

**MINUTES OF A REGULAR MEETING
THE UNIVERSITY OF OKLAHOMA BOARD OF REGENTS
June 24-25, 2003**

THE UNIVERSITY OF OKLAHOMA

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**MINUTES OF A REGULAR MEETING
THE UNIVERSITY OF OKLAHOMA BOARD OF REGENTS
June 24-25, 2003**

A regular meeting of the Board of Regents governing The University of Oklahoma, Cameron University, and Rogers State University was called to order in the Mezzanine of the Shepler Center on the Cameron University Campus in Lawton, Oklahoma, on Tuesday, June 24, 2003, at 2:45 p.m.

The following Regents were present: Regent G. T. Blankenship, Chairman of the Board, presiding; Regents Stephen F. Bentley, Christy Everest, Paul D. Austin, Tom Clark, Jon R. Stuart and A. Max Weitzenhoffer.

Others attending all or a part of the meeting included Mr. David L. Boren, President of The University of Oklahoma, Provost Nancy L. Mergler and Ken Levit, President, OU-Tulsa, Vice Presidents Dewayne Andrews, Kenneth Rowe, Clarke Stroud, Catherine Bishop, Dennis Aebersold, Dave Maloney and Nicholas Hathaway, Brad Avery, Director of Internal Auditing; Joseph Harroz, Jr., General Counsel, Joseph Castiglione, Director of Athletics, and Dr. Chris A. Purcell, Executive Secretary of the Board of Regents.

Those attending the meeting from Cameron University were Dr. Cindy Ross, President of the University, Vice President Glen Pinkston and Interim Provost Terral McKellips.

Attending the meeting from Rogers State University were Dr. Joe A. Wiley, President of the University, Vice Presidents Tom Volturo and Dr. Richard Boyd and Dr. Michael Turner, new Dean of Students.

Notice of the time, date and place of this meeting were submitted to the Secretary of State, and the agenda was posted in the Office of the Board of Regents on or before 2:30 p.m. on June 23, both as required by 25 O.S. 1981, Section 301-314.

THE UNIVERSITY OF OKLAHOMA

REPORT OF THE PRESIDENT OF THE UNIVERSITY

President Boren first recognized Speaker-Designate Jeary Askins, State Representative from Duncan, and thanked her for her presence and her dedication to Higher Education issues.

The President then introduced Kathyrn Jones, Executive Director of the Higher Education Alumni Council (HEACO) to make a presentation. Dr. Jones announced that HEACO wished to honor Regent Christy Everest and *The Daily Oklahoman* for their support of higher education. She explained that their endorsement of House Bill 1748 and editorial space given for educational purposes, including to President Boren, was critical throughout the past year. Dr. Jones presented Regent Everest with the Difference Maker Award in recognition of these efforts.

President Boren then called Dave Maloney, Vice President for University Development, forward as he discussed fundraising efforts over the past year. For 2003, over \$85 million has been given to the University. In the 1970s, average giving was between \$10 and \$15 million; in the 1980s it was between \$20 and \$25 million. In the past seven years, \$770 million has been raised. The President praised Mr. Maloney and his staff for their work in challenging times.

Admission applications continue to break all records. There have been 8,465 applications for freshmen for the fall semester, which is a 10.3% increase. In addition, there are 486 applicants on the waiting list; last year at this time it was 154. Enrollment is up 6.7% