7631
Mathematics & Physical Science	6812
Biology Department	7695
Social & Behavioral Sciences	7683

HELPFUL NUMBERS

Bookstore	7847
Business Office/Bursar	7558
Campus Police	7624
Card Office	6884
Student Development Office	7707
Financial Aid	7553
Food Services	7846
Career Services	7864
RSU-Bartlesville	918-338-8000
RSU-Pryor	7867
Student Affairs	7579
Student Health Center	7614

Welcome to Rogers State University Residential Life!

Welcome to Rogers State University Residential Life, the unique community for students, faculty, staff, and affiliates of Rogers State University. This property is only for residents who appreciate the convenience of on-campus apartment living in a beautiful environment, and who will care for the community in which they live. The cleanliness, beauty, and enjoyment of the property will be enhanced if you will speak up whenever you observe a thoughtless act, unsafe condition, or suspicious person on the grounds.

It is our goal to help you enjoy the fun, challenging, and rewarding world of on-campus living. This handbook is presented to you in hopes that it may broaden your understanding of your housing obligations and of the opportunities presented in the residence halls. Residential Life staff recognizes that an important aspect of your educational experience is your living situation. Daily living experiences that are not learned in the classroom often occur in your informal living environment. Therefore, the Residential Life staff will work with you to provide an atmosphere that is safe and conducive to learning at a reasonable cost.

RSU RESIDENTIAL LIFE STAFF

The Residential Life staff consists of professionals whose responsibilities include recruitment, room assignments, contracts, facility management, staff supervision, student discipline, policy formation and enforcement, and conference and guest rentals.

The Office of Residential Life, located in the Clubhouse, is open from 8:00 AM am to 10:00 PM pm Monday through Thursday and 8:00 AM to 5:00 PM on Friday except during academic breaks where hours are Monday through Friday from 8:00 AM to 5:00 PM. You may access the clubhouse after hours by swiping your student ID card. If you need assistance of any kind, feel free to stop by the office. The Staff consists of the Director of Residential Life, the Assistant Director of Residential Life, Hall Director Senior Resident Assistant, an Administrative Assistant, Maintenance Supervisor, four live-in Resident Assistants in University Village A, four live-in Resident Assistants in University Village B, and nine live-in Resident Assistants in University Village C.

One of the first people you will meet when you move in is your Resident Assistant (RA). RA's are valuable resources. They are students just like you that have been trained to handle various situations. RA's are also your avenue to meeting new people, learning to adjust to your new environment, and helping in emergency situations. There is an RA on duty each night that can be reached via cell phone.

INTRODUCTION

The Office of Residential Life is a vital part of the University community. By promoting an atmosphere conducive to the academic, social, and personal needs of resident students, the Residential Life program supports the educational goals of the University. In the same regard, each member of the community has a responsibility to be courteous and observe basic personal safety practices. To be a positive member and contribute to the community on each floor, students must recognize and respect the rights of their neighbors. This collaboration allows for students' individual growth as well as the growth of others.

We understand that certain circumstances where a student's success at Rogers State University depends on ability to live in a specific type of environment. Students who are concerned that they will be housed in a situation that could impact their personal development, ability to sleep and study at RSU can apply for special consideration. Students will need to contact the Office of Disability Services to complete required paperwork and submit proper documentation.

We offer some gender sensitive housing options to accommodate the unique circumstances of individual students. Housing assignments are made on a case-by-case basis, recognizing the variability of

individual needs and the fact that spaces may be limited. As with any applicant to university housing, we cannot guarantee that all stated preferences can be met.

HOUSING REQUIREMENTS

HOUSING POLICY

The Housing Policy is based on the knowledge that living in University housing can provide both educational and social opportunities important to the success of college students.

Eligibility – Priority for living in University housing is given to full-time (12 or more semester hours) undergraduate and graduate students registered for classes at the University. With permission from the Director of Residential Life, part-time students may be assigned housing if space is available.

- a. A resident who ceases to be a full-time student and remains enrolled on a part-time basis is in violation of his/her lease and must seek written permission from the Director of Residential Life if he/she wishes to remain in University housing. A 12 hours or less form will be emailed to the student to complete.
- b. If a student withdraws from the University, the individual is no longer authorized to live in University housing, is in violation of his/her lease, and must properly check out within 48 hours.
- c. No person under the age of 18 will be permitted to live in University student housing except with approval by a parent or guardian.

Under special circumstances, the Director of Residential Life may grant exceptions to the Housing Policy. Interested students should contact the Office of Residential Life to obtain the required forms and/or to request further information regarding exceptions to the Housing Policy.

HOUSING RESERVATION COMMITMENT AND AGREEMENT GUIDELINES

Students requesting/required to live in University housing must complete and sign a Housing Contract and pay a Housing Reservation/Damage Deposit. The following guidelines apply to all students in University housing:

1. **Facilities** – The Contract is for a space in any University residence hall, apartment unit, or other facility that RSU may acquire, lease or otherwise make available for student housing after the execution of the Contract. Applicants requesting a specific roommate, residence hall, apartment unit, or other type of accommodation, must provide this information on the application form, but the University cannot guarantee that such requests will be fulfilled. The University reserves the right, at any time and for any reason, in its sole discretion, to change or cancel any room assignment.
2. **Agreement Period** – The Agreement Period commences when the contract is signed by the student and received by the Office of Residential Life. It is in effect until the specified end of the term of the contract the student has chosen, when the student officially withdraws from the University, or when the University otherwise terminates the contract.
3. **Rental Period** – The Rental Period begins when University housing officially opens, and ends the week of finals when your contract expires. All residents must be checked out by noon on Saturday, May 7 12, following finals with the exception of graduating seniors who must be checked out by 1 pm on Sunday following finals, May 8 13. Exceptions may be granted for student athletes competing in post season sport.
4. **Transferability** – The Housing Contract is between the University and an individual student and may not be transferred, sublet, or assigned by any party other than by the Office of Residential Life.
5. **Cancellation/Release Policy** – A student may request *cancellation* of a contract by submitting written notification to the Office of Residential Life before the first day of classes. *Releases* may be granted if a student must withdraw from the institution due to hardship or extraordinary circumstances, if the student is called to active military service during the term, or for any other

reason that the Housing Contract Committee and the Director of Residential Life deems extraordinary. Releases from housing are not automatically granted. A student who desires to be released from his/her agreement must submit a contract release form, accompanied by supporting documentation, to the Director of Residential Life. The student will then receive written notice of the status of his/her request from the Director of Residential Life. If an individual is permitted to cancel, or is released from, his/her agreement, the written schedule of fees applies:

Prior to July 1 (for fall) or May 15 (for summer) or December 15 (for new spring contract)	100% of money paid is refunded
After July 1 (for fall) or May 15 (for summer) or December 15 (for new spring contract), <i>before</i> first day of classes	Loss of Deposit + refund of any rent paid
After first day of classes	Loss of Deposit + 25% of remaining balance of contract

Any student graduating from the University after the fall semester who does not wish to reside in the apartments units for the spring semester must timely notify the Office of Residential Life in advance by properly submitting a Contract Release form, then student's housing contract obligation will cease. The Contract Release form can be obtained from the Director of Residential Life.

6. Refund of Reservation/Damage Deposit

- a. Prior to moving into housing and upon cancellation of the Housing Contract, a refund of the housing reservation deposit will be based on the Housing Contract cancellation date. The deposit is only refundable if cancellation is made in writing to the Director of Residential Life in accordance with the following schedule:
 - i. Prior to July 1 for students new to University housing and enrolling for the fall semester;
 - ii. Prior to December 15 for students new to University housing and enrolling for the spring semester;
 - iii. Prior to May 15 for students new to University housing and enrolling for the Summer term;
- b. After moving into housing – A student will be eligible for a refund of his/her deposit when he/she has fulfilled the terms of his/her contract, has submitted a Move-Out Intent form, and has properly checked out.
 - i. Any damages to a student's room will be deducted from the deposit.
 - ii. The University reserves the right to withhold from a student's deposit any official charges and/or fines owed to the University such as unpaid rent, tuition, or fees.
 - iii. Students removed from University housing for disciplinary reasons are not eligible for refund of the deposit.
 - iv. Students removed from University housing due to academic suspension or complete withdrawals are not eligible for refund of the deposit.
- c. The deposit will be held as security to cover any unpaid balance resulting from improper checkout, room damages, or unpaid rent. If proper checkout procedures are followed, all outstanding charges are paid and the Housing Contract is fulfilled, then the deposit, or so much of it as remains, will be refunded.

7. Agreement Termination by the University

The University reserves the right to terminate this agreement at any time for violation of the terms and conditions stated herein or for any other reason that the University, in its sole discretion, deems to be good cause.

8. Mailing address

You are provided a mailbox while residing on campus. The following is the format that you should have individuals or businesses use when sending you mail. Furthermore, you will need to contact the

individuals and businesses that you receive mail from when you move out of on-campus housing to have your address changed.

Your name First Name Last Name
1705 W. Will Rogers Blvd Mailbox #
Claremore, OK 74017

9. Room/Apartment Unit Entry and Inspections

University officials reserve the right to enter and inspect residence hall rooms/apartments unit, when necessary, to protect and maintain the property of the University, preserve the health and safety of its students, ensure compliance with University housing regulations, deal with emergency situations or to aid in the basic responsibility of the University to maintain discipline and perpetuate an educational environment, and provide tours of units. Normally in such cases, efforts will be made to notify the student in advance and to have them present at time of entry.

TEMPORARY ABSENCE FROM UNIVERSITY HOUSING

When a student is going to be away from his/her room/apartment campus for one week or longer, he/she the individual should notify his/her Resident Assistant as to where he/she can be reached in case of an emergency.

PAYMENT PLANS

Payment Plans are available through the University Bursar's Office (918) 343-7558. Another option is the RSU Online Payment System.

CHECKOUT PROCEDURES

Prior to moving out of ~~the apartment complex~~ University housing, you must be properly and officially checked-out by an RSU Residential Life staff member. Checking-out consists of:

- a. Removing all personal items from the apartment unit.
- b. Cleaning your personal space and the common areas.
- c. Taking a walk-through inspection of the apartment unit with a member of the Residential Life staff to check for damages and for cleanliness. Scheduling an appointment in the Office of Residential Life to secure a time to meet with a staff member for a walk-through is a good idea; otherwise you may have a considerable wait and/or be asked to complete a check-out release form.
- d. Completing the appropriate paperwork.
- e. Turning in your keys.
- f. Returning of your Campus Parking Permit only if individual breaks contract early.

Detailed information concerning proper checkout procedures will be distributed at the end of each semester. Failure to properly checkout will result in loss of deposit and additional fines.

ABANDONED PROPERTY

The Residential Life Office and its staff are not responsible for any student property left in rooms or in public areas. In the event that student property is left after the contract period is over or after a student has checked out of his or her room assignment, the property will be removed and disposed of. Residential Life will not provide storage for any abandoned property. Individuals will be assessed a removal fee of \$15 for items left in personal bedroom. In alignment with \$15 removal fee, the charge will be split among residents for items in common spaces since such as bathroom, kitchen, and living room.

ROOM CHANGE POLICY

1. Students may change rooms/apartments units only with written permission from Office of Residential Life. **THIS ALSO INCLUDES CHANGING OR SWITCHING OUT BEDS WITHIN AN APARTMENT UNIT.**
2. Room changes may not take place during the first two weeks of the fall and spring semesters.
3. A resident that who wishes to change rooms must fill out a “Room Change Request” form. This form is available at the Office of Residential Life. Once the form is submitted and reviewed, you will be given written notification concerning the status of your request. Approval for any move is subject to the discretion of the Director of Residential Life.
4. The University reserves the right to alter room assignments due to disciplinary infractions, irreconcilable differences, Title IX investigations, or any other reason that we deem necessary.
5. Students who complete an unauthorized room change will be charged for occupying two rooms and will be subject to disciplinary actions.

ROOM CONSOLIDATION

The University reserves the right to relocate any resident for consolidation purposes. Individual apartment room assignments are determined at the discretion of the University through Residential Life Staff.

TEMPORARY RESIDENCY AND UNAUTHORIZED RESIDENCY

Temporary residents may make reservations through the Office of Residential Life. Temporary residents are expected to comply with all applicable policies, rules and regulations governing student conduct including the current Residential Life Handbook, the Student Code of Responsibilities and Conduct, and any other applicable publications. Temporary residents should be checked out of the Residence Halls by 2:00 pm. Failure to checkout by 2:00 pm may result in additional charges. ***Individuals found living in University housing without authorization to do so are subject to criminal prosecution. In addition, each resident of an apartment unit that allows an unauthorized guest to stay may be charged \$100.00 per night, per guest, and may be evicted.***

DELINQUENT ROOM AND BOARD PAYMENT

A student’s Housing Contract may be terminated for not making payments to the University for tuition, fees, or room and board by the due dates. The University reserves the right, among other measures, to place a hold on a student’s grades/records and enrollment status if the student is delinquent with his/her housing payments.

PROPERTY DAMAGE

Students are responsible for the condition of the room/apartment unit to which they are assigned. Any damage to the room/apartment unit or its furnishings, which is considered to be beyond normal wear and tear, will be charged to the student. Upon properly departing University housing, students will receive a refund of their deposit after all charges to the student’s account have been settled. Deductions from the deposit will be made for room damages, improper checkout fines, room cleaning, lost keys/key cards, as well as any other outstanding bills a student may have with the University. Repair costs for damage to rooms/apartments, unit or the replacement costs for lost or damaged room furnishings, will be charged to the resident(s) assigned to the room/apartment unit. In each case, the charge will be divided equally between students involved unless there is an agreement on the part of the students that one student had greater responsibility. ***It should be noted that students are jointly and individually liable for damages to their apartments.***

POLICIES, RULES AND REGULATIONS

GENERAL STANDARDS

As a resident in the RSU Residential Life system, students have the right to an environment that is conducive to study, sleep, learning, and leisure. When individual needs come in conflict with those of other community members, it is the responsibility of the individual with concerns to initiate action addressing and alleviating these concerns.

1. The student should make all reasonable efforts to address his/her concerns, needs and desires with the individual(s) involved. To effectively resolve conflict within the community, students must accept responsibility for themselves and their actions, as well as take responsibility for interacting with their community and its individual members.
2. A student may address his/her concerns to the Residential Life staff. Although staff members are assigned the responsibly for discipline and residence education, as a general rule, matters should be referred to them only after the individual has reasonably attempted to resolve his/her concerns.
3. The Director of Residential Life, and Assistant Director of Residential Life, and Hall Director are available to assist the individual student to address or alleviate concerns.

STANDARDS OF STUDENT CONDUCT

As an integral element of the University's community, residents and their guests are expected to exhibit regard for the rights of others and respect the safety of persons and property. As citizens they are also expected to conform to all local, state and federal laws. Through appropriate procedures, which include due process, disciplinary action will be initiated in response to conduct that violates these principles.

ROOMMATE BILL OF RIGHTS AND RESPONSIBILITIES

Sharing a room with someone is like any other relationship -- to be successful it requires openness, flexibility, respect and compromise. Right from the beginning, it is very important to communicate openly with your roommate. Learning to live with another person, to acknowledge and respect each other's differences, and to allow one another the space to grow is one of the most valuable parts of the residence hall experience. This declaration outlines basic rights and responsibilities that will help healthy roommate relationships develop.

As a roommate, you have the following rights:	As a roommate, you have following responsibilities:
To read and study free from undue interference in one's room	To keep your door locked
To sleep without undue disturbance from noise, roommate, guests, etc.	To observe quiet hours, keep your <u>stereo music/TV/other electronic devices</u> and voice at a reasonable volume in the residence complex, and to remind others that you expect the same of them
To expect that a roommate will respect one's personal belongings	To let your roommate know of your wishes and preferences for hours of sleep, study, and guest visitation, and to work through any differences you may have in a peaceful manner
To a safe and clean environment in which to live	To listen to your roommate's wishes and respond appropriately
To free access to your room and facilities without pressure from a roommate	To read and follow the rules and regulations established to support the educational purposes of the university (provided for you by Residential Life Handbook) and to sustain a safe and

	comfortable living community in the housing complexes. You are responsible for what happens to your room-
To personal privacy	To examine your own behavior when confronted by another and work toward resolving conflicts. You also have the responsibility to interact with others in a non-aggressive and non-threatening manner
To host guests during approved visitation hours who respect the rights of your roommate and all on-campus residents	To notify a staff person of your problem in a timely manner, and to cooperate with the staff as they work with you to resolve your problem
To be free from fear of intimidation and physical and/or emotional harm	To participate in meetings and to adhere to and enforce community policy and guidelines
To expect reasonable cooperation in the use of "room shared" appliances and a commitment to honor agreed-upon procedures	To be a positive member and influence in your community-
	To recognize that community cannot exist if any individual is excluded. Any action, direct or covert, that discriminates on the basis of race, gender, handicap, national origin, age, sexual orientation, gender identity, or gender expression cannot be tolerated in a community based on mutual respect and cooperation-

RESIDENCE HALL/APARTMENT RESIDENTIAL LIFE BUILDING/COMMUNITY MEETINGS

1. A general meeting of all residents is held during the first week of classes on the Sunday before classes start in the fall semester and for new students in the spring semester. Attendance at this meeting is important required because rules and regulations will be explained and questions about them answered. Students are responsible for all information distributed and discussed during these meetings. If a resident misses the meeting, the individual will be required to complete policy questions that are covered in the meeting that are emailed to the student from Director of Residential Life.
2. Apartment Community meetings are held when deemed necessary by the Office of Residential Life. Notices will be posted on each floor announcing the time and place of the meeting. Attendances at these meetings are mandatory. Students are responsible for all information distributed and discussed during these meetings. Students who fail to attend the meeting will be subject to fines and other disciplinary measures.
3. A student's failure to attend the general meeting and/or his/her failure to attend subsequent floor/apartment unit meetings does not relieve him/her from being held responsible for knowing and complying with the topics, rules, and information addressed at these meetings.

DISCIPLINARY SANCTIONS

The RSU Residential Life program uses a point system in which a point value is assigned to each offense. Most violations carry a 1-point value for the first offense, 2-point value for the second offense, and a 3-point value for the third offense. Below is a representative sample list of offenses.- Other offenses may be charged to the student at the discretion of the Director of Residential Life or point values and educational sanctions may vary depending on the nature of the violation. Anyone ~~that~~ who accumulates 6 points in an academic year (fall, spring, and summer semesters) will be subject to removal from the residence hall University housing. The Student Peer Jury or the Director of Residential Life can assign

additional points and/or increase the fines assigned to any offense. The below described punishments are separate and apart from any sanctions resulting from student code violations for the same conduct. If determined that the fine would result in an unreasonable hardship on the student, ~~a work program~~ community service can be imposed in lieu of a fine.

The following descriptions are not inclusive of every violation possible, nor do they contain every variance of the violations listed.

<p><u>Non-Compliance</u> 1st Offense: \$50 fine + 1 point 2nd Offense: \$100 Fine + 2 points + Peer Jury 3rd Offense: 3 points resulting in contract termination with penalties</p>	<p><u>Noise</u> 1st Offense: \$50 fine + 1 point 2nd Offense: \$100 Fine + 2 points + Peer Jury 3rd Offense: 3 points resulting in contract termination with penalties</p>
<p><u>Alcohol</u> 1st Offense: \$50 fine + 1 point + Echeck to go 2nd Offense: \$100 fine + 2 points + Peer Jury + Alcohol Assessment 3rd Offense: 3 points resulting in contract termination with penalties</p>	<p><u>Vandalism</u> 1st Offense: Cost of replacement and labor + 1 point 2nd Offense: Cost of replacement and labor + 2 points + Peer Jury 3rd Offense: Cost of replacement and labor + 3 points resulting in contract termination with penalties</p>
<p><u>Pulling Fire Alarm</u> 1st Offense: \$50 fine + 3 points + Peer Jury 2nd Offense: 3 points resulting in contract termination with penalties</p>	<p><u>Tampering with Smoke Alarms</u> 1st Offense: Written Warning 2nd Offense & Beyond: \$100 fine + 1 point</p>
<p><u>Illegal Weapons</u> Automatic 6 points resulting in contract termination with penalties</p>	<p><u>Drugs</u> Automatic 6 points resulting in contract termination with penalties + Referral to Director of Student Development 1st Offense: 3 points+Marijuana E-check up to go+40 hours of community service+Reflection paper+Potential housing termination 2nd Offense: 3 points result in automatic termination of housing</p>
<p><u>Guest Policy</u> 1st Offense: \$50 fine + 1 point 2nd Offense: \$100 Fine + 2 points + Peer Jury 3rd Offense: 3 points resulting in contract termination with penalties</p>	<p><u>Roommate Mediation</u> 1st Complaint: Meeting with Director of Residential Life 2nd Complaint: Meeting with Director of Residential Life + Behavioral Contract 3rd Complaint: Referral of all parties to Counseling</p>
<p><u>Trash</u> Each offense: \$30 fine + 1 point</p>	

APPEAL PROCESS

Students found responsible for a violation of the Residential Life Handbook may submit an appeal. The appeal will be processed through the Office of Student Affairs by the Vice President for Student Affairs (VPSA). In the event of a vacancy, a student will appeal to the designee appointed by the President of the University.

To file an appeal, the student must submit a completed Conduct Appeal Form to the ~~Vice President for Student Affairs~~ VPSA no later than 5 pm five business days after notice of the Director's decision. Grounds for appeals are limited to:

1. Insufficient evidence to support the decision.
- ~~2. The sanction imposed was too harsh.~~
- ~~3.2.~~ An error that significantly prejudiced the rights of the defendant.
- ~~4.3.~~ Significant new information discovered after the hearing which could not with reasonable diligence have been discovered and introduced at the hearing.

The ~~Office of Student Affairs designee~~ VPSA will review the appeal form, the incident report, and the other related conduct materials. The ~~Office of Student Affairs~~ VPSA will have 15 business days to respond to the appeal. Within the next 15 business day period, the student appealing will receive written notification of the final decision to uphold, modify, or reverse the violation from the Director of Residential Life or Peer Jury. If the original decision is upheld, the violation and sanctions are final and the matter is closed.

WHAT IS THE STUDENT PEER JURY SYSTEM?

As a resident of University housing, you have a unique opportunity to influence your community with your fellow residents by serving on the Peer Jury.

Residential Life uses a Peer Jury in some instances to assess responsibility and issue additional sanctions for disciplinary misconduct. The Peer Jury has the ability to impose sanctions in addition to the disciplinary sanctions issued by the Office of Residential Life.

To provide the opportunity to participate to as many residents as possible, and to mirror the responsibility of citizens in our country's judicial system, we will hold elections for peer juror positions for each complex. Each resident will have opportunity to run for a spot to ensure that all on campus housing facilities are represented. Elections will be held at the beginning of academic year.

Student jury members will be responsible for deciding each individual's level of responsibility for the policy violation and impose additional appropriate sanction(s).

Accordingly, as an individual member of the housing community, each resident has the opportunity to be a positive influence on his or her peers and help their fellow residents reach an understanding of their social obligations within that community. Our hope is that this process will allow each resident to influence the development of a sense of community as well as establish reasonable community standards of behavior.

If you are interested in becoming more involved in this process or wish to acquire more detailed information, please contact the Office of Residential Life.

MISCONDUCT

Misconduct may include, but is not limited to:

1. Any violation of the Student Code of Conduct which can be accessed online at <http://www.rsu.edu/student-conduct/>
2. Taking, damaging, or malicious destruction of property belonging to the University, to resident students, or to any visitor in University housing.
3. Unauthorized entry into or occupation of University housing facilities without reservations through the Office of Residential Life.
4. Failure to follow established rules, regulations, and policies.

5. Tampering with or damaging fire safety equipment.
6. Failure to evacuate a building when an alarm is sounded.
7. Abuse and/or unauthorized use of telephone or cable television services.
8. Passing or throwing objects from windows.
9. Any violation of local, state, and/or federal laws or regulations.
10. Any tampering with or propping of the security doors is strictly prohibited.
11. Downloading and/or uploading music, videos and/or other proprietary digital information from free, unlicensed sources or sharing music and video files from your computer without proper licensing is considered illegal copyright infringement.

ALCOHOL

The use of alcoholic beverages must be in compliance with federal, state, and local laws as well as University regulations.

1. In University Housing at Rogers State University:
 - a. Alcoholic beverages may not be possessed, consumed or served.
 - b. Students may not possess, display or collect empty alcoholic beverage containers in University housing.
 - c. **Students may not exhibit signs of intoxication in housing facilities.**
2. Violations or Non-Compliance:
 - a. Any violation of this Alcohol Policy is considered to be an extremely serious infraction. Students should expect significant sanctions commensurate with this view. Furthermore, parents may be notified of student receiving an alcohol violation who is not 21 years of age.
 - b. Possession or use of false identification will result in appropriate disciplinary and/or criminal action.
 - c. Appropriate disciplinary and/or criminal action will be taken in cases where persons of legal age are found providing alcoholic beverages to persons not of legal drinking age. Alcohol induced behavior will be treated as a violation of the Alcohol Policy.
 - d. Any alcohol found in plain view is grounds for Residential Life staff to request a resident present in the unit to open all cabinet doors, freezer, and refrigerator.
 - e. When alcohol is found out in the open or being consumed, all individuals in the **apartment unit** will receive an alcohol violation. When empty alcohol containers are found and no one is present in the unit, then only the responsible individual will receive an alcohol violation instead of all occupants of the unit.
 - f. Alcohol found in **apartment unit** will be confiscated by Residential Life staff. During disciplinary meeting, you will be required to pour out any alcohol found.

DRUGS – ZERO TOLERANCE POLICY

Rogers State University is a drug free campus. In compliance with local, state, and federal law, the possession, distribution and use of illicit drugs on University property is strictly prohibited. *Any person* found to be in violation of this policy will be referred to Campus Police and will be subject to criminal prosecution under federal and Oklahoma State Law. Such person will also be permanently and immediately removed from the Residence Halls.

Possessing, using, providing, manufacturing, distributing, or selling drugs or drug paraphernalia is a violation of law and University policies. This includes the use or possession of prescriptions drugs other than by the person prescribed or for a purpose other than what was prescribed.

FIGHTING, THREATENING, HARASSMENT, OR ACT OF VIOLENCE

The use of threat or force or violence against Residential Life staff, residents, guests, or property is prohibited. In addition, individuals are not allowed to take any threatening actions or to verbally harass any individual. Disciplinary actions will be taken on a case by case basis.

FAILURE TO COMPLY POLICY

You Residents must comply with all written and verbal requests and instructions from Residential Life staff and University officials. In addition, students can receive a failure to comply violation if individual fails to report a policy violation or contributes to a policy violation.

BICYCLES

Students who bring bicycles to the campus are responsible for their security. Bicycles are a good way to travel around campus. Here are some things to do or remember about having a bike on campus.

1. Good locks and casehardened chains are recommended for locking bicycles.
2. Bicycles should be kept in exterior bike racks located at each complex.
3. Bicycles kept in individual rooms must not interfere with entering or exiting the room. Bicycle racks are not allowed in rooms.
4. Bicycles may not be stored in lounges, stairwells, or any other public interior area.
5. Retain a record of bicycle's serial number and/or copy of its registration or sales receipt.
6. Always lock your bicycle when unattended to bicycle rack making sure to secure frame and wheels.
7. Riding a bicycle anywhere inside the complex is strictly prohibited.

CLEANING PERSONAL SPACE

1. All apartments and rooms units must be maintained in accordance with suitable health standards as defined by the Office of Residential Life. Cleaning of the individual room/apartment unit is the responsibility of the resident(s) occupying the room/apartment space. The maintenance staff maintains the cleanliness and upkeep of the lounges, lobbies, hallways, pool, and community facilities only.
 - a. When cleaning rooms or apartments units, residents may not sweep trash and dirt into the hallways. Additionally, residents shall not shake, clean or hang clothes, rugs, mops, dust mops, etc. from windows or walkway railings.
 - b. Students are responsible for properly disposing of room or apartment unit trash in the dumpsters provided near each building. *Under no circumstances is it permissible to leave trash in hallways, lounges or any other public area or grounds in or near the housing facilities.* This includes placing personal trash bag inside a trash can in commons space. At a minimum, students found in violation of this policy shall be subject to a \$30.00 fee.
2. Students' individual rooms/apartments units are to be kept in such a condition that they do not present a health, fire, or safety hazard.
3. Students are responsible for removing all perishable items from their room/apartment unit when the term of their Housing Contract has expired.
4. The Office of Residential Life reserves the right to conduct monthly health and safety inspections of every apartment unit. Notice of inspections are posted on the Residential Life calendar on MyRSU.
5. If we must clean a student's room in order to maintain cleanliness standards, he or she will be issued a fine and be responsible for incurring the costs of the cleaning service.
6. A \$50 minimum cleaning fee will be assessed during the first semester of contract except for Family Housing which is assessed assessed at actual move-out. Additional cleaning charges may be assessed against residents whose housing units require other than routine cleaning including, but not limited to, carpet stains, tile stains, etc. PLEASE NOTE: Fines will be assessed for the cost of repair to any item in the apartment unit that is found damaged at the time the Director of Residential Life or designee conducts final check out or at any other time such damage is

discovered. This shall include, but is not limited to, damages to the walls, carpet, furniture, appliances, floor, fixtures, etc.

COURTESY AND QUIET HOURS

Courtesy and quiet hours have been established to provide periods during which noise and other disturbing activities are kept to a minimum to allow residents a peaceful time to study and sleep. During *courtesy hours* residents are expected to honor the requests of others to restrict loud conversations, stereos, televisions, and other disturbing activities. During *quiet hours*, conversations, stereos, televisions, operation of musical instruments, and other activities (running, horseplay, Frisbee playing, catch, and other activities best suited for outdoors) should not be audible in the hallways and other public areas of University housing. Realizing that students' academic demands and personal schedules vary, students should always honor requests by others to minimize noise. ~~During quiet hours the residence hall game rooms are closed and no game room equipment may be checked out.~~ All activities in reserved common spaces must be in compliance with quiet hours. Moreover, during quiet hours all lounges are to be used primarily as study areas. Therefore, students using the lounges must restrict their activities so that others using the lounge are not disturbed.

QUIET HOURS

All areas including inner courtyard (pool, volleyball court, Pavilion, ~~basketball, fire pit~~)
10:00 pm to 10:00 am

FINAL EXAM PERIODS

Quiet Hours are in effect 24-hours a day throughout all University housing.

COURTESY HOURS

Courtesy Hours are in effect at all times.

FIREARMS/EXPLOSIVES/HAZARDOUS MATERIALS- ZERO TOLERANCE POLICY

It is a violation of University policy and Oklahoma State Law to bring firearms or other prohibited weapons¹ on to the Rogers State University campus.

ANY STUDENT WHO POSSESSES A FIREARM OR PROHIBITED WEAPON ON THE UNIVERSITY CAMPUS (INCLUDING WITHOUT LIMITATION TO UNIVERSITY HOUSING) WILL BE IMMEDIATELY INTERIUM SUSPENDED FROM THE UNIVERSITY AND DISMISSAL PROCEEDINGS INSTITUTED.

Additionally, any student violating this code will be subject to criminal prosecution under Oklahoma state law.

1. The possession or use of fireworks (including firecrackers, bottle rockets, etc.) is strictly prohibited on University property as well as within the city limits of the City of Claremore without permit.
2. Students may not bring into University housing any explosive or flammable materials, or any materials/items that are potentially hazardous to the residents of the building.

¹ Weapons violations, possession of weapons, firearms, explosives, fireworks, ammunition or incendiary devices on campus: Actual or constructive possession or control of any weapon, including but not limited to air pistols, air rifles, lock blades, fixed blades, knives with a blade longer than four inches, blackjacks, metal knuckles, chemical substances, bombs, or any other device found to be a violation of this Code by Student Conduct. Instruments designed to look like any of the above are included in this prohibition.

COMMON AREAS (study areas, tv lounges, and social lounges)

Students are expected to use common sense and consideration for others when using these facilities. Use of the common areas is a privilege that may be withdrawn at any time. Making loud noises or playing music in the courtyard or other common areas is prohibited. Students and their guests are required to follow the posted rules and regulations. Please act responsibly in these areas and do not litter in hallways and lounges. Please take pride in your community.

ROOFTOPS

Residents and guests are not allowed on the roof of any Housing Facility -or other University building for safety reasons. Individuals found on roof will receive 3 housing points, \$50 monetary fine and 4 hours of campus community service.

MISUSE OF UNIVERSITY PROPERTY

Items belonging to the University (couches, lounge furniture, tables, hallway cushions, etc.) are not allowed in resident rooms. University property, other than furnishings assigned to the resident's room, will be removed, and residents may be referred for disciplinary action. No University property may be moved or taken from the building.

LAUNDRY FACILITIES

Each complex has its own laundry room. UVA's is located on the 2nd floor common space between building 3 and 1 and has 6 washers and 6 dryers. UVB's is located on the 1st floor by west door entrance near Clubhouse and has 8 washers and 10 dryers. UVC's is located on the second floor with 10 washers and 14 dryers. Family and Downs share a laundry room located in Downs Hall on first floor with 4 washers and 4 dryers. The machines in UVA, UVB, and UVC are coin operated and card swipe using Cat Cash. The machines in Downs Hall are coin operated only.

Please remember to be considerate of others and promptly remove clothes from the washing and drying machines. The University is not responsible for articles left unattended or any damage that occurs to articles. If you have problems with machines, please contact the Office of Residential Life with information about type of machine and machine number.

COURTESY PHONES

Courtesy phones are available on the 1st, 2nd, and 3rd floor common space of UVB along with lounges spaces hallways of UVC.

ROOM/APARTMENT UNIT PERSONALIZATION

Students are encouraged to make their apartment unit feel like home, but in order to maintain the integrity and condition of University property, certain guidelines must be followed. Residents who do not comply with the room personalization policies and guidelines will be given instructions on how to meet these standards. Those who fail to do so will be subject to disciplinary action by the University including, but not limited to fines, restitution, confiscation of unauthorized, illegal or prohibited property, official disciplinary action, and/or referral to University Police.

1. Room Furnishings

The University provides different furnishing for each complex and unit which are listed below. These items may not be removed by the student. Residents will be billed for furniture replacement or repair (other than normal wear and tear). Due to safety concerns, the configuration of your furniture within the room must allow easy entrance and exit through both the main door and the bathroom door. You must also allow a clear line of sight from your room doorway into the majority of the room.

UVA 4 Bedroom Unit: 4 beds, 4- 3 drawer dressers, 4 desks, 4 desk chairs, couch, coffee table, & 4 wooden chairs

- UVB 4 Bedroom Unit: 4 beds, 4-4 drawer stackable dressers, 4 night stands, 4 desks, 4 desk chairs, couch, end table, coffee table, & 2 cushion chairs
- UVB 2 Bedroom Unit: 2 beds, 2-4 drawer stackable dresser, 2 night stands, 2 desks, 2 desk chairs, loveseat, end table, cushion chair
- UVB 1 Bedroom Unit: bed, 1-4 drawer stackable dresser, night stands, desk, desk chair, loveseat, end table, cushion chair
- UVC Unit: 2 beds, 2-3 drawer dresser, 2-2 part desk, 2 desk chairs
- Downs Hall Double Units: 2 Bed, 2 chest of drawers, 2 desk, 2 desk chair, love seat, 2 cushion chairs, bookcase, coffee table, end table
- Downs Hall Single Units: Bed, chest of drawers, desk, desk chair, love seat, 2 cushion chairs, coffee table, bookcase, & end table
- Family Housing: Bookcase

2. Student Property

The following guidelines have been established in the interest of individuals’ safety and the preservation of University housing property:

The following items ARE NOT permitted in University housing and will be typically confiscated and placed in storage if found during routine inspections with the exception of street/public signs which will be returned to the appropriate City officials. Pets will be taken to the Clubhouse placed in crate until animal can be taken off campus. Owners of pets will be contacted to remove animal from campus. If student fails to remove animal by next day, Animal Control will be contacted to remove animal from campus.

Halogen Lamps	Space Heaters	Street or other public signs
Paint guns & air soft guns	Sun Lamps	Broilers
Flammable Liquids	Pets	Outdoor Grills
Hot Plate	Electric Skillet	Portable Stovetop burner
Griddles	Any appliance with open coil or open flame	<u>Lithium ion battery powered hoverboards, etc.</u>
Darts or dart boards	Deep Fryers	

NOTE: We do not allow multiple-outlet, “octopus,” plugs in rooms/apartments units unless they have a self-contained circuit breaker. All extension cords must be U.L. approved.

The University cannot be held responsible for the loss of or damage to student’s money, valuables or other personal effects. The University does not provide insurance to cover such losses. Students should verify that their parents’ insurance policy covers the student’s personal possessions while at the University. If the parents insurance does not provide such coverage, students should consider purchasing an insurance policy of their own.

3. Appliances

Some items are prohibited in housing, such as hot plates, electric skillets, portable stovetop burners, griddles, or any -appliance with an open coil or open flame. This list is not comprehensive. If you have a questionable item, ask a Residential Life staff member before use. If a staff member finds a questionable item in your room upon any inspection, it may be confiscated. Furthermore, you will be subject to disciplinary action.

4. Decorating Your Room

Students are encouraged to decorate their room as long as it does not create any permanent damage to the room or create a fire hazard. Damage caused by the improper use of nails, tacks, staples, tape, etc., will be charged to the resident(s) of a room. All decorations should be temporary in nature so as to not permanently deface or damage any of your apartment unit’s finishes.

- Students may use: 🖨️Poster putty 🖨️Clean remove adhesive hooks 🖨️SMALL nails and tacks

- You may not remove or store elsewhere ANY furnishings from your apartment unit.
- Items not permitted when decorating your room include, but are not limited to:

☞ Large nails, tacks, staples, tape, etc.	☞ Permanent hooks or adhesive wall attachments.	☞ Screws used in any room surface or cabinet.
☞ Contact paper	☞ Candles, incense or any other flame/heat producing items	☞ Anything hung from the sprinkler heads.
☞ Rubber backed carpet	☞ Covers over door, air vents, and/or ceiling air vents.	☞ Hanging, sticking, or erecting anything in, on or about any window if it can be seen from the outside. The blinds provided should be the only thing visible on the outside windows.
☞ Carpet tape		
☞ Wallpaper		
☞ Waterbeds		
☞ Plant hangers or similar hooks placed in ceilings or other room surfaces		
☞ Hanging of sheets, blankets or any object obstructing emergency evacuation.	☞ Hanging posters or other decorations that cover large portions of wall or other surfaces that could present a fire hazard.	☞ Adhesive stickers and emblems on furnishings or any surface in student rooms or on doors.
☞ Display of ANY alcohol container (empty or full) such as cans, bottles or decanters.		

IF A RESIDENT IS UNCLEAR ABOUT AN ITEM THAT IS NOT ON THIS LIST, IT IS THE RESIDENT'S RESPONSIBILITY TO INQUIRE AS TO WHETHER THE ITEM(S) COMPLY WITH THIS SECTION.

5. Other Decorations

You may decorate only your front door with holiday decorations that must be taken down within one week after the holiday. Appropriate school spirit items are allowed all year.

UVA, UVB, UVC, & DOWNS GUEST POLICY

All guests are subject to the rules and regulations printed in this handbook. No person under the age of 18 is allowed in the University housing without a parent or guardian. Residents should escort their guests at all times. In addition, residents are not allowed to leave guest(s) in unit alone for any reason. Residents are responsible for their guest's compliance with all of the rules and regulations. Any damages, vandalism, or other costs incurred by a guest can and will be the responsibility of the guest and/or the resident that invited the guest on campus. Any guest staying between the hours of 2:00 am and 7:00 am is considered an overnight guest. To register your guest, you will need to call the RA on duty for your complex before midnight to receive a guest pass. Please follow these guidelines concerning overnight guests:

1. Each resident of the RSU Residential Life system is allotted 5 guest nights each semester.
2. A non-resident can only visit for 5 nights total. Once a guest spends five nights on campus, their visitation rights are terminated for the rest of the current semester.
3. All roommates must approve an overnight guest. If one roommate expresses concern or uneasiness concerning an overnight guest (accomplished by notifying the Office of Residential Life or a Resident Assistant), that guest will not be permitted to stay overnight.
4. Violation of the guest policy may result in fines and/or other disciplinary action.
5. The Office of Residential Life reserves the right to refuse to issue a guest passes at any time, and for any reason.

Roommates are urged to complete a grievance form if a guest becomes unwelcome.

FAMILY HOUSING GUEST POLICY

All guests are subject to the rules and regulations printed in this handbook. Residents should escort their guests at all times. Residents are responsible for their guest's compliance with all of the rules and regulations. Any damages, vandalism, or other costs incurred by a guest can and will be the responsibility of the guest and/or the resident that invited the guest on campus. The following is a brief description of the policies concerning overnight guests:

1. Any guest over the age of thirteen (13) must be registered at the Office of Residential Life. Upon registration, the guest will receive a guest pass. The guest must keep the pass with them at all times.
2. Each unit is permitted five (5) guest nights per semester.
3. Each guest is only permitted to stay overnight on campus for a total of five (5) nights.
4. Anyone who is present in the complex after midnight is considered an overnight guest.

ILLEGAL ENTRY/PROPPED DOORS

To ensure the safety and security of the buildings and residents, exterior doors are not to be propped open. Furthermore, you will need to access residents of University Village B and University Village C complexes will gain access by swiping your student id card at external doors. Building windows are never to be used to enter or exit a building, and only in emergency circumstances would they be used to exit a building.

KEY POLICY

Each resident is issued one bedroom room key, one unit key and one mailbox key. Be very careful with these keys. Once issued, they are the resident's responsibility. *DO NOT ATTEMPT TO MAKE COPIES OF ANY KEY.* If you choose to copy any key issued to you by the Office of Residential Life, you will be charged to replace the locks and keys in your apartment unit and be subject to disciplinary action. The room key will open the student's assigned apartment unit door and their individual bedroom door.

The resident will be responsible for the cost of replacing all of the locks and keys in the apartment unit if his or her keys are lost. If a resident cannot locate keys, temporary replacement keys will be issued for 48 hours. If at the end of 48 hours, the resident is unable to locate the keys, the resident will be charged for a recombination fee. The current cost for replacing the locks in an apartment unit is \$100.00 is \$50 for bedroom, \$50 for unit front door, \$50 for UVC bathroom door. There is a \$25.00 fee for a lost mailbox key.

Failure to report the loss or theft of a key promptly or loaning your key to an individual not on the contract for your room is a violation of housing regulations and may result in disciplinary action.

LOCK OUT

The Residential Life staff has access to resident room keys for emergency and maintenance purposes. Residents who forget their keys or are locked out of their room may contact a staff member for assistance. As a resident, you will receive 2 free lockouts per academic year. For lockouts 3 through 7, you as a resident will have to pay \$5 per lockout. For lockouts 8 and beyond, residents will have to meet with Residential Life staff and receive 1 point and pay \$10 for each one.

PETS

Fish in properly maintained aquariums of 5 gallons or less are the *only* pets permitted in University Student Housing unless authorized by the Disability Service Coordinator as an accommodation.

SMOKING/TOBACCO USE

The Board of Regents has established a [Tobacco Free Policy](#) consistent with Governor Fallin's Executive Orders 2012-01 and 2013-43. All properties and facilities of Rogers State University are tobacco, electronic cigarette and vaping device-free.

SOLICITATION

Commercial-for-profit and charity solicitation is not permitted in University housing. Other types of door-to-door visits, including proselytizing (an individual visits with you to try and persuade you to do or join something) including but not limited to religious, political, or social causes are prohibited. If disturbed, contact Office of Residential Life.

Residents may not act as agents for business firms which would include solicitations or the receiving of business offers or goods in the [hall/apartments units](#). Residents may not use University phone numbers or Internet access for conducting business. The [residence halls and apartments unit](#) may not be used for business purposes of any nature. Babysitting is not permitted in University housing [rooms or apartments units](#). Individuals wishing to approach students in University housing for the purpose of soliciting sales or memberships must have approval from the Office of Residential Life.

- Any individual or group wishing to survey or distribute surveys to resident students must have approval from the Office of Residential Life.
- Any individual or group wishing to post/distribute informational materials in University housing must have permission to do so from the Office of Student Affairs and Office of Residential Life.

STAIRWELLS AND BREEZEWAYS

1. In accordance with fire safety regulations, stairwells will be kept free of furniture, bikes, debris and other obstructions at all times.
2. Fighting, roughhousing, running, throwing, bouncing or kicking of any object in hallways, stairwells, and other common areas is strictly prohibited at all times. Additionally, riding bikes, roller blades, skateboards, etc. anywhere inside University housing is against University policy.
3. Keep breezeways and corridors clean and uncluttered at all times. Do not dry clothing or linens, or store personal property in the breezeways or corridors at any time.

UNIVERSITY PERSONNEL - OFFICIAL UNIVERSITY REQUESTS

It is a student's responsibility to respond promptly and courteously to any official request from a University staff member. This includes requests for interviews, identification and other reasonable directives by a University official, faculty member or member of Residential Life staff, including Resident Assistants.

SAFETY AND SECURITY

Department of Public Safety/RSU Campus Police

The University has officers on duty 24 hours a day, 7 days a week. Immediately report any crime you may witness, or may be a victim of, on campus to the University Police Department at **918- 343-7624** [or by calling 911](#).

GENDER-BASED MISCONDUCT POLICY

Rogers State University ("University") is committed to fostering an environment that is free from gender-based discrimination and harassment, including sexual assault and all other forms of gender-based misconduct. The University recognizes its responsibility to increase awareness of such misconduct, prevent its occurrence, support victims, deal fairly and firmly with offenders, and diligently investigate reports of misconduct. In addressing issues of gender-based misconduct, all members of the University

must come together to respect and care for one another in a manner consistent with our deeply held academic and community values.

The University complies with Title IX of the Higher Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities. [This Policy The Gender-Based Misconduct Policy for Students](#) and the accompanying Procedures are intended to ensure a safe and non-discriminatory educational environment and comply with Title IX and other applicable laws. [The full policy is accessible here: http://www.rsu.edu/campus-life/student-resources/gender-based-misconduct/gender-based-misconduct-policy/](http://www.rsu.edu/campus-life/student-resources/gender-based-misconduct/gender-based-misconduct-policy/).

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.

The University's Title IX Coordinator serves as the central point of contact for all University students affected by gender-based misconduct. Please contact Katy Launius by phone at 918-343-7707 or by email at klaunius@rsu.edu or visit [RSU Student Code of Conduct at http://www.rsu.edu/student-conduct/](http://www.rsu.edu/student-conduct/) www.rsu.edu/ThatsNotRSU for more information.

MISSING PERSONS POLICY

The purpose of this policy is to define the procedures for Rogers State University's response to reports of missing students, as required by the Higher Education Act of 2008. The policy applies to students who reside in University Housing. For purposes of this policy, a student may be considered a "missing person" when he or she is absent from the university for more than 24 hours without any known reason. [For more information, please review the policy at http://www.rsu.edu/res-life/missing-student.asp](http://www.rsu.edu/res-life/missing-student.asp).

EVACUATION PROCEDURES

Emergency evacuation instructions are posted in hallways.

Fire evacuation

Whenever the fire alarms sounds, you and all other occupants in the complex must evacuate the building and proceed to the designated areas until you are notified it is safe to return to your building and room.

It is essential for each student to know what to do if and when an evacuation of the hall is necessary.

University Housing conducts at least two emergency evacuation drills each semester.

ANY STUDENT WHO FAILS TO EVACUATE THE BUILDING

DURING DRILLS WILL BE CHARGED A \$50.00 FINE.

Please exit the complex calmly and carefully. Please exit via the stairwell that is closest to your room.

DO NOT USE THE ELEVATOR

IN CASE OF FIRE

After exiting the building, please gather in your specified location. Each building has a specified location to meet.

UVA Building 1& 2 – In front of library

UVA Building 3 & 4 – field north of ~~the~~ UVA

UVB-Refer to Appendix A to determine what exit ~~that~~ you need to use to go to grassy area along north or south parking lot.

UVC-Refer to Appendix A to determine what exit ~~that~~ you need to use to go to fence in north parking lot.

Family & Downs-Grass area across the street

EMERGENCY EVACUATION FOR STUDENTS WITH DISABILITIES

Students with disabilities are responsible for seeking at least two other students on their individual floor as volunteers to assist them in an emergency evacuation. Each of designated student volunteers will serve as a back-up should one or the other be unavailable to assist the student with a disability.

Upon evacuation, the student with a disability and student volunteer will vacate the building through posted emergency exits. In the event the stairwell is in use by others, the student with a disability will wait on the landing while the student volunteer will evacuate the building and notify public safety authorities of the presence of the person with a disability in need of evacuation assistance. For further information on disability considerations, please contact Office of Residential Life at 918-343-7789.

FIRE SAFETY EQUIPMENT

The fire safety equipment installed in University housing MUST NOT be tampered with or used for any reason other than a genuine emergency. Any act of arson, falsely reporting a fire or other emergency, falsely setting off a fire alarm, tampering with or removing from their proper location fire extinguishers, hoses, smoke detectors or any other emergency equipment, except when done with real need for such equipment, is an extremely serious violation which may result in disciplinary sanctions such as points and fines to immediate termination of contract.

TORNADO AND SEVERE WEATHER INFORMATION

Each resident should become familiar with the safety rules provided by the Oklahoma Department of Public Safety, which are available online. In the event of a tornado warning of such nature that the Claremore City-Wide Warning System is sounded, the areas designated below are to be used by residents of University Housing. **Students having advanced warning should immediately go to the basement of the Chapman Dining Hall.** If time does not permit, go to an apartment unit on the first floor and seek shelter in the bathroom.

National Weather Service Terminology:

Severe Thunderstorm: Wind gusts of ~~50 knots~~ (58 mph) or greater and/or hail three quarters of an inch in diameter or larger.

Damaging Wind: Sustained or gusty surface winds of 60 mph or greater.

Tornado: A violent local storm of short duration with very high-speed winds rotating about a vortex with a funnel extending from the base of the clouds to the ground.

Funnel Cloud: A tornado-type funnel extending downward from the clouds but not touching the ground.

Tornado or Severe Thunderstorm Watch: Issued by the National Weather Service when conditions for a tornado or severe thunderstorm are favorable in the named area.

Tornado or Severe Thunderstorm Warning: Issued by the NWS when a tornado or severe thunderstorm has been sighted visually or detected by radar. The location, direction and speed of movement of the storm are provided. Residents of the specified area should take immediate safety precautions.

Tornado Warning Issued: When a tornado warning is issued for Rogers County or the sounding of the sirens for three to five minutes:

- Proceed immediately to the designated shelter in your residence hall.
- To minimize danger from flying debris, close doors around the shelter area and all residence-hall room doors.
- Remain in the shelter until the storm front clears the area or an all-clear signal is provided by the public broadcast media. It suggests you take a battery-operated radio or TV with you to the shelter.

IN ALL SITUATIONS WHERE EVACUATION IS NECESSARY, STAY AWAY FROM WINDOWS!

THEFT

Students should never leave their rooms unlocked. The University discourages students from keeping cash and other valuables in plain view within their room. Remember to **LOCK YOUR DOOR**. Students are encouraged to engrave a driver's license number on their valuables, if possible. Thefts should be reported immediately to the Office of Residential Life and to the University Police by calling 918-343-7624. Any student caught stealing, or discovered in possession of stolen articles, will face immediate disciplinary action, and criminal prosecution may result from such involvement.

PROGRAMMING

Social, recreational, cultural, diversity, community service, and educational programs planned and implemented by RAs are offered to address the interests and needs of students. Students are encouraged to attend these programs, as they exist solely to improve the quality of life in University housing.

COMPUTER AND TELEPHONE SERVICES

The University is the registered owner of all telephone numbers in University housing. The University has placed restrictions on the residence phone lines to prevent any unauthorized usage charges to these lines. The resident will be responsible for any usage charges appearing on the University's phone bill and is subject to a \$50.00 investigative/processing charge. Subscribing to additional services using a telephone number owned by the University is prohibited and may result in an additional \$50.00 investigative/processing charge for each infringement. Students should not use the telephone in their room to obtain services.

Phone service is provided for voice calls only. Modem use is prohibited. Phone lines are not to be used for Internet connections. Violations of this policy will result in a \$50.00 per incident fine. Residents must adhere to the Computer Use, Email and Cable TV/Telephone use Policies detailed in the Student Code of Responsibilities and Conduct Handbook.

Internet service is provided to support **one** PC per occupant. Connecting servers to the University network and/or peer-to-peer file sharing is prohibited. All personal computers connected to the University's network must be running updated virus protection software. Failure to adhere to these policies could result in the occupant forfeiting their Internet access and/or a \$50.00 per incident fine.

MAINTENANCE CONCERNS

Students are expected to report maintenance problems in University housing such as leaky faucets, inoperable lights, HVAC problems, broken windows, damaged blinds, telephone problems, etc., to the Office of Residential Life by coming to the Clubhouse or completing work order online. Failure to report issues that cause further damage can result in the additional charges. Maintenance will be contacted and repairs will be made as soon as possible. Emergency repairs will be handled immediately. For emergency repairs contact the Office of Residential Life [at extension 918-343-7789](tel:918-343-7789) between 8:00 am and 5:00 pm and for after business hours contact the RA via the emergency cell phone.

PEST CONTROL

All University housing facilities are sprayed bi-monthly routinely and upon request from residents for pests. The treatment of individual rooms will be done upon the request of the residents and is subject to the discretion of the Director of Residential Life. Such requests must be submitted to the Office of Residential Life. If a unit is found to have bed bugs, the responsible student will be subject to paying decontamination fees.

HOUSING FACILITIES USE AND COMMON AREAS

When space is available, residents of a given area may reserve community areas for private use, group meetings, discussions, etc. For information about reserving community areas, see your Resident Assistant or stop by the Office of Residential Life.

Completion of reservation form must be three business days before event to ensure that request does not conflict with University's educational mission and space is available.

STUDY ROOMS

University Village A study room that remains unlocked 24 hours a day is located on the second floor next to laundry room. University Village B has open and closed study rooms on all three floors that remain unlocked 24 hours a day. University Village C has three study rooms before per floor to ensure that each community has its own study space.

COURTYARD AREA/PAVILION

University Village A has a covered patio recreation area equipped with charcoal grills along with an outdoor sand volleyball court and swimming pool. University Village B has a half-court basketball court and several areas with pergolas. University Village C has an outdoor fire pit, grill, and lounge space. Groups may schedule activities in this these areas by contacting the Office of Residential Life at extension 7789 completing a reservation form.

BULLETIN BOARDS and PUBLIC NOTICES

PLEASE TAKE TIME TO READ THE BULLETIN BOARDS DAILY

Notices of importance and interest to students will be posted as they become available. Notices placed on the bulletin boards must be approved and posted through the Office of Residential Life and/or the Office of Student Affairs.

All public notices posted in University housing must be approved and posted through the Office of Residential Life and the Office of Student Affairs.

UNIVERSITY SERVICES

CARD ACCESS

The following are some important dining policies:

1. Residents in UVA will have door access to Clubhouse. Residents in UVB will have door access to UVB complex and Clubhouse. Residents in UVC will have door access to UVC complex and Clubhouse.
2. Your card will automatically have required meal plan dollars on it.
3. Lost or Damaged ID cards can be replaced in Card Office located in Markham Hall Room 206B at the cost of \$20 per card.

PARKING PERMITS

During your check-in, you will have the opportunity to obtain your parking permit. If you do not have vehicle information at that time, then you can obtain parking permit in the Clubhouse during normal business hours.

CABLE TV AND TELEPHONE USE POLICY

1. This policy sets forth the standards for responsible and acceptable use of University cable television and telephone resources. The following is prohibited:
 - (A) Altering system configurations without authorization or disrupting or interfering with the delivery or administration of cable TV and telephone resources. Line features are established by the University. Students are prohibited from attempting to change the features.
 - (B) Using cable TV or telephone resources for commercial or profit-making purposes without the University's express written authorization.
 - (C) Using cable TV or telephone resources for illegal activities or for conduct violating any University policy. Criminal and illegal use may include, but is not limited to, threats, harassment, copyright infringement, theft, and unauthorized access.
2. Any individual engaging in unauthorized use of cable TV, telephones, or other electronic communication systems resulting in charges or expenses to the University will be billed the amount incurred by the University, fined, and subject to disciplinary action, if deemed appropriate.
3. Suspected or known violations of this policy should be reported to the Office of Student Affairs. Violations will be processed by the appropriate University authorities and/or law enforcement agencies. Violations may result in revocation of cable TV and/or telephone resource privileges, academic integrity proceedings, faculty, staff, or student disciplinary action, or legal action.
4. Students wishing to utilize provided Cox Cable will need to check out a remote from Office of Residential Life.

HOUSING PARKING

Parking is provided for residents of all University Village complexes and the residents are required to park on the University Village parking lots with the appropriate hang-tag sticker. Parking in a nonresidential parking space on other RSU parking lots is prohibited from 7:00 am until 5:00 pm, Monday through Friday, when the University is open and classes are scheduled.

Due to the inherent hazards and potential environmental consequences, no residential parking lots may be utilized for general repair or maintenance of motor vehicles. Please restrict mechanic work to checking tire inflation, oil, transmission or other fluid levels, or changing a tire or air filter. Additional service must be performed off campus at a properly equipped facility. Derelict vehicles may be not be parked on campus and are subject to impoundment.

VISITOR PARKING

Visitors need to park in the overflow lots and are not to park in any on campus residential parking lots.

FOOD SERVICES

Serving hours for all food service facilities will be displayed at the Hillcat Cafe at the RSU Centennial Center and will be posted in the UVB Clubhouse for residents to review. Please contact Sodexo to receive more information about menu. Hours of operation for the Chapman Dining Hall for 2017-2018 are Monday through Thursday includes Breakfast 7:45 am to 10 am followed by Lunch

11 am to 2:30 pm and Dinner 5:30 pm to 8:00 pm. Hours of operation Friday through Sunday includes brunch from 10:30 am to 1 pm followed by dinner from 5 pm to 7 pm. The schedule is subject to change.

As a Resident Student, I understand and agree that:

- I am required to purchase a meal plan for the Fall and Spring semesters, and,
- If I select Meal Plan A, B, or C, any unused meals will be forfeited each week, unused Flex Dollars will roll over from the Fall semester to the Spring Semester, and any unused meals or Flex Dollars remaining at the end of the Spring semester will be forfeited, or,
- If I select Meal Plan D (Block Plan), any unused meals or unused Flex Dollars will roll over from the Fall semester to the Spring semester and any unused meals or Flex Dollars remaining at the end of the Spring semester will be forfeited, and,
- I have the first two weeks of the fall and spring semester to change my meal plan with additional charges, if applicable, applied to my student account depending on Flex Dollars activity on my account through the date which I request a change in my plan.

COUNSELING SERVICES

The University Counseling Center was developed to provide services which complement the Rogers State University mission to prepare students to achieve professional and personal goals in dynamic local and global communities. The Counseling Center can assist with situations that are unique to the university student.

- | | |
|--|----------------------|
| ➤ Personal Issues including Anxiety and Depression | |
| ➤ Academic Concerns | |
| ➤ Conflict Resolution | ➤ Stress Management |
| ➤ Time Management | ➤ Financial Concerns |
| ➤ Adjustment to University Life | ➤ Study Skills |

RSU Counseling Services are designed to help students meet their educational goals, learn the process of problem solving, increase and enhance their ability for satisfying interpersonal marriage/family and peer relationships, define future career goals, and maximize their capacity for continued emotional growth beyond the University educational experience. There are no costs for counseling services, and all information is confidential in accordance with professional, legal, and state ethical guidelines. The Counseling Center, located in the Centennial Center, is open from 8 am to 5 pm weekdays. Appointments may be made either in person, ~~or~~ by phone at (918) 343-7845 or by email. Appointments outside of regular office hours may also be available. The Counseling Center is here for the benefit of the most important people on the RSU campus, our students.

STUDENTS WITH DISABILITIES

Rogers State University is committed to the goal of achieving equal educational opportunity and full participation for students with disabilities. Consistent with the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, Rogers State University ensures that no “qualified individual with a disability” will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination on the basis of disability under any program or activity offered by Rogers State University.

Rogers State University will reasonably accommodate otherwise qualified individuals with a disability unless such accommodation would pose an undue hardship, would result in a fundamental alteration in the nature of the service, program, or activity, or would cause undue financial or administrative burdens. The term reasonable accommodation is used in its general sense in this policy to apply to students. A student must self-identify as an individual with a disability and provide appropriate diagnostic information that substantiates the disability. The Office of Student Affairs Disability Services then will assess the impact of the disability on the student’s academic program and record the required

academic accommodations in a memo the student may give to appropriate faculty members. All diagnostic information is confidential. Individuals who have complaints alleging discrimination based upon a disability may file them with the [Employment and Benefits Office Equal Opportunity Officer](#) in accordance with prevailing University discrimination grievance procedures. Contact the [Employment and Benefits Office Equal Opportunity Center](#) in or the Office of Student Affairs to obtain a complete copy of the University's Reasonable Accommodation policy.

STUDENT HEALTH CENTER

The RSU Student Health Center is located in the Health Science building room 164. Hours of operation are Monday through Friday from 8 am to 12 pm and 1 pm to 5 pm. The doctor is generally on site Monday, Wednesday, and ~~Friday~~ [Thursday](#) from ~~10~~ [9](#)am to 12 pm and 1 pm to ~~3~~ [2](#) pm. [However, it is best to call 918-343-7614 to make an appointment. The Student Health Center will be closed during the following times: December 8, 2017 and reopen January 16, 2018 and May 11, 2018 and will reopen June 18, 2018.](#)

Examples of the services provided include physical exams, immunizations, free OTC medications, treatment for acute conditions and a few on site lab tests.

CAREER SERVICES

Career Services prepares students for future employment by offering career planning advice and decision-making and assessment tools. Our staff will help you every step of the way from choosing a major, developing a career search strategy, applying for internships and accepting jobs.

STUDENT ACTIVITIES/ORGANIZATIONS

As you are about to find out, the college experience is more than just reading textbooks, taking good notes, and earning your final grades. It is often those times you share outside of the classroom that will provide you with some of the greatest lessons you will learn during your time at RSU – whether it is making new friends, participating in campus events, being part of student organizations, or helping those less fortunate in the community.

The University is committed to educating the whole person - that means participating in community service projects, beginning lifelong friendships, and putting classroom knowledge to work in real-world situations.

In order to develop your “real world” skills outside the classroom, the University encourages you to become involved with on-campus organizations. For more information contact the Office of Student Affairs at 918-343-7755 or stop by Student Affairs Office located in the Centennial Center.

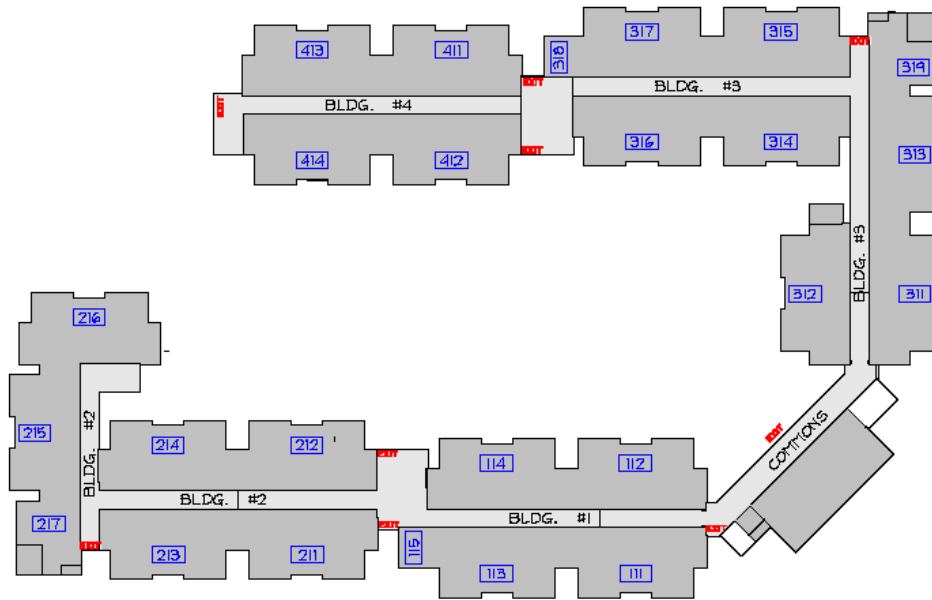
ALWAYS SOMETHING TO DO!

On-campus student activities range from the silly to the serious – but all are designed to spark your social, physical, and intellectual development. Plus, it is a great way to meet people, take a much-needed study break, or explore a new interest. Student activity programming includes everything from lectures and fine arts events to movie nights, intramural sports events, musical performances, on-campus concerts, and games at the Centennial Center.

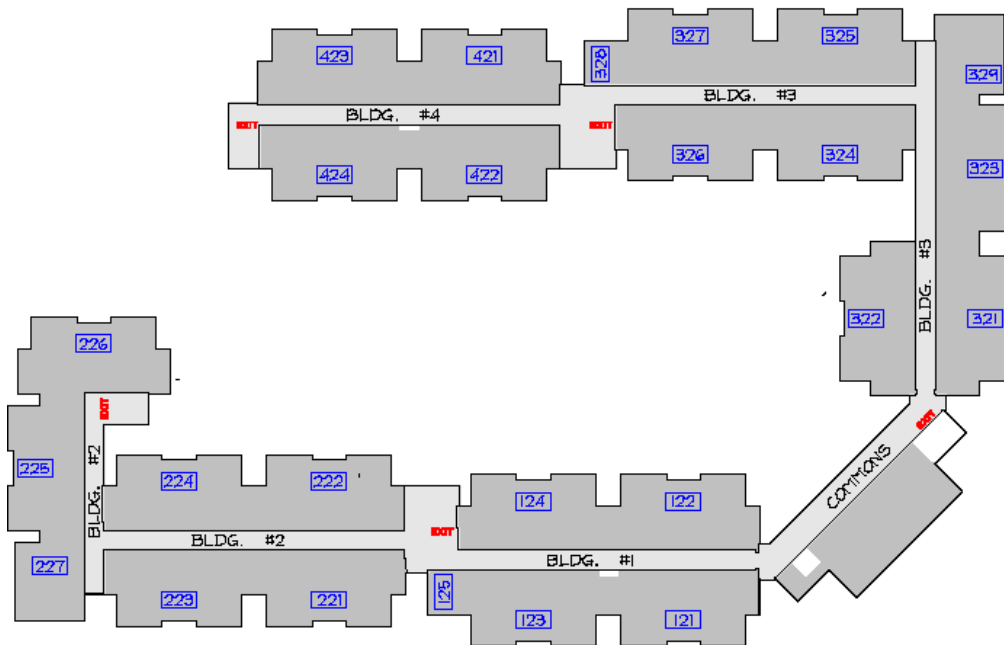
The Centennial Center is the focal point for student activity on campus. A wide variety of events are hosted in the building throughout the year, and it contains table games, a study area, 24/7 computer lab, lounges, restrooms, vending and a television lounge. The [RSU Hillcat Café](#), [Hilltop Coffee Shop & Juice Bar](#), and the University Bookstore are also located in the Centennial Center.

Appendix A

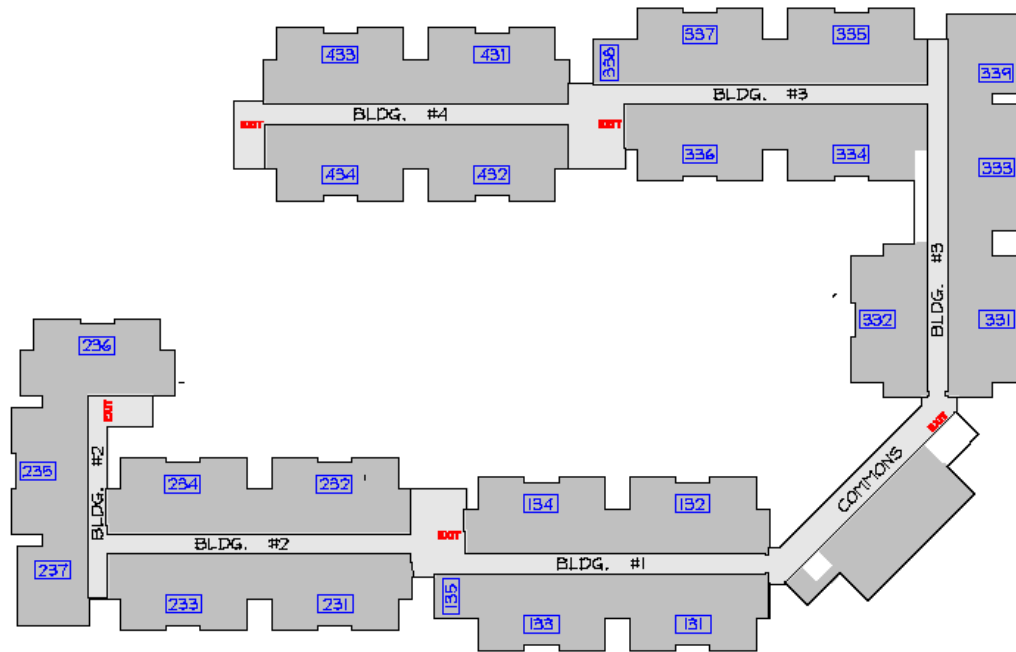
University Village A 1st Floor



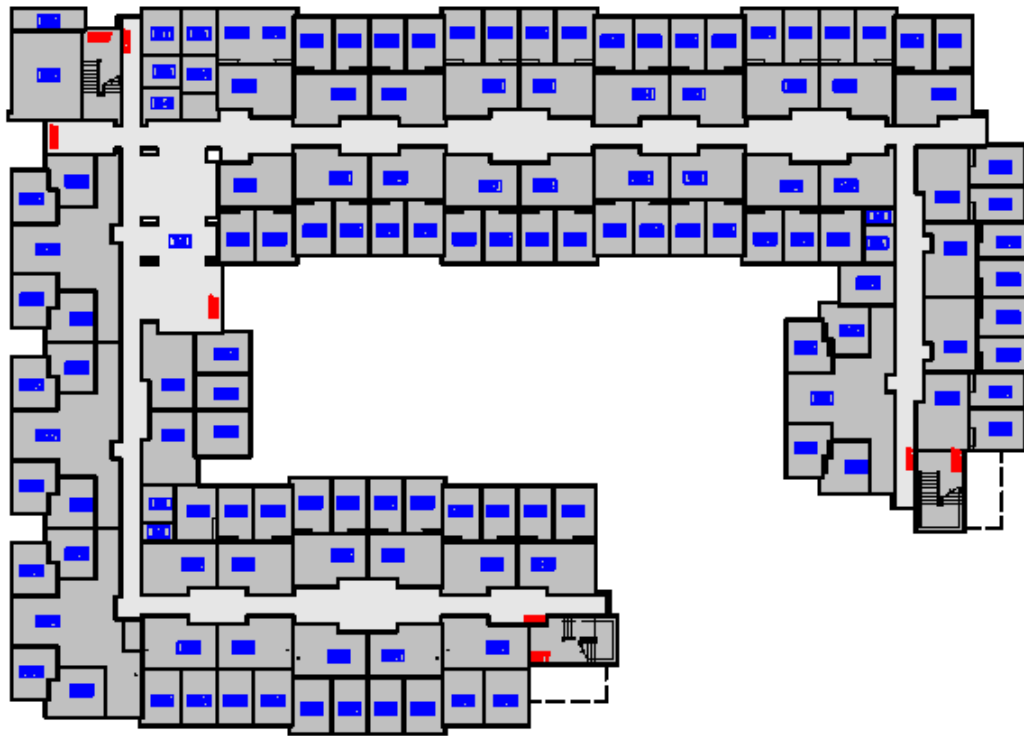
University Village A 2nd Floor



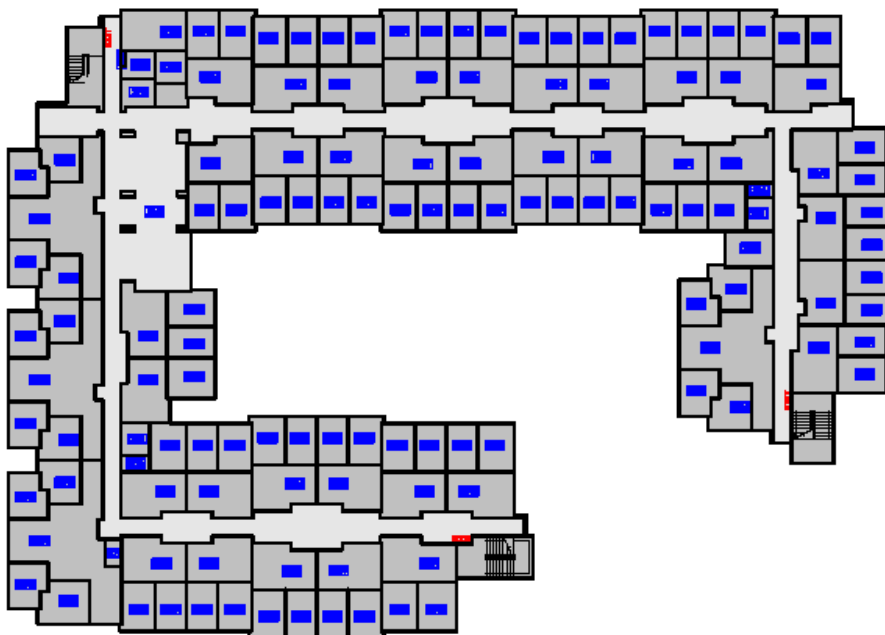
University Village A 3rd Floor



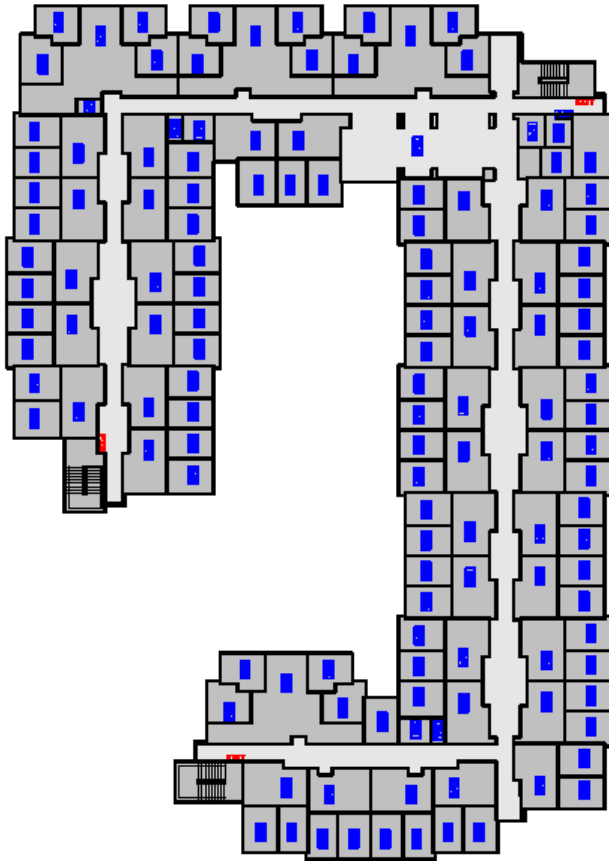
University Village B 1st Floor



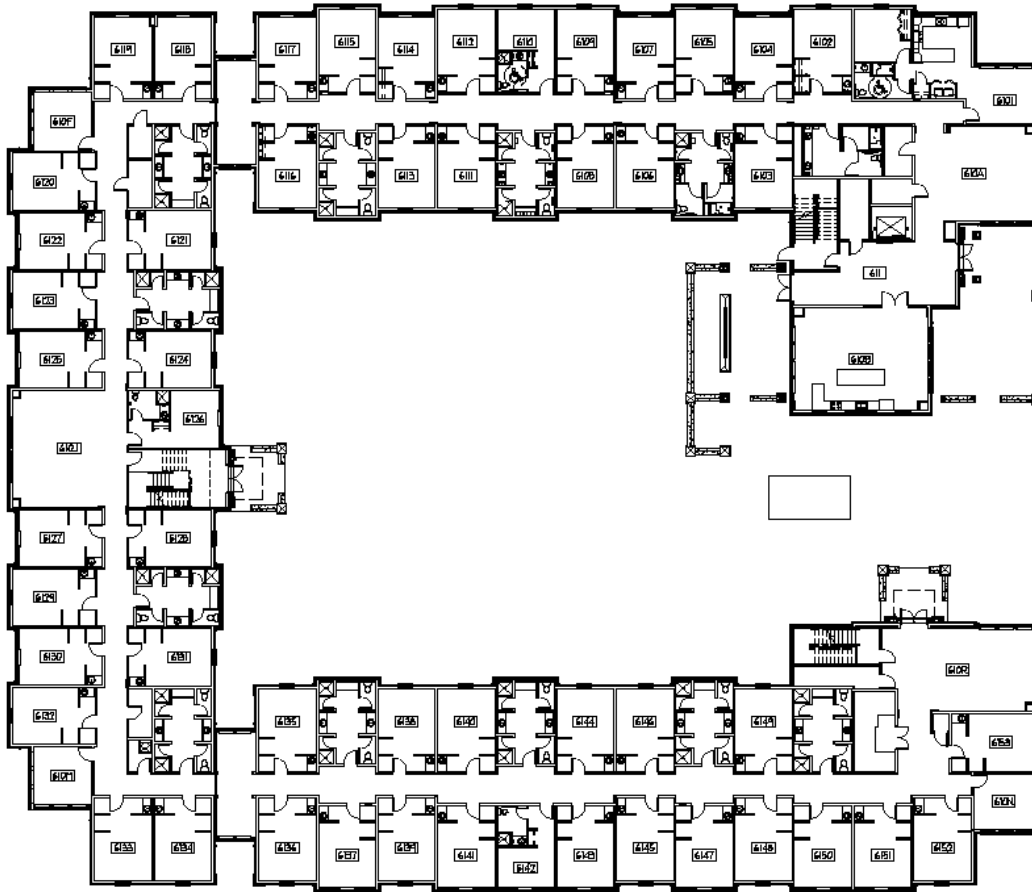
University Village B 2nd Floor



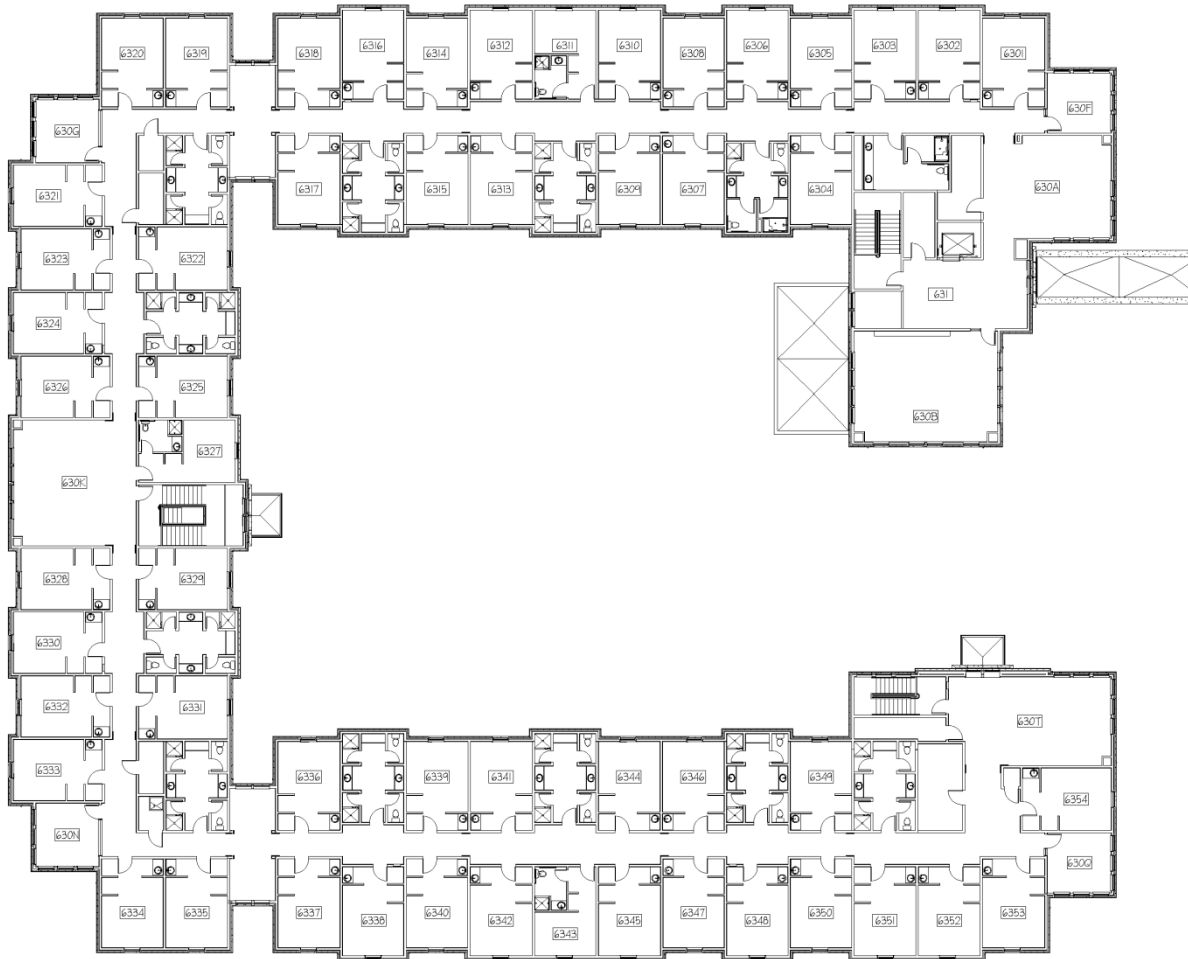
University Village B 3rd Floor



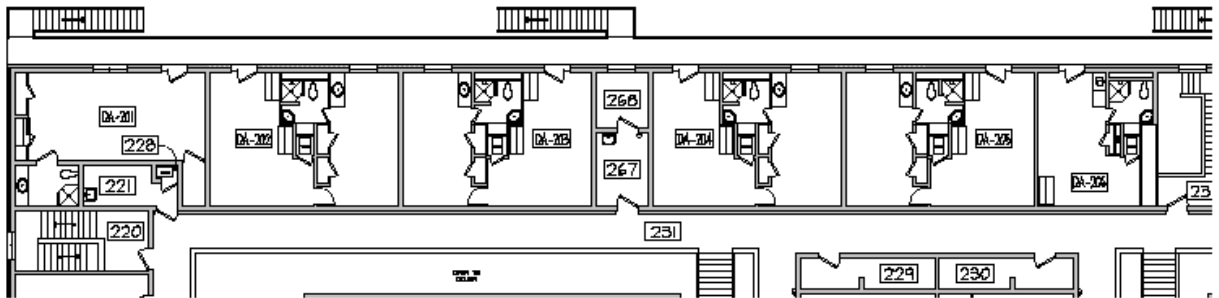
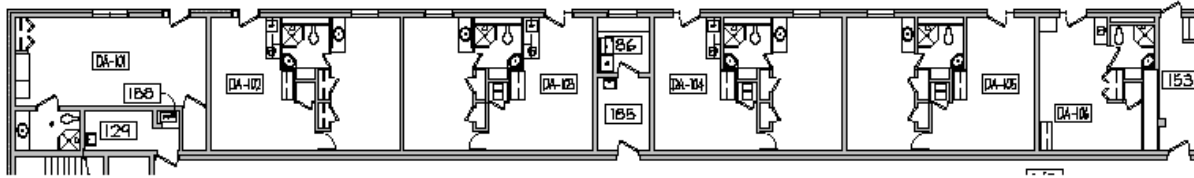
UVC 1st floor



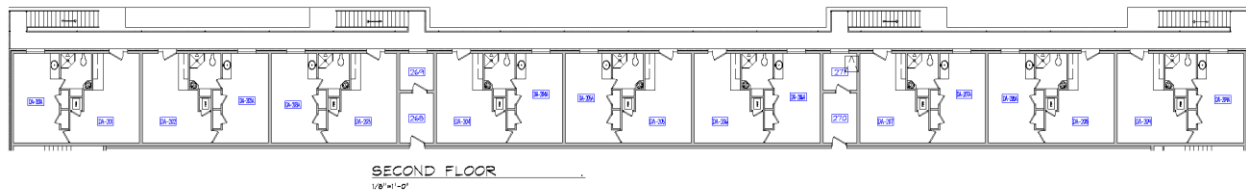
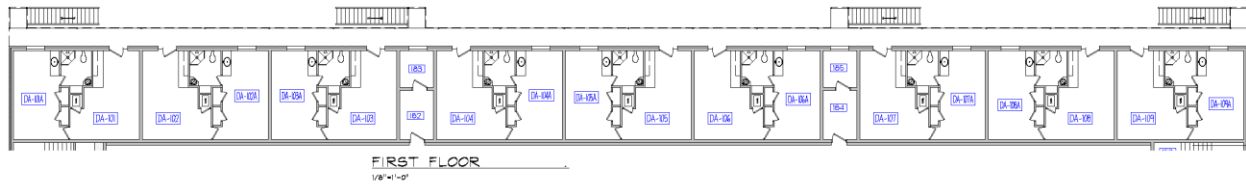
UVC 3rd floor



Downs Hall



Family Housing



COURSE ADDITIONS

<u>Prefix /Number</u>	<u>Title</u>
ENSC 3203	Prescription Burning and Grazing Management

COURSE DELETIONS

<u>Prefix /Number</u>	<u>Title</u>
BIOL 3034	Developmental Biology
BIOL 4772	Teaching of Biology

COURSE MODIFICATIONS

<u>Prefix /Number</u>	<u>Title</u>	<u>Comments</u>
ART 1123	Drawing II	Change in prerequisites
ART 1223	Design II	Change in prerequisites
ART 2313	Painting	Change in prerequisites
ART 2413	Printmaking	Change in prerequisites
ART 3133	Figure Drawing	Change in prerequisites
ART 4143	Advanced Drawing	Change in prerequisites
ART 4323	Advanced Painting	Change in prerequisites
ART 4713	History of Graphic Design	Change in prerequisites
BIOL 1214	Human Biology	Change in description and contact hours
BIOL 1214L	Human Biology Lab	Change in description and contact hours
BIOL 2124	Introduction to Microbiology	Change in description, prerequisites, and title
BIOL 2124L	Introduction to Microbiology Lab	Change in description, prerequisites, and title
BIOL 2134	Human Physiology	Change in prerequisites
BIOL 2134L	Human Physiology Lab	Change in prerequisites
BIOL 2144	Botany	Change in prerequisites
BIOL 2144L	Botany Lab	Change in prerequisites
BIOL 2154	Zoology	Change in prerequisites

EXHIBIT D

BIOL	2154L	Zoology Lab	Change in prerequisites
BIOL	3014	Principles of Genetics	Change in prerequisites and title
BIOL	3014L	Principles of Genetics Lab	Change in prerequisites and title
BIOL	4163	Principles of Plant Physiology	Change in content, description, prerequisites, and title
CIS	2023	Business Applications of C++	Change in prerequisites
CIS	2033	Fundamentals of Systems Analysis and Design	Change in prerequisites
CIS	3064	COBOL Programming	Change in prerequisites
CIS	3064L	COBOL Programming Lab	Change in prerequisites
CIS	3183	Structured Query Language	Change in prerequisites
CIS	4013	Data Warehousing	Change in prerequisites
CIS	4023	Data Mining	Change in prerequisites
CS	1301	Operating Systems Utilities I	Change in corequisites
CS	1514	Computer Science II	Change in prerequisites
CS	1514L	Computer Science II Lab	Change in prerequisites
CS	2333	Web Systems Technologies	Change in prerequisites
CS	2413	Data Structures	Change in prerequisites
CS	2513	Computer Organization/Architecture	Change in prerequisites
CS	3343	Numerical Analysis I	Change in prerequisites
CS	3573	Computer Graphics	Change in prerequisites
CS	3713	Algorithm Analysis	Change in prerequisites
CS	4233	Capstone Project	Change in prerequisites
IT	1063	Introduction to Networking	Change in prerequisites
IT	2414	Programming II	Change in prerequisites
IT	2414L	Programming II Lab	Change in prerequisites
IT	3603	Human Computer Interface Development	Change in prerequisites
IT	4342	Legal & Ethical Issues: IT Professional	Change in prerequisites

EXHIBIT D

IT	4444	IT Capstone	Change in prerequisites
JRMP	2333	TV Studio Production	Change in prerequisites
MIS	2013	Programming I	Change in prerequisites
MIS	3013	Management Information Systems	Change in prerequisites
MIS	3021-3	Business Software Applications	Change in prerequisites
MIS	3083	Systems Analysis and Design	Change in prerequisites
MIS	4533	Applied Problems in MIS	Change in prerequisites
MKTG	3533	Personal Selling	Change in description
RUSN	1113	Beginning Russian I	Change in status
THTR	3833	Theatre and Drama: 20th Century and China	Change in title

NORMAN CAMPUS

The University is requesting the tuition and mandatory fees rates listed below which reflect an overall average increase for resident undergraduate and graduate students of 5.0% and nonresident undergraduate and graduate students of 6.5% and 4.3%, respectively.

Undergraduate Tuition & Mandatory Fee Rates

	<u>AY2017 Rate</u>	<u>AY2018 Rate</u>	<u>Change</u>
	<u>Tuition Charged by Credit Hour</u>		
Resident Tuition	\$ 152.50	\$ 159.60	\$ 7.10
Nonresident Tuition	\$ 477.40	\$ 512.70	\$ 35.30
Total Nonresident Tuition	\$ 629.90	\$ 672.30	\$ 42.40

Undergraduate Guaranteed Resident Tuition Charged by Credit Hour

Beginning with the 2008-2009 academic year, House Bill 3397 passed by the Oklahoma Legislature requires that a new undergraduate student be given the opportunity to choose to participate in the Guaranteed Tuition Rate Program. A first time full-time undergraduate student who is a resident of Oklahoma can choose to pay a guaranteed rate based on the projected average for the next four (4) years (“the Plan”) or at the annual rate charged each year. Pursuant to “The Plan”, the resident undergraduate guaranteed tuition rate is \$183.50 per credit hour for students entering Fall 2017, Spring 2018 or Summer 2018.

	<u>AY2017 Rate</u>	<u>AY2018 Rate</u>	<u>Change</u>
Guaranteed Resident Tuition	\$ 175.32	\$ 183.50	\$ 8.18
for students entering Fall 2017, Spring 2018 or Summer 2018			

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 2017-2018 summer term.

	<u>AY2017 Rate</u>	<u>AY2018 Rate</u>	<u>Change</u>
Resident Annual Flat Rate Tuition & Mandatory Fee (15 credit hours)	\$ 4,315.25	\$ 4,531.25	\$ 216.00
Nonresident Annual Flat Rate Tuition & Mandatory Fee (15 credit hours)	\$11,476.25	\$12,221.75	\$ 745.50

Mandatory Fees Charged by Credit Hour

	<u>AY2017 Rate</u>	<u>AY2018 Rate</u>	<u>Change</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	\$ 12.00	\$ 12.50	\$ 0.50
Transit Fee	\$ 2.00	\$ 2.50	\$ 0.50
Security Services Fee	\$ 3.75	\$ 3.75	\$ 0.00
Academic Excellence Fee	\$ 35.80	\$ 39.10	\$ 3.30
Special Event Fee	\$ 2.00	\$ 2.00	\$ 0.00
Academic Facility & Life Safety	\$ 30.00	\$ 32.50	\$ 2.50

EXHIBIT E

Educational Network Connectivity Fee	\$ 17.00	\$ 17.50	\$ 0.50
International Programs Fee	\$ 0.50	\$ 0.50	\$ 0.00
Academic Records Service Fee	\$ 2.00	\$ 2.00	\$ 0.00

	<u>AY2017 Rate</u>	<u>AY2018 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 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	\$ 203.60	\$ 213.30	\$ 9.70
Nonresident Tuition	\$ 587.60	\$ 610.80	\$ 23.20
Total Nonresident Tuition	<u>\$ 791.20</u>	<u>\$ 824.10</u>	<u>\$ 32.90</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	\$ 12.00	\$ 12.50	\$ 0.50
Transit Fee	\$ 2.00	\$ 2.50	\$ 0.50
Security Services Fee	\$ 3.75	\$ 3.75	\$ 0.00
Academic Excellence Fee	\$ 35.80	\$ 39.10	\$ 3.30
Special Event Fee	\$ 2.00	\$ 2.00	\$ 0.00
Academic Facility & Life Safety	\$ 30.00	\$ 32.50	\$ 2.50
Educational Network Connectivity Fee	\$ 17.00	\$ 17.50	\$ 0.50
Academic Records Service Fee	\$ 2.00	\$ 2.00	\$ 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 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 2017 meeting, all Fall 2018 incoming undergraduate and graduate students on the Norman Campus are required to pay cohort specific Academic Excellence Fees totaling \$82.50 per credit hour. Cohort specific Academic Excellence Fees remain unchanged over time and are applicable for only three academic years.

COLLEGE OF LAW

	<u>AY2017 Rate</u>	<u>AY2018 Rate</u>	<u>Change</u>
<u>Tuition Charged by Credit Hour</u>			
Resident Tuition	\$ 473.00	\$ 504.00	\$ 31.00
Nonresident Tuition	\$ 347.50	\$ 379.50	\$ 32.00
Total Nonresident Tuition	<u>\$ 820.50</u>	<u>\$ 883.50</u>	<u>\$ 63.00</u>

Mandatory Fees Charged by Credit Hour

Student Facility Fee	\$ 14.50	\$ 14.50	\$ 0.00
Student Activity Fee	\$ 5.95	\$ 5.95	\$ 0.00
Library Excellence Fee	\$ 11.00	\$ 11.00	\$ 0.00
Transit Fee	\$ 2.00	\$ 2.00	\$ 0.00
Security Services Fee	\$ 3.75	\$ 3.75	\$ 0.00
Academic Excellence Fee	\$ 25.60	\$ 25.60	\$ 0.00
Special Event Fee	\$ 2.00	\$ 2.00	\$ 0.00
Academic Facility & Life Safety	\$ 22.50	\$ 22.50	\$ 0.00
Law Student Technology Services Fee	\$ 30.90	\$ 30.90	\$ 0.00
Educational Network Connectivity Fee	\$ 15.30	\$ 15.30	\$ 0.00

Mandatory Fees Charged by Semester

Student Health Care Fee	\$ 74.00	\$ 74.00	\$ 0.00
Summer	\$ 37.00	\$ 37.00	\$ 0.00
Cultural & Recreational Service Fee	\$ 12.50	\$ 12.50	\$ 0.00
Summer	\$ 6.25	\$ 6.25	\$ 0.00
Academic Records Service Fee	\$ 15.00	\$ 15.00	\$ 0.00
Summer	\$ 15.00	\$ 15.00	\$ 0.00

HEALTH SCIENCES CENTER

Professional Program Tuition Rates Charged by Semester

Professional Program	<u>AY2017 Rate</u>	<u>AY2018 Rate</u>	<u>Change</u>
College of Medicine			
Resident Tuition Per Semester	\$12,015.00	\$12,376.00	\$ 361.00
Nonresident Tuition Per Semester	\$27,422.00	\$28,246.00	\$ 824.00
College of Dentistry			
Resident Tuition Per Semester	\$12,031.00	\$13,114.00	\$1,083.00
Nonresident Tuition Per Semester	\$28,556.00	\$31,126.50	\$2,570.50
Physician's Associate			
Resident Tuition Per Semester	\$ 6,043.00	\$ 6,224.50	\$ 181.50
Nonresident Tuition Per Semester	\$13,628.00	\$14,037.50	\$ 409.50
Doctor of Pharmacy			
Resident Tuition Per Semester	\$ 7,957.00	\$ 7,957.00	\$ 0.00
Nonresident Tuition Per Semester	\$17,853.00	\$17,853.00	\$ 0.00
Occupational Therapy			
Resident Tuition Per Semester	\$ 3,948.50	\$ 4,146.00	\$ 197.50
Nonresident Tuition Per Semester	\$ 9,477.00	\$ 9,951.00	\$ 474.00
Doctor of Physical Therapy			
Resident Tuition Per Semester	\$ 4,996.00	\$ 5,246.00	\$ 250.00
Nonresident Tuition Per Semester	\$12,617.00	\$13,248.50	\$ 631.50
Audiology AuD			
Resident Tuition Per Semester	\$ 4,681.50	\$ 4,681.50	\$ 0.00
Nonresident Tuition Per Semester	\$12,236.50	\$12,236.50	\$ 0.00

Professional Program Tuition Rates Charged by Credit Hour

Public Health Professional Programs			
Resident Tuition Per Credit Hour	\$ 388.30	\$ 388.30	\$ 0.00
Nonresident Tuition Per Credit Hour	\$ 1,049.80	\$ 1,049.80	\$ 0.00
Doctor of Nursing Practice			
Resident Tuition Per Credit Hour	\$ 467.90	\$ 481.95	\$ 14.05
Nonresident Tuition Per Credit Hour	\$ 1,124.65	\$ 1,158.40	\$ 33.75
Master of Science in Nursing			
Resident Tuition Per Credit Hour	\$ 271.60	\$ 279.75	\$ 8.15
Nonresident Tuition Per Credit Hour	\$ 876.85	\$ 903.20	\$ 26.35

EXHIBIT EMandatory Fees Charged by Credit Hour

	<u>AY 2017 Rate</u>	<u>AY2018 Rate</u>	<u>Change</u>
Academic Facility and Life Safety Fee	\$ 7.50	\$ 7.50	\$ 0.00
Academic Records Fee	\$ 2.00	\$ 2.00	\$ 0.00
Library Automation and Materials Fee	\$ 13.00	\$ 15.00	\$ 2.00
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	\$ 17.00	\$ 17.50	\$ 0.50
Student Assessment Fee	\$ 1.25	\$ 1.25	\$ 0.00

Mandatory Fees Charged by Semester

	<u>AY 2017 Rate</u>	<u>AY2018 Rate</u>	<u>Change</u>
Cultural & Recreational Services Fee	\$ 132.25	\$ 132.25	\$ 0.00
Counseling Services Fee	\$ 24.00	\$ 24.00	\$ 0.00
Registration	\$ 20.00	\$ 20.00	\$ 0.00
Student Health Fee	\$ 74.00	\$ 74.00	\$ 0.00

HOUSING AND FOOD SERVICES PROPOSED RATE INCREASE FOR FRESHMAN RESIDENCE HALLS FY18			
Consultants Recommended Rates			
	CURRENT RATES 2016-2017	PROPOSED INCREASES*	NEW RATES 2017-2018
RESIDENCE HALLS/semester			
TOWERS (Walker, Adams, Couch)			
Double	\$3,006	\$ 90	\$3,096
Single	\$4,565	\$ 137	\$4,702
QUADS (Cate)			
Double	\$2,443	\$ 73	\$2,516
Single	\$3,603	\$ 108	\$3,711
MEAL PLANS/semester			
ALL	\$2,134	\$ 64	\$2,198
Combined room and board for double at towers – the most common options	\$5,140	\$ 154	\$5,294
Kraettli/Month			
2 Bd Furnished	\$ 750	\$ 22	\$ 772
2 Bd Unfurnished	\$ 665	\$ 20	\$ 685
Traditions/Month			
2 Bd/1 Bt – 9 mo.	\$ 551	\$ 17	\$ 568
2 Bd/2 Bt – 9 mo.	\$ 625	\$ 19	\$ 644
4 Bd/2 Bt – 9 mo.	\$ 534	\$ 16	\$ 550
HSC University Village/Month			
Flat	\$ 623	\$ 0	\$ 623
Townhouse	\$ 966	\$ 0	\$ 966

- 3% rate increase for Double Occupancy in the residence halls.
- 3% rate increase for a single room in the Residence Halls.
- 3% rate increase for Food Services meal plans.
- 3% rate increase for Traditions Square and Kraettli Apartments.
- 0% rate increase for HSC Village Apartments

HOUSING AND FOOD SERVICES
PROPOSED RATES FOR RESIDENTIAL COLLEGES FY18

Room Type	Rate/Semester
Two Bed / Double	\$3,999
Two Bed / Single / Living	\$5,299
One Bed Single	\$5,099
One Bed Single / Bath	\$5,999
Three Bed / Living / Bath	\$5,499
Meal Plan	\$2,198
Combined Room and Board for the most common option.	\$6,197

HEADINGTON HALL
PROPOSED RATE INCREASE FOR FY18

Rate per Semester	Current Rate	Proposed Increase	Proposed New Rate
2 Bed / 2 Bath Single	\$5,335	\$ 68	\$5,403
2 Bed / 2 Bath Double	\$3,515	\$156	\$3,671
2 Bed / 1 Bath Single	\$4,295	\$187	\$4,482
4 Bed / 2 Bath Single	\$3,775	\$166	\$3,941
Meal Plan	\$2,134	\$ 64	\$2,198
Combined Room and board for the most common option	\$5,649	\$241	\$5,869

COMPARISON OF ROOM AND BOARD RATES
OF THE BIG 12 SCHOOLS

Double occupancy room with standard meal plan 2017-2018 academic year.

Rank	Institution	Total
1	TCU	\$12,300
2	Baylor	\$11,756
3	Texas	\$11,521
4	West Virginia	\$10,971
5	Oklahoma	\$10,588
6	Kansas State	\$10,390
7	Kansas	\$10,369
8	Oklahoma State	\$10,330
9	Iowa State	\$9,979
10	Texas Tech	\$9,388

UNIVERSITY OF OKLAHOMA
COLLEGE OF MEDICINE FACULTY CLINICAL GROUP PRACTICE
OU PHYSICIANS – OKLAHOMA CITY

BYLAWS

June 14, 2017

TABLE OF CONTENTS

	Page
ARTICLE 1. Organization and Composition	1
Section 1.1. Name	1
Section 1.2. Effective Date	1
Section 1.3. Composition and Structure.....	1
Section 1.4. Membership	1
ARTICLE 2. Mission and Purpose	1
Section 2.1. Mission.....	1
ARTICLE 3. Governance	2
Section 3.1. OUP Council	2
Section 3.2. OUP Council Duties.....	3
Section 3.3. Reserved Powers	3
Section 3.4. Council Chair	4
Section 3.5. Vice Chair	4
Section 3.6. Secretary.....	4
Section 3.7. Other Members	4
Section 3.8. Appointment of Voting Council Members.....	4
Section 3.9. Standing Committees	4
Section 3.10. Nominating Committee	5
Section 3.11. Finance and Budget Committee.	5
Section 3.12. Quality and Operations Committee.....	5
Section 3.13. Compliance and Ethics Committee.....	5
ARTICLE 4. Council Membership	5
Section 4.1. Composition.....	5
Section 4.2. Number and Appointment of Members.....	<u>65</u>
Section 4.3. Transition Period Council.....	<u>665</u>
Section 4.4. Membership Term	6
Section 4.5. Vacancies	6
Section 4.6. Resignations.....	6
Section 4.7. Removal	<u>76</u>
Section 4.8. Annual Meeting	<u>76</u>
Section 4.9. Regular Meetings.....	<u>776</u>
Section 4.10. Special Meetings.....	<u>776</u>
Section 4.11. Quorum.....	<u>776</u>
Section 4.12. Voting	<u>776</u>
Section 4.13. Compensation.....	7
ARTICLE 5. Executive Leadership	7
Section 5.1. Executive Leadership	7
Section 5.2. President.....	<u>87</u>
Section 5.3. Chief Executive Officer.....	<u>887</u>
Section 5.4. Removal	<u>887</u>
ARTICLE 6. Organization and Responsibilities of Clinical Practice Divisions' Clinical Units	<u>887</u>
Section 6.1. Clinical Practice Divisions.....	<u>887</u>
Section 6.2. Clinical Units	8

ARTICLE 7. Amendment Bylaws.....98
 Section 7.1. Amendments98
 Section 7.2. Review.998

ARTICLE 8. Definitions.....8
 Section 8.1. Definitions.....998

ARTICLE 1.

Organization and Composition

Section 1.1. Name. The faculty clinical group practice of the University of Oklahoma College of Medicine (“OUCOM”), a division of the Board of Regents of the University of Oklahoma by and through the University of Oklahoma Health Sciences Center (“OUHSC”), shall be known as and hereafter referred to as OU Physicians (“OUP”). The name OU Physicians shall be used by both the OU Physicians Oklahoma City and School of Community Medicine Tulsa group practice operational units; however, the remainder of this document refers only to the Oklahoma City OUP operational unit. Children’s healthcare specialists are an integral part of OUP and will be organized within OUP; however, they may use the name OU Children’s Physicians (“OUCP”) for marketing and business purposes provided that for all contracting purposes both OUP and OUCP shall appropriately indicate their legal status as part of the University (“OU”) (i.e., Board of Regents of the University of Oklahoma by and through OU Physicians).

Section 1.2. Effective Date. These bylaws shall go into effect July 1, 2017 (“Effective Date”) ~~pending approval of the Board of Regents of the University of Oklahoma~~ (see Article 4, Section 4.1).

Section 1.3. Composition and Structure. Organizationally, OUP is a component of the University of Oklahoma Board of Regents and accordingly operates under the Board’s authority and is subject to both Board of Regent’s policy and oversight¹. OUP will initially consist of two ~~Clinical Practice~~ ~~Divisions~~ designated as the “Adult Clinical Practice Division” and the “Children’s Clinical Practice Division” (see Article 6, Section 6.1). Within each ~~Clinical Practice~~ ~~Division~~, OUP-designated Clinical Units shall be established initially to correspond to each OU COM clinical science department. Furthermore, OUP may organize Clinical Units as multidisciplinary service lines, which may include non-faculty physicians or faculty non-physicians, and Clinical Units may be affiliated with OUHSC Centers (see Article 6, Section 6.2). From a clinical practice perspective, clinical faculty will initially be primarily assigned to Clinical Units in either the ~~Adult or Children’s Clinical Practice~~ ~~Division~~, recognizing that it may be necessary for some faculty to have a presence in both ~~Clinical Practice~~ ~~Divisions~~.

Section 1.4. Membership. OUP shall be the exclusive faculty clinical group practice of OU COM and includes all OU-employed full-time and part-time physician faculty of OU COM clinical departments, OU-employed full-time non-faculty physicians, designated volunteer physician faculty, and designated nonfaculty physician personnel who render clinical services directly to patients on behalf of OUHSC’s affiliated clinics or its major affiliated hospital partners, including OU Medical System (“OUMS”). OU-employed non-physician faculty may become members of OUP upon the recommendation of their respective department chair and the OU COM Executive Dean and the approval of the Senior Vice President and Provost (hereafter “SVP/Provost”) of OUHSC. Members shall abide by accepted clinical practice standards and the regulations governing professional practices and the rights of patients. The individual practitioners of OUP will fulfill contractual obligations and provide services as required and agreed upon by OUP.

ARTICLE 2.

Mission and Purpose

Section 2.1. Mission. The mission of OUP shall be to lead and advance the patient care mission of OU COM and OUHSC and to support the missions of medical education; training; and basic, translational, and clinical research.

¹ As a component of the University of Oklahoma, OUP and the OUP Council remain subject not only to these bylaws, but also to Board of Regents’ policies and other laws and regulations that impact state entities (e.g., state ethics regulations, employment policies, etc.) Accordingly, OUP and the OUP Council operate within the administrative framework of the University and its designated officers.

Section 2.2. Purposes. OUP's scope includes all aspects of clinical care provided by OUP members (see Section 1.4) across all care settings,² placing patients first and fostering interprofessional collaboration and practice. The purposes for which OUP is organized include, but are not limited to, the following:

- a. Serve as a single integrated faculty clinical group practice that attracts and retains leading healthcare professionals and serves as a foundational component of a premier academic health center and integrated care delivery network.
- b. Promote and market healthcare services to patients, payors, employers, and industry and other appropriate groups.
- c. Develop new and refine existing clinical care delivery strategies to improve quality, access, and value for patients; promote population and community health; and effectively compete in a changing healthcare environment.
- d. Conduct and coordinate medical care among networks of affiliated community healthcare providers.
- e. Facilitate the education and training of healthcare professionals in a wide range of healthcare specialties and settings.
- f. Advance research-based medicine by integrating and supporting basic, translational, and clinical research.
- g. Stimulate within the local healthcare community a culture of continuing professional development.
- h. Serve as an effective partner to OUMS and other affiliated hospitals/health systems.

ARTICLE 3.

Governance

Section 3.1. OUP Council. The OUP Council will provide direction and oversight of the management, operations, and financial viability of the faculty clinical group practice.³ The OUP Council will strategically guide OUP and implement policies that promote the culture of a fully integrated clinical group practice and the delivery of high-quality, value-based patient care in support of the ~~U~~University's patient care, teaching, and research missions. The OUP Council shall be a competency-based body on behalf of the faculty clinical group practice as a whole, rather than a representative body (see Article 4), and will be composed of both adult and children's specialists. After a defined transitional period (see Article 4, Section 4.3), the OUP Council will be composed of ~~15~~³ voting members (see Article 4.1, Section 4.2), ~~3~~² of whom shall serve as ex officio members and ~~12~~¹ of whom shall be appointed through a process recommended by the Nominating Committee and approved by the OUP Council.

² In accordance with the policies set forth by the Board of Regents of the University of Oklahoma, the OUCOM Executive Dean shall approve all site-of-practice exceptions.

³ As the governing body of the University of Oklahoma and its constituent components, the Board of Regents retains ultimate authority over the operations of OUP and the OUP Council, and both remain subject to oversight by applicable University officers. To the extent there is conflict between these bylaws and Board of Regents policy, Board of Regents policies shall control.

Section 3.2. OUP Council Duties. The OUP Council shall emulate the function of a corporate board of directors for OUP, functioning under the auspices of the Board of Regents⁴ by and through the SVP/Provost. In addition to guiding the division strategically and maintaining alignment with OUCOM, specific powers of the OUP Council include, but are not limited to:

- a. Recommending the appointment of both the OUP President and the OUP Chief Executive Officer (“CEO”), such officers to emulate the traditional corporate function of the respective roles.
- b. Creating OUP Clinical Units and recommending appointment of Clinical Unit physician leaders (“Clinical Unit Leaders”) and Clinical Practice Division physician leaders (“Clinical Practice Division Leaders”), subject to the processes described in Sections 6.1 and 6.2.
- c. Directing necessary actions through the OUP executive leadership team, as described in Section 5.1, and Clinical Unit Leaders to ensure OUP consistently functions as a single, integrated multispecialty faculty clinical group practice.
- d. Approving annual operating and capital budgets and any professional services agreements with OUMS and/or other designated affiliates.
- e. Approving payor contracts and participating in clinical networks.
- f. Approving other key business, fiscal, and operational policies and procedures for OUP (e.g., expansion of clinical practice policy, clinic access standards).
- g. Identifying and approving corrective actions for deficiencies in clinical services.
- h. Approving clinical compensation/incentive plans of the Clinical Units.
- i. Approving expenditures that exceed limits determined periodically by the OUP Council.
- j. Determining the desired competencies for the OUP Council.
- k. Approving OUP Council voting members recommended by the Nominating Committee, as well as removing voting members.
- l. Approving OUP strategic plans in accordance with OUCOM, OUHSC, and OUMS strategic plans/goals.
- m. Ensuring OUP functions in a manner that upholds its obligations to patients, students and trainees, faculty members, and the University of Oklahoma.

Section 3.3. Reserved Powers. Subject to the powers and policies of the OU Board of Regents, the OUP Council is authorized and is expected to carry out duties such as those listed in Section 3.2 above. However, through this governance structure certain actions of OUP will be subject to reserved powers held by OU⁴ and exercised through the OUCOM Executive Dean ~~of the College of Medicine~~, subject to the advice and consent of the SVP/Provost, including the following:

4 The Board of Regents maintains certain required review and approval policies (including appointment and removal of personnel and approval of contracts) that limit the ability ~~of the OUP Council~~ to act unilaterally without formal Board of Regents approval; the powers ~~of the OUP Council~~ enumerated herein remain subject to those Board of Regents approval policies.

- a. Appointment of members to and removal of members from the OUP Council as may be approved by the OUP Council, as noted in Section 3.2(k).
- b. Selection/appointment and removal of the OUP President and OUP CEO as may be recommended by the OUP Council, as noted in Section 3.2(a).
- c. Appointment and removal of Clinical Practice Division Leaders and/or a Clinical Unit Leader.
- d. Change of control, major restructuring, or major transactions.
- e. Entering into major contracts with an impact of \$1 million or above on an annual operating basis.
- f. Approval of major strategic priorities for OUP or a Clinical Practice ~~Division~~ or Clinical Unit within.
- g. Approval of the master clinical compensation plan for OUP physicians.
- h. Review and approval of audit and other information disclosures.
- i. Approval of annual operating and capital budgets and any professional service agreements with OUMS and other designated affiliates.

Section 3.4. Council Chair. The OUP President Council will ~~elect a voting member of the OUP Council to~~ serve as the chairperson ~~with the approval of the OUCOM Executive Dean and SVP/Provost. The chairperson of the OUP Council shall be a physician licensed to practice in the State of Oklahoma.~~

Section 3.5. Vice Chair. The Adult or Children’s Clinical Practice Division Leader not filled by the OUP President (Section 6.1) OUP Council will ~~serve elect as the~~ vice chairperson, ~~through a process determined by the OUP Council, to preside over council meetings in the chairperson’s absence.~~

Section 3.6. Secretary. The OUP Council chairperson shall designate a secretary of the OUP Council. The secretary shall give notice of all meetings, keep the minutes of the OUP Council, and have charge of all of the records of the faculty clinical group practice.

Section 3.7. Other Members. Other members of the OUP Council shall have such powers and duties as are assigned by the OUP Council.

Section 3.8. Appointment of Voting Council Members. In the manner of a self-perpetuating board, appointment to the OUP Council shall be recommended by the Nominating Committee (see Section 3.10) and voted on by the existing members of the OUP Council, excluding outgoing members or members whose term is up for renewal. A simple majority vote will confirm a nominee’s proposed appointment to the OUP Council subject to appointment by the OUCOM Executive Dean as provided in Section 3.3(a). Upon a rejection of a particular nominee, the Nominating Committee will continue to submit recommendations until a majority approval is secured as provided in Section 3.3(a).

Section 3.9. Standing Committees. The OUP Council may establish such committees as it deems appropriate, provided that the establishment of each committee is approved by a majority vote of OUP Council members. All reasonable efforts will be made to coordinate OUP committees closely with those of OUMS and integrate efforts to advance the entire clinical enterprise. All standing committees of OUP shall be chaired by a voting member of the OUP Council and will include suitable ex officio University officers (e.g., finance, legal etc.). Upon the assembly of the OUP Council, the standing committees will include, but not be limited to, the committees set forth in Sections 3.10–3.13 below. Upon formation of each standing committee, the OUP Council will approve a written charter that specifies the scope and responsibilities of that committee.

Section 3.10. Nominating Committee. The OUP Council shall annually appoint a Nominating Committee of at least five members, the majority of whom will be non-OUP Council members. The OUP Council shall appoint the membership of the nominating committee to include at least one OU-employed physician from each of the following clinical areas:

- a. Children’s healthcare
- b. Adult medical services
- c. Adult surgical services
- d. Women’s healthcare
- e. Hospital based services

The Nominating Committee shall establish a process to identify, evaluate, and propose nominees for OUP Council membership based on the desired competencies provided by the OUP Council and broad faculty and other OUP member input, a list of such processes and competencies to be developed, documented and attached hereto. In making nominations, the Nominating Committee will consider the skills of each proposed Council member to ensure that the Council at all times has membership possessing each desired competency. The Nominating Committee may perform such other functions as may be requested by the OUP Council from time to time.

Section 3.11. Finance and Budget Committee. The OUP Council shall annually appoint a Finance and Budget Committee of at least five members. The committee will include the designated finance officer for OUP. Ex officio members who will collaborate closely with the OUP finance officer will include the OUCOM Senior Associate Dean for Finance and OUHSC VP for Finance and Administration. The Finance and Budget Committee may perform such other functions as may be requested by the OUP Council from time to time.

Section 3.12. Quality and Operations Committee. The OUP Council shall annually appoint a Quality and Operations Committee (or an alternative name) of at least three members. The committee will include the OUP Chief Medical Officer and/or Chief Quality Officer. The Quality and Operations Committee may perform such other functions as may be requested by the OUP Council from time to time.

Section 3.13. Compliance and Ethics Committee. The OUP Council shall annually appoint a Compliance and Ethics Committee of at least three members. The committee will additionally include resources such as the University HIPAA Privacy and Security Officials and the University Compliance Officer. The Compliance and Ethics Committee may perform such other functions as may be requested by the OUP Council from time to time.

ARTICLE 4.

Council Membership

Section 4.1. Composition. ~~At the conclusion of the Transitional Period,~~ the OUP Council will have a transitional membership for a transitional period of time and then convert to a smaller membership. For the period beginning July 1, 2017, and ending June 30, 2019 (“Transitional Period”), the Council will consist of 26 voting members (see Section 4.3). Effective July 1, 2019, the OUP Council will consist of 15 voting members (see Section 4.2), composed of both adult and children’s specialists, 12 of whom will be appointed through a competency-based process facilitated and recommended by the Nominating Committee (Article 3, Section 3.10) to ensure the Council has an appropriate mix of perspectives and capabilities. In the event of further integration between OU Physicians and OUMS, the OUP Council may designate one or more health system administrators as ex officio non-voting Council members or as standing committee members.

Section 4.2. Number and Appointment of Members. At the conclusion of the Transitional Period, the OUP Council shall consist of ~~153~~ voting members, including ~~32~~ ex officio voting members and ~~121~~ Council-appointed members. Of the ~~121~~ Council-appointed voting members, ~~109~~ shall be Clinical Unit or Clinical Practice Division Leaders and ~~two~~ shall be OU-employed practicing physicians who do not hold the position of Clinical Unit Leader, ~~and/or~~ chair of an OUCOM academic department, or Clinical Practice Division Leader (“At-Large Physicians”). The OUP Council shall consist of:

- a. SVP/Provost, OUHSC (ex officio; voting)
- b. Executive Dean, OUCOM (ex officio; voting)
- c. OUP Clinical Unit and Clinical Practice Division Leaders⁵ (~~109~~; voting)
- d. At-large OU-employed physicians (2; voting)
- e. President, OUP (ex officio; ~~non~~voting)
- f. ~~CEO, OUP (ex officio; nonvoting)~~

Section 4.3. Transition Period Council. The OUP Council shall be composed of not more than 26 voting members during the Transitional Period or at such earlier time as the OUP Council may decide through supermajority approval as defined by two-thirds affirmative vote of voting OUP Council members. Initial members of the OUP Council will include the 3 ex officio voting members designated in Section 4.2 (i.e. SVP/Provost, OUCOM Executive Dean, and OUP President), be appointed by the OUCOM Executive Dean in consultation with the SVP/Provost and will include the 18 chairs of all OUCOM clinical departments, the Stephenson Cancer Center Director, and 4 OU-employed physicians appointed by the OUCOM Executive Dean in consultation with the SVP/Provost (one of which may be the Clinical Practice Division Leader not filled by the OUP President, as in Section 3.5). Upon the expiration of the Transitional Period, the OUP Council will appoint ~~121~~ members to the permanent OUP Council alongside the 3 ex officio voting members as described in Article 3, Section 3.8. The initial term of two years shall not count against any appointed OUP Council member’s term limit.

Section 4.4. Membership Term. ~~Initial appointed~~ Other than those members serving ex officio, members shall serve a two-year term during the OUP Council’s Transitional Period. Upon the expiration of the Council’s Transitional Period, the chair of the OUP Council will divide the non-ex officio members of the permanent OUP Council into four classes of two members and one class of three members. Member terms shall be staggered such that one class will carry a term of five years, one class will carry a term of four years, one class will carry a term of three years, one class will carry a term of two years, and one class will carry a term of one year. Following the initial staggered appointments, the length of term for all non-ex officio members will be two years. Council members in the classes with initial terms of five and four years are not eligible for immediate reappointment. Other Council members may serve up to two consecutive terms at the approval of the OUP Council. Appointed members may return to the OUP Council after not serving on the Council for a full one-year period.

Section 4.5. Vacancies. Any vacancies on the OUP Council will be filled by majority OUP Council vote following the recommendation of candidates by the Nominating Committee, subject to reserved powers (Article 3, Sections 3.1, 3.2, 3.3, 3.8, and 3.10).

Section 4.6. Resignations. Any member may resign at any time by giving written notice to the chair. Such resignation shall take effect upon receipt of the written notice or at any later time specified therein.

5 Not including the OUP President, who is listed separately in 4.2(e).

Section 4.7. Removal. Appointed members may be removed by the OUP Council as set forth in Section 3.2(k), subject to the reserved powers as set forth in Section 3.3(a). Additionally, any applicable member, who is excluded from participation in Medicare, Medicaid, or any other federal healthcare program, or who loses or surrenders their medical or other professional license to practice or clinical privileges or otherwise agrees with the licensing board not to practice, shall automatically be removed from the OUP Council without any action required.

Section 4.8. Annual Meeting. The annual meeting of OUP shall be held no later than October 31 each year.

Section 4.9. Regular Meetings. In addition to the annual meeting, the OUP Council shall hold regular semi-monthly meetings at such times and places as designated by the chair or vice chair. The OUP Council has the right to enter into an executive session for purposes allowed by law, with a quorum of voting OUP Council members required to be present. Any such session will be noted as confidential in the OUP Council minutes

Section 4.10. Special Meetings. Special meetings of the OUP Council may be called by the chair or upon the written request of any ~~143~~ voting members during the ~~C~~ouncil's Transition Period and any ~~87~~ voting members after the expiration of the ~~C~~ouncil's Transition Period. If the chair or the secretary neglects to issue such a call, the members making the request may issue the call.

Section 4.11. Quorum. A quorum shall consist of a majority of the voting members of the OUP Council. Voting members may participate in person or by phone/videoconference. Official actions of the OUP Council require a majority vote of physically present members, including proxy votes cast as described in Section 4.12.

Section 4.12. Voting. At any meeting of the OUP Council, each ~~C~~ouncil member present at the meeting shall be entitled to cast one vote for any item requiring a vote at a ~~C~~ouncil meeting. Proxy voting shall be permitted, and absent ~~C~~ouncil members may grant their vote to a physically present member of the ~~C~~ouncil in advance. However, no ~~C~~ouncil member present at an OUP Council meeting shall be permitted to cast more than one proxy vote in addition to their own vote (a maximum of two votes total). Approval of any item/action requires a majority vote of the OUP Council, subject to reserved powers in Section 3.3.

Section 4.13. Compensation. OUP Council members shall receive no compensation for their services; however, members may receive reimbursement for any reasonable expenses incurred in connection with such duties, as the OUP Council shall approve. Nothing herein shall be construed to preclude any members from providing service to OUP in any other capacity and receiving compensation therefor, subject to applicable conflict of interest and other policies.

ARTICLE 5.

Executive Leadership

Section 5.1. Executive Leadership. The OUP President and OUP CEO, positions that will be filled by two individuals, shall be ~~appointed-recommended~~ by the OUP Council and appointed by the OUCOM Executive Dean with the advice and consent of the SVP/Provost as described in Section 3.3. Subject to Board of Regents policy, ~~the~~ President will appoint the Chief Medical Officer and/or Chief Quality Officer, after consulting with the OUP CEO, and the CEO will appoint the remaining members of the executive leadership team, with the advice and consent of the OUP Council. Executive leadership will be responsible for managing the day-to-day business and operational activities of OUP, including all central practice management functions, and will work closely with Clinical Practice Division Leaders and Clinical Unit Leaders to manage ~~practice-clinical~~ operations. In addition to the President and CEO positions, executive leadership is expected to include:

- a. Chief Medical Officer
- b. Other executive positions as determined by the OUP Council, in consultation with OUHSC, OUCOM, and OUMS leadership.

Section 5.2. President. The President of OUP shall be a physician member of OUP employed by OU and licensed to practice in the State of Oklahoma. ~~The President of OUP and will serve as the senior-most executive of OUP, and will not concurrently serve as a Clinical Unit Leader.~~ The President will ~~be held accountable by the work with the~~ OUP Council, ~~other Clinical Practice Division Leader, and Clinical Unit Leaders to achieve for the collective~~ clinical ~~integration, business, and financial performance~~ of the practice ~~and subject to these bylaws~~. The President will fulfill any other duties incident to the office of the President or which may be delegated to the President by the OUP Council from time to time. The President is accountable to the SVP/Provost; reports to the OUCOM Executive Dean or designee; and may hold additional titles within OUHSC, OUCOM, or OUMS.

Section 5.3. Chief Executive Officer. The CEO shall manage the ~~collective business and operational performance aspects~~ of the faculty ~~clinical~~ group practice, including ~~clinic operations and~~ the provision of core practice management services, ~~revenue cycle and electronic medical record implementation, comprehensive financial matters, clinical operations,~~ and other duties incident to the office of the CEO or which may be delegated to the CEO by the OUP Council from time to time. The CEO ~~is accountable to the SVP/Provost and OUCOM Executive Dean, and~~ shall report to the ~~OUP Council with a direct reporting line to the~~ President of OUP.

Section 5.4. Removal. Section 3.3(b) provides for the removal of the OUP President or CEO. Removal of other OUP executive leaders may be initiated ~~at the recommendation of by~~ the OUP ~~CEO, after consultation with the OUP President or OUP Council, with the approval of the OUP Council,~~ whenever the best interests of OUP will be served thereby or as otherwise designated by University policies.

ARTICLE 6.

Organization and Responsibilities of Clinical Practice Divisions' Clinical Units

Section 6.1. Clinical Practice Divisions. OUP shall initially be organized to include distinct Clinical Practice Divisions including, ~~an Adult Clinical Practice Division and a Children's Clinical Practice Division.~~ The Clinical Practice Divisions will operate under the direction of the OUP Council and the OUP President. Each Clinical Practice Division will be made up of Clinical Units as described in Section 6.2. Each Clinical Practice Division Leader will be appointed by the OUP Council ~~and the OUP President~~ subject to the advice and consent of the OUCOM Executive Dean. In an effort to maintain a streamlined reporting structure, the OUP President will serve as the Clinical Practice Division Leader of the Clinical Practice Division that corresponds with ~~their~~ ~~his or her~~ primary adult or pediatric specialty (e.g., if the OUP President is a general pediatrician, ~~they~~ ~~he or she~~ would serve as the Clinical Practice Division Leader of the Children's Clinical Practice Division, and the OUP Council would appoint a Clinical Practice Division Leader of the Adult Clinical Practice Division). The Clinical Practice Division Leader position not filled by the OUP President will ~~report to the OUP President~~ serve as the Vice Chair of the OUP Council (Section 3.5). The Clinical Practice Divisions and the Clinical Units therein shall have accountability for the ~~business, clinical practice,~~ and affairs of the physicians assigned to them. While it is organized within OUP, the Children's Clinical Practice Division may use the name OU Children's Physicians for marketing purposes. Finances may be separately maintained for both Clinical Practice Divisions; however, there will be one consolidated set of financial statements for OUP. Each Clinical Practice Division will be responsible for advancing patient care for their respective patient base and ~~fostering coordinating~~ alignment with their respective ~~hospital partner~~ health system administrative and functional leads, provided their individual efforts are also in the best interest of OUP as a whole.

Section 6.2. Clinical Units. Within each Clinical Practice Division, the faculty shall be organized into Clinical Units. At least one Clinical Unit shall initially be established corresponding to each OUCOM clinical science department. Additional Clinical Units may be established or modified, including multidisciplinary service lines, subject to the approval by the OUP Council, and these may be affiliated with OUHSC Centers, such as the Stephenson Cancer Center. The Clinical Unit Leader of each Clinical Unit shall manage the affairs of the Clinical Unit and report directly to the Clinical Practice Division Leader ~~or OUP President~~. Each Clinical Unit initially corresponding with a clinical science department of OUCOM shall be led by the applicable department chair or their designee, as approved by the OUP Council and ~~the President of OUP~~ subject to the advice and consent of the

OUCOM Executive Dean. On an annual basis, each Clinical Unit will work closely with the OUP CEO, executive team, and finance committee to develop an ~~annual~~ operating budget incorporating all sources of clinical revenue of the faculty and all related expenses in accordance with all policies and procedures established and approved by the OUP Council and in close collaboration with OUCOM and OUHSC. The day-to-day management of the ~~fiscal and business~~ clinical affairs of each Clinical Unit, subject to all applicable policies and procedures set forth by the OUP Council, will reside fully with the applicable Clinical Unit Leader.

ARTICLE 7.

Amendment Bylaws

Section 7.1. Amendments. Ultimate authority for amendment of these bylaws rests with the Board of Regents of the University of Oklahoma.

Section 7.2. Review. These bylaws shall be reviewed by the OUP Council and OU Board of Regents at least every three years, ~~with suitable updates,~~ as part of an evaluation of OUP's overall performance and to be consistent with University policies. Ultimate authority for amendments to these bylaws rests with the Board of Regents. Proposals for updates and amendments may originate with the OU Physicians Council by supermajority, the OUCOM Executive Dean, the Senior Vice President and Provost of the OUHSC, the University President, or the Board of Regents.

ARTICLE 8.

Definitions

Section 8.1. Definitions. The following terms, as used in these bylaws, have the following meanings:

Adult Clinical Practice Division: A clinical practice division of OUP for the organization of OUP members providing clinical care primarily to adult patients.

At-Large Physician: Any OU-employed physician that is a member of OUP and does not hold the title of Clinical Unit Leader or Chair of an OUCOM academic department.

Center: An interdisciplinary center formally designated by the OUHSC.

Children's Clinical Practice Division: A clinical practice division of OUP for the organization of OUP members providing clinical care primarily to child and adolescent patients.

Clinical Practice Division Leader: The physician leader of an OUP Clinical Practice Division as set forth in Sections 3.2 and 6.1 of these bylaws.

Clinical Unit: An component within an integrated OUP for the purpose of organizing OUP members to deliver high-quality clinical care to defined patient populations, and to provide physician leadership for health system service lines, e.g., at OU Medical System.

Clinical Unit Leader: The physician leader of an OUP Clinical Unit as set forth in Sections 3.2 and 6.2 of these bylaws.

Effective Date: July 1, 2017.

Full Time Faculty: Faculty appointed according to Section 3 of the Faculty Handbook of the University of Oklahoma Health Sciences Center.

OUCOM/Executive Dean: The senior administrative officer of the OU College of Medicine, who reports to the SVP/Provost, and to whom the OUP President reports as in these bylaws.

OUCP OU Children’s Physicians as defined in Section 1.1 of these bylaws.

OUHSC: The University of Oklahoma Health Sciences Center, a division of the University of Oklahoma Board of Regents.

OUMS: The University of Oklahoma Medical System, which includes the University of Oklahoma Medical Center, The Children’s Hospital and the University of Oklahoma Medical Center Edmond.

OUP Council: The governing body of OUP described in Article 4 of these bylaws.

OUP: OU Physicians faculty clinical group practice as defined in Section 1.1 of these bylaws.

Part Time Faculty: Faculty appointed according to Section 3 of the Faculty Handbook of the University of Oklahoma Health Sciences Center.

SVP/Provost: The Senior Vice President and Provost of the OUHSC, who is the senior executive officer of the OUHSC, and to whom the Deans report, and to whom the OU Physicians President is accountable according to these bylaws.

Transitional Council: The OUP Council during the transitional period as described in Section 4.3 of these bylaws.

Transitional Period: A two-year period beginning at the Effective Date and concluding on June 30, 2019.

QUARTERLY FINANCIAL ANALYSIS
For the quarter ended March 31, 2017

EXECUTIVE SUMMARY

Highlights from the Statements of Net Position as of March 31, 2017 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 \$1.53 billion exceed related liabilities and deferred inflows of \$618.3 million by \$908 million.
- Assets showed an increase of \$38.8 million from the prior year.
 - Capital assets increased by \$8.8 million.
 - Investments in total increased by \$9.4 million.
- Liabilities showed an increase of \$17.8 million from the prior year.
 - Net pension liability increased by \$20.7 million.
 - Postemployment benefits obligation increased by \$7.4 million.
 - Accounts payable decreased by \$7.4 million.
 - Capital lease and Revenue bonds payable has decreased by \$8.6 million.

STATEMENTS OF CHANGES IN NET POSITION

- Total revenues of \$797.3 million exceeded expenses of \$754.5 million by \$42.8 million.
- Operating revenues showed an increase of \$15.7 million from the prior year.
- Operating expenses showed an increase of \$1.6 million from the prior year.
- Nonoperating revenues and expenses remained constant compared to the prior year.
 - State appropriations have decreased by \$7 million.
 - Investment income in total has increased by \$5.7 million.
- Other revenue, expenses, gains, or losses showed a decrease of \$7.9 million from the prior year.
 - Private gifts for capital projects decreased by \$8.6 million.
- Change in net position increased by \$5.3 million from the prior year due mainly to issues highlighted above.

**OU HEALTH SCIENCES CENTER
STATEMENTS OF NET POSITION
AS OF MARCH 31, 2017 AND 2016
UNAUDITED - MANAGEMENT'S USE ONLY**

	<u>3/31/2017</u>	<u>3/31/2016</u>
Assets		
Unrestricted cash and cash equivalents	548,164,316	531,304,860
Restricted cash and cash equivalents	24,250,920	21,491,528
Accounts receivable, net	174,517,835	174,548,251
Inventories and supplies, at cost	3,156,727	1,785,096
Loans to students, net	6,820,014	6,493,532
Deposits and prepaid expenses	4,073,790	4,723,248
Endowment investments	40,743,514	38,291,979
Investments	97,986,850	96,792,516
Investments in real estate	5,917,298	175,400
Capital assets, net	592,216,046	583,397,444
Total Assets	<u><u>1,497,847,309</u></u>	<u><u>1,459,003,854</u></u>
Deferred Outflows	<u><u>28,507,631</u></u>	<u><u>17,426,915</u></u>
Liabilities		
Accounts payable and accrued expenses	59,928,525	67,332,373
Accrued compensated absences	34,184,726	30,939,967
Net pension liability	217,743,090	197,022,909
Post employment benefits obligation	100,378,334	92,878,834
Federal loans liability	7,109,284	7,147,600
Unearned revenue	6,241,798	6,032,464
Accrued interest payable	1,831,238	1,891,015
Deposits held in custody for others	4,875,710	2,597,842
Capital lease payable	21,721,805	24,716,180
Revenue bonds payable	140,958,289	146,583,281
Total Liabilities	<u><u>594,972,800</u></u>	<u><u>577,142,463</u></u>
Deferred Inflows	<u><u>23,361,255</u></u>	<u><u>49,878,229</u></u>
Net Position		
Net Position	<u><u>908,020,885</u></u>	<u><u>849,410,077</u></u>
Total Net Position	<u><u>908,020,885</u></u>	<u><u>849,410,077</u></u>

OU HEALTH SCIENCES CENTER
STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE NINE MONTHS ENDING MARCH 31, 2017
UNAUDITED - MANAGEMENT'S USE ONLY

Operating Revenues	3/31/2017	3/31/2016
Student tuition and fees (net of scholarship allowances)	56,715,546	55,283,768
Patient care	299,840,538	303,222,287
Grants and contracts	184,415,773	179,230,815
Sales and services	78,049,941	73,130,059
Other revenues	66,108,531	58,532,515
Total operating revenues	685,130,329	669,399,444
Operating Expenses		
Compensation and benefits	495,636,881	495,832,002
Contractual services	38,772,243	38,371,265
Supplies and materials	101,604,346	98,956,641
Depreciation	21,092,277	20,754,117
Utilities	8,933,196	8,989,096
Communication	8,652,787	7,987,368
Scholarships	2,117,699	2,215,340
Other expense	71,608,974	73,663,815
Total operating expenses	748,418,403	746,769,644
Operating loss	(63,288,074)	(77,370,200)
Nonoperating Revenues and (Expenses)		
State appropriations	59,440,018	66,439,753
State on-behalf payments	11,161,583	10,079,479
Private gifts	8,456,467	8,982,761
Interest on indebtedness	(6,048,691)	(5,902,316)
Investment income/loss	8,670,920	6,294,664
Endowment income	15,915,820	12,613,644
Net nonoperating revenues and (expenses)	97,596,117	98,507,986
Income before other revenues, (expenses), gains, or (losses)	34,308,044	21,137,785
Other Revenue, Expenses, Gains or Losses		
State grants and contracts for capital projects	400,000	605,938
State appropriations for capital projects	4,179,775	3,871,301
Private gifts for capital projects	525,656	9,166,568
State school land funds	3,458,579	2,787,258
Total other revenue, (expenses), gains, or (losses)	8,564,010	16,431,064
 Change in Net Position	 42,872,054	 37,568,850

EXHIBIT I

**UNIVERSITY OF OKLAHOMA REPORT OF PURCHASES
FOR THE QUARTER ENDED MARCH 31, 2017**

Supplier	Amount	Campus	Department	Explanation	Category	Method	
Funding Sources: Educational & General (Appropriations, Tuition & Fees, Sponsored Project Indirect Cost Reimbursements)							
1.	Appleby Strategic Solutions	\$ 88,000	NC	Budget Office	Consulting	Professional Services	Negotiated
2.	Avionics Services Inc	\$ 77,000	NC	Aviation	Avionics	Maintenance / Industrial Equipment	Competed
3.	B& H Photo Video	\$ 66,616	NC	Microbiology & Plant Biology	Video Equipment	IT Product / Supply / Service	Competed
4.	Brasenose College University of Oxford	\$ 150,000	NC	College of Law	Study Abroad	Professional Services	Negotiated
5.	Brasenose College University of Oxford	\$ 97,535	NC	Honors College	Study Abroad	Professional Services	Negotiated
6.	Campuslogic	\$ 65,000	NC	Financial Aid Enrollment & Student Financial Services	Financial Aid Verification System	IT Product / Supply / Service	Competed
7.	Dawson Geophysical	\$ 117,390	NC	School of Geology and Geophysics	Geophysical Data Acquisition Services	Professional Services	Negotiated
8.	Definiens	\$ 52,664	NC	Office of the VP for Research - Stephenson Research and Technology	Tissue Research Software License	IT Product / Supply / Service	Negotiated
9.	Embassy Suites Norman	\$ 62,000	NC	Price College of Business	Conference Venue and Support Services	Conferences / Special Events	Competed
10.	Florida Museum of Natural History	\$ 105,000	NC	Sam Noble Oklahoma Museum of Natural History	Dinosaur Exhibit	Professional Services	Negotiated
11.	Florida State University	\$ 67,477	NC	College of Arts & Sciences	Study Abroad	Professional Services	Negotiated
12.	Hydrological Services America	\$ 135,628	NC	Cooperative Institute for Mesoscale Meteorological Studies	Lab Equipment	Lab / Medical / Research Equipment	Negotiated
13.	Lamar Co	\$ 123,000	NC	Price College of Business	Billboard Advertising - MBA Program	Advertising	Negotiated
14.	National Center for Employee Development	\$ 90,000	NC	CCE Business & Econ Development	Conference Venue and Support Services	Conferences / Special Events	Negotiated
15.	Pentaho	\$ 53,061	Tulsa	Medical Informatics	Business Analytics System	IT Product / Supply / Service	Competed
16.	Simplex Grinell	\$ 105,000	HSC	Site Support	Fire, Sprinkler, Alarm System Maintenance	Maintenance / Industrial Equipment	Competed

EXHIBIT I

**UNIVERSITY OF OKLAHOMA REPORT OF PURCHASES
FOR THE QUARTER ENDED MARCH 31, 2017**

	Supplier	Amount	Campus	Department	Explanation	Category	Method
17.	Steptoe & Johnson LLP	\$ 126,000	NC	Executive Affairs	Consulting	Professional Services	Negotiated
18.	Terracon	\$ 82,000	NC	Physics & Astronomy	Materials Testing	Professional Services	Negotiated
19.	Video Reality	\$ 148,628	NC	Education	Audio / Video Equipment - Classroom	IT Product / Supply / Service	Competed
Funding Sources: Non-Educational & General (Non-Appropriated, Service Departments, Auxiliary Enterprises, Clinic Operations)							
20.	Addison Group	\$ 78,200	NC	Information Technology	Software Maintenance	IT Product / Supply / Service	Negotiated
21.	American Hotel Register Co	\$ 69,624	NC	Housing & Food Services	Matresses	Furniture	Negotiated
22.	AssetWorks LLC	\$ 114,120	NC	Facilities Management	Work Order System	IT Product / Supply / Service	Negotiated
23.	AssetWorks LLC	\$ 84,000	NC	Facilities Management	Work Order System Mobile Device Access	IT Product / Supply / Service	Negotiated
24.	AssetWorks LLC	\$ 84,000	NC	Facilities Management	Software Maintenance	IT Product / Supply / Service	Competed
25.	AT & T	\$ 77,461	NC	Information Technology-Telecommunications	Additional Call Channels	IT Product / Supply / Service	Negotiated
26.	Australian Courtworks Inc	\$ 116,500	NC	Athletics	Court Resurfacing	Non-Professional Services	Competed
27.	Capitol Descisions Inc	\$ 77,000	NC	Budget Office	Consulting	Professional Services	Negotiated
28.	CDW Government Inc	\$ 132,000	NC	Information Technology	License Renewal Data Protection Software	IT Product / Supply / Service	Competed
29.	Cherwell Software	\$ 75,600	NC	Information Technology	IT Service Management and Support	IT Product / Supply / Service	Competed
30.	Clark Hill Place	\$ 145,200	NC	Executive Affairs	Consulting	Professional Services	Negotiated
31.	CompHealth	\$ 434,148	HSC	OB / GYN	Locum Tenens	Professional Services	Negotiated
32.	Continental Airlines	\$ 116,015	NC	Athletics	Air Charter - Rowing Team	Travel / Registrations	Competed
33.	Course Crafters	\$ 100,000	NC	Jimmie Austin OU Golf Club	Emergency Landscaping Repair	Building / Ground Improvements	Negotiated
34.	Cubicle by Design	\$ 150,906	HSC	Administration & Finance	Sit-to-Stand Equipment	Furniture	Competed

EXHIBIT I

**UNIVERSITY OF OKLAHOMA REPORT OF PURCHASES
FOR THE QUARTER ENDED MARCH 31, 2017**

	Supplier	Amount	Campus	Department	Explanation	Category	Method
35.	Cyber Optics	\$ 268,320	NC	Information Technology	Temporary Staffing	Non-Professional Services	Competed
36.	Daktronics Inc	\$ 373,781	NC	Athletics	Venue Displays	IT Product / Supply / Service	Negotiated
37.	Gotcha Group	\$ 99,000	NC	Parking and Transportation	Bike Share program	Lease/Rent Equipment	Competed
38.	Hotel Contessa San Antonio River Walk	\$ 100,000	NC	CCE Business & Econ Development	Conference Venue and Support Services	Conferences / Special Events	Competed
39.	Huron Consulting Group LLC	\$ 308,000	NC	Information Technology	Consulting - Enterprise Resource Planning	Professional Services	Competed
40.	IMG Learfield Ticket Solutions, LLC	\$ 600,000	NC	Athletics	Service Renewal - Ticket Sales	Non-Professional Services	Competed
41.	K & M Dirt Services LLC	\$ 932,219	NC	Facilities Management	Demolition / Site Clearance - Cross Center	Building / Ground Improvements	Competed
42.	Kindercare Education at Work	\$ 53,000	NC	Real Estate	Space Lease - 1205 W Boyd Norman	Lease/Rent Property	Negotiated
43.	Levy OK	\$ 375,000	NC	Athletics	Venue Catering	Non-Professional Services	Competed
44.	Longhorn Lockers Co	\$ 71,000	NC	Athletics	Training Equipment	Maintenance / Industrial Equipment	Negotiated
45.	Metal Roof Contractors, Inc	\$ 64,500	NC	Facilities Management	Skylight Replacement - Sarkeys Plaza	Construction	Competed
46.	Mister Robert Inc	\$ 60,440	NC	Architectural & Engineering Services	Furnishings - Whitehand Hall Renovation	Furniture	Competed
47.	Mister Robert Inc	\$ 71,971	NC	Architectural & Engineering Services	Furnishings - Whitehand Hall Renovation	Furniture	Competed
48.	Oklahoma Roofing and Sheet Metal	\$ 201,357	NC	Facilities Management	Roof Replacement - Building 111	Building / Ground Improvements	Competed
49.	Omni Fort Worth Hotel	\$ 175,000	NC	College of Continuing Education	Conference Venue and Support Services	Conferences / Special Events	Competed
50.	Power Lift	\$ 507,232	NC	Athletics	Strength / Conditioning Equipment	Lab / Medical / Research Equipment	Competed

EXHIBIT I

**UNIVERSITY OF OKLAHOMA REPORT OF PURCHASES
FOR THE QUARTER ENDED MARCH 31, 2017**

	Supplier	Amount	Campus	Department	Explanation	Category	Method
51.	Press Ganey Associates Inc.	\$ 66,051	Tulsa	OU Physicians	Patient Satisfaction Surveys	Professional Services	Completed
52.	Push Pedal Pull 42	\$ 66,131	NC	Athletics	Strength / Conditioning Equipment	Lab / Medical / Research Equipment	Completed
53.	Ross Athletic Supply	\$ 122,617	NC	Athletics	Gymnastics Equipment	Maintenance / Industrial Equipment	Completed
54.	Sheraton MWC Reed Center	\$ 73,025	HSC	College of Medicine - Office of Continuing Professional Development	Conference Venue and Support Services	Conferences / Special Events	Completed
55.	Sigma Solutions	\$ 106,455	NC	Information Technology	Wireless Upgrade - Oklahoma Memorial Union	IT Product / Supply / Service	Completed
56.	Sigma Solutions	\$ 135,310	NC	Information Technology	IT Equipment Refresh - Sarkeys Energy Center	IT Product / Supply / Service	Completed
57.	Sigma Solutions	\$ 207,435	NC	Information Technology	IT Products - Residential Colleges	IT Product / Supply / Service	Completed
58.	Sigma Solutions	\$ 212,694	NC	Information Technology	IT Wireless - Residential Colleges	IT Product / Supply / Service	Completed
59.	SKC Communications	\$ 55,887	NC	Architectural & Engineering Services	Ticker Display - OKC MBA Project	IT Product / Supply / Service	Completed
60.	Sorinex Exercise Equipment	\$ 59,649	NC	Athletics	Strength / Conditioning Equipment	Lab / Medical / Research Equipment	Completed
61.	Swissray International, Inc	\$ 95,000	NC	Athletics	X-Ray Absorption Equipment	Lab / Medical / Research Equipment	Completed
62.	Trinity F&B Services, Inc	\$ 365,000	NC	College of Continuing Education	Conference Venue and Support Services	Conferences / Special Events	Negotiated
63.	W.J. Coe & Company LLC	\$ 201,800	NC	Facilities Management	Skylight Replacement - Sarkeys Plaza	Building / Ground Improvements	Negotiated
64.	Woodway USA Inc	\$ 64,910	NC	Athletics	Strength / Conditioning Equipment	Lab / Medical / Research Equipment	Completed
65.	Workforce Software	\$ 586,600	NC	Information Technology	Consulting - Software Implementation	Professional Services	Completed

**UNIVERSITY OF OKLAHOMA REPORT OF PURCHASES
FOR THE QUARTER ENDED MARCH 31, 2017**

	Supplier	Amount	Campus	Department	Explanation	Category	Method
Funding Sources: Sponsored Projects (Federal, State, Other Grants and Contracts) and Private Funds							
66.	Aspen Systems, Inc.	\$ 101,757	NC	Engineering	Highway Travel Data Research Equipment	IT Product / Supply / Service	Negotiated
67.	Augenblick Palaich and Associates	\$ 54,000	NC	Outreach and Public Community Services	Develop / Teach - Shortage Predictor Model	Professional Services	Negotiated
68.	Berriehill Research Corporation	\$ 120,000	NC	Advanced Radar Research Center	Engineering Consulting	Professional Services	Negotiated
69.	Cooper Mountain Technology	\$ 98,311	NC	Advanced Radar Research Center	Radar Software	IT Product / Supply / Service	Negotiated
70.	Dell Marketing LP	\$ 115,685	NC	Meteorology	Meteorology Systems / Equipment	Lab / Medical / Research Equipment	Negotiated
71.	Engineered Systems & Energy Solutions, Inc	\$ 95,695	NC	Architectural & Engineering Services	Building Commissioning Services - Physics & Astronomy	Building / Ground Improvements	Competed
72.	Hologic, Inc.	\$ 342,376	NC	Electrical & Computer Engineering	Xray Detector Software	IT Product / Supply / Service	Negotiated
73.	KCR Welding Inc	\$ 113,000	NC	Advanced Radar Research Center	System Development	Lab / Medical / Research Equipment	Competed
74.	LiCor, Inc.	\$ 65,753	NC	Biology	Soil Gas Analyzer	Lab / Medical / Research Equipment	Negotiated
75.	Polytec Inc	\$ 199,000	NC	Aerospace & Mechanical Engineering	Scanning System	IT Product / Supply / Service	Negotiated
76.	Res & Polling	\$ 105,000	NC	Center for Risk & Crisis Mgmt	Research Survey	Professional Services	Negotiated
77.	SKC Communications	\$ 497,951	HSC	Architectural & Engineering Services	Audio / Video Equipment - MBA Program OKC	IT Product / Supply / Service	Competed
78.	University of Virginia Darden School Foundation	\$ 814,100	NC	College of Continuing Education	Professional Services - New Mexico School Turnaround Specialist Program	Professional Services	Negotiated
Funding Sources: Construction Projects (Bonds, Gifts)							

EXHIBIT I

**UNIVERSITY OF OKLAHOMA REPORT OF PURCHASES
FOR THE QUARTER ENDED MARCH 31, 2017**

	Supplier	Amount	Campus	Department	Explanation	Category	Method
79.	Anixter, Inc	\$ 57,400	NC	Information Technology	IT Products - Residential College	IT Product / Supply / Service	Negotiated
80.	City of Norman	\$ 221,187	NC	Architectural & Engineering Services	Wastewater Connection Fee	Construction	Negotiated
81.	Copelins Office Center Inc	\$ 121,924	NC	Architectural & Engineering Services	Storm Shelter Furnishings	Furniture	Competed
82.	Copelins Office Center Inc	\$ 332,052	NC	Architectural & Engineering Services	Furnishings - Stadium South End Zone	Furniture	Competed
83.	Copelins Office Center Inc	\$ 52,415	NC	Architectural & Engineering Services	Appliances and Installation - Stadium	Maintenance / Industrial Equipment	Competed
84.	DIGI Security System	\$ 84,335	NC	Information Technology	Security Camera System - Residential Colleges	IT Product / Supply / Service	Competed
85.	John A Marshall Co.	\$ 107,939	NC	Architectural & Engineering Services	Furnishings - Stadium South End Zone	Furniture	Competed
86.	Krueger Intl Inc	\$ 430,789	NC	Architectural & Engineering Services	Furniture - MBA Program Building Project	Furniture	Competed
87.	Mobile Modular Management	\$ 117,250	NC	Architectural & Engineering Services	Space Planning	Building / Ground Improvements	Competed
88.	Sauder Mfg Co.	\$ 522,983	NC	Architectural & Engineering Services	Furnishings - Student Residences	Furniture	Competed
89.	Scott Rice	\$ 120,913	NC	Architectural & Engineering Services	Furnishings - Stadium South End Zone	Furniture	Competed
90.	Scott Rice	\$ 934,982	NC	Architectural & Engineering Services	Furniture - Bizzell Library Renovation	Furniture	Competed
91.	SKC Communications	\$ 52,993	HSC	Administration & Finance	Video Equipment - Academic Media & Digital Services	IT Product / Supply / Service	Competed
92.	Spaces Inc	\$ 356,402	NC	Architectural & Engineering Services	Furnishings - Stadium South End Zone	Furniture	Competed

University of Oklahoma – Norman Campus
Approved Course Changes – April 7, 2017

Prefix / Number	Title	Comments
COURSE CHANGES		
<u>College of Arts and Sciences</u>		
HIST 3073	Women in Early Modern Europe	Change Title Change Title (Short) Change Description Change Course Level
<u>Price College of Business</u>		
B C 2813	Business Writing	Change Title Change Title (Short) Change Description
ENT 2113	Innovation & Entrepreneurship	Change Description
<u>Jeannine Rainbolt College of Education</u>		
EDSP 6023	Small-N Research Design	Change Title Change Title (Short) Change Description
<u>College of Engineering</u>		
AME 4263	Computer Integrated Manufacturing	Change Description Change Course Level
AME 4273	Aerospace Systems Design I	Change Description Change Course Level
AME 4303	Designing for Open Innovation	Change Description
AME 4373	Aerospace Systems Design II	Change Description Change Course Level
AME 4513	Flight Controls	Change Description Change Course Level
AME 5263	Computer Integrated Manufacturing	Change Description Change Course Level
AME 5273	Aerospace Systems Design I	Change Description Change Course Level
AME 5303	Designing for Open Innovation	Change Description
AME 5373	Aerospace Systems Design II	Change Description Change Course Level
AME 5513	Flight Controls	Change Description Change Course Level
C S 4473	Introduction to Parallel Programming	Change Description

Prefix / Number	Title	Comments
C S 5213	Software Engineering Processes	Change Description
C S 5473	Introduction to Parallel Programming	Change Description
CH E 5163	Heterogeneous Catalysis	Change Description

COURSE DELETIONS

College of Arts and Sciences

HIST 4033 The Renaissance

College of Engineering

CH E 4163 Heterogeneous Catalysis

NEW COURSES

Price College of Business

EMGT 3123 Introduction to Exploration and Production

FIN 3203 Principles of Insurance

FIN 5372 Mergers & Acquisitions & Corporate Restructuring

FIN 5382 MBA Financial Modeling

College of Engineering

C S 1213 Programming for Non-Majors with Python

CH E 5143 Multi Scale Modeling of Matter

DSA 5011 Introduction to R

DSA 5021 Data Analytics Applied to Meteorology Data

University College

N S 4443 Fundamentals of Maneuver Warfare

University of Oklahoma – Norman Campus
Approved Course Changes – May 5, 2017

Prefix /Number	Title	Comments
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COURSE CHANGES

College of Atmospheric and Geographic Sciences

GEOG 4893 Research Methods and Professional Development

GIS 4653 Spatial Programming and GIS

Change Description

Change Description
Change Course Level

College of Architecture

CNS	3123	Statics and Strengths of Materials	Change Title Change Title (Short)
CNS	4223	Structures I	Change Title Change Title (Short)
CNS	4322	Structures II	Change Title Change Title (Short)

College of Arts and Sciences

BIOL	4463	Ecology of Lakes	Change Title Change Title (Short) Change Description Change Course Level
BIOL	4843	Intro to Molecular Biology	Change Title Change Title (Short) Change Description Change Course Level
BIOL	5843	Intro to Molecular Biology	Change Title Change Title (Short) Change Description Change Course Level
COMM	5003	Quantitative Research Methods	Change Description Change Course Level
COMM	5033	Advanced Statistics	Change Description Change Course Level
COMM	5113	Nonverbal Communication: Theory and Research	Change Description Change Course Level
COMM	5263	Health Communication in Interpersonal Contexts	Change Description
COMM	5810	Special Topics in Communication	Change Description Change Course Level
COMM	6013	Special Problems in Communication Research	Change Description Change Course Level
COMM	6023	Communication Research Task Groups	Change Description Change Course Level
COMM	6233	Small Group Processes	Change Description Change Course Level
COMM	6373	Seminar in Mass Communication	Change Description
COMM	6433	Seminar in Intercultural Communication	Change Description Change Course Level
COMM	6453	Seminar in Social Influence	Change Description Change Course Level

EXHIBIT J

COMM	6463	Media and Political Behavior	Change Description
COMM	6473	Communication and Public Opinion	Change Description
COMM	6483	Media and Civic Life	Change Description
COMM	6493	Seminar in Interpersonal Communication	Change Description
COMM	6970	Seminar	Change Title Change Title (Short) Change Description Change Course Level
ECON	4413	International Trade, Laws and Institutions	Change Description Change Course Level
ECON	4733	Economic Development in the Middle East	Change Description
ECON	4823	Introduction to Comparative Economic Systems	Change Description Change Course Level
ENGL	2443	World Literature, 1700 to Present	Change Description Change Course Level
ENGL	3613	Nineteenth-Century English Literature	Change Title Change Title (Short) Change Description Change Course Level
ENGL	3623	Twentieth-Century English Literature	Change Title Change Title (Short) Change Description Change Course Level
ENGL	4273	Women Writers	Change Description Change Course Level
ENGL	4613	Nineteenth-Century English Novel	Change Title Change Title (Short) Change Description Change Course Level
ENGL	4623	English Romantic Poetry	Change Title Change Title (Short) Change Description Change Course Level
HIST	3193	Europe in the Twentieth Century	Change Title Change Title (Short) Change Description Change Course Level
HIST	3663	Political Islam	Change Title Change Title (Short) Change Description Change Course Level

EXHIBIT J

MBIO	4843	Introduction to Molecular Biology	Change Title Change Title (Short) Change Description Change Course Level
MBIO	5843	Introduction to Molecular Biology	Change Title Change Title (Short) Change Description Change Course Level
MLLL	4453	Introduction to Chinese Language and Linguistics	Change Description
PBIO	4843	Intro to Molecular Biology	Change Title Change Title (Short) Change Description Change Course Level
PBIO	5843	Intro to Molecular Biology	Change Title Change Title (Short) Change Description Change Course Level

Price College of Business

FIN	3503	Investments	Change Description
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College of Engineering

AME	3103	Interactive Engineering Design Graphics	Change Title Change Title (Short) Change Description Change Description
C S	4033	Machine Learning	Change Description Change Course Level
C S	4413	Algorithm Analysis	Change Description Change Description
C S	4513	Database Management Systems	Change Description
C S	5033	Machine Learning	Change Description
DSA	4413	Algorithm Analysis	Change Description Change Course Level
DSA	4513	Database Management Systems	Change Description Change Course Level

Weitzenhoffer College of Fine Arts

A HI	6973	Dissertation Proposal (old)	Change Course Number
A HI	6950	Dissertation Proposal (new)	Change Description Change Course Level

Gaylord College of Journalism

JMC	1013	Introduction to Mass Communication	Change Title Change Title (Short) Change Description Change Course Level
JMC	2033	Writing for the Mass Media	Change Title Change Title (Short)
JMC	3011	Mass Media Practicum	Change Title Change Title (Short) Change Course Level
JMC	4123	Mass Communication Theories	Change Title Change Title (Short) Change Description Change Course Level
JMC	4803	History of Journalism	Change Title Change Title (Short) Change Course Level
JMC	4813	Mass Communication Law	Change Title Change Title (Short) Change Description Change Course Level

COURSE DELETIONS

College of Arts and Sciences

ENGL	2313	Introduction to Critical Reading and Writing
ENGL	3043	Twentieth Century British Women Novelists
ENGL	3313	Introduction to Literary and Cultural Studies
HIST	4043	Modern France

University College

N S	4333	Amphibious Warfare
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NEW COURSES

College of Arts and Sciences

AFAM	4763	The History of Lynching and Racial Violence in America
ANTH	3573	Native American Health and Healing
COMM	6563	Structural Equation Modeling
COMM	6573	Social Network Analysis
HIST	6700	Seminar in Transnational History
P SC	5963	Capstone in Public Administration

College of International Studies

IAS 5123 African Peacekeeping and Peace Enforcement

College of Law

LAW 5642 Indigenous Peacemaking

LAW 6223 Trademarks & Unfair Competition

Price College of Business

MIS 4393 Enterprise Resource Planning Configuration

SECURITY PERSONNEL SERVICES FOR ATHLETIC VENUES

Scoring:		Andy Frain Services		Contemporary Services Corp		Global Security Corp		Per Mar Security Services		Innovative Solution Advisors		Staff Pro. Inc.		Strategic Security Corp.	
0 to 5, 5 being highest		Avg. Sc.	Wt.	Avg. Sc.	Wt.	Avg. Sc.	Wt.	Avg. Sc.	Wt.	Avg. Sc.	Wt.	Avg. Sc.	Wt.	Avg. Sc.	Wt.
Decision Criteria	Wt.														
Degree of completeness of RFP	10%	4.4	0.4	3.56	0.3	2.5	0.2	4.2	0.4	4.5	0.4	3.7	0.3	3.4	0.3
Ability to meet staffing needs	30%	3.3	1.0	4.3	1.3	4.6	1.4	2.6	0.7	3.3	1.0	2.7	0.8	2.0	0.6
Relevant Industry Experience	20%	3.8	0.7	4.7	0.9	3.6	0.7	2.5	0.5	3.7	0.7	3.2	0.6	1.7	0.3
Regional Presence	5%	3.1	0.1	5.0	0.2	4.8	0.2	1.5	0.1	3.5	0.1	2.1	0.1	1.8	0.0
Reputability/References	15%	3.4	0.5	4.3	0.6	4.4	0.6	2.2	0.3	4.1	0.6	2.7	0.4	2.0	0.3
Pricing	20%	2.89	0.58	2.50	0.50	2.67	0.53	3.00	0.60	4.00	0.80	2.88	0.58	2.67	0.53
Total	100%		3.47		4.03		3.84		2.73		3.82		2.95		2.23

QUARTERLY FINANCIAL ANALYSIS
For the quarter ended March 31, 2017

EXECUTIVE SUMMARY

Highlights from the Statements of Net Position as of March 31, 2017 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 \$616 million.
- Education & General assets of \$80.3 million exceeded related liabilities of \$25.5 million by \$54.8 million.
- Sponsored Program assets of \$28.2 million exceeded related liabilities of \$13.9 million by \$14.3 million.
- Auxiliary Enterprise assets of \$834.2 million exceeded related liabilities of \$574.3 million by \$259.9 million.
- Service Unit assets of \$191.5 million exceeded related liabilities of \$129.6 million by \$61.9 million.
- Regents' Fund assets of \$131.6 million exceeded related liabilities of \$43.4 million by \$88.3 million.
- Other Fund assets of \$1.1 billion exceeded related liabilities of \$923.2 million by \$136.8 million. Other Funds consist of fixed assets, net of accumulated depreciation and related bonds and master lease obligations, short-term pooled investment fund, student fee and fringe benefit clearing departments, and other academic and administrative activities. Liabilities of \$923.2 million include the University's proportional allocation of the Oklahoma Teachers Retirement System unfunded pension obligation of \$265.8 million and accrued Other Post Employment Benefits (OPEB) of \$111.0 million, both of which are funded on a pay as you go basis.

STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

- Total revenues of \$963.5 million exceeded expenses of \$906.7 million by \$56.8 million.
- Education & General revenues of \$485.9 million exceeded expenses of \$463.3 million, resulting in a net increase of \$22.6 million.
- Sponsored Program revenues of \$107.3 million offset expenses of \$107.3 million.
- Auxiliary Enterprise revenues of \$200.0 million trailed expenses of \$201.0 million, resulting in a net decrease of \$1.0 million.
- Regents' Fund revenues of \$16.8 million exceeded expenses of \$5.0 million, resulting in a net increase of \$11.8 million.
- Other Fund revenues of \$153.6 million exceeded expenses of \$130.1 million, resulting in a net increase of \$23.5 million.

Regents' Fund financial highlights as of March 31, 2017, and for the nine months then ended are presented below.

- As of March 31, 2017, the Regents' Fund consisted of 234 individual funds under the

governance of the Board of Regents of the University of Oklahoma. Net assets, including funds held in custody for the Health Sciences Center, of \$129.2 million increased \$11.8 million (10.0%) from June 30, 2016.

- As of March 31, 2017, the market value of assets held by the University of Oklahoma Foundation on behalf of the Regents' Fund totaled \$126.4 million.
- Regents' Fund assets held in the Foundation's Consolidated Investment Fund (CIF) had a net market value of \$91.8 million, a \$4.4 million (5.0%) increase from June 30, 2016. For the nine months ended March 31, 2017, the CIF reported earnings of 8.4% which trailed its benchmark of 9.0% by 60 basis points.
- Regents' Fund assets held in the Foundation's Expendable Investment Pool (EIP) had a net market value of \$34.6 million, a \$7.3 million (26.7%) increase from June 30, 2016. For the nine months ended March 31, 2017, the EIP reported earnings of 1.9% which exceeded its benchmark rate of 1.1% by 80 basis points.

UNIVERSITY OF OKLAHOMA - NORMAN CAMPUS
STATEMENT OF NET POSITION
MARCH 31, 2017 AND 2016
UNAUDITED - MANAGERIAL USE ONLY

	Education & General		Sponsored Programs		Auxiliary Enterprises		Service Units	
	3/31/2017	3/31/2016	3/31/2017	3/31/2016	3/31/2017	3/31/2016	3/31/2017	3/31/2016
ASSETS								
CURRENT AND NONCURRENT ASSETS								
Cash - Operating	\$ 12,289,000	\$ -	\$ 58,745,000	\$ 94,077,000	\$ 44,814,000	\$ 45,343,000	\$ 31,005,000	\$ 36,593,000
Cash - Construction	-	-	-	-	57,460,000	187,231,000	22,569,000	25,465,000
Cash - Debt Service Funds	-	-	-	-	5,293,000	14,765,000	252,000	582,000
Investments	-	-	22,000	30,000	-	-	-	-
Student Loans Receivable, Net	-	-	-	-	-	-	-	-
Accounts Receivable, Net	17,082,000	18,066,000	27,898,000	29,634,000	6,941,000	6,350,000	8,270,000	8,227,000
Due From (To) Other Funds	50,935,000	88,827,000	(58,497,000)	(99,645,000)	1,183,000	1,167,000	-	-
Deposits and Prepaid Expenses	-	-	-	-	3,056,000	7,436,000	1,133,000	1,155,000
Inventory	-	-	-	-	2,677,000	3,619,000	570,000	668,000
Total Current and Noncurrent Assets	80,306,000	106,893,000	28,168,000	24,096,000	121,424,000	265,911,000	63,799,000	72,690,000
FIXED ASSETS, NET								
	-	-	-	-	712,756,000	569,488,000	127,663,000	127,678,000
Total Assets	\$ 80,306,000	\$ 106,893,000	\$ 28,168,000	\$ 24,096,000	\$ 834,180,000	\$ 835,379,000	\$ 191,462,000	\$ 200,368,000
LIABILITIES & NET ASSETS								
CURRENT AND NONCURRENT LIABILITIES								
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ 6,377,000	\$ 7,293,000	\$ 3,087,000	\$ 3,133,000
Utilities Management Agreement	-	-	-	-	-	-	-	-
OPEB Obligation	-	-	-	-	-	-	-	-
Current Portion of L-T Debt	-	-	-	-	14,782,000	18,793,000	2,565,000	2,508,000
Accrued Expenses	24,679,000	23,467,000	-	-	12,741,000	13,698,000	3,800,000	4,529,000
Deferred Income	839,000	40,000	13,869,000	15,098,000	32,461,000	27,046,000	8,676,000	12,541,000
Deposits Held in Custody for Others	-	-	-	-	-	-	-	-
Total Current and Noncurrent Liabilities	25,518,000	23,507,000	13,869,000	15,098,000	66,561,000	66,830,000	18,128,000	22,711,000
LONG-TERM LIABILITIES								
Utilities Management Agreement	-	-	-	-	-	-	-	-
OPEB Obligation	-	-	-	-	-	-	-	-
Net Pension Obligation	-	-	-	-	-	-	-	-
Federal Loan Program Refundable Contribution	-	-	-	-	-	-	-	-
Bonds and Master Lease Obligations	-	-	-	-	-	-	-	-
Total Long-Term Liabilities	-	-	-	-	507,895,000	522,586,000	111,439,000	112,515,000
Total Liabilities	25,518,000	23,507,000	13,869,000	15,098,000	574,256,000	589,416,000	129,567,000	135,226,000
NET POSITION								
Unrestricted	54,788,000	83,386,000	-	-	69,845,000	213,574,000	48,236,000	52,487,000
Restricted	-	-	14,299,000	8,998,000	-	-	-	-
Endowment	-	-	-	-	-	-	-	-
Capital Assets, Net of Related Debt	-	-	-	-	190,079,000	32,389,000	13,659,000	12,655,000
Total Net Position	54,788,000	83,386,000	14,299,000	8,998,000	259,924,000	245,963,000	61,895,000	65,142,000
Total Liabilities & Net Position	\$ 80,306,000	\$ 106,893,000	\$ 28,168,000	\$ 24,096,000	\$ 834,180,000	\$ 835,379,000	\$ 191,462,000	\$ 200,368,000

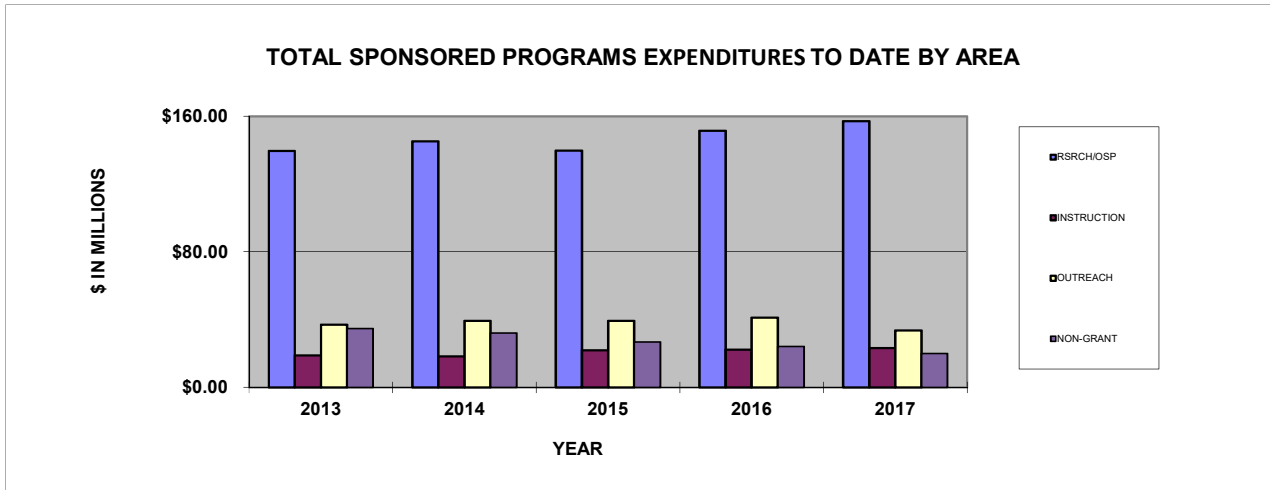
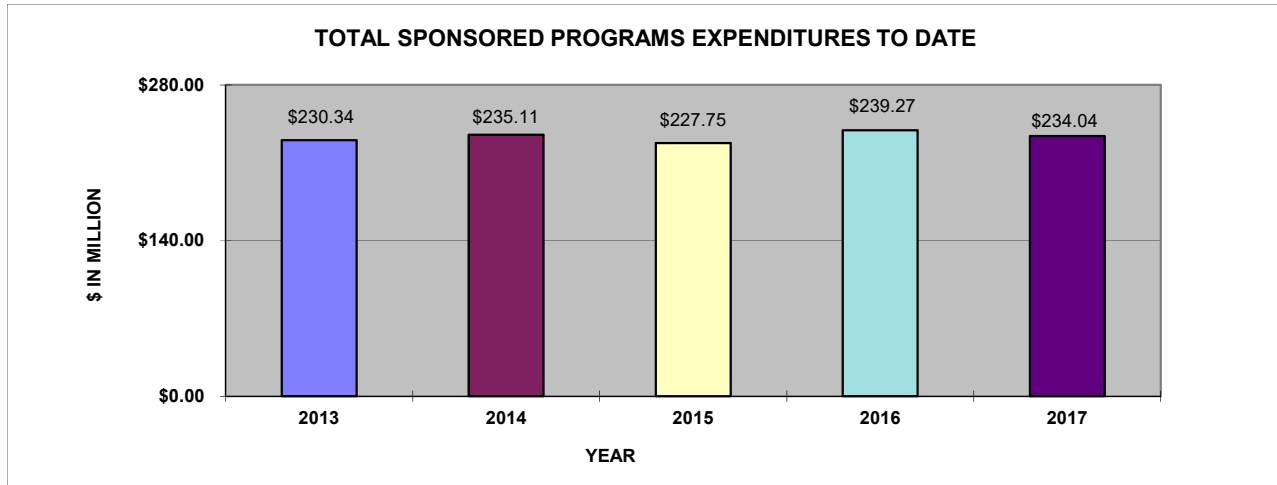
UNIVERSITY OF OKLAHOMA - NORMAN CAMPUS
 STATEMENTS OF NET POSITION
 MARCH 31, 2017 AND 2016
 UNAUDITED - MANAGERMENTS USE ONLY

	Regents' Fund		Other Funds		Total	
	3/31/2017	3/31/2016	3/31/2017	3/31/2016	3/31/2017	3/31/2016
ASSETS						
CURRENT AND NONCURRENT ASSETS						
Cash - Operating	\$ 2,474,000	\$ 59,000	\$ 42,407,000	\$ 47,136,000	\$ 191,734,000	\$ 223,208,000
Cash - Construction	-	-	20,716,000	45,238,000	100,745,000	257,934,000
Cash - Debt Service Funds	-	-	1,299,000	1,680,000	6,844,000	17,027,000
Investments	126,814,000	118,198,000	11,042,000	7,860,000	137,878,000	126,088,000
Student Loans Receivable, Net	2,303,000	2,258,000	17,762,000	17,579,000	20,065,000	19,837,000
Accounts Receivable, Net	43,000	1,000	12,988,000	10,742,000	73,222,000	73,020,000
Due From (To) Other Funds	2,000	-	6,377,000	9,651,000	-	-
Deposits and Prepaid Expenses	-	-	12,025,000	5,949,000	3,742,000	4,824,000
Inventory	-	-	495,000	537,000	550,444,000	736,478,000
Total Current and Noncurrent Assets	131,636,000	120,516,000	125,111,000	146,372,000	1,775,398,000	1,578,387,000
FIXED ASSETS, NET	-	-	934,979,000	881,241,000	2,325,842,000	2,314,865,000
Total Assets	\$ 131,636,000	\$ 120,516,000	\$ 1,060,090,000	\$ 1,027,613,000	\$ 2,325,842,000	\$ 2,314,865,000
LIABILITIES & NET ASSETS						
CURRENT AND NONCURRENT LIABILITIES						
Accounts Payable	\$ 2,435,000	\$ 66,000	\$ 53,853,000	\$ 34,389,000	\$ 65,752,000	\$ 44,881,000
Utilities Management Agreement	-	-	4,720,000	4,720,000	4,720,000	4,720,000
OPEB Obligation	-	-	5,872,000	5,250,000	5,872,000	5,250,000
Current Portion of L-T Debt	-	-	17,241,000	11,158,000	34,588,000	32,459,000
Accrued Expenses	-	-	8,119,000	8,123,000	49,339,000	49,817,000
Deferred Income	-	-	-	(1,000)	55,845,000	54,724,000
Deposits Held in Custody for Others	40,919,000	38,467,000	12,295,000	14,461,000	53,214,000	52,928,000
Total Current and Noncurrent Liabilities	43,354,000	38,533,000	102,100,000	78,100,000	269,330,000	244,779,000
LONG-TERM LIABILITIES						
Utilities Management Agreement	-	-	85,400,000	90,120,000	85,400,000	90,120,000
OPEB Obligation	-	-	105,159,000	96,967,000	105,159,000	96,967,000
Net Pension Obligation	-	-	265,781,000	282,841,000	265,781,000	282,841,000
Federal Loan Program Refundable Contribution	-	-	14,351,000	14,440,000	14,351,000	14,440,000
Bonds and Master Lease Obligations	-	-	350,454,000	352,573,000	969,788,000	987,674,000
Total Long-Term Liabilities	-	-	821,145,000	836,941,000	1,440,479,000	1,472,042,000
Total Liabilities	43,354,000	38,533,000	923,245,000	915,041,000	1,709,809,000	1,716,821,000
NET POSITION						
Unrestricted	2,435,000	208,000	(490,873,000)	(717,773,000)	(315,569,000)	(368,118,000)
Restricted	27,722,000	32,678,000	19,929,000	30,447,000	61,950,000	72,123,000
Endowment	58,125,000	49,097,000	38,896,000	39,839,000	97,021,000	88,936,000
Capital Assets, Net of Related Debt	-	-	568,893,000	760,059,000	772,631,000	805,103,000
Total Net Position	88,282,000	81,983,000	136,845,000	112,572,000	616,033,000	598,044,000
Total Liabilities & Net Position	\$ 131,636,000	\$ 120,516,000	\$ 1,060,090,000	\$ 1,027,613,000	\$ 2,325,842,000	\$ 2,314,865,000

UNIVERSITY OF OKLAHOMA - NORMAN CAMPUS
STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
FOR THE NINE MONTHS ENDED MARCH 31, 2017 AND 2016
UNAUDITED - MANAGEMENTS USE ONLY

	Education & General		Sponsored Programs		Auxiliary Enterprises	
	3/31/2017	% of Budget	3/31/2017	% of Budget	3/31/2017	% of Budget
REVENUES:						
Tuition and Fees	321,643,000	98.1%	-	0.0%	\$ 7,475,000	77.8%
Sponsored Programs	12,155,000	148.7%	107,237,000	75.2%	1,943,000	0.0%
Sales and Services	14,142,000	32.2%	-	0.0%	183,503,000	76.5%
State Appropriations	91,127,000	77.1%	-	0.0%	-	0.0%
Private Gifts	11,113,000	93.6%	-	0.0%	79,000	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	3,119,000	52.0%	23,000	n/a	9,000	9.6%
Other Sources	32,625,000	74.4%	5,000	n/a	6,987,000	248.9%
Gross Margin	485,924,000	86.8%	107,265,000	75.2%	199,996,000	78.5%
EXPENSES:						
Compensation	265,557,000	83.7%	51,434,000	75.2%	58,747,000	75.5%
Depreciation	-	0.0%	-	0.0%	23,448,000	77.8%
Scholarships and Fellowships	79,975,000	106.3%	2,357,000	75.2%	11,688,000	93.5%
Utilities	22,728,000	67.9%	-	0.0%	11,731,000	73.7%
Cost of Goods Sold	24,000	n/a	-	0.0%	13,941,000	74.3%
Debt Service - Interest and Fees	75,000	0.0%	254,000	0.0%	7,796,000	54.9%
Professional and Technical Fees	3,033,000	123.2%	2,775,000	75.2%	2,158,000	97.3%
Maintenance and Repair	10,071,000	71.4%	-	0.0%	8,423,000	57.3%
Supplies and Materials	3,661,000	15.8%	2,729,000	75.2%	10,784,000	87.7%
Travel	5,951,000	157.3%	2,386,000	75.2%	8,135,000	67.2%
Library Books and Periodicals	8,506,000	73.2%	-	0.0%	-	0.0%
Communications	2,974,000	92.3%	260,000	75.2%	1,553,000	73.3%
Other Uses	60,761,000	84.9%	45,070,000	75.2%	42,632,000	96.7%
Total Expenses	463,316,000	83.3%	107,265,000	75.2%	201,036,000	78.3%
Net Increase (Decrease) In Net Position	\$ 22,608,000		\$ 18,060,000		\$ (1,040,000)	
						\$ (5,101,000)

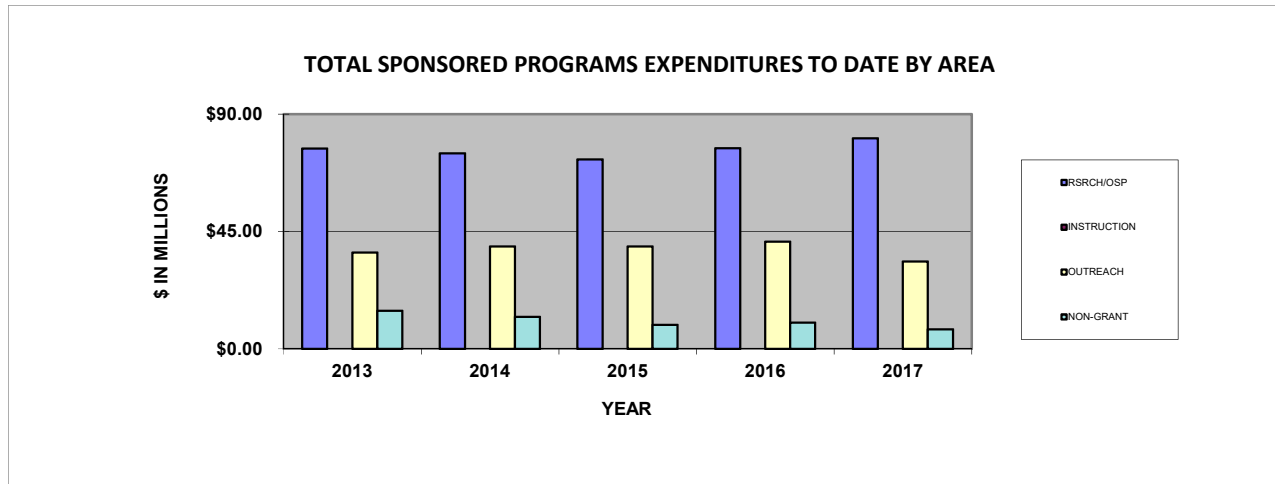
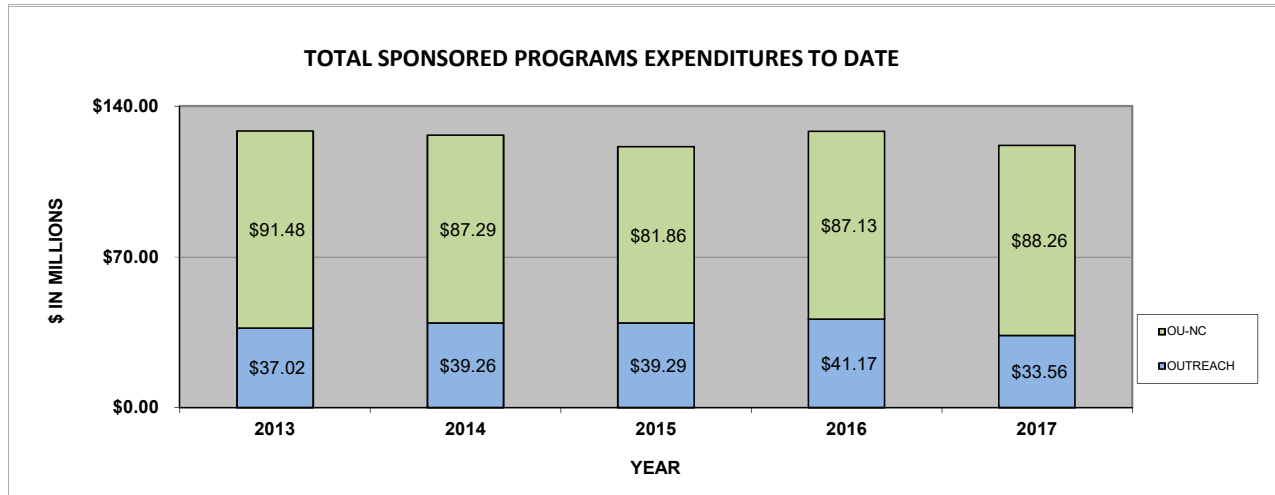
HEALTH SCIENCES CENTER AND NORMAN CAMPUS



	FY 2017 YEAR	YEAR %CHANGE	FY 2016 YEAR	FY 2017 APR	MONTH %CHANGE	FY 2016 APR
RESEARCH/OSP	\$ 157,187,320	3.71%	\$ 151,571,429	\$ 15,996,751	1.82%	\$ 15,710,608
INSTRUCTION	\$ 23,234,189	4.27%	\$ 22,282,376	\$ 2,113,349	10.59%	\$ 1,910,891
OUTREACH	\$ 33,555,083	-18.49%	\$ 41,165,152	\$ 3,047,682	-29.22%	\$ 4,306,126
NON-GRANT/OTHER	\$ 20,063,383	-17.26%	\$ 24,249,392	\$ 4,774,261	39.30%	\$ 3,427,392
TOTAL	\$ 234,039,975	-2.19%	\$ 239,268,350	\$ 25,932,042	2.28%	\$ 25,355,017

HEALTH SCIENCES CENTER AND NORMAN CAMPUS

NORMAN CAMPUS

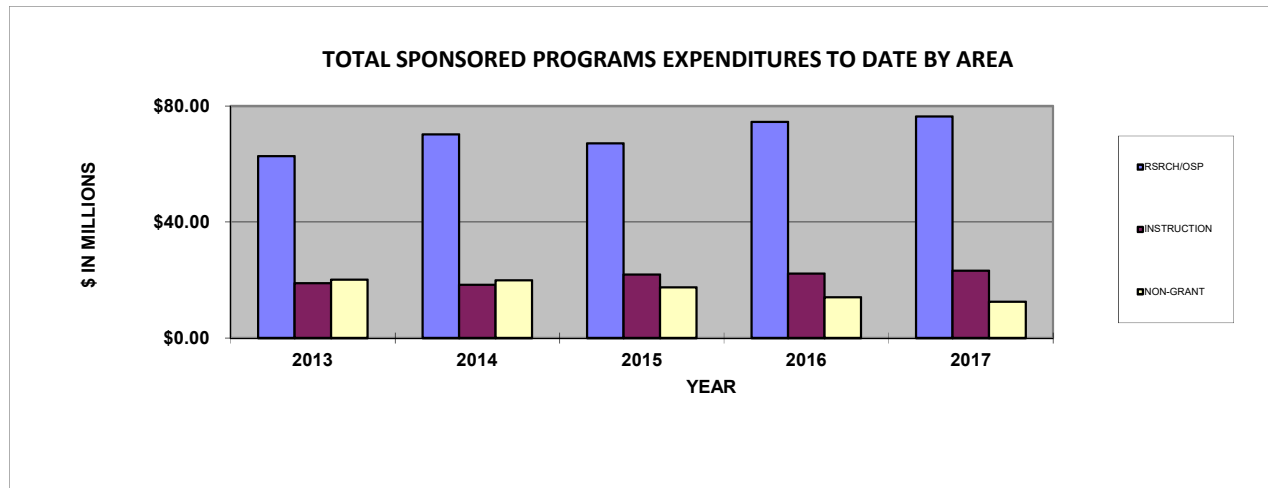
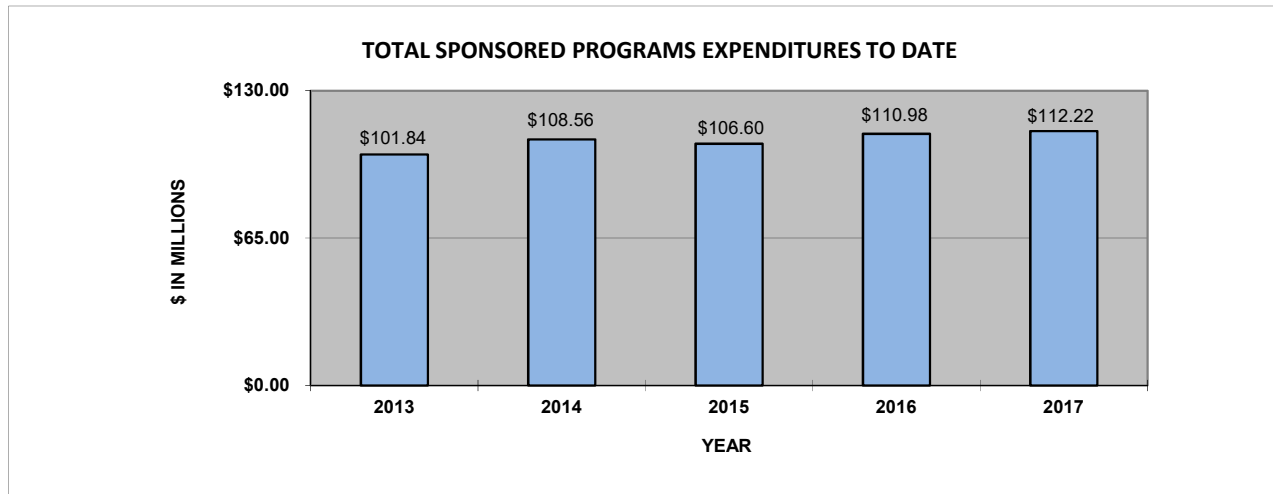


	FY 2017 YEAR	YEAR %CHANGE	FY 2016 YEAR	FY 2017 APR	MONTH %CHANGE	FY 2016 APR
RESEARCH/OSP	\$ 80,770,971	4.87%	\$ 77,017,675	\$ 8,110,284	-3.51%	\$ 8,405,160
INSTRUCTION	\$ -		\$ -	\$ -		\$ -
OUTREACH	\$ 33,555,083	-18.49%	\$ 41,165,152	\$ 3,047,682	-29.22%	\$ 4,306,126
NON-GRANT/OTHER	\$ 7,490,913	-25.91%	\$ 10,110,320	\$ 3,396,169	49.25%	\$ 2,275,564
TOTAL	\$ 121,816,966	-5.05%	\$ 128,293,147	\$ 14,554,135	-2.89%	\$ 14,986,850

NORMAN CAMPUS

THE UNIVERSITY OF OKLAHOMA

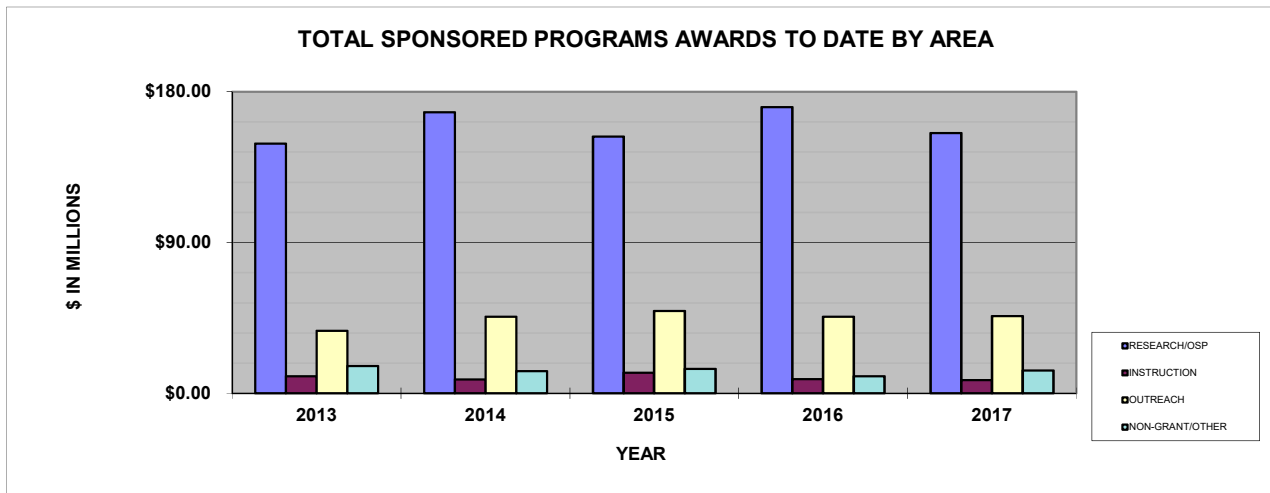
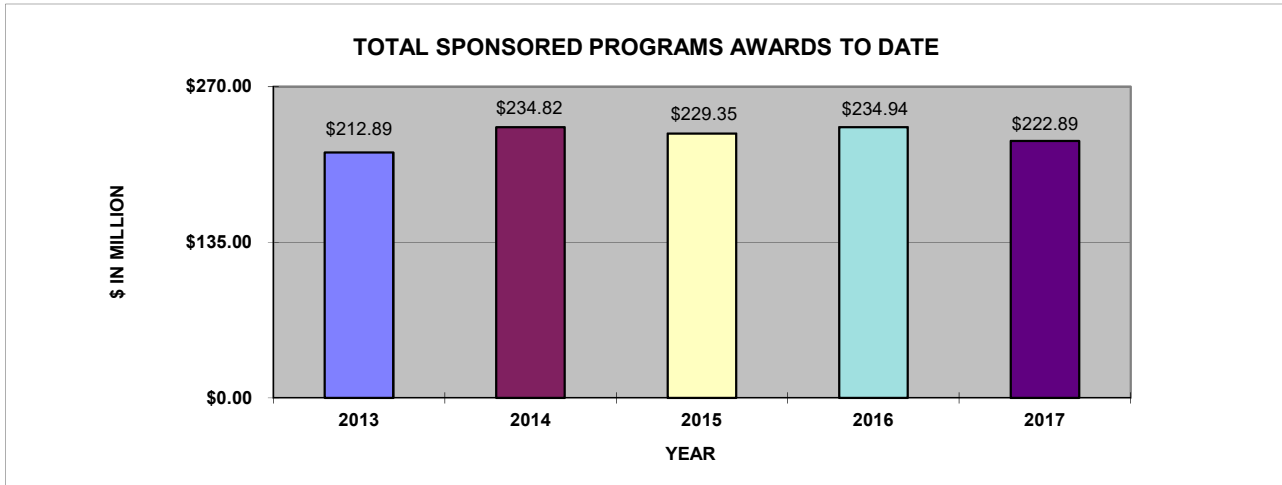
HEALTH SCIENCES CENTER



	FY 2017 YEAR	YEAR %CHANGE	FY 2016 YEAR	FY 2017 APR	MONTH %CHANGE	FY 2016 APR
RESEARCH/OSP	\$ 76,416,348	2.50%	\$ 74,553,754	\$ 7,886,467	7.95%	\$ 7,305,448
INSTRUCTION	\$ 23,234,189	4.27%	\$ 22,282,376	\$ 2,113,349	10.59%	\$ 1,910,891
NON-GRANT/OTHER	\$ 12,572,471	-11.08%	\$ 14,139,072	\$ 1,378,092	19.64%	\$ 1,151,828
TOTAL	\$ 112,223,008	1.12%	\$ 110,975,203	\$ 11,377,908	9.74%	\$ 10,368,167

HEALTH SCIENCES CENTER

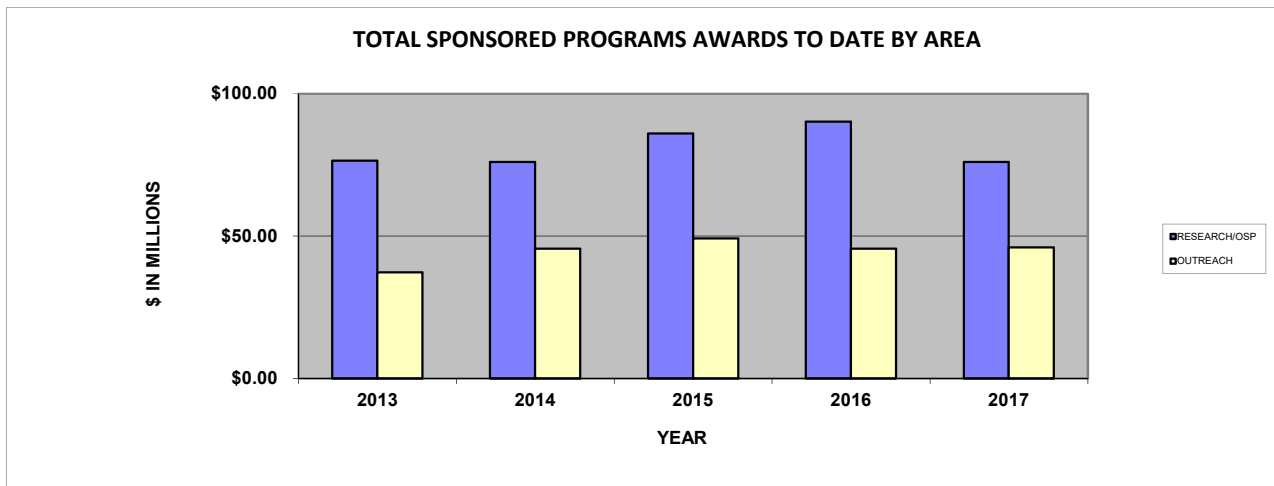
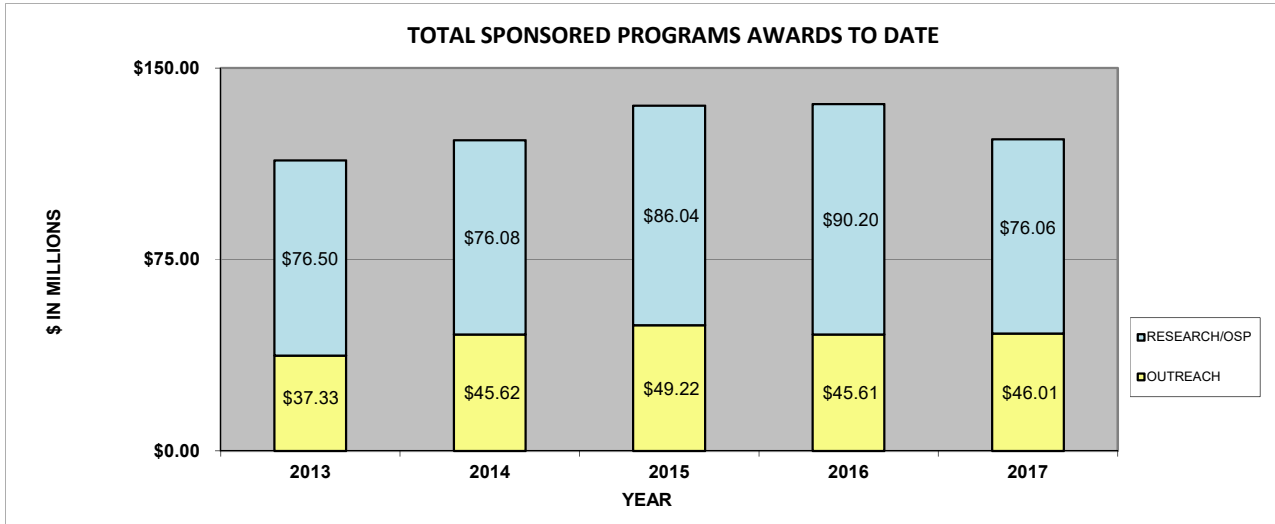
NORMAN CAMPUS AND HEALTH SCIENCES CENTER



	FY 2017 YEAR	YEAR %CHANGE	FY 2016 YEAR	FY 2017 APR	MONTH %CHANGE	FY 2016 APR
RESEARCH/OSP	\$ 155,422,919	-8.95%	\$ 170,709,684	\$ 7,896,854	-52.94%	\$ 16,781,007
INSTRUCTION	\$ 7,872,146	-7.59%	\$ 8,519,019	\$ 377,418	469.75%	\$ 66,243
OUTREACH	\$ 46,009,617	0.87%	\$ 45,611,880	\$ 70,000	-63.64%	\$ 192,496
NON-GRANT/OTHER	\$ 13,587,978	34.56%	\$ 10,097,945	\$ 87,737	-39.88%	\$ 145,938
TOTAL	\$ 222,892,660	-5.13%	\$ 234,938,528	\$ 8,432,009	-50.94%	\$ 17,185,684

NORMAN CAMPUS AND HEALTH SCIENCES CENTER

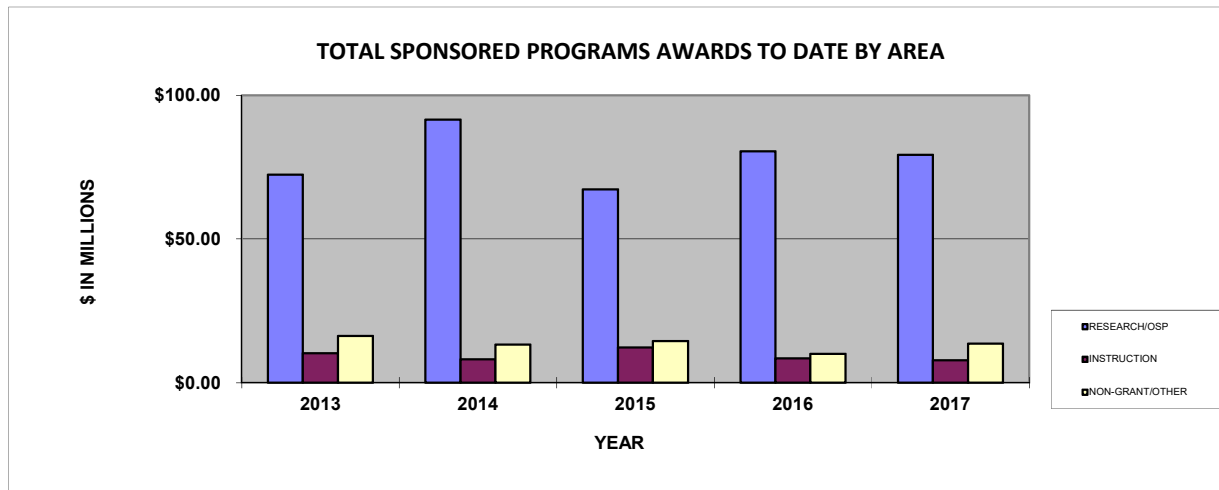
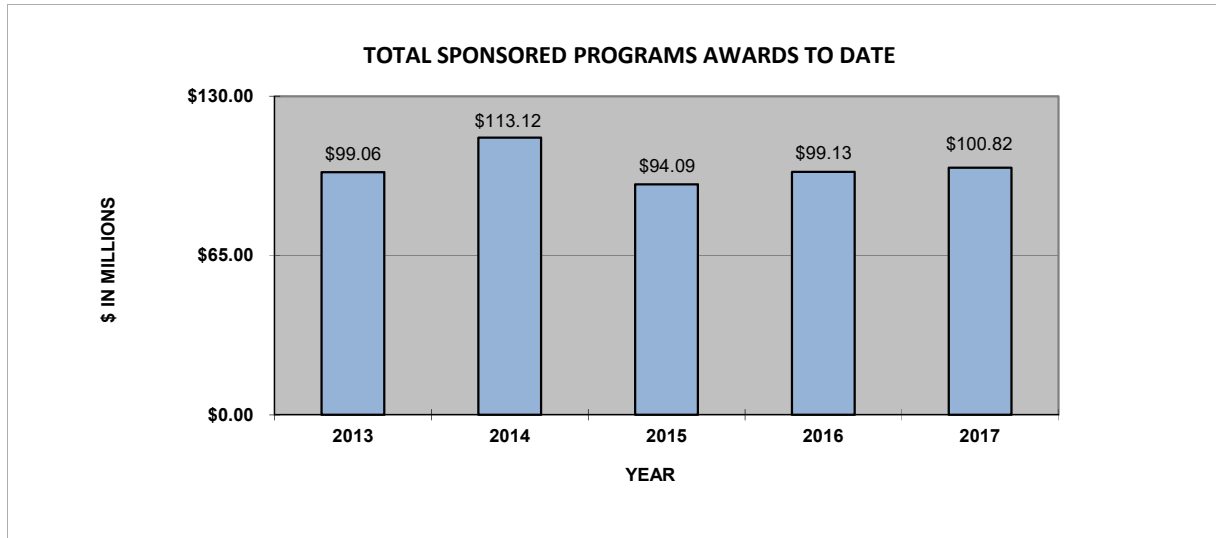
NORMAN CAMPUS



	FY 2017 YEAR	YEAR %CHANGE	FY 2016 YEAR	FY 2017 APR	MONTH %CHANGE	FY 2016 APR
RESEARCH/OSP	\$ 76,062,367	-15.68%	\$ 90,201,522	\$ 2,652,508	-45.33%	\$ 4,851,738
INSTRUCTION	\$ -		\$ -	\$ -		\$ -
OUTREACH	\$ 46,009,617	0.87%	\$ 45,611,880	\$ 70,000	-63.64%	\$ 192,496
NON-GRANT/OTHER	\$ -		\$ -	\$ -		\$ -
TOTAL	\$ 122,071,984	-10.12%	\$ 135,813,402	\$ 2,722,508	-46.03%	\$ 5,044,234

NORMAN CAMPUS

HEALTH SCIENCES CENTER



	FY 2017 YEAR	YEAR %CHANGE	FY 2016 YEAR	FY 2017 APR	MONTH %CHANGE	FY 2016 APR
RESEARCH/OSP	\$ 79,360,552	-1.43%	\$ 80,508,162	\$ 5,244,346	-56.04%	\$ 11,929,269
INSTRUCTION	\$ 7,872,146	-7.59%	\$ 8,519,019	\$ 377,418	469.75%	\$ 66,243
NON-GRANT/OTHER	\$ 13,587,978	34.56%	\$ 10,097,945	\$ 87,737	-39.88%	\$ 145,938
TOTAL	\$ 100,820,675	1.71%	\$ 99,125,127	\$ 5,709,501	-52.98%	\$ 12,141,450

HEALTH SCIENCES CENTER

NORMAN CAMPUS & HEALTH SCIENCES CENTER
REPORT OF CONTRACTS AWARDED (OVER \$1M)
April 2017

AWD #	AGENCY	TITLE	VALUE	PERIOD	PI(s)
20142495	Agency for Healthcare Research & Quality	Disseminating and Implementing PCOR Through the	\$2,494,188	12 mo.	Daniel Duffy (Cntr for Clinical & Trans Rsch)
1 Total			\$2,494,188		

**2017 FIRST AMENDMENT TO THE UNIVERSITY OF OKLAHOMA
DEFINED CONTRIBUTION RETIREMENT PLAN**

Pursuant to the authority vested in the undersigned, the University of Oklahoma Defined Contribution Retirement Plan (the “Plan”) is hereby amended as follows:

I.

Section 2.1(h) of the Plan is hereby amended to read as follows:

“(h) Eligible Employee. ‘Eligible Employee’ means an Eligible HSC Employee or an Eligible Norman Employee.

(1) Eligible HSC Employee. ‘Eligible HSC Employee’ means any salaried employee of the Institution who (i) is on the Institution’s HSC payroll, (ii) is approved to work on a .50 full-time equivalency basis or more as determined under the Institution’s Standard Personnel Policies, and (iii) is designated by the Institution to be ‘benefits eligible’ as determined under the Institution’s Standard Personnel Policies. The foregoing (i) and (ii) are the ‘eligibility requirements’ to enter the Plan (‘Eligibility Requirements’). However, the term Eligible HSC Employee does not include a person whose employment is incidental to his or her educational program or whose employment is not continuous for a period of at least six months or more. Provided, the following employees shall also be **included** as Eligible HSC Employees under the Plan if they are on the Institution’s HSC payroll and satisfy the Eligibility Requirements:

1. Employees hired by the Institution and classified as ‘lecturers,’ ‘instructors,’ or ‘visiting professors’ in accordance with the Institution’s Standard Personnel Policies;

2. Regular faculty members who are on sabbatical or other authorized leave of absence as provided in the Institution’s Standard Personnel Policies;

3. Employees hired by the Institution and funded through grants and classified as ‘academic researchers’ in accordance with the Institution’s Standard Personnel Policies; or, a regular faculty member at HSC approved to work on a .50 full-time equivalency basis or more and earns \$9,000 or more from HSC;

4. Employees hired by the Institution and approved to work on less than a .50 full-time equivalency basis if such employee receives a grant from the Small Business Innovation Research Program; and

5. Hourly Employees.

Provided further, the following employees shall be **excluded** as Eligible HSC Employees under the Plan:

1. Employees hired by the Institution and approved as a ‘temporary employee’ in accordance with the Institution’s Standard Personnel Policies;
2. Employees hired by the Institution and classified as academic or medical ‘residents’ or ‘post doctoral fellows’;
3. Employees hired by the Institution and classified as ‘student employees’ in accordance with the Institution’s Standard Personnel Policies;
4. Employees hired by the Institution and compensated through contracts funded through either the United States Postal Service or the Federal Aeronautics Administration;
5. Employees hired by the Institution and classified as ‘temporary tutors’ in accordance with the Institution’s Standard Personnel Policies;
6. Employees hired by the Institution and classified as ‘staff providers’ or ‘special project consultants’ in accordance with the Institution’s Standard Personnel Policies;
7. Employees hired by the Institution and participating in the Oklahoma Public Employees Retirement System or the Oklahoma Law Enforcement Retirement System;
8. Workers hired by the Institution and classified as ‘independent contractors’ under the Institution’s Standard Personnel Policies, notwithstanding that such workers are reclassified or are deemed to be employees of the Institution by the Internal Revenue Service or any other governmental agency or by a court of competent jurisdiction;
9. Employees hired by the Institution and classified as ‘adjunct professors’ and who have ‘full-time employment’ outside of the Institution. The determination of what is ‘full-time employment’ is made in the sole discretion of the Institution;
10. Employees hired by the Institution and classified as ‘PEAK Employees’ in accordance with the Institution’s Standard Personnel Policies;
11. Employees hired by the Institution and classified as ‘Advanced Program Field Assistants’ and ‘Aviation Instructors’ in accordance with the Institution’s Standard Personnel Policies; and
12. Employees who make the irrevocable one-time written election to participate in the Optional Plan pursuant to the Act.

(2) Eligible Norman Employee. ‘Eligible Norman Employee’ means any salaried employee of the Institution who (i) is on the Institution’s Norman Campus payroll, (ii) is approved to work on a .50 full-time equivalency basis or more as determined under the Institution’s Standard Personnel Policies, and (iii) is designated by the Institution to be ‘benefits eligible’ as determined under the Institution’s Standard Personnel Policies. The foregoing (i) and (ii) are the ‘eligibility requirements’ to enter the Plan (‘Eligibility Requirements’). However, the term Eligible Norman Employee does not include a person whose employment is incidental to his or her educational program or whose employment is not continuous for a period of at least six months or more. Provided, the following employees shall also be **included** as Eligible Norman Employees under the Plan if they are on the Institution’s Norman Campus payroll and satisfy the Eligibility Requirements:

1. Employees hired by the Institution and classified as ‘lecturers,’ ‘instructors,’ or ‘visiting professors’ in accordance with the Institution’s Standard Personnel Policies;
2. Regular faculty members who are on sabbatical or other authorized leave of absence as provided in the Institution’s Standard Personnel Policies;
3. Employees hired by the Institution and funded through grants and classified as ‘academic researchers’ in accordance with the Institution’s Standard Personnel Policies; or, a regular faculty member at HSC approved to work on a .50 full-time equivalency basis or more and earns \$9,000 or more from HSC;
4. Employees hired by the Institution and approved to work on less than a .50 full-time equivalency basis if such employee receives a grant from the Small Business Innovation Research Program; and
5. Hourly Employees.

Provided further, the following employees shall be **excluded** as Eligible Employees under the Plan:

6. Employees hired by the Institution and approved as a ‘temporary employee’ in accordance with the Institution’s Standard Personnel Policies;
7. Employees hired by the Institution and classified as academic or medical ‘residents’ or ‘post doctoral fellows’;
8. Employees hired by the Institution and classified as ‘student employees’ in accordance with the Institution’s Standard Personnel Policies;

9. Employees hired by the Institution and compensated through contracts funded through either the United States Postal Service or the Federal Aeronautics Administration;

10. Employees hired by the Institution and classified as ‘temporary tutors’ in accordance with the Institution’s Standard Personnel Policies;

11. Employees hired by the Institution and classified as ‘staff providers’ or ‘special project consultants’ in accordance with the Institution’s Standard Personnel Policies;

12. Employees hired by the Institution and participating in the Oklahoma Public Employees Retirement System or the Oklahoma Law Enforcement Retirement System;

13. Workers hired by the Institution and classified as ‘independent contractors’ under the Institution’s Standard Personnel Policies, notwithstanding that such workers are reclassified or are deemed to be employees of the Institution by the Internal Revenue Service or any other governmental agency or by a court of competent jurisdiction;

14. Employees hired by the Institution and classified as ‘adjunct professors’ and who have ‘full-time employment’ outside of the Institution. The determination of what is ‘full-time employment’ is made in the sole discretion of the Institution;

15. Employees hired by the Institution and classified as ‘PEAK Employees’ in accordance with the Institution’s Standard Personnel Policies;

16. Employees hired by the Institution and classified as ‘Advanced Program Field Assistants’ and ‘Aviation Instructors’ in accordance with the Institution’s Standard Personnel Policies; and

17. Employees who make the irrevocable one-time written election to participate in the Optional Plan pursuant to the Act.”

II.

Section 2.1 of the Plan is hereby amended to add the following new Subsection (s) and renumber the current Subsection (s) and the following subsections accordingly:

“(s) Norman Campus. ‘Norman Campus’ means the Norman and Tulsa, Oklahoma campuses of the Institution, excluding Health Sciences Center campuses in Oklahoma City and Tulsa, Oklahoma.”

III.

Effective June 1, 2017, Section 2.1(y) of the Plan (as renumbered) is hereby amended to read as follows:

“(y) Plan Participation Entry Date. ‘Plan Participation Entry Date’ shall mean the Norman Plan Participation Entry Date or HSC Plan Participation Entry Date.

(1) ‘Norman Plan Participation Entry Date’ means for an Eligible Norman Employee who has a documented University offer and acceptance of employment as a faculty member on the Norman Campus on July 1, 2016 and who becomes employed on or before September 1, 2016, the first day of the month coinciding with or next following the date the University receives from such Eligible Norman Employee the one-time irrevocable written election to participate in this Plan and not participate in OTRS. With respect to any other Eligible Norman Employee, ‘Norman Plan Participation Entry Date’ means the first day of calendar month coinciding with or next following the completion of twelve months after (i) the Date of Employment as an Eligible Norman Employee, or (ii) if the Eligible Norman Employee is rehired, the Date of Reemployment, except as provided in Section 6.2 herein.

(2) ‘HSC Plan Participation Entry Date’ means for an Eligible HSC Employee who becomes an Eligible HSC Employee on or after July 1, 2016, the first day after completion of twelve months (which day may be in the middle of the calendar month) following (i) the Date of Employment as an Eligible HSC Employee, or (ii) if the Eligible HSC Employee is rehired, the Date of Reemployment, except as provided in Section 6.2 herein.”

IV.

The reference to “Section 4.5” in Section 2.1(cc) of the Plan (as renumbered) is hereby amended to read “Section 4.6.”

V.

The reference to “Subsection 2.1(v)” in the last sentence of the second paragraph of Section 2.1(ee) of the Plan (as renumbered) is hereby amended to read Subsection 2.1(ee).”

VI.

The first sentence of Section 4.1 and the first sentence of Section 4.1(a) of the Plan are hereby amended to read as follows:

“4.1 Institution Contributions-HSC. The Institution will make Institution Contributions for each Plan Year based on the following percentages of Regular Salary, Supplemental Salary and Wages paid to OU Participants who are Eligible HSC Employees during such Plan Year under the following Subsections (a), (b), (c), (d) and/or (e), as applicable; provided, for an OU Participant’s initial year of participation in the Plan, Institution Contributions will be calculated using the

Regular Salary, Supplemental Salary and Wages paid during the time that the OU Participant was an actual Participant in the Plan.

(a) For OU Participants who are hired by the Institution before July 1, 1995, and are OU Participants in the Plan, 15% of Regular Salary/Wages in excess of \$9,000 for each Plan Year.”

VII.

The first sentence of Section 4.1(b) of the Plan is hereby amended to read as follows:

“(b) For all Eligible HSC Employees who are hired by the Institution on or after July 1, 1995 and who are OU Participants in the Plan, the Institution will contribute to the Plan on behalf of each such Eligible HSC Employee for each Plan Year 8% of Regular Salary/Wages in excess of \$9,000.”

VIII.

The third sentence of Section 4.1(c) of the Plan is hereby amended to read as follows:

“(c) The only OU Participants who will be eligible to receive the Supplemental Contribution will be those Eligible HSC Employees who receive at least \$40,000 of Supplemental Salary during the Plan Year.”

IX.

The first sentence of Section 4.1(e) of the Plan is hereby amended to read as follows:

“(e) If the Eligible HSC Employee is an Hourly Employee and not participating in TRS, then, the Institution shall make an Institution Contribution equal to 9% of such Hourly Employee’s Wages while he remains otherwise eligible to participate in the Plan.”

X.

Section 4.1(f) of the Plan is hereby amended to read as follows:

“(f) If the Eligible HSC Employee qualifies for and is receiving benefits under the Institution’s Long-Term Disability Plan, the Institution will make a Institution Contribution to this Plan based on the rate of Regular Salary and Wages (but not Supplemental Salary) which was being paid to such Eligible HSC Employee at the time he incurred the ‘disability’ which entitled him to receive benefits pursuant to the Institution’s Long-Term Disability Plan. This Institution Contribution shall be continued to be made to this Plan until the first to occur of (i) such Eligible HSC Employee’s attainment of age 65, (ii) cessation of payments pursuant to the Institution’s Long-Term Disability Plan, or (iii) receipt of a distribution from this Plan.”

XI.

Article IV of the Plan is hereby amended to add the following new Section 4.2, and to renumber the current Section 4.2 and the following sections accordingly:

“4.2 Institution Contributions-Norman Campus. The Institution will make Institution Contributions for each Plan Year based on the following percentages of Regular Salary, Supplemental Salary and Wages paid to OU Participants who are Eligible Norman Employees during such Plan Year under the following Subsections (a), (b), (c), (d) and/or (e), as applicable; provided, for an OU Participant’s initial year of participation in the Plan, Institution Contributions will be calculated using the Regular Salary, and Wages paid during the time that the OU Participant was an actual Participant in the Plan.

(a) For OU Participants who are hired by the Institution before July 1, 1995, and are OU Participants in the Plan, and for the Dean of the University Law School hired in 2010, 15% of Regular Salary/Wages in excess of \$9,000 for each Plan Year. Provided, however, in the event that the OU Participant is not a Participant for the entire Plan Year, then for purposes of the preceding sentence, ‘\$9,000’ shall be substituted by an amount which is the pro rata portion of \$9,000 based on the pay periods during the plan year in which the OU Participant is a Participant. Provided further, in the case of an OU Participants on sabbatical leave during a Plan Year with less than full salary, then for purposes of the first sentence of this paragraph, ‘9,000’ shall be substituted by an amount which is the pro rated portion of \$9,000 based on the sabbatical full-time equivalent (for example, for a faculty member on sabbatical leave at half pay for a year, the exempt salary will be reduced to \$4,500).

(b) For all Eligible Norman Employees who are hired by the Institution on or after July 1, 1995 and who are OU Participants in the Plan, the Institution will contribute to the Plan on behalf of each such Eligible Norman Employee for each Plan Year 8% of Regular Salary/Wages in excess of \$9,000. Provided, however, in the event that the OU Participant is not a Participant for the entire Plan Year, then for purposes of the preceding sentence, ‘\$9,000’ shall be substituted by an amount which is the pro rata portion of \$9,000 based on the pay periods during the plan year in which the OU Participant is a Participant. Provided further, in the case of an OU Participants on sabbatical leave during a Plan Year with less than full salary, then for purposes of the first sentence of this paragraph, ‘9,000’ shall be substituted by an amount which is the pro rated portion of \$9,000 based on the sabbatical full-time equivalent (for example, for a faculty member on sabbatical leave at half pay for a year, the exempt salary will be reduced to \$4,500).

(c) If the Eligible Norman Employee is an Hourly Employee and not participating in TRS, then, the Institution shall make an Institution Contribution equal to 9% of such Hourly Employee’s Wages while he remains otherwise eligible to participate in the Plan. If the Hourly Employee is participating in TRS during all or part of a Plan Year, his Institution Contribution for the portion of such Plan Year in which he is participating in TRS, will be

determined under Subsections (a) or (b) of this Section 4.1 hereof, as applicable, with the \$9,000 amount prorated as applicable.

(d) If the Eligible Norman Employee qualifies for and is receiving benefits under the Institution’s Long-Term Disability Plan, the Institution will make a Institution Contribution to this Plan based on the rate of Regular Salary and Wages which was being paid to such Eligible HSC Employee at the time he incurred the ‘disability’ which entitled him to receive benefits pursuant to the Institution’s Long-Term Disability Plan. This Institution Contribution shall be continued to be made to this Plan until the first to occur of (i) such Eligible Norman Employee’s attainment of age 65, (ii) cessation of payments pursuant to the Institution’s Long-Term Disability Plan, or (iii) receipt of a distribution from this Plan.”

XII.

The reference to “Section 4.6” in the fourth paragraph of Section 4.7(a)(i) (as renumbered) of the Plan is hereby amended to read “Section 4.7.”

XIII.

Section 6.1(a) of the Plan is hereby amended to read as follows:

“(a) Vesting-HSC. When a OU Participant who is an Eligible HSC Employee ceases to be an Eligible HSC Employee for any reason other than those specified in Subsection 6.1(c) below, such OU Participant shall have vested and non-forfeitable rights in all or part of his benefit represented by Institution Contributions, as set forth by the percentages in the applicable table hereafter set forth:

<u>Years of Vesting Service</u>	<u>Percent of Institution Contributions Vested</u>
Less Than: 3	0%
At Least: 3	100%”

XIV.

Article VI of the Plan is hereby amended to add the following new Subsection (b) and to renumber the current Subsection (b) and the following subsections accordingly:

“(b) Vesting-Norman. When a OU Participant who is an Eligible Norman Employee ceases to be an Eligible Norman Employee for any reason other than those specified in Subsection 6.1(c) below, such OU Participant shall have vested and non-forfeitable rights in all or part of his benefit represented by Institution Contributions, as set forth by the percentages in the applicable table hereafter set forth:

<u>Years of Vesting Service</u>	<u>Percent of Institution Contributions Vested</u>
Less Than: 3	0%
At Least: 3	100%”

XV.

The reference to “Subsection (a)” in the first sentence of Section 6.1(c) of the Plan (as renumbered) is hereby amended to read “Subsections (a) or (b).”

XVI.

The reference to “Section 2.1(d)” in Section 7.6(d)(i) of the Plan is hereby amended to read “Section 2.1(c).”

XVII.

Subsections 6.2(a)(iii), (iv) and the first paragraph of (v) of the Plan shall be amended to read as follows:

“(iii) If a Participant who has three or more Years of Vesting, terminates employment for any reason and receives any distribution from the Plan, and he/she is reemployed by the Institution after such date of termination, then, the Participant shall forfeit all prior Years of Service and Years of Vesting under the Plan; and, such Participant shall be subject to the Vesting Schedule as provided in Subsection 6.1(b) above with respect to any future Institution Contributions and shall be treated as a new employee.

(iv) If a Participant has at least three Years of Vesting, terminates employment with the Institution and does not receive any distribution from the Plan and he/she is reemployed by the Institution within 90 days of such date, then, the Participant will be credited with all Years of Service and Years of Vesting and shall be eligible to participate in the Plan immediately upon reemployment.

(v) If a Participant has at least three Years of Vesting, terminates employment with the Institution, does not take any distribution from the Plan, and is rehired after 90 days from such date of termination, then, such Participant shall be credited all prior Years of Service and Years of Vesting under the Plan with respect to amounts held in his/her Accumulation Account as of his/her date of termination but shall be subject to the Vesting Schedule as provided in Subsection 6.1(b) above with respect to all future Institution Contributions, and shall be treated as a new employee and will not be credited for prior Years of Service and Years of Vesting earned prior to such termination for future Institution Contributions.”

Except as otherwise provided in this 2017 First Amendment to the University of Oklahoma Defined Contribution Retirement Plan (“Amendment”), the Plan is hereby ratified and

confirmed in all respects. Except as otherwise provided herein, this Amendment shall be effective as of July 1, 2017.

EXECUTED as of the ____ day of _____, 2017.

BOARD OF REGENTS OF THE UNIVERSITY OF
OKLAHOMA

By _____
Name: _____
Title: _____

**2017 FIRST AMENDMENT TO THE UNIVERSITY OF OKLAHOMA
OPTIONAL RETIREMENT PLAN**

Pursuant to the authority vested in the undersigned, the University of Oklahoma Optional Retirement Plan (the “Plan”) is hereby amended as follows:

I.

Section 2.1(h) of the Plan is hereby amended to read as follows:

“(h) Eligible Employee. “Eligible Employee” means an Eligible HSC Employee or an Eligible Norman Employee.

(1) Eligible HSC Employee. ‘Eligible HSC Employee’ means any salaried employee of the Institution who (i) is on the Institution’s HSC payroll, (ii) is originally appointed or hired on or after July 1, 2004; (ii) is approved to work on a .50 full-time equivalency basis or more as determined under the Institution’s Standard Personnel Policies; and (iii) is designated by the Institution to be ‘benefits eligible’ as determined under the Institution’s Standard Personnel Policies. The foregoing (ii) and (iii) are the ‘eligibility requirements’ to enter the Plan (‘Eligibility Requirements’) for an Eligible HSC Employee. However, the term Eligible HSC Employee does not include a person whose employment is incidental to his or her educational program or whose employment is not continuous for a period of at least six months or more. Provided, the following employees shall also be **included** as Eligible HSC Employees under the Plan if they are on the Institution’s HSC payroll and satisfy the Eligibility Requirements:

1. Employees hired by the Institution and classified as ‘lecturers,’ ‘instructors,’ or ‘visiting professors’ in accordance with the Institution’s Standard Personnel Policies;

2. Regular faculty members who are on sabbatical or other authorized leave of absence as provided in the Institution’s Standard Personnel Policies;

3. Employees hired by the Institution and funded through grants and classified as ‘academic researchers’ in accordance with the Institution’s Standard Personnel Policies; or, a regular faculty member at HSC approved to work on a .50 full-time equivalency basis or more; and

4. Employees hired by the Institution and approved to work on less than a .50 full-time equivalency basis if such employee receives a grant from the Small Business Innovation Research Program.

Provided further, the following employees shall be **excluded** as Eligible Employees under the Plan:

1. Employees hired by the Institution and approved as a 'temporary employee' in accordance with the Institution's Standard Personnel Policies;
2. Employees hired by the Institution and classified as academic or medical 'residents' or 'post doctoral fellows'; in accordance with the Institution's Standard Personnel Policies;
3. Employees hired by the Institution and classified as 'student employees' in accordance with the Institution's Standard Personnel Policies;
4. Employees hired by the Institution and compensated through contracts funded through either the United States Postal Service or the Federal Aeronautics Administration;
5. Employees hired by the Institution and classified as 'temporary tutors' in accordance with the Institution's Standard Personnel Policies;
6. Employees hired by the Institution and classified as 'staff providers' or 'special project consultants' in accordance with the Institution's Standard Personnel Policies;
7. Employees hired by the Institution and participating in the Oklahoma Public Employees Retirement System or the Oklahoma Law Enforcement Retirement System;
8. Workers hired by the Institution and classified as 'independent contractors' under the Institution's Standard Personnel Policies, notwithstanding that such workers are reclassified or are deemed to be employees of the Institution by the Internal Revenue Service or any other governmental agency or by a court of competent jurisdiction;
9. Employees hired by the Institution and classified as 'adjunct professors' and who have 'full-time employment' outside of the Institution. The determination of what is 'full-time employment' is made in the sole discretion of the Institution;
10. Employees hired by the Institution and classified as 'PEAK Employees' in accordance with the Institution's Standard Personnel Policies;
11. Employees hired by the Institution and classified as 'Advanced Program Field Assistants' and 'Aviation Instructors' in accordance with the Institution's Standard Personnel Policies;

12. Employees hired by the University and actively participating in the University of Oklahoma Defined Contribution Retirement Plan; and

13. Employees hired by the University and classified as an ‘hourly-paid employee’ in accordance with the Institution’s standard personnel and payroll practices.

(2) Eligible Norman Employee. ‘Eligible Norman Employee’ means any salaried employee of the Institution who (i) is on the Institution’s Norman Campus payroll, (ii) originally appointed or hired on or after July 1, 2004; (iii) is approved to work on a .50 full-time equivalency basis or more as determined under the Institution’s Standard Personnel Policies; and (iv) is designated by the Institution to be ‘benefits eligible’ as determined under the Institution’s Standard Personnel Policies. The foregoing (ii) and (iii) are the ‘eligibility requirements’ to enter the Plan (‘Eligibility Requirements’) for an Eligible Norman Employee. However, the term Eligible Norman Employee does not include a person whose employment is incidental to his or her educational program or whose employment is not continuous for a period of at least six months or more. Provided, the following employees shall also be **included** as Eligible Norman Employees under the Plan if they are on the Institution’s Norman Campus payroll and satisfy the Eligibility Requirements:

1. Employees hired by the Institution and classified as ‘lecturers,’ ‘instructors,’ or ‘visiting professors’ in accordance with the Institution’s Standard Personnel Policies;

2. Regular faculty members who are on sabbatical or other authorized leave of absence as provided in the Institution’s Standard Personnel Policies;

3. Employees hired by the Institution and funded through grants and classified as ‘academic researchers’ in accordance with the Institution’s Standard Personnel Policies; or, a regular faculty member at HSC approved to work on a .50 full-time equivalency basis or more; and

4. Employees hired by the Institution and approved to work on less than a .50 full-time equivalency basis if such employee receives a grant from the Small Business Innovation Research Program.

Provided further, the following employees shall be **excluded** as Eligible Employees under the Plan:

1. Employees hired by the Institution and approved as a ‘temporary employee’ in accordance with the Institution’s Standard Personnel Policies;

2. Employees hired by the Institution and classified as academic or medical ‘residents’ or ‘post doctoral fellows’; in accordance with the Institution’s Standard Personnel Policies;

3. Employees hired by the Institution and classified as ‘student employees’ in accordance with the Institution’s Standard Personnel Policies;

4. Employees hired by the Institution and compensated through contracts funded through either the United States Postal Service or the Federal Aeronautics Administration;

5. Employees hired by the Institution and classified as ‘temporary tutors’ in accordance with the Institution’s Standard Personnel Policies;

6. Employees hired by the Institution and classified as ‘staff providers’ or ‘special project consultants’ in accordance with the Institution’s Standard Personnel Policies;

7. Employees hired by the Institution and participating in the Oklahoma Public Employees Retirement System or the Oklahoma Law Enforcement Retirement System;

8. Workers hired by the Institution and classified as ‘independent contractors’ under the Institution’s Standard Personnel Policies, notwithstanding that such workers are reclassified or are deemed to be employees of the Institution by the Internal Revenue Service or any other governmental agency or by a court of competent jurisdiction;

9. Employees hired by the Institution and classified as ‘adjunct professors’ and who have ‘full-time employment’ outside of the Institution. The determination of what is ‘full-time employment’ is made in the sole discretion of the Institution;

10. Employees hired by the Institution and classified as ‘PEAK Employees’ in accordance with the Institution’s Standard Personnel Policies;

11. Employees hired by the Institution and classified as ‘Advanced Program Field Assistants’ and ‘Aviation Instructors’ in accordance with the Institution’s Standard Personnel Policies;

12. Employees hired by the University and actively participating in the University of Oklahoma Defined Contribution Retirement Plan; and

13. Employees hired by the University and classified as an ‘hourly-paid employee’ in accordance with the Institution’s standard personnel and payroll practices.”

II.

Section 2.1 of the Plan is hereby amended to add the following new Subsection (p) and renumber the current Subsection (p) and the following subsections accordingly:

“(p) Norman Campus. ‘Norman Campus’ means the Norman and Tulsa, Oklahoma campuses of the Institution, excluding Health Sciences Center campuses in Oklahoma City and Tulsa, Oklahoma.”

III.

Effective June 1, 2017, Section 2.1(t) of the Plan (as renumbered) is hereby amended to read as follows:

“(t) Plan Participation Entry Date. ‘Plan Participation Entry Date’ means the Norman Plan Participation Entry Date or the HSC Plan Participation Entry Date.

(1) ‘Norman Plan Participation Entry Date’ means for an Eligible Norman Employee who has a documented University offer and acceptance of employment as a faculty member on the Norman Campus on July 1, 2016 and who becomes employed on or before September 1, 2016, the first day of the month coinciding with or next following the date the University receives from such Eligible Norman Employee the one-time irrevocable written election to participate in this Plan and not participate in OTRS. With respect to any other Eligible Norman Employee, ‘Plan Participation Entry Date’ means the first day of the calendar month coinciding with or next following the completion of twelve months after (i) the Date of Employment as an Eligible Norman Employee, provided that the University receives the one-time irrevocable written election from the Eligible Norman Employee to participate in this Plan and not to participate in OTRS, or (ii) if the Eligible Norman Employee is rehired and previously made the one-time irrevocable written election to participate in this Plan, the Date of Reemployment, except as provided in Section 6.2 herein.

(2) ‘HSC Plan Participation Entry Date’ means for an Eligible HSC Employee who becomes an Eligible HSC Employee on or after July 1, 2016, the first day after completion of twelve months (which day may be in the middle of the calendar month) following (i) the Date of Employment as an Eligible HSC Employee provided that the University receives a timely one-time irrevocable written election from the Eligible HSC Employee to participate in this Plan and not to participate in OTRS, or (ii) if the Eligible HSC Employee is rehired and previously made the one-time irrevocable written election to participate in this Plan, the Date of Reemployment, except as provided in Section 6.2 herein.”

IV.

Section 3.4 of the Plan is hereby amended to read as follows:

“3.4 Reemployment. Subject to Section 6.2 herein, an Eligible Employee who previously became a Participant in the Plan pursuant to Section 3.1 who are re-employed by the Institution will be eligible for participation upon reemployment in a position that would qualify the individual as an Eligible Employee. Any individual who was appointed or hired by the University after July 1, 2004 but did not make the irrevocable one-time election to participate in this Plan shall not be eligible to make such election upon reemployment unless the individual was previously employed for less than 30 days. In such case, the individual shall have 30 days from reemployment as an Eligible Employee to make the irrevocable one-time election pursuant to Section 3.2 to participate in this Plan.”

V.

The first sentence of Section 4.1 of the Plan is hereby amended to read as follows:

“4.1 Institution Contributions-HSC. The Institution will make Institution Contributions for each Plan Year equal to 9% of the Regular Salary, Supplemental Salary and Wages for the Plan Year paid to a Participant who is an Eligible HSC Employee.”

VI.

The first three sentences of Section 4.1(a) of the Plan are hereby amended to read as follows:

“(a) After the Institution has made the Institution Contributions described above, and if such Institution Contribution does not equal the Targeted Amount of Institutional Contribution (defined below) for each Participant who is an Eligible HSC Employee and receives Supplemental Salary in excess of \$40,000 during the Plan Year, then, an additional Institution Contribution (‘Supplemental Contribution’) will be made on behalf of such Participant until the Targeted Amount has been satisfied. The Targeted Amount shall be based upon the schedule described below considering the Total Compensation paid to each such Participant who receives Supplemental Salary of at least \$40,000 for the Plan Year without limitation under OBRA '93. The only Participants who will be entitled to receive the Supplemental Contribution will be those Eligible HSC Employees who receive Supplemental Salary during the Plan Year.”

VII.

The last paragraph of Section 4.1(a) of the Plan is hereby amended to read as follows:

“With respect to a Participant who is an Eligible HSC Employee and terminates employment during the Plan Year, the calculation of the Supplemental Contribution for purposes of this Subsection (a) shall be modified as follows:

- (A) is equal to the Targeted Amount shown in the following schedule based upon the Regular Salary and Wages paid for the Plan Year through the end of the last pay period before the calculation plus the Supplemental Salary paid through the 15th day of the month of the calculation without limitation under OBRA '93; and
- (B) is equal to the amount of Institution Contribution made under the first paragraph of Subsection 4.1 above for the Plan Year based on projected Regular Salary/Wages as if the OU Participant worked the entire Plan Year.”

VIII.

The first sentence of Section 4.1(c) of the Plan is hereby amended to read as follows:

“(c) If the Eligible HSC Employee qualifies for and is receiving benefits under the Institution’s Long-Term Disability Plan, the Institution will make a Institution Contribution to this Plan based on the rate of Regular Salary and Wages (but not Supplemental Salary) which was being paid to such Eligible HSC Employee at the time he incurred the ‘disability’ which entitled him to receive benefits pursuant to the Institution’s Long-Term Disability Plan. This Institution Contribution shall be continued to be made to this Plan until the first to occur of (i) such Eligible HSC Employee’s attainment of age 65, (ii) cessation of payments pursuant to the Institution’s Long-Term Disability Plan, or (iii) receipt of a distribution from this Plan.”

IX.

Article IV of the Plan is hereby amended to add the following new Section 4.2, and to renumber the current Section 4.2 and the following sections accordingly:

“4.2 Institution Contributions-Norman Campus. The Institution will make Institution Contributions for each Plan Year equal to 9% of the Regular Salary and Wages for the Plan Year paid to a Participant who is an Eligible Norman Employee. Contributions will be made in accordance with the University’s normal payroll procedures and will be allocated to the Accumulation Account of such Participant. Provided, for a Participant’s initial year of participation in the Plan, Institution Contributions will be calculated using the Regular Salary and Wages paid during the time that the Participant was an actual Participant in the Plan.

If the Eligible Norman Employee qualifies for and is receiving benefits under the Institution’s Long-Term Disability Plan, the Institution will make a Institution Contribution to this Plan based on the rate of Regular Salary and Wages which was being paid to such Eligible Norman Employee at the time he incurred the ‘disability’ which entitled him to receive benefits pursuant to the Institution’s Long-Term Disability Plan. This Institution Contribution shall be continued to be made to this Plan until the first to occur of (i) such Eligible Norman Employee’s attainment of

age 65, (ii) cessation of payments pursuant to the Institution’s Long-Term Disability Plan, or (iii) receipt of a distribution from this Plan.”

X.

Section 6.1(a) of the Plan is hereby amended to read as follows:

“(a) Vesting-HSC. When a Participant who is an Eligible HSC Employee ceases to be an Eligible HSC Employee for any reason other than those specified in Subsection 6.1(c) below, such Participant shall have vested and non-forfeitable rights in all or part of his benefit represented by Institution Contributions, as set forth by the percentages in the applicable table hereafter set forth:

<u>Years of Vesting Service</u>	<u>Percent of Institution Contributions Vested</u>
Less Than: 3	0%
At Least: 3	100%”

XI.

Article VI of the Plan is hereby amended to add the following new Subsection (b) and to renumber the current Subsection (b) and the following subsections accordingly:

“(b) Vesting-Norman. When a Participant who is an Eligible Norman Employee ceases to be an Eligible Norman Employee for any reason other than those specified in Subsection 6.1(c) below, such Participant shall have vested and non-forfeitable rights in all or part of his benefit represented by Institution Contributions, as set forth by the percentages in the applicable table hereafter set forth:

<u>Years of Vesting Service</u>	<u>Percent of Institution Contributions Vested</u>
Less Than: 3	0%
At Least: 3	100%”

XII.

The reference to “Subsection (a)” in the first sentence of Section 6.1(c) of the Plan (as renumbered) is hereby amended to read “Subsections (a) or (b).”

XIII.

Subsections 6.2(a)(iii), (iv) and (v) of the Plan shall be amended to read as follows:

“(iii) If a Participant who has three or more Years of Vesting, terminates employment for any reason and receives any distribution from the

Plan, and he/she is reemployed by the Institution after such date of termination, then, the Participant shall forfeit all prior Years of Service and Years of Vesting under the Plan; and, such Participant shall be subject to the Vesting Schedule as provided in Subsection 6.1(b) above with respect to any future Institution Contributions and shall be treated as a new employee.

(iv) If a Participant has at least three Years of Vesting, terminates employment with the Institution and does not receive any distribution from the Plan and he/she is reemployed by the Institution within 90 days of such date, then, the Participant will be credited with all Years of Service and Years of Vesting and shall be eligible to participate in the Plan immediately upon reemployment.

(v) If a Participant has at least three Years of Vesting, terminates employment with the Institution, does not take any distribution from the Plan, and is rehired after 90 days from such date of termination, then, such Participant shall be credited all prior Years of Service and Years of Vesting under the Plan with respect to amounts held in his/her Accumulation Account as of his/her date of termination but shall be subject to the Vesting Schedule as provided in Subsection 6.1(b) above with respect to all future Institution Contributions, and shall be treated as a new employee and will not be credited for prior Years of Service and Years of Vesting earned prior to such termination for future Institution Contributions.”

Except as otherwise provided in this 2017 First Amendment to the University of Oklahoma Optional Retirement Plan (“Amendment”), the Plan is hereby ratified and confirmed in all respects. Except as otherwise provided herein, this Amendment shall be effective as of July 1, 2017.

EXECUTED as of the ____ day of _____, 2017.

BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA

By _____
Name: _____
Title: _____

THE UNIVERSITY OF OKLAHOMA
Student Rights and Responsibilities Code
2014-2015

~~Approved by the University of Oklahoma Board of Regents—September 19, 2011~~

I. ~~Overview and Mission~~

~~20176-20187~~

The purpose of the Student Rights and Responsibilities Code (referred to as the “Code” or “this Code”) is to establish specific student rights and responsibilities while maintaining an environment conducive to the ~~University of Oklahoma’s mission. The processes and procedures of this Code establish and enforce standards of conduct through educational experiences, fostering student learning and development while maintaining student retention~~University’s educational mission.

II. ~~Authority and Jurisdiction~~

~~The Board of Regents of the University of Oklahoma is charged in the Constitution of the State of Oklahoma with governing the University, and nothing in this Code prevents the Board of Regents from establishing or amending rules or procedures in order to fulfill its responsibility. In collaboration with the appropriate University official, the University Vice President for Student Affairs has day to day responsibility for disciplinary matters and maintenance of records of all actions taken. The University Vice President for Student Affairs shall be vested with the authority to establish and operate a Student Conduct Office. The respective campus Director of Student Conduct shall work in collaboration with appropriate University officials, but shall report to the University Vice President for Student Affairs (“UVPSA”) for the operation of the Student Conduct Office (“Student Conduct”).~~

~~This Code and the Procedures shall be effective beginning September 19, 2011.~~

III. ~~Student Rights~~

~~Students of the University of Oklahoma are guaranteed certain rights by the Constitutions~~constitutions of the United States and the State of Oklahoma and the University of Oklahoma Student Government Association. ~~Those documents are controlling and any questions of student rights must be decided on the language contained in~~In recognition of those documents, among other rights, rights and in keeping with the values underlying them, the University of Oklahoma respects the following apply:student rights:

~~The student has the right to form, join and participate in any student organization or group without regard to race, color, national origin, sex, sexual orientation, genetic information, age (40 or older), religion, disability, political beliefs or status as a veteran. <http://www.ou.edu/home/eoo.html> and <http://www.ou.edu/home/misc.html>~~

~~1. To~~

~~2.1. The student has the right to pursue his/her~~an education as long as ~~he/she meets the~~the University’s applicable academic standards ~~and observes applicable laws and , policies, regulations and applicable laws are followed;~~

00030413-1 [†]The Regent’s approved UOSA be changed to SGA on December 7, 2012.

- ~~3.2. The student has the right to~~To certain procedural due process, including notice and an opportunity to be heard.;
- ~~3. The student has the right to~~To a prompt, fair, and impartial process during University investigations and proceedings, from an initial investigation to the final result;
- ~~4. In cases involving sexual misconduct, the complainant/reporting party and the respondent have the right to have the investigation and proceedings conducted by officials with annual training on issues related to dating violence, domestic violence, sexual violence, and stalking, and on how to conduct an investigation and hearing process that protects the safety of victims and promotes accountability;~~
- ~~4.5. To~~ request appropriate action from the administration for any violation of a right guaranteed by this Code.;
- ~~5. The student has the right not to be charged twice by the Student Conduct Office for one incident. To~~
- ~~6. The student has the right to~~ establish and/or disseminate publications free from any censorship or other official action controlling editorial policy or content, in accordance with applicable regulations and University policies.policy;
- ~~7. The student has the right to~~To invite and hear any personspeaker of his/her choice on any subject of his/her choice subject to, in accordance with applicable regulations and/or University policy.;
- ~~8. The student has the right to~~To use campus facilities, subject to in accordance with applicable regulations governing the facility and University policy;
http://www.ou.edu/content/studentaffairs/services/policies_and_forms.Html
<http://www.ouhsc.edu/policy/>
- ~~9. The student has the right of assembly~~To peaceably assemble to demonstrate, inform, or protest, in accordance with applicable regulations and University policy.;
- ~~10. The student has the right to~~To be secure in his/her possessions, against invasion of privacy, and unreasonable search and seizure.;

IV. Student Conduct Proceedings

~~Procedures under this Code are attached as Appendix A and available at: <http://studentconduct.ou.edu/> In collaboration with the appropriate University official, the UVPSA or other appropriate administrative official vested with such authority, has discretion to take various actions under this Code for violations of law or University policy. Such actions are separate from civil, criminal or licensure proceedings that may relate to the same incident. Proceedings under the Code may be carried out prior to, simultaneously with, or following civil, criminal or licensure proceedings, at the discretion of the University.~~

~~The University will initiate the appropriate process under the Code within 365 calendar days from the date that a University employee discovers the act. Provided, however, the appropriate process shall be initiated immediately upon receipt of findings from the University's Equal Opportunity Office. In addition to any proceedings described in the Student Conduct Procedures (see Appendix A, the "Procedures"), the University may take any of the following actions:~~

- ~~11. A. To form, join and participate in any student organization or group without regard to race, color, national origin, sex, sexual orientation, gender identity, gender expression, genetic~~

00030413-1 [†]The Regent's approved UOSA be changed to SGA on December 7, 2012.

information, age (40 or older), religion, disability, political beliefs or status as a veteran. [http://www.ou.edu/home/eoo.html and http://www.ou.edu/home/misc.html] Provided, in accordance with Oklahoma state law, a religious student association may choose to limit its membership or leadership based on the sincerely held religious beliefs, observances, or practices of the group; and

12. Not to be charged more than once for one incident by [the Office of Student Conduct](#).

~~II Direct Administrative Action~~

~~— In collaboration with the appropriate University official, the UVPSA or other appropriate administrative official vested with such authority, may immediately take Direct Administrative Action, which he/she deems necessary for the welfare or safety of the University Community; to maintain order on the campus and preserve the orderly functioning of the University; to stop or prevent interference in any manner with the public or private rights of others on University premises; to stop or prevent actions that threaten the health or safety of any person; or stop or prevent actions that destroy or damage property of the University, its students, faculty, staff, or guests.~~

~~Any student so affected may be entitled to a hearing as outlined in the Procedures, attached as Appendix A and available at: <http://studentconduct.ou.edu/>~~

~~B. Disciplinary Hold and Disciplinary Stop~~

~~— While conduct proceedings are pending, the University may place a disciplinary hold on the student's records, which prohibits the student from registering for classes until the conduct process, including any review procedure, if requested, is complete. The University may also place a disciplinary hold if a student fails to complete assigned sanctions, which has the same impact on a student's records and registration as described above. If a disciplinary hold is placed, the hold will not be removed until the student satisfactorily completes all sanctions.~~

~~— The University may place a disciplinary stop on a student's record if a student is suspended as part of the sanctions, prohibiting a student from being admitted to or registering for classes at any campus governed by the Board of Regents of the University of Oklahoma. A disciplinary stop shall remain in effect until the suspension period is over, the student has complied with all conditions, has reapplied and been readmitted.~~

~~V. Advisors~~

~~The disciplinary process is an administrative, not a legal proceeding. Nonetheless, if a student wishes to consult an advisor, the SGA[†] General Counsel, or other advisors as may be provided by the University, advises students free of charge; or a student may hire a private advisor or attorney (collectively referred to as "advisors") at his/her own expense. Direct participation of the student is essential to the educational and/or remedial nature of the conduct process; therefore, the student must be present and actively engaged throughout the process, and the role of any advisor is limited as described below.~~

~~Except as required by Oklahoma law with respect to expulsion proceedings and as outlined in the Procedures, attached as Appendix A and available at: <http://studentconduct.ou.edu/>, the advisor is limited to counseling the student and may not be present, act or speak for the student, participate directly in any hearing or meetings, cross-examine witnesses, or otherwise disrupt or delay the proceedings. Hearings and meetings, etc. will be scheduled based on student availability not advisor availability. With respect to expulsion proceedings, only licensed attorneys are permitted to represent parties. Attorneys may be present in hearings only when specifically permitted~~

00030413-1 [†] The Regent's approved UOSA be changed to SGA on December 7, 2012.

~~by this Code and the Procedures. Any advisor not complying with this section will be removed from the process at the discretion of the Director of Student Conduct or appropriate hearing Chair, in accordance with Appendix A.~~

~~VI.~~ Student Responsibilities

~~Enrollment in Students of the University creates special obligations beyond those attendant upon membership in general society. In addition to the requirement of compliance of Oklahoma are responsible for complying with all applicable local, state, and federal laws and regulations, the student assumes the obligation to comply with all applicable. As members of the University and College regulations.~~

~~It is the responsibility of all community, students who are potential also responsible for familiarizing themselves with University policies and regulations when applicable.~~

~~In addition, students involved in disciplinary proceedings initiated under this Code, whether as parties or, witnesses to an alleged violation of the Code to participate in the conduct process. Students, or panelists, have a duty to cooperate and discuss the incident with appropriate University officials, adhere to stated deadlines, attend scheduled meetings, provide documentation as requested and participate in all University proceedings. Failure to meet/fulfill these duties/responsibilities may result in a decision being made without the benefit of the student's participation, or may result in a student being charged with failing to comply with the direction of a University official.~~

~~Prohibited Conduct~~

~~These definitions include, but are not limited to, the following:~~

~~Students are responsible for meeting the University's minimal standards of appropriate conduct and may be disciplined for engaging in the following types of prohibited conduct:~~

1. Abusive conduct: Unwelcome conduct that is sufficiently severe and pervasive that it alters the conditions of education or employment and creates an environment that a reasonable person would find intimidating, harassing, or humiliating. ~~These circumstances could include the~~The frequency of the conduct, its severity, and whether it is threatening or humiliating.—This are factors that will be considered in determining whether conduct is abusive. Abusive conduct includes physically abusing a person verbal abuse, physical abuse, or holding a person against his or her will. Simple teasing, offhanded comments and isolated incidents (unless extremely serious) will not amount to abusive conduct.
2. Alcohol violations: Possessing, using, providing, manufacturing, distributing, or selling alcoholic beverages on or off campus in violation of law or University policies.
3. ~~—~~Arson: The willful setting fire to or burning of a structure or its contents or the property of another.
4. Dishonesty: Manufacturing, possessing, providing, making, or using false information or omitting relevant information to University officials or on University applications, forging, altering or misusing a University record or document, initiating a false report, and knowingly using or possessing forged, altered or false documents or records.
5. Disruption or obstruction of a University activity: Interference with, obstruction or disruption of University activities such as teaching, research, recreation, meetings, public events and

~~00030413-1 ————— † The Regent's approved UOSA be changed to SGA on December 7, 2012.~~

disciplinary proceedings.

6. Drug violations: Possessing, using, providing, manufacturing, distributing, or selling drugs or drug paraphernalia in violation of law or University policies. This includes the use or possession of prescription drugs other than by the person prescribed or for a purpose other than what was prescribed.
7. Ethical or professional code violations, violation of licensure board rules and regulations, state and federal laws, and/or other applicable regulatory or privileges issues: as defined by the student's College or professional association or licensure board, as may be applicable to the student(s), or applicable laws or regulations.
8. Failing to abide by or complete a University sanction in a satisfactory manner: Failure to adhere to sanctions or engaging in other prohibited conduct while on disciplinary probation or suspension.
9. Failure to comply with the direction of a University official who is performing his or her duties. This responsibility includes complying with faculty/staff requirements and directions of study abroad programs, including off-limits designations and other restrictions or instructions.
10. Failure to keep records up to date: Failing to keep Admissions and Records notified of current school and/or permanent directory information, including email information.
11. Hazing: Any action or situation that recklessly or intentionally endangers the mental or physical health, safety, or welfare of an individual for the purpose of initiation, participation, admission into or affiliation with any organization at the University, as defined by Oklahoma or federal law.
12. Interfering with, obstructing or disrupting police or fire responses: Tampering with, impairing, disabling, or misusing fire protection systems such as smoke detectors, fire extinguishers, sprinklers, or alarms; failing to evacuate during a fire alarm; resisting arrest; failing to abide by the directions of police or fire personnel.
13. Mental harassment: Intentional conduct that is so extreme and outrageous that a reasonable person would not tolerate it.
14. Misuse of computing facilities: Misusing computer labs and equipment as well as technology resources including the Internet, University networks, computer software, data files belonging to others, email addresses and accounts belonging to others, University databases and violating University Information Technology computing policies. ~~The University's Computer Use Policy is found at:~~
~~http://www.ou.edu/committees/itc/policy/Acceptable_Use_of_Information_Resources.html~~
~~<http://it.ouhsc.edu/policies/AcceptableUse.asp>~~
15. Misuse or defacement of University property: Damage to or misuse of equipment, property, furniture, facilities and buildings belonging to the University.
16. Misuse or defacement of property belonging to another.
17. Retaliation: -Taking any adverse action against a person because of, or in retaliation for, the person's reporting of a crime or violation of University policy, or in assisting in such a claim.
18. Sexual Harassment/Misconduct: —Violating the University of Oklahoma Sexual ~~Assault~~Misconduct, Discrimination, and Harassment Policy, ~~found at:-~~. The following types of

⁰⁰⁰³⁰⁴¹³ 1 ~~—The Regent's approved UOSA be changed to SGA on December 7, 2012.~~

conduct, as defined in the Sexual Misconduct, Discrimination, and Harassment policy are all prohibited by this Code: (A) Sex Discrimination, (B) Sexual Harassment, (C) Retaliation, (D) Sexual Violence, (E) Sexual Exploitation, (F) Dating Violence, (G) Domestic Violence, and (H) Stalking (gender based).

The University of Oklahoma Sexual Misconduct, Discrimination, and Harassment Policy may be found at:

<http://www.ou.edu/home/misc.html>

19. Stalking: Willfully, maliciously, and repeatedly following or harassing another (not gender based): Engaging in a course of conduct directed at a specific person in a manner that would cause a reasonable person to feel frightened, intimidated, threatened, harassed fear for the person's safety or the safety of others, or molested suffer substantial emotional distress.
20. Theft: Possessing property that is known or should have been known to be stolen, taking property without the consent of the owner, even with intent to return the property, or obtaining property by false pretenses.
21. Unauthorized entry or exit or attempted entry or exit: Entering or exiting or attempting to do the same without authority or consent with respect to University facilities, property belonging to another, and fraternity and sorority houses.
22. Violation of local, state, federal law or University regulation or policy.
23. Weapons violations, possession of weapons, firearms, explosives, fireworks, ammunition or incendiary devices on campus: Actual or constructive possession or control of any weapon, including but not limited to air pistols, air rifles, lock blades, fixed blades, knives with a blade longer than four inches, blackjacks, metal knuckles, chemical substances, bombs, or any other device found to be a violation of this Code by Student Conduct. Instruments designed to look like any of the above are included in this prohibition.

III. Disciplinary

~~VII.~~ Sanctions

~~In collaboration with the appropriate University official, the UVPSA, or other appropriate administrative official vested with such authority, may issue the following sanctions in accordance with the procedures established for each campus, including an order, by agreement of the parties or by a default decision. Sanctions not on this list may be issued when deemed appropriate by the University.~~

Students of the University of Oklahoma who engage in prohibited conduct are subject to the following disciplinary sanctions:

1. Verbal Warning: A verbal notice that the behavior was inappropriate.*
2. Written Warning: A written statement that the behavior was inappropriate, which will remain on the student's University disciplinary record for a specified period of time or until the student meets certain conditions.*
3. Disciplinary Probation: A written statement that the behavior was inappropriate and should subsequent violations occur, the University will take more serious conduct action up to and including suspension or expulsion. This can include exclusion from University affiliated entities, including student organization activities, for a period of time or until the student meets certain

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conditions. Disciplinary probation will remain on the student's disciplinary record for a specified period of time or until the student meets specified conditions⁺.

4. Educational Sanctions: A specific number of hours of community service, completion of a reflection or research paper, attending a class, program or lecture, attending counseling, or other actions⁺.
5. Restitution: Repayment for damages or misappropriation of property. This may include monetary compensation or other related service(s), such as cleaning or restoration⁺.
6. Administrative Fee: Administrative fees for educational programs and presentations as well as policy related administrative costs, which are assessed directly to the student's Bursar account. A financial stop may be placed on the student's record if the student fails to pay the administrative fee by the due date. This stop may prevent the student from registering for future terms or adding or dropping courses⁺.
7. University-Owned Housing Reassignment or Termination: Reassignment to another University-owned housing unit, exclusion from certain University-owned properties or termination of the student's housing agreement.
8. Administrative Trespass: Denial of access to all or a portion of campus, except for limited periods and specific activities with the permission of the appropriate University official, as designated by the University Vice President for Student Affairs or other appropriate administrative official vested with such authority. Should the student enter campus without written permission, the appropriate University official or the campus police may take action.
9. Suspension: Exclusion from the University and all campuses governed by the Board of Regents of the University of Oklahoma for a specific period of time or until the student meets certain conditions, following which the student may be permitted to re-enroll or apply for readmission to the University, as applicable.
10. Expulsion: Exclusion from the University and all campuses governed by the Board of Regents of the University of Oklahoma for an indefinite period of time, a record of which remains on file permanently.
11. Restriction or Denial of University Services: Restricted from use or denial of specified University services, including participation in University activities.
12. Delayed Conferral of Degree: Delay of issuance of a student's diploma for a specified period of time or until the student meets certain conditions.
13. Strike: The University's official recognition of a student's or organization's violation of the University of Oklahoma's Norman Campus Alcohol Policy⁺.

* Except in conjunction with other disciplinary measures, these sanctions are not appropriate if a student is found responsible for the following violations of the Sexual Misconduct, Discrimination, and Harassment Policy: Sexual Violence, Dating Violence, and Domestic Violence.

IV. Student Conduct Proceedings

Student Conduct Proceedings are the University's means of affording procedural due process to students who may be sanctioned for engaging in prohibited conduct. The Student Rights and Responsibilities Code Procedures, attached hereto as Appendix A, provide a step-by-step explanation of those proceedings.

⁺ The Regent's approved UOSA be changed to SGA on December 7, 2012.

V. Direct Administrative Action

A Direct Administrative Action (DAA) is an action that places immediate restrictions upon a student's rights within the University community, up to and including a removal from the University community. A DAA is not a final disciplinary sanction; it is a temporary measure that may be undertaken during the pendency of appropriate due process. A DAA may be imposed only by the UVPSA or other appropriate official vested with such authority when necessary for the welfare or safety of the University community; to maintain order on the campus and preserve the orderly functioning of the University; to stop or prevent interference with the public or private rights of others on University premises; to stop or prevent actions that threaten the health or safety of any person; or to stop or prevent actions that destroy or damage property of the University, its students, faculty, staff, or guests.

When a DAA is imposed, the Office of Student Conduct shall review the facts and circumstances to determine whether Student Conduct Proceedings should be initiated, whether to recommend to the UVPSA or designee that the DAA should be lifted, or whether some other University action is appropriate.

VI. Disciplinary Holds: Student Records, Student Transcripts, and Student Registration

11.

The University may place a disciplinary hold on a student's records during the pendency of Student Conduct Proceedings. A disciplinary hold prohibits a student from registering for classes until the Student Conduct Proceedings, including any review procedure, are complete. Upon conclusion of Student Conduct Proceedings, the University may continue a disciplinary hold on a student's records until the student satisfactorily completes all sanctions.

The University may place a disciplinary hold on a student's record if a student is suspended as part of the sanctions, prohibiting a student from being admitted to or registering for classes at any campus governed by the Board of Regents of the University of Oklahoma. A disciplinary hold shall remain in effect until the suspension period is over, the student has complied with all conditions and/or sanctions, and has reapplied and been readmitted.

Records relating to non-academic student conduct matters are a part of the student's overall education record; however, disciplinary charges and sanctions are not noted on official student transcripts, except where academics are incidentally affected (i.e., the transcript for a student suspended during a semester after the add/drop deadline will reflect withdrawal from any courses in which the student is enrolled).

VII. Authority

The Board of Regents of the University of Oklahoma is charged in the Constitution of the State of Oklahoma with governing the University, and nothing in this Code prevents the Board of Regents from establishing or amending rules or procedures in order to fulfill its responsibility. The UVPSA shall be vested with the authority to establish and operate a Student Conduct Office. The UVPSA or designee has day-to-day responsibility for disciplinary matters and maintenance of records of all actions taken.

12.

The University will initiate Student Conduct Proceedings under this Code within one year from the date that the conduct becomes known to the Student Conduct Office. Provided, however, Student Conduct Proceedings

00030413-1 [†]The Regent's approved UOSA be changed to SGA on December 7, 2012.

shall be initiated immediately upon receipt of findings from the Office of Institutional Equity. Student Conduct Proceedings may be carried out prior to, simultaneously with, or following civil, criminal or licensure proceedings, at the discretion of the University.

VIII. Review of the Student Conduct Code

~~—In~~The UVPSA, in collaboration with ~~the appropriate University official, the UVPSA, or other appropriate administrative official vested with such authority, and each campus Provost,~~ will appoint a committee of at least five (5) persons, including ~~the respective Directors of campus~~ Student Conduct representatives and the presidents of each campus student government association to review and ~~revise the~~make recommendations for the revision of this Code every three (3) years, or sooner, if needed. The Committee will solicit input from representatives of the legislative bodies of each campus, and campus student associations as needed. ~~Any changes to this Code~~The Committee shall share this input, together with any other observations or findings of the Committee, with the UVPSA. The UVPSA shall consider all input and recommend changes, if any, to the Board of Regents.

The UVPSA, in consultation with the Office of Legal Counsel, is authorized to amend this Code as may be required for compliance with applicable federal, state, local law, applicable regulations, or University policy shall be made automatically.

IX. Definitions

- ~~1. Acceptance of responsibility: The charged student agrees that his or her behavior constitutes a violation of the Code. A charged student who admits responsibility is ordinarily deemed to admit to the facts as alleged and as modified by any investigation that has occurred. Acceptance of responsibility will be taken into account in the assessment of sanctions. Full and frank acceptance will be given the most consideration.~~
- ~~2. Day: Unless otherwise noted, day refers to a University business day.~~
- ~~3. Institution or University Includes the OU Norman campus, the OU Health Sciences Center campus and the OU Tulsa Schusterman Campus.~~
- ~~4. Notice: The University deems notice provided when a communication is sent to a student's University email account, or, where certified mail is required by law, the delivery date of the mail.~~
- ~~5. Preponderance of the Evidence: A fact is more likely true than not. This shall be the standard of proof used in all conduct proceedings under this Code.~~
- ~~6. Reporting Party: means any person who submits a charge/report alleging that a student violated this Code. In cases of sexual misconduct, the reporting party shall refer to the alleged recipient of the misconduct.~~
- ~~7. Student: includes all persons: eligible and taking courses at the University, either full-time or part-time, pursuing undergraduate, graduate, professional, or continuing education; and those who are not enrolled for a particular term but who are academically eligible to enroll. Additionally, the Code applies to all University of Oklahoma students enrolled through University programs who are studying online, abroad or at other locations.~~
- ~~8. Student Conduct Officer: An employee of Student Conduct who has the responsibility for conducting any meeting, review or hearing.~~
- ~~9. Student organization: includes a group that has fully complied with the requirements for registration and recognition by Student Affairs as a University student organization.~~
- ~~10. University official: includes any person employed by the University performing assigned job~~

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~~responsibilities, whether full or part time.~~

- ~~11. University property: Equipment, objects, land, buildings and facilities in possession of or owned, used or controlled by the University or funded in whole or in part with University or University of Oklahoma Foundation funds.~~
- ~~12. University regulation or policy: includes regulations and policies set forth by the College of the student's enrollment, the University, including those promulgated by the Board of Regents of the University of Oklahoma, or by the Oklahoma State Regents for Higher Education.~~

~~This Code and the Procedures shall be effective beginning July 1, 2016⁷.~~

SAMPLE

~~00030413-1 _____[†] The Regent's approved UOSA be changed to SGA on December 7, 2012.~~

APPENDIX A

**THE UNIVERSITY OF OKLAHOMA
Student Rights and Responsibilities Code
PROCEDURES**

2017-2018

I. Overview Procedural Flexibility

~~The University will administer the Student Rights and Responsibilities Code (“the Code”) according to the following procedures. All cases under this Code will include a For the purposes of these procedures, a “day” shall mean a University business day unless otherwise stated. The Student Conduct Notice and require a Mandatory Meeting between the student and the Student Conduct Office (“Student Conduct”).~~

~~If a case is not resolved at the Mandatory Meeting (as discussed below), a case could, assuming deadlines and conditions are met, advance to a hearing. Depending on the type of charge and/or sanction involved, differing procedures for the hearing and selection of panel members may apply. However, all cases not resolved at the Mandatory Meeting go before a hearing panel (the “Hearing Panel”). The Hearing Panel’s hearings fall within one (1) of two (2) categories: (A) general charges, and (B) sexual misconduct charges. At the conclusion of the hearing and findings, either party may appeal in writing to the Vice President for Student Affairs (“UVPSA”), who in collaboration with the appropriate University official vested with authority over the relevant area, shall render a decision on the written record, and whose decision is final.~~

~~The respective campus Director of Student Conduct or the Chair of the Hearing Panel may extend or accelerate existing timelines, as well as establish and enforce additional deadlines not stated in these procedures as necessary for prompt and effective case resolution. Further, the The University Vice President for Student Affairs or authorized designee (“UVPSA”), in collaboration with Legal Counsel and the respective campus Provost and the respective campus Director of Student Conduct legal counsel, may modify these procedures at any time, as a whole or on a case-by-case basis, where necessary to comply with applicable law, regulation, guidance, or as deemed appropriate. Technical departures from these procedures will not invalidate a decision, recommendation, or proceeding unless they have prevented a fair determination of the issues.~~

II. **Commencement of a Conduct Process**

~~Student Conduct may initiate the conduct process on the basis of information received from any source, including but not limited to an individual, Allegations that a University official, a residence hall official or a law enforcement agency. Upon receipt of such information, the appropriate student has engaged in conduct that, if true, would constitute Prohibited Conduct under the Student Code of Rights and Responsibilities (“the Code”) should be referred to the Office of Student Conduct. The Director of Student Conduct may or designee (“Student Conduct Officer”) shall review the allegations and decide/determine whether they fall within the jurisdiction of the Code and whether conduct to initiate disciplinary proceedings should occur. Student Conduct may (A) initiate conduct proceedings by sending the student a Student Conduct Notice; (B) resolve the situation through an informal resolution process; or (C) dismiss the charge.~~

~~(“Student Conduct shall promptly forward allegations of a violation of the University’s Sexual Misconduct, Discrimination, and Harassment Policy in writing to the University’s Sexual Misconduct Officer (“SMO”). The SMO will investigate any such claims and make a report to the Director of Proceedings”). If the Student Conduct on the respective campus, who will be responsible for filing any applicable charges under the Code.~~

~~**A.** Student Officer determines that, even if true, the alleged conduct would not constitute Prohibited Conduct Notice~~

~~When under the Code, the matter shall be concluded. If the Student Conduct Officer determines that the alleged conduct, if true, could constitute Prohibited Conduct under the Code, he or she shall notify the student of the allegations and afford the student an opportunity to be heard, as set forth more fully below.~~

~~**A. Student Conduct Notice** initiates conduct proceedings, it sends a~~

A Student Conduct Notice shall be delivered to the student who is the subject of the ~~report or complaint~~ allegations via the student's University email address. Notice to the student will be considered furnished once a Student Conduct Notice ~~complying with the following~~ is delivered to the student's University email account ~~or where certified mail is required by law, the delivery date of the mail.~~

_____ The Student Conduct Notice shall include:

1. A description of the alleged misconduct;
2. A citation to the Code provisions that are alleged to have been violated;
3. A brief explanation of the Student Conduct process; and
- _____ 4. An explanation that the student must set up an administrative review meeting ~~(“Mandatory Meeting”)~~ with the ~~conduct officer~~ Student Conduct Officer within five (5) days, or such shorter time as ~~the Director of Student Conduct specifies.~~ may be specified.

Likewise, a

A “no contact” order ~~shall~~ may be ~~deemed sufficient if delivered via~~ issued in the ~~student’s~~ Student Conduct Notice. A “no contact” order is a non-disciplinary directive to avoid contact with one or more members of the University ~~email address or as otherwise required by law~~ Community during an investigation and any attendant Student Conduct Proceedings. If a “no contact” order is issued, it is the responsibility of the student not to have any contact with the individual(s) named, directly or through third parties, as specified in the order. Failure to comply with this order may result in ~~additional~~ disciplinary action.

B. ~~B.~~ **_____ Mandatory Meeting**

_____ The Student Conduct Officer will meet with the ~~charged~~ student to explain the ~~conduct~~ Student Conduct process, ~~answer any questions the charged student may have, and allow the charged student an opportunity to respond to the allegations contained in the Student Conduct Notice.~~ ~~The charged, and answer any questions the student may have.~~ The student may be ~~advised~~ accompanied by an advisor or attorney ~~(collectively referred to as “advisors”)~~ of his or her choosing ~~prior to the meeting, but no advisors shall be present at the meeting.~~

_____ When the ~~Director of Student Conduct of the respective campus~~ Officer determines that prompt action is essential (e.g., during University orientation, toward the end of the semester, the student is nearing graduation, or there is substantial concern for the health, safety, or welfare of a member of the University community as with a Direct Administrative Action), the ~~Director of Student Conduct~~ Officer may require that the charged student meet within one (1) day of receipt of the Student Conduct Notice if the student resides on campus, or two (2) days if the charged student resides off campus. The University may give notice in these cases by the telephone number provided in ~~oZone, PeopleSoft~~ official University records or by the student's University email address.

_____ ~~If, during~~ During the Mandatory Meeting, the ~~charged student agrees that his or her behavior constitutes a violation of the Code,~~ Student Conduct ~~will discuss with~~ Officer shall consider the ~~charged student's~~ student's response to the ~~violation~~ allegations and any ~~relevant circumstances.~~ After considering any additional information the ~~charged~~ student has presented, The Student Conduct Officer shall then determine sanctions. If the charged student disagrees with the finding of whether to charge the student with engaging in Prohibited Conduct under the Code. During the Mandatory Meeting, or as soon afterward as is reasonably possible, the Student Conduct Officer may:

- determine not to proceed with charges against the student on the basis that the student did not engage in Prohibited Conduct under the Code;

- negotiate a resolution with the student, whereupon the matter shall be concluded, subject to the student's timely completion of the agreed terms of the negotiation;
- determine to proceed with charges against the student as set forth in the Student Conduct Notice; or
- prepare a modified Notice of Student Conduct, based upon the student's response or other information obtained, and proceed with charges against the student.

Upon determining to proceed with charges, the Student Conduct Officer will recommend disciplinary sanctions. If the charged student denies having engaged in Prohibited Conduct under the Code, or believes that the recommended disciplinary sanction is excessive, the student may request a hearing in writing within two (2) days of the Mandatory Meeting—~~as applicable.~~

1. C. —Acceptance of Responsibility

If, during the Mandatory Meeting, the student agrees that he or she engaged in Prohibited Conduct under the Code, the Student Conduct Officer will discuss the conduct and any relevant circumstances with the student. After considering the student's response and any additional information the student has presented, the Student Conduct Officer shall determine recommended disciplinary sanctions. If the student accepts responsibility and agrees to the imposition of recommended disciplinary sanctions, the Student Conduct Officer shall make a finding that the student has violated the Code, and that the student has accepted responsibility for engaging in Prohibited Conduct. The matter shall be concluded, subject to the student's timely completion of designated sanctions.

Before recommending a disciplinary sanction or negotiating a resolution for Prohibited Conduct in violation of the Sexual Misconduct, Discrimination, and Harassment Policy, the Student Conduct Officer shall notify the University's Title IX Coordinator of the recommended discipline, who shall determine whether the recommended disciplinary sanction is within an acceptable range for the type of violation described. If the recommended disciplinary sanction is not considered reasonable, the Title IX Coordinator shall respond with an explanation of the appropriate range and the basis for that range.

2. Failure to Respond / Default

—If the ~~charged~~ student does not schedule or attend a Mandatory Meeting by the date specified in the notice, or fails to follow instructions or submit requested documentation or information within a reasonable specified amount of time, the Student Conduct Officer may decide the outcome of the case in the ~~charged~~ student's absence. In such cases, the student, by failing to respond or participate, shall be in default and will have waived any right to further process—~~under this Code.~~

C. Investigations

The Student Conduct Officer shall review the facts and circumstances associated with the alleged conduct. This review may frequently consist of a mere informal inquiry into the source of the complaint, together with the student's response. In other cases, particularly where there is potential for sanctions of suspension or expulsion, where there are multiple accounts of the facts from witnesses, or where the facts may not be readily discerned, the Student Conduct Officer may determine that further investigation is required. Such investigation may take place before or after the Mandatory Meeting, or in some combination of the two. Where appropriate in light of the unique facts and circumstances of the case, the Student Conduct Officer shall modify the Student Conduct Notice or recommended disciplinary sanction based on the evidence

discovered in the investigation.

Allegations that a student has engaged in conduct that, if true, would constitute a violation of the University's Sexual Misconduct, Discrimination, and Harassment Policy shall be promptly referred to University's Sexual Misconduct Officer.

III. **Hearing Panel Process**

The Hearing Process offers charged students the opportunity to present their cases before an impartial hearing panel comprised of other members of the University community. The proceeding is designed to be administrative and educational in nature, capable of being navigated by University students. While many of these procedures draw from traditional legal principles of fairness and due process, the proceedings themselves are not intended to simulate a court of law. The Hearing Process is not a forum for challenging the legality or justification of any provision of the Code or these Procedures.

A. Impartial Hearing Panel

Hearing Pool: A Hearing Panel pool for each campus shall be established annually on each of the University's three (3) main campuses, comprised of members appointed by the UVPSA and the respective Provosts upon the recommendation recommendations of the applicable faculty senate Chair, staff senate Chair, and student body president. Each pool shall The Pool may consist of at least ten (10) a mixture of faculty members, ten (10), staff members, and ten (10) students from for a pool of at least ten (10) representatives of each for Norman campus; and specific at least five (5) for the OU Health Sciences Center campus. Each member of the Pool shall serve a three-year term and may be reappointed or removed at any time.

Hearing Panel Training: All members of the Pool will receive general hearing training; all members except student members also receive specialized training regarding sexual misconduct, stalking, domestic violence, and dating violence.

Hearing Panel Selection: Within five (5) days of receipt of a student's request, the UVPSA shall schedule and select a Hearing Panel randomly from the Hearing Pool. Specific representatives may also be appointed from professional schools where a violation of an ethical or professional code is alleged. Each member of the pool shall serve a two year term and may be reappointed or removed at any time. All members of each pool will receive general hearing training along with specialized training regarding sexual misconduct.

Upon need for a hearing, the UVPSA or his/her designee shall schedule and select a Hearing Panel randomly from the appropriate pool. If the charges involve sexual misconduct, no appointed panel member may be a student. Generally, the hearing procedures noted below apply to all hearings except as required for sexual misconduct.

A. Each Hearing Panel shall consist of three (3) members; one (1) of whom must be a student, except in cases involving where a student is charged with violating the Sexual Misconduct, Discrimination, and Harassment Policy, in which case, no student may sit on the Hearing Panel. One (1) faculty or staff member of the Hearing Panel will serve as the Chair and shall be responsible for management of the Hearing Panel. If an appointed member cannot serve on a particular panel in a timely fashion, the UVPSA may fill the vacant position with another member of the hearing Pool.

B. Student Conduct shall train the Hearing Panel pool at least annually. **Impartiality:** Any Hearing Panel member who believes he or she is unable to be an objective participant for a given hearing is expected to remove herself/himself for that particular hearing.

~~C. In all aspects of these procedures with respect to sexual misconduct cases where rights are provided to the “reporting party,” the reporting party is the alleged survivor. The Director of Student Conduct for the respective campus Officer, the charged student, and the reporting party (in sexual misconduct cases) has the opportunity to may object to the composition of the Hearing Panel based upon any panel member’s inability to be an objective participant for the matter. The UVPSA shall make a final determination in any case where there is timely objection to and disagreement as to whether a panel member should be removed.~~

~~B. D. Upon receipt of the request for hearing by the charged student, Student Conduct shall request the UVPSA to appoint a Hearing Panel within five (5) days of the Chair~~

~~**Election of the charged student’s request.** If an appointed member cannot serve on a particular panel in a timely fashion, the UVPSA may fill the vacant position with another member of the pool. **Chair:** Once appointed, the Hearing Panel shall immediately elect a Chair for the hearing. The Chair of the Hearing Panel will notify the Chair (“the student of Chair”) for the applicable hearing procedure, the date, Faculty and location of the hearing, and all relevant timelines. Any party who fails to submit information or exchange information as required by the deadline(s) will serve in this role. The Chair shall be barred from presenting that information in the hearing.~~

~~E. The Chair responsible for management of the Hearing Panel has the authority to.~~

~~**Powers and Duties of the Chair:** The Chair shall preside at all hearings, to keep order throughout the hearing process, to exercise control over the hearing for efficiency and relevancy, and to determine establish all relevant timelines including any appropriate extension, rule on requests for extensions, and rule on admissibility of evidence, in advance of the hearing and at the hearing. The Chair may exclude from the proceedings any person who disrupts the hearing process or who fails to adhere to the Chair’s rulings. The hearing shall continue in the removed person’s absence. Further, the Hearing Panel cannot guarantee the participation of any person. Students and employees are expected to participate as reasonably requested in conduct proceedings as a responsibility of membership in the University community and failure to do so may result in disciplinary action.~~

C. Before the Hearing

~~**Chair issues deadlines:** Within ten (10) calendar days of formation of the Hearing Panel, the Chair will notify the Student Conduct Officer and the charged student (“the parties”) the date and location of the hearing, the deadlines for exchanging information, and shall provide a copy of these procedures. The Chair may modify these deadlines as necessary for the just and efficient handling of a hearing, but in general:~~

- ~~• The hearing should typically be scheduled to occur within thirty (30) calendar days of formation of the Panel;~~
- ~~• If a charged student chooses to be accompanied by a legal advisor, he or she shall notify the Chair as soon as practicable but at least seven (7) days before the hearing;~~
- ~~• The parties shall exchange the names of witnesses at least seven (7) days before the hearing;~~
- ~~• The parties shall exchange copies of all documents or physical evidence at least seven (7) days before the hearing;~~
- ~~• If either of the parties believes that the witnesses, documents, or other evidence should not be considered by the Panel, because they are not relevant or for some other reason, the Chair must be notified at least five (5) days before the hearing;~~

- Any other matter relating to the presentation of witnesses or evidence must be raised to the Chair at least five (5) days before the hearing;

~~The~~F. ~~The Hearing Panel shall consider the allegations in the Student Conduct Notice, the charged student's response to those allegations, any applicable reporting party statements (in sexual misconduct cases), and any relevant documents or statements. The Hearing Panel will not hear arguments about the legality or justification of any provision under which a charge is brought or the legality of the procedures. Technical departures from the hearing procedure will not invalidate a decision, recommendation or proceeding unless they have prevented a fair determination of the issues.~~

~~G. Student Conduct, the reporting party (in sexual misconduct cases) and the charged student, as provided by applicable law, will receive a copy of any materials submitted to the Hearing Panel and that the Hearing Panel accepts as relevant.~~

- Each party, including the reporting party in sexual misconduct cases, will be allowed to give a five (5) minute opening statement and a five (5) minute closing statement. Chair shall notify the parties of rulings on the admissibility of witness testimony, documents, and other physical evidence not less than two (2) days before the hearing;
- Any party who fails to submit information or exchange information as required by the deadline(s) may be barred from presenting that information in the hearing.

D. The Elements of the Hearing

Panel Chair Opening: The Panel Chair shall open the hearing with the following announcements and procedures:

1. The Chair will notify the parties that the hearing is closed to the public and shall then ask any non-party witnesses to leave the room. A party's advisor may remain in the room;
2. The Chair shall request all persons present to identify themselves to the parties;
3. The Chair shall announce whether the University is recording the proceeding, and if so, shall announce that the recording will be the official record of the proceedings, and will be kept pursuant to the University's Records Retention policy;
4. The Chair may also provide general instructions regarding the proceedings and address any procedural matters that require clarification.

Student Conduct Officer Opening Statement: In an opening statement, which should generally not exceed five (5) minutes, the Student Conduct Officer is expected to generally inform the Hearing Panel of the facts and circumstances surrounding the conduct at issue, the provision(s) of the Code that are alleged to have been violated, and asking the Hearing Panel to issue the recommended disciplinary sanction.

Charged Student Opening Statement: In an opening statement, which should generally not exceed five (5) minutes, the charged student is expected to generally explain his or her position to the Hearing Panel, which may include, but is not limited to, any of the following:

- whether the charged student denies engaging in the alleged conduct;
- whether the charged student disagrees that the conduct is Prohibited Conduct under the Code; and/or

- that the recommended disciplinary sanction is not appropriate for the violation.

Presentations: After the opening statements, the Hearing Panel ~~may~~ shall provide the University Student Conduct Officer and the charged student ~~(and the reporting party in sexual misconduct cases)~~ an opportunity to present their respective positions, including the presentation of documents and ~~witness testimony, calling of witnesses.~~ Each party is responsible for ensuring that any witnesses who will testify in support of that party's position are notified of the time and place of the hearing. As a responsibility of membership in the University community, all students are expected to participate in Conduct Proceedings upon request; however, the Hearing Panel cannot compel the attendance of witnesses.

H. Cross examination: Each party shall also be given the opportunity to cross-examine witnesses presented by the other. ~~However, in sexual misconduct cases, the charged student and reporting party may not cross-examine one another directly. In any sexual misconduct case where an individual is not represented by an attorney or an advisor, the individual may request that the Hearing Panel pose cross-examination questions. The Chair shall ask those questions the Hearing Panel deems relevant.~~ The Hearing Panel may also directly question any individuals ~~(, including the charged student) and will consider, at any relevant documents presented~~ during the hearing.

Closing statement: Generally, each party may be allowed to give a five (5) minute closing statement summarizing the evidence and restating why the Hearing Panel should be persuaded by the party's case.

Dismissal and deliberations: Upon conclusion of the closing statements, the Chair shall dismiss the parties and the Hearing Panel shall deliberate privately. The Hearing Panel will ~~make determinations about~~ consider the facts presented and assess the credibility of those providing information ~~and to~~ determine by a majority vote whether, by a preponderance of the evidence (i.e., whether it is more likely true than not true), the charged student has ~~violated~~ engaged in Prohibited Conduct under the Code. If the Hearing Panel finds that the charged student is responsible for ~~violating the Code~~ engaging in Prohibited Conduct, the Hearing Panel ~~shall~~ will consider ~~any~~ any aggravating ~~or~~ and mitigating circumstances ~~timely presented to them in~~ in assigning sanctions.

I. Notice of decision: The Chair of the Hearing Panel will notify the charged student and appropriate University officials of the decision in writing ~~and in accordance with the procedures noted below~~ within five (5) days of the hearing.

J. — IV. Rules governing hearings

Closed Proceedings: All student conduct ~~proceedings~~ hearings are closed. ~~to the public.~~

Recordings: The University may audiotape any conduct proceeding, which will be the official record of the proceedings, and will be kept pursuant to the University's Records Retention policy, found at:

<http://www.ou.edu/content/dam/AdminFinance/documents/Records%20Retention%20Policy%20Intro%20Dec%202010.pdf>

K. — ~~The standard of proof required~~ **Counsel** ~~to show a violation of the Code is by a preponderance of the evidence contained in the record, i.e. the evidence must demonstrate that it is more likely true than not that the conduct occurred.~~

L. — ~~Technical rules of evidence and procedures applicable to civil and criminal court cases do not apply to hearings. The~~ **the Hearing Panel** ~~may consider any information it deems relevant.~~

M. — ~~If procedural questions arise during the hearing process,:~~ **The Chair and** the Hearing Panel may consult with ~~the designated counsel in University's~~ Office of Legal Counsel.

N. — For possible Sanctions, see the Code, Section VII.

IV. — Types of Hearings

A. — **Administrative Review Hearings:** Administrative Review Hearings heard by the Hearing Panel involve any charge not involving sexual misconduct or expulsions.

1. — Within ten (10) days of the formation of the Hearing Panel, the Chair shall notify the parties of the relevant details and schedule the Administrative Review Hearing, which should typically occur no later than thirty (30) days after the formation of the Hearing Panel. — at any time during Student Conduct and the charged student shall exchange the names of any persons they believe have relevant information and all relevant documents no later than five (5) days prior to the Administrative Review Hearing Proceedings.

2. — In accordance with these Procedures, the charged student may be advised by an advisor of his or her choosing prior to the Administrative Review Hearing, but no advisor shall be present at the Administrative Review Hearing or in any meetings.

3. — If the student is found responsible for violating the Code, the Hearing Panel will consider any aggravating or mitigating circumstances and assign sanctions. The Hearing Panel will notify the charged student and appropriate University officials of the decision in writing via email to the student's University email address within five (5) days of the Administrative Review Hearing.

4. — Either party may appeal the decision as noted in Section V below.

B. — **Sexual Misconduct Hearings:** The Hearing Panel shall utilize the Counsel/Advisor to the Parties: A charged student may be accompanied by an advisor or attorney during the hearing; provided, in the case of an attorney, the charged student must notify the Chair within the time restrictions imposed by the Chair. If the charged student elects to be accompanied by an attorney, the Student Conduct Officer may elect to be accompanied by a designated member of University's Office of Legal Counsel, who shall not be the same attorney serving as counsel to the Hearing Panel. Attorneys may not directly participate in the hearing unless the recommended sanction is suspension or expulsion, and/or if the charge is for a violation of the Sexual Misconduct, Discrimination and Harassment Policy.

V. — Special Procedures for Sexual Misconduct Hearing Hearings:

The following procedures are applicable in cases involving sexual misconduct, or where a student is charged with violating the violation of the University's Sexual Assault, Discrimination, and Harassment Policy. The Sexual Assault Misconduct, Discrimination, and Harassment Policy, which is available at: policy.

<http://www.ou.edu/home/misc.html>

Interim Measures: Any remedial measures imposed by the Title IX Coordinator, Sexual Misconduct Officer or

~~The~~ Director of Student Conduct ~~for the respective campus,~~ in consultation with the appropriate executive officer shall represent the University, and, due to be in effect during the nature investigation, hearing or any appeal.

1. — **Role of the proceedings, indirectly represent Parties:** A person who alleges that he or she has been subjected to conduct that amounts to sexual assault, discrimination, or harassment under University's policy ("the reporting party- However;"), is deemed to be

~~a party to Student Conduct's role is to ensure the best interests of the University community are represented. In accordance with these Procedures, any party may be advised by an advisor of his or her choosing prior to the hearing, but no advisor Conduct Proceedings and shall be present at the hearing or in have any meetings.~~

~~Within five (5) days of the formation of the Hearing Panel, the Chair of the Hearing Panel shall notify rights afforded to the charged student, should the reporting party and Student Conduct wish to actively participate in the process.~~

~~**Advisors and Attorneys:** Any party may be advised by an advisor or attorney of his or her choosing. If a party is afforded the right to have a nonlegal advisor and a legal advisor present during the hearing, the same right shall be afforded the other party.~~

~~**Sanctioning:** Before entering a disciplinary sanction for a violation of the Sexual Misconduct, Discrimination, and Harassment Policy, the Chair shall notify the University's Title IX Coordinator, who shall determine whether the recommended disciplinary sanction is within an acceptable range for the type of violation described. If the recommended disciplinary sanction is not considered reasonable, the Title IX Coordinator shall respond with an explanation of the appropriate range and the basis for that range.~~

~~2. **Expedited Timeline:** Generally, within two (2) days of the formation of the Hearing Panel, the Chair shall notify the charged student, the reporting party, and the Student Conduct Officer of the date of the hearing, which generally shall be set no later than fifteen (15) days from the date of the notice to the parties. The notice shall also include the location of the hearing, the panel composition and any additional Hearing Panel procedures and deadlines for objecting to the panel's composition and for exchanging providing additional information such as the names of any persons or documents to be presented (typically five (5) two (2) days prior to the hearing). Notice of the findings shall be determined and followed by a written decision within three (3) days of the hearing via email to the parties' University email address. This expedited timeline may be adjusted where fairness so requires.~~

~~3. The reporting party shall have any rights afforded to the charged student should the reporting party wish to actively participate in the process. Generally, the reporting party becomes a witness in the proceedings rather than a party initiating or defending the charges. However, to the extent the reporting party wishes to submit objections, present evidence, or identify witnesses outside the context of Student Conduct's role, the reporting party may directly participate in the process.~~

Cross Examination:

~~4. The Hearing Panel may question any witness at the hearing.~~

~~5. Hearing Panel members and the Student Conduct officersOfficers shall be the only persons permitted to question the reporting party and the charged student. The Chair may pose any questions he/she deems relevant as requested by the reporting party or charged student for cross-examination of one another. At no time shall the reporting party or charged student address one another directly. Further, alternate testimony methods may be offered to the parties, e.g. videoconferencing, testifying behind a screen, etc., where deemed appropriate by the Chair.~~

~~After deliberations, **Sanctioning guidelines:** Any student found responsible for Sexual Misconduct involving non-consensual or forced sexual contact (where no intercourse has occurred) will likely receive a sanction ranging from probation to expulsion, depending on the Chairseverity of the incident and taking into account any previous campus code violations.~~

~~Any student found responsible for Sexual Misconduct involving sexual exploitation or sexual harassment will likely receive a recommended sanction ranging from warning to expulsion depending on the severity of the~~

incident, taking into account any previous campus conduct code violations.

Any student found responsible for Sexual Misconduct involving non-consensual or forced sexual intercourse will likely face a recommended sanction of suspension or expulsion, taking into account any previous campus code violations.

Except in conjunction with other discipline, the sanctions of verbal warning, written warning, disciplinary probation, educational sanctions, restitution, administrative fee and alcohol strike are not appropriate if a student is found responsible for violations of the Sexual Misconduct, Discrimination, and Harassment Policy that comprise Sexual Violence, Dating Violence, and Domestic Violence.

The Hearing Panel ~~will not~~ may enter a sanction that is inconsistent with these sanctioning guidelines only if there are serious mitigating factors or particularly egregious behavior, and only after consultation with the University's Title IX Coordinator.

~~6. **Simultaneous Notification:** The reporting party and the charged student and appropriate University officials of the decision shall be notified simultaneously, in writing via email to the charged student's University email address within five (5) days of the hearing. To the extent permitted or required by law, the Chair of the Hearing Panel will also notify, of the result of any disciplinary proceeding, and shall be provided with the reporting party of any findings that affect University's procedures to appeal the result of the disciplinary proceeding. Furthermore, the reporting party to the reporting party's email address within five (5) days of the hearing and the charged student shall be simultaneously notified of any change to the results of the disciplinary proceeding and shall be notified when the results are final.~~

~~7. **Any Appeal:** A reporting party, charged student, or Student Conduct may request an appeal of the decision as provided in Section ~~V~~VI below.~~

~~**VI. Appellate Review:** Student Conduct, the charged student, and the reporting party in sexual misconduct cases may appeal the findings or sanction of the Hearing Panel within five (5) days of notice of the decision. The appeal shall be in writing and submitted to Student Conduct and the opposing party. Upon request for an appeal from a hearing, Student Conduct shall immediately request that the UVPSA review the appeal. The UVPSA shall have the authority to:~~

~~———— The UVPSA shall have the authority to:~~

- ~~1. Affirm the initial decision.~~
- ~~2. Find that improper procedures were used that significantly prejudiced the University or student. In this case, the UVPSA can refer the case back to the Hearing Panel with a recommendation on how to correct the procedures. In any new hearing, the Hearing Panel may make a new decision on the case. Student Conduct or the parties may then submit another request for review to the UVPSA~~
- ~~3. Reduce or increase the sanction, if the UVPSA determines that the sanction imposed was too severe or too lenient, given the nature of the violation and/or the circumstances. A sanction should not be increased or decreased unless there is compelling justification to do so. Merely disagreeing with the decision of the Hearing Panel is not a compelling justification.~~
- ~~4. Find that (i) Student Conduct or the parties (including the reporting party in sexual misconduct cases) has presented information that would have been material to the outcome of the case, had the information been presented at the hearing, and (ii) the information was not known and could not reasonably have been~~

known to the person appealing at the time of the original hearing. In this event, the UVPSA will refer the case back to the Hearing Panel for reconsideration in light of the new information.

The UVPSA shall in collaboration with the appropriate University official, base a decision on the record and shall notify the parties, including the reporting party in sexual misconduct cases, where appropriate, of the decision within five (5) days of receipt of the request for appeal and receipt of the record. In some cases, the UVPSA may require more time to reach a decision, and in such cases the parties will be notified that a decision will be reached as soon as reasonably practicable. The UVPSA's decision is final. If the UVPSA does not act or otherwise notify the parties of the need for more time to reach a decision, within five (5) days of the request for appeal and receipt of the record, the decision of the [UVPSA Hearing Panel](#) is final.

THE UNIVERSITY OF OKLAHOMA
Student Rights and Responsibilities Code
2017-2018

The purpose of the Student Rights and Responsibilities Code (referred to as the “Code” or “this Code”) is to establish specific student rights and responsibilities while maintaining an environment conducive to the University’s educational mission.

I. Student Rights

Students of the University of Oklahoma are guaranteed certain rights by the constitutions of the United States and the State of Oklahoma and the University of Oklahoma Student Government Association. In recognition of those rights and in keeping with the values underlying them, the University of Oklahoma respects the following student rights:

1. To pursue an education as long as the University’s applicable academic standards, policies, regulations and applicable laws are followed;
2. To certain procedural due process, including notice and an opportunity to be heard;
3. To a prompt, fair, and impartial process during University investigations and proceedings, from an initial investigation to the final result;
4. In cases involving sexual misconduct, the complainant/reporting party and the respondent have the right to have the investigation and proceedings conducted by officials with annual training on issues related to dating violence, domestic violence, sexual violence, and stalking, and on how to conduct an investigation and hearing process that protects the safety of victims and promotes accountability;
5. To request appropriate action from the administration for any violation of a right guaranteed by this Code;
6. To establish or disseminate publications free from any censorship or other official action controlling editorial policy or content, in accordance with applicable regulations and University policy;
7. To invite and hear any speaker of choice on any subject, in accordance with applicable regulations and University policy;
8. To use campus facilities, in accordance with applicable regulations and University policy; http://www.ou.edu/content/studentaffairs/services/policies_and_forms.Html <http://www.ouhsc.edu/policy/>
9. To peaceably assemble, to demonstrate, inform, or protest, in accordance with applicable regulations and University policy;
10. To be secure in his/her possessions, against invasion of privacy, and unreasonable search and seizure;
11. To form, join and participate in any student organization or group without regard to race, color, national origin, sex, sexual orientation, gender identity, gender expression, genetic information, age (40 or older), religion, disability, political beliefs or status as a veteran. <http://www.ou.edu/home/eoo.html> and <http://www.ou.edu/home/misc.html> Provided, in accordance with Oklahoma state law, a religious student association may choose to limit its

membership or leadership based on the sincerely held religious beliefs, observances, or practices of the group; and

12. Not to be charged more than once for one incident by the Office of Student Conduct.

II. Student Responsibilities

Students of the University of Oklahoma are responsible for complying with all local, state, and federal laws. As members of the University community, students are also responsible for familiarizing themselves with University policies and regulations when applicable.

In addition, students involved in disciplinary proceedings initiated under this Code, whether as parties, witnesses, or panelists, have a duty to cooperate and discuss the incident with appropriate University officials, adhere to stated deadlines, attend scheduled meetings, provide documentation as requested and participate in all University proceedings. Failure to fulfill these responsibilities may result in a decision being made without the benefit of the student's participation, or may result in a student being charged with failing to comply with the direction of a University official.

Students are responsible for meeting the University's minimal standards of appropriate conduct and may be disciplined for engaging in the following types of prohibited conduct:

1. Abusive conduct: Unwelcome conduct that is sufficiently severe and pervasive that it alters the conditions of education or employment and creates an environment that a reasonable person would find intimidating, harassing, or humiliating. The frequency of the conduct, its severity, and whether it is threatening or humiliating are factors that will be considered in determining whether conduct is abusive. Abusive conduct includes verbal abuse, physical abuse, or holding a person against his or her will. Simple teasing, offhanded comments and isolated incidents (unless extremely serious) will not amount to abusive conduct.
2. Alcohol violations: Possessing, using, providing, manufacturing, distributing, or selling alcoholic beverages on or off campus in violation of law or University policies.
3. Arson: The willful setting fire to or burning of a structure or its contents or the property of another.
4. Dishonesty: Manufacturing, possessing, providing, making, or using false information or omitting relevant information to University officials or on University applications, forging, altering or misusing a University record or document, initiating a false report, and knowingly using or possessing forged, altered or false documents or records.
5. Disruption or obstruction of a University activity: Interference with, obstruction or disruption of University activities such as teaching, research, recreation, meetings, public events and disciplinary proceedings.
6. Drug violations: Possessing, using, providing, manufacturing, distributing, or selling drugs or drug paraphernalia in violation of law or University policies. This includes the use or possession of prescription drugs other than by the person prescribed or for a purpose other than what was prescribed.
7. Ethical or professional code violations, violation of licensure board rules and regulations, state and federal laws, and/or other applicable regulatory or privileges issues: as defined by the student's College or professional association or licensure board, as may be applicable to the student(s), or applicable laws or regulations.
8. Failing to abide by or complete a University sanction in a satisfactory manner: Failure to adhere

to sanctions or engaging in other prohibited conduct while on disciplinary probation or suspension.

9. Failure to comply with the direction of a University official who is performing his or her duties. This responsibility includes complying with faculty/staff requirements and directions of study abroad programs, including off-limits designations and other restrictions or instructions.
10. Failure to keep records up to date: Failing to keep Admissions and Records notified of current school and/or permanent directory information, including email information.
11. Hazing: Any action or situation that recklessly or intentionally endangers the mental or physical health, safety, or welfare of an individual for the purpose of initiation, participation, admission into or affiliation with any organization at the University, as defined by Oklahoma or federal law.
12. Interfering with, obstructing or disrupting police or fire responses: Tampering with, impairing, disabling, or misusing fire protection systems such as smoke detectors, fire extinguishers, sprinklers, or alarms; failing to evacuate during a fire alarm; resisting arrest; failing to abide by the directions of police or fire personnel.
13. Mental harassment: Intentional conduct that is so extreme and outrageous that a reasonable person would not tolerate it.
14. Misuse of computing facilities: Misusing computer labs and equipment as well as technology resources including the Internet, University networks, computer software, data files belonging to others, email addresses and accounts belonging to others, University databases and violating University Information Technology computing policies.
15. Misuse or defacement of University property: Damage to or misuse of equipment, property, furniture, facilities and buildings belonging to the University.
16. Misuse or defacement of property belonging to another.
17. Retaliation: Taking any adverse action against a person because of, or in retaliation for, the person's reporting of a crime or violation of University policy, or in assisting in such a claim.
18. Sexual Harassment/Misconduct: Violating the University of Oklahoma Sexual Misconduct, Discrimination, and Harassment Policy. The following types of conduct, as defined in the Sexual Misconduct, Discrimination, and Harassment policy are all prohibited by this Code: (A) Sex Discrimination, (B) Sexual Harassment, (C) Retaliation, (D) Sexual Violence, (E) Sexual Exploitation, (F) Dating Violence, (G) Domestic Violence, and (H) Stalking (gender based).

The University of Oklahoma Sexual Misconduct, Discrimination, and Harassment Policy may be found at:

<http://www.ou.edu/home/misc.html>
19. Stalking (not gender based): Engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's safety or the safety of others, or suffer substantial emotional distress.
20. Theft: Possessing property that is known or should have been known to be stolen, taking property without the consent of the owner, even with intent to return the property, or obtaining property by false pretenses.
21. Unauthorized entry or exit or attempted entry or exit: Entering or exiting or attempting to do the same without authority or consent with respect to University facilities, property belonging to another, and fraternity and sorority houses.

22. Violation of local, state, federal law or University regulation or policy.
23. Weapons violations, possession of weapons, firearms, explosives, fireworks, ammunition or incendiary devices on campus: Actual or constructive possession or control of any weapon, including but not limited to air pistols, air rifles, lock blades, fixed blades, knives with a blade longer than four inches, blackjacks, metal knuckles, chemical substances, bombs, or any other device found to be a violation of this Code by Student Conduct. Instruments designed to look like any of the above are included in this prohibition.

III. Disciplinary Sanctions

Students of the University of Oklahoma who engage in prohibited conduct are subject to the following disciplinary sanctions:

1. Verbal Warning: A verbal notice that the behavior was inappropriate.*
2. Written Warning: A written statement that the behavior was inappropriate, which will remain on the student's University disciplinary record for a specified period of time or until the student meets certain conditions.*
3. Disciplinary Probation: A written statement that the behavior was inappropriate and should subsequent violations occur, the University will take more serious conduct action up to and including suspension or expulsion. This can include exclusion from University affiliated entities, including student organization activities, for a period of time or until the student meets certain conditions. Disciplinary probation will remain on the student's disciplinary record for a specified period of time or until the student meets specified conditions.*
4. Educational Sanctions: A specific number of hours of community service, completion of a reflection or research paper, attending a class, program or lecture, attending counseling, or other actions.*
5. Restitution: Repayment for damages or misappropriation of property. This may include monetary compensation or other related service(s), such as cleaning or restoration.*
6. Administrative Fee: Administrative fees for educational programs and presentations as well as policy related administrative costs, which are assessed directly to the student's Bursar account. A financial stop may be placed on the student's record if the student fails to pay the administrative fee by the due date. This stop may prevent the student from registering for future terms or adding or dropping courses.*
7. University-Owned Housing Reassignment or Termination: Reassignment to another University-owned housing unit, exclusion from certain University-owned properties or termination of the student's housing agreement.
8. Administrative Trespass: Denial of access to all or a portion of campus, except for limited periods and specific activities with the permission of the appropriate University official, as designated by the University Vice President for Student Affairs or other appropriate administrative official vested with such authority. Should the student enter campus without written permission, the appropriate University official or the campus police may take action.
9. Suspension: Exclusion from the University and all campuses governed by the Board of Regents of the University of Oklahoma for a specific period of time or until the student meets certain conditions, following which the student may be permitted to re-enroll or apply for readmission to the University, as applicable.

10. Expulsion: Exclusion from the University and all campuses governed by the Board of Regents of the University of Oklahoma for an indefinite period of time, a record of which remains on file permanently.
11. Restriction or Denial of University Services: Restricted from use or denial of specified University services, including participation in University activities.
12. Delayed Conferral of Degree: Delay of issuance of a student's diploma for a specified period of time or until the student meets certain conditions.
13. Strike: The University's official recognition of a student's or organization's violation of the University of Oklahoma's Norman Campus Alcohol Policy.*

* Except in conjunction with other disciplinary measures, these sanctions are not appropriate if a student is found responsible for the following violations of the Sexual Misconduct, Discrimination, and Harassment Policy: Sexual Violence, Dating Violence, and Domestic Violence.

IV. Student Conduct Proceedings

Student Conduct Proceedings are the University's means of affording procedural due process to students who may be sanctioned for engaging in prohibited conduct. The Student Rights and Responsibilities Code Procedures, attached hereto as Appendix A, provide a step-by-step explanation of those proceedings.

V. Direct Administrative Action

A Direct Administrative Action (DAA) is an action that places immediate restrictions upon a student's rights within the University community, up to and including a removal from the University community. A DAA is not a final disciplinary sanction; it is a temporary measure that may be undertaken during the pendency of appropriate due process. A DAA may be imposed only by the UVPSA or other appropriate official vested with such authority when necessary for the welfare or safety of the University community; to maintain order on the campus and preserve the orderly functioning of the University; to stop or prevent interference with the public or private rights of others on University premises; to stop or prevent actions that threaten the health or safety of any person; or to stop or prevent actions that destroy or damage property of the University, its students, faculty, staff, or guests.

When a DAA is imposed, the Office of Student Conduct shall review the facts and circumstances to determine whether Student Conduct Proceedings should be initiated, whether to recommend to the UVPSA or designee that the DAA should be lifted, or whether some other University action is appropriate.

VI. Disciplinary Holds: Student Records, Student Transcripts, and Student Registration

The University may place a disciplinary hold on a student's records during the pendency of Student Conduct Proceedings. A disciplinary hold prohibits a student from registering for classes until the Student Conduct Proceedings, including any review procedure, are complete. Upon conclusion of Student Conduct Proceedings, the University may continue a disciplinary hold on a student's records until the student satisfactorily completes all sanctions.

The University may place a disciplinary hold on a student's record if a student is suspended as part of the sanctions, prohibiting a student from being admitted to or registering for classes at any campus governed by the Board of Regents of the University of Oklahoma. A disciplinary hold shall remain in effect until the suspension period is over, the student has complied with all conditions and/or sanctions, and has reapplied

and been readmitted.

Records relating to non-academic student conduct matters are a part of the student's overall education record; however, disciplinary charges and sanctions are not noted on official student transcripts, except where academics are incidentally affected (i.e., the transcript for a student suspended during a semester after the add/drop deadline will reflect withdrawal from any courses in which the student is enrolled).

VII. Authority

The Board of Regents of the University of Oklahoma is charged in the Constitution of the State of Oklahoma with governing the University, and nothing in this Code prevents the Board of Regents from establishing or amending rules or procedures in order to fulfill its responsibility. The UVPSA shall be vested with the authority to establish and operate a Student Conduct Office. The UVPSA or designee has day-to-day responsibility for disciplinary matters and maintenance of records of all actions taken.

The University will initiate Student Conduct Proceedings under this Code within one year from the date that the conduct becomes known to the Student Conduct Office. Provided, however, Student Conduct Proceedings shall be initiated immediately upon receipt of findings from the Office of Institutional Equity. Student Conduct Proceedings may be carried out prior to, simultaneously with, or following civil, criminal or licensure proceedings, at the discretion of the University.

VIII. Review of the Student Conduct Code

The UVPSA, in collaboration with each campus Provost, will appoint at least five (5) persons, including campus Student Conduct representatives and presidents of each campus student government association to review and make recommendations for the revision of this Code every three (3) years, or sooner, if needed. The Committee will solicit input from representatives of the legislative bodies of each campus, and campus student associations as needed. The Committee shall share this input, together with any other observations or findings of the Committee, with the UVPSA. The UVPSA shall consider all input and recommend changes, if any, to the Board of Regents.

The UVPSA, in consultation with the Office of Legal Counsel, is authorized to amend this Code as may be required for compliance with applicable federal, state, local law, applicable regulations, or University policy.

This Code and the Procedures shall be effective beginning July 1, 2017.

APPENDIX A

**THE UNIVERSITY OF OKLAHOMA
Student Rights and Responsibilities Code
PROCEDURES**

2017-2018

I. Procedural Flexibility

For the purposes of these procedures, a “day” shall mean a University business day unless otherwise stated. The Chair of the Hearing Panel may extend or accelerate existing timelines, as well as establish and enforce additional deadlines not stated in these procedures as necessary for prompt and effective case resolution. The University Vice President for Student Affairs or authorized designee (“UVPSA”), in consultation with legal counsel, may modify these procedures at any time, as a whole or on a case-by-case basis, where necessary to comply with applicable law, regulation, guidance, or as deemed appropriate. Technical departures from these procedures will not invalidate a decision, recommendation, or proceeding unless they have prevented a fair determination of the issues.

II. Commencement of a Conduct Process

Allegations that a student has engaged in conduct that, if true, would constitute Prohibited Conduct under the Student Code of Rights and Responsibilities (“the Code”) should be referred to the Office of Student Conduct. The Director of Student Conduct or designee (“Student Conduct Officer”) shall review the allegations and determine whether to initiate disciplinary proceedings (“Student Conduct Proceedings”). If the Student Conduct Officer determines that, even if true, the alleged conduct would not constitute Prohibited Conduct under the Code, the matter shall be concluded. If the Student Conduct Officer determines that the alleged conduct, if true, could constitute Prohibited Conduct under the Code, he or she shall notify the student of the allegations and afford the student an opportunity to be heard, as set forth more fully below.

A. Student Conduct Notice

A Student Conduct Notice shall be delivered to the student who is the subject of the allegations via the student's University email address. Notice to the student will be considered furnished once a Student Conduct Notice is delivered to the student's University email account. The Student Conduct Notice shall include:

1. A description of the alleged misconduct;
2. A citation to the Code provisions that are alleged to have been violated;
3. A brief explanation of the Student Conduct process; and
4. An explanation that the student must set up an administrative review meeting (“Mandatory Meeting”) with the Student Conduct Officer within five (5) days, or such shorter time as may be specified.

A “no contact” order may be issued in the Student Conduct Notice. A “no contact” order is a non-disciplinary directive to avoid contact with one or more members of the University Community during an investigation and any attendant Student Conduct Proceedings. If a “no contact” order is issued, it is the responsibility of the student not to have any contact with the individual(s) named, directly or through third parties, as specified in the order. Failure to comply with this order may result in disciplinary action.

B. Mandatory Meeting

The Student Conduct Officer will meet with the student to explain the Student Conduct process, allow the student an opportunity to respond to the allegations contained in the Student Conduct Notice, and answer any questions the student may have. The student may be accompanied by an advisor or attorney of his or her choosing.

When the Student Conduct Officer determines that prompt action is essential (e.g., during University orientation, toward the end of the semester, the student is nearing graduation, or there is substantial

concern for the health, safety, or welfare of a member of the University community as with a Direct Administrative Action), the Student Conduct Officer may require that the charged student meet within one (1) day of receipt of the Student Conduct Notice if the student resides on campus, or two (2) days if the charged student resides off campus. The University may give notice in these cases by the telephone number provided in official University records or by the student's University email address.

During the Mandatory Meeting, the Student Conduct Officer shall consider the student's response to the allegations and any additional information the student has presented. The Student Conduct Officer shall then determine whether to charge the student with engaging in Prohibited Conduct under the Code. During the Mandatory Meeting, or as soon afterward as is reasonably possible, the Student Conduct Officer may:

- determine not to proceed with charges against the student on the basis that the student did not engage in Prohibited Conduct under the Code;
- negotiate a resolution with the student, whereupon the matter shall be concluded, subject to the student's timely completion of the agreed terms of the negotiation;
- determine to proceed with charges against the student as set forth in the Student Conduct Notice; or
- prepare a modified Notice of Student Conduct, based upon the student's response or other information obtained, and proceed with charges against the student.

Upon determining to proceed with charges, the Student Conduct Officer will recommend disciplinary sanctions. If the charged student denies having engaged in Prohibited Conduct under the Code, or believes that the recommended disciplinary sanction is excessive, the student may request a hearing in writing within two (2) days of the Mandatory Meeting.

1. Acceptance of Responsibility

If, during the Mandatory Meeting, the student agrees that he or she engaged in Prohibited Conduct under the Code, the Student Conduct Officer will discuss the conduct and any relevant circumstances with the student. After considering the student's response and any additional information the student has presented, the Student Conduct Officer shall determine recommended disciplinary sanctions. If the student accepts responsibility and agrees to the imposition of recommended disciplinary sanctions, the Student Conduct Officer shall make a finding that the student has violated the Code, and that the student has accepted responsibility for engaging in Prohibited Conduct. The matter shall be concluded, subject to the student's timely completion of designated sanctions.

Before recommending a disciplinary sanction or negotiating a resolution for Prohibited Conduct in violation of the Sexual Misconduct, Discrimination, and Harassment Policy, the Student Conduct Officer shall notify the University's Title IX Coordinator of the recommended discipline, who shall determine whether the recommended disciplinary sanction is within an acceptable range for the type of violation described. If the recommended disciplinary sanction is not considered reasonable, the Title IX Coordinator shall respond with an explanation of the appropriate range and the basis for that range.

2. Failure to Respond / Default

If the student does not schedule or attend a Mandatory Meeting by the date specified in the notice, or fails to follow instructions or submit requested documentation or information within a reasonable specified amount of time, the Student Conduct Officer may decide the outcome of the case in the

student's absence. In such cases, the student, by failing to respond or participate, shall be in default and will have waived any right to further process.

C. Investigations

The Student Conduct Officer shall review the facts and circumstances associated with the alleged conduct. This review may frequently consist of a mere informal inquiry into the source of the complaint, together with the student's response. In other cases, particularly where there is potential for sanctions of suspension or expulsion, where there are multiple accounts of the facts from witnesses, or where the facts may not be readily discerned, the Student Conduct Officer may determine that further investigation is required. Such investigation may take place before or after the Mandatory Meeting, or in some combination of the two. Where appropriate in light of the unique facts and circumstances of the case, the Student Conduct Officer shall modify the Student Conduct Notice or recommended disciplinary sanction based on the evidence discovered in the investigation.

Allegations that a student has engaged in conduct that, if true, would constitute a violation of the University's Sexual Misconduct, Discrimination, and Harassment Policy shall be promptly referred to University's Sexual Misconduct Officer.

III. Hearing Process

The Hearing Process offers charged students the opportunity to present their cases before an impartial hearing panel comprised of other members of the University community. The proceeding is designed to be administrative and educational in nature, capable of being navigated by University students. While many of these procedures draw from traditional legal principles of fairness and due process, the proceedings themselves are not intended to simulate a court of law. The Hearing Process is not a forum for challenging the legality or justification of any provision of the Code or these Procedures.

A. Impartial Hearing Panel

Hearing Pool: A Pool for each campus shall be established annually upon the recommendations of the faculty senate Chair, staff senate Chair, and student body president. The Pool may consist of a mixture of faculty, staff, and students for a pool of at least ten (10) representatives for Norman campus and at least five (5) for the OU Health Sciences Center campus. Each member of the Pool shall serve a three-year term and may be reappointed or removed at any time.

Hearing Panel Training: All members of the Pool will receive general hearing training; all members except student members also receive specialized training regarding sexual misconduct, stalking, domestic violence, and dating violence.

Hearing Panel Selection: Within five (5) days of receipt of a student's request, the UVPSA shall schedule and select a Hearing Panel randomly from the Hearing Pool. Specific representatives may also be appointed from professional schools where a violation of an ethical or professional code is alleged. Each Hearing Panel shall consist of three (3) members; one (1) of whom must be a student, except in cases where a student is charged with violating the Sexual Misconduct, Discrimination, and Harassment Policy, in which case, no student may sit on the Hearing Panel. If an appointed member cannot serve on a particular panel in a timely fashion, the UVPSA may fill the vacant position with another member of the hearing Pool.

Impartiality: Any Hearing Panel member who believes he or she is unable to be an objective participant for a given hearing is expected to remove herself/himself for that particular hearing. The Student Conduct Officer, the charged student, and the reporting party (in sexual misconduct cases) may object to the composition of the Hearing Panel based upon any panel member's inability to be an objective participant for the matter. The

UVPSA shall make a final determination in any case where there is timely objection to and disagreement as to whether a panel member should be removed.

B. Role of the Hearing Panel Chair

Election of the Chair: Once appointed, the Hearing Panel shall immediately elect a Hearing Panel Chair (“the Chair”) for the hearing. Faculty and staff members are eligible to serve in this role. The Chair shall be responsible for management of the Hearing Panel.

Powers and Duties of the Chair: The Chair shall preside at all hearings, keep order throughout the hearing process, exercise control over the hearing for efficiency and relevancy, establish all relevant timelines, rule on requests for extensions, and rule on admissibility of evidence, in advance of the hearing and at the hearing. The Chair may exclude from the proceedings any person who disrupts the hearing process or who fails to adhere to the Chair’s rulings.

C. Before the Hearing

Chair issues deadlines: Within ten (10) calendar days of formation of the Hearing Panel, the Chair will notify the Student Conduct Officer and the charged student (“the parties”) the date and location of the hearing, the deadlines for exchanging information, and shall provide a copy of these procedures. The Chair may modify these deadlines as necessary for the just and efficient handling of a hearing, but in general:

- The hearing should typically be scheduled to occur within thirty (30) calendar days of formation of the Panel;
- If a charged student chooses to be accompanied by a legal advisor, he or she shall notify the Chair as soon as practicable but at least seven (7) days before the hearing;
- The parties shall exchange the names of witnesses at least seven (7) days before the hearing;
- The parties shall exchange copies of all documents or physical evidence at least seven (7) days before the hearing;
- If either of the parties believes that the witnesses, documents, or other evidence should not be considered by the Panel, because they are not relevant or for some other reason, the Chair must be notified at least five (5) days before the hearing;
- Any other matter relating to the presentation of witnesses or evidence must be raised to the Chair at least five (5) days before the hearing;
- The Chair shall notify the parties of rulings on the admissibility of witness testimony, documents, and other physical evidence not less than two (2) days before the hearing;
- Any party who fails to submit information or exchange information as required by the deadline(s) may be barred from presenting that information in the hearing.

D. The Elements of the Hearing

Panel Chair Opening: The Panel Chair shall open the hearing with the following announcements and procedures:

1. The Chair will notify the parties that the hearing is closed to the public and shall then ask any non-party witnesses to leave the room. A party's advisor may remain in the room;
2. The Chair shall request all persons present to identify themselves to the parties;
3. The Chair shall announce whether the University is recording the proceeding, and if so, shall announce that the recording will be the official record of the proceedings, and will be kept pursuant to the University's Records Retention policy;
4. The Chair may also provide general instructions regarding the proceedings and address any procedural matters that require clarification.

Student Conduct Officer Opening Statement: In an opening statement, which should generally not exceed five (5) minutes, the Student Conduct Officer is expected to generally inform the Hearing Panel of the facts and circumstances surrounding the conduct at issue, the provision(s) of the Code that are alleged to have been violated, and asking the Hearing Panel to issue the recommended disciplinary sanction.

Charged Student Opening Statement: In an opening statement, which should generally not exceed five (5) minutes, the charged student is expected to generally explain his or her position to the Hearing Panel, which may include, but is not limited to, any of the following:

- whether the charged student denies engaging in the alleged conduct;
- whether the charged student disagrees that the conduct is Prohibited Conduct under the Code; and/or
- that the recommended disciplinary sanction is not appropriate for the violation.

Presentations: After the opening statements, the Hearing Panel shall provide the Student Conduct Officer and the charged student an opportunity to present their respective positions, including the presentation of documents and calling of witnesses. Each party is responsible for ensuring that any witnesses who will testify in support of that party's position are notified of the time and place of the hearing. As a responsibility of membership in the University community, all students are expected to participate in Conduct Proceedings upon request; however, the Hearing Panel cannot compel the attendance of witnesses.

Cross examination: Each party shall also be given the opportunity to cross-examine witnesses presented by the other. The Hearing Panel may also directly question any individuals, including the charged student, at any time during the hearing.

Closing statement: Generally, each party may be allowed to give a five (5) minute closing statement summarizing the evidence and restating why the Hearing Panel should be persuaded by the party's case.

Dismissal and deliberations: Upon conclusion of the closing statements, the Chair shall dismiss the parties and the Hearing Panel shall deliberate privately. The Hearing Panel will consider the facts presented and assess the credibility of those providing information to determine by a majority vote whether, by a preponderance of the evidence (i.e., whether it is more likely true than not true), the charged student has engaged in Prohibited Conduct under the Code. If the Hearing Panel finds that the charged student is responsible for engaging in Prohibited Conduct, the Hearing Panel will consider aggravating and mitigating circumstances in assigning sanctions.

Notice of decision: The Chair of the Hearing Panel will notify the charged student and appropriate University officials of the decision in writing within five (5) days of the hearing.

IV. Rules governing hearings

Closed Proceedings: All student conduct hearings are closed to the public.

Recordings: The University may audiotape any conduct proceeding, which will be the official record of the proceedings, and will be kept pursuant to the University's Records Retention policy, found at:

<http://www.ou.edu/content/dam/AdminFinance/documents/Records%20Retention%20Policy%20Intro%20Dec%202010.pdf>

Counsel to the Hearing Panel: The Chair and the Hearing Panel may consult with designated counsel in University's Office of Legal Counsel at any time during Student Conduct Proceedings.

Counsel/Advisor to the Parties: A charged student may be accompanied by an advisor or attorney during the hearing; provided, in the case of an attorney, the charged student must notify the Chair within the time restrictions imposed by the Chair. If the charged student elects to be accompanied by an attorney, the Student Conduct Officer may elect to be accompanied by a designated member of University's Office of Legal Counsel, who shall not be the same attorney serving as counsel to the Hearing Panel. Attorneys may not directly participate in the hearing unless the recommended sanction is suspension or expulsion, and/or if the charge is for a violation of the Sexual Misconduct, Discrimination and Harassment Policy.

V. Special Procedures for Sexual Misconduct Hearings:

The following procedures are applicable in cases where a student is charged with violating the Sexual Misconduct, Discrimination, and Harassment policy.

Interim Measures: Any remedial measures imposed by the Title IX Coordinator, Sexual Misconduct Officer or Director of Student Conduct, in consultation with the appropriate executive officer shall be in effect during the investigation, hearing or any appeal.

Role of the Parties: A person who alleges that he or she has been subjected to conduct that amounts to sexual assault, discrimination, or harassment under University's policy ("the reporting party"), is deemed to be a party to Student Conduct Proceedings and shall have any rights afforded to the charged student, should the reporting party wish to actively participate in the process.

Advisors and Attorneys: Any party may be advised by an advisor or attorney of his or her choosing. If a party is afforded the right to have a nonlegal advisor and a legal advisor present during the hearing, the same right shall be afforded the other party.

Sanctioning: Before entering a disciplinary sanction for a violation of the Sexual Misconduct, Discrimination, and Harassment Policy, the Chair shall notify the University's Title IX Coordinator, who shall determine whether the recommended disciplinary sanction is within an acceptable range for the type of violation described. If the recommended disciplinary sanction is not considered reasonable, the Title IX Coordinator shall respond with an explanation of the appropriate range and the basis for that range.

Expedited Timeline: Generally, within two (2) days of the formation of the Hearing Panel, the Chair shall notify the charged student, the reporting party, and the Student Conduct Officer of the date of the hearing, which generally shall be set no later than ten (10) days from the date of the notice to the parties. The notice shall also include the location of the hearing, the panel composition and any additional Hearing Panel procedures and deadlines for objecting to the panel's composition and for providing additional information such as the names of any persons or documents to be presented (typically two (2) days prior to the hearing). Notice of the findings shall be determined and followed by a written decision within three (3) days of the hearing via email to the

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parties' University email address. This expedited timeline may be adjusted where fairness so requires.

Cross Examination: Hearing Panel members and the Student Conduct Officers shall be the only persons permitted to question the reporting party and the charged student. The Chair may pose any questions he/she deems relevant as requested by the reporting party or charged student for cross-examination of one another. At no time shall the reporting party or charged student address one another directly. Further, alternate testimony methods may be offered to the parties, e.g. videoconferencing, testifying behind a screen, etc., where deemed appropriate by the Chair.

Sanctioning guidelines: Any student found responsible for Sexual Misconduct involving non-consensual or forced sexual contact (where no intercourse has occurred) will likely receive a sanction ranging from probation to expulsion, depending on the severity of the incident and taking into account any previous campus code violations.

Any student found responsible for Sexual Misconduct involving sexual exploitation or sexual harassment will likely receive a recommended sanction ranging from warning to expulsion depending on the severity of the incident, taking into account any previous campus conduct code violations.

Any student found responsible for Sexual Misconduct involving non-consensual or forced sexual intercourse will likely face a recommended sanction of suspension or expulsion, taking into account any previous campus code violations.

Except in conjunction with other discipline, the sanctions of verbal warning, written warning, disciplinary probation, educational sanctions, restitution, administrative fee and alcohol strike are not appropriate if a student is found responsible for violations of the Sexual Misconduct, Discrimination, and Harassment Policy that comprise Sexual Violence, Dating Violence, and Domestic Violence.

The Hearing Panel may enter a sanction that is inconsistent with these sanctioning guidelines only if there are serious mitigating factors or particularly egregious behavior, and only after consultation with the University's Title IX Coordinator.

Simultaneous Notification: The reporting party and the charged student shall be notified simultaneously, in writing, of the result of any disciplinary proceeding, and shall be provided with the University's procedures to appeal the result of the disciplinary proceeding. Furthermore, the reporting party and the charged student shall be simultaneously notified of any change to the results of the disciplinary proceeding and shall be notified when the results are final.

Appeal: A reporting party, charged student, or Student Conduct may request an appeal of the decision as provided in Section VI below.

VI. Appellate Review: Student Conduct, the charged student, and the reporting party in sexual misconduct cases may appeal the findings or sanction of the Hearing Panel within five (5) days of notice of the decision. The appeal shall be in writing and submitted to Student Conduct and the opposing party. Upon request for an appeal from a hearing, Student Conduct shall immediately request that the UVPSA review the appeal. The UVPSA shall have the authority to:

1. Affirm the initial decision.
2. Find that improper procedures were used that significantly prejudiced the University or student. In this case, the UVPSA can refer the case back to the Hearing Panel with a recommendation on how to correct the procedures. In any new hearing, the Hearing Panel may make a new decision on the case. Student Conduct or the parties may then submit another request for review to the UVPSA

3. Reduce or increase the sanction, if the UVPSA determines that the sanction imposed was too severe or too lenient, given the nature of the violation and/or the circumstances. A sanction should not be increased or decreased unless there is compelling justification to do so. Merely disagreeing with the decision of the Hearing Panel is not a compelling justification.
4. Find that (i) Student Conduct or the parties (including the reporting party in sexual misconduct cases) has presented information that would have been material to the outcome of the case, had the information been presented at the hearing, and (ii) the information was not known and could not reasonably have been known to the person appealing at the time of the original hearing. In this event, the UVPSA will refer the case back to the Hearing Panel for reconsideration in light of the new information.

The UVPSA shall in collaboration with the appropriate University official, base a decision on the record and shall notify the parties, including the reporting party in sexual misconduct cases, where appropriate, of the decision within five (5) days of receipt of the request for appeal and receipt of the record. In some cases, the UVPSA may require more time to reach a decision, and in such cases the parties will be notified that a decision will be reached as soon as reasonably practicable. The UVPSA's decision is final. If the UVPSA does not act or otherwise notify the parties of the need for more time to reach a decision, within five (5) days of the request for appeal and receipt of the record, the decision of the Hearing Panel is final.

ACADEMIC FACULTY PERSONNEL

Changing Primary Department

Effective July 1, 2017

NAME	ACADEMIC TITLE	ADMINISTRATIVE TITLE	(CURRENT) PRIMARY DEPARTMENT	(NEW) PRIMARY DEPARTMENT
Houck, John R.	Professor		Otorhinolaryngology	Otolaryngology Head & Neck Surgery
Krempl, Greg A.	Professor	Chairman	Otorhinolaryngology	Otolaryngology Head & Neck Surgery
Queimado, Maria V.	Associate Professor		Otorhinolaryngology	Otolaryngology Head & Neck Surgery
Vasan, Nilesh V.	Associate Professor		Otorhinolaryngology	Otolaryngology Head & Neck Surgery
Baranano, Christopher F.	Assistant Professor		Otorhinolaryngology	Otolaryngology Head & Neck Surgery
Cannon, Trincia V.	Assistant Professor		Otorhinolaryngology	Otolaryngology Head & Neck Surgery
McKinney, Kibwei A.	Assistant Professor		Otorhinolaryngology	Otolaryngology Head & Neck Surgery
Sanclément, Jose A.	Assistant Professor		Otorhinolaryngology	Otolaryngology Head & Neck Surgery
Tsai Do, Betty S.	Assistant Professor		Otorhinolaryngology	Otolaryngology Head & Neck Surgery
Woodson, Elena B.	Assistant Professor		Otorhinolaryngology	Otolaryngology Head & Neck Surgery
Medina, Jesus E.	Clinical Professor		Otorhinolaryngology	Otolaryngology Head & Neck Surgery
Argo, Jimmy	Instructor		Otorhinolaryngology	Otolaryngology Head & Neck Surgery
Doty, Amber M.	Instructor		Otorhinolaryngology	Otolaryngology Head & Neck Surgery
Dyer, R. Kent	Instructor		Otorhinolaryngology	Otolaryngology Head & Neck Surgery
Edminsten, Jamie	Instructor		Otorhinolaryngology	Otolaryngology Head & Neck Surgery
Frank, Jennifer H.	Instructor		Otorhinolaryngology	Otolaryngology Head & Neck Surgery
Gathers, Angela M.	Instructor		Otorhinolaryngology	Otolaryngology Head & Neck Surgery
Messick, Carolyn M.	Instructor		Otorhinolaryngology	Otolaryngology Head & Neck Surgery
Murray, Ariel A.	Instructor		Otorhinolaryngology	Otolaryngology Head & Neck Surgery
Noel, Stephanie M.	Instructor		Otorhinolaryngology	Otolaryngology Head & Neck Surgery
Tohm, Faren R.	Instructor		Otorhinolaryngology	Otolaryngology Head & Neck Surgery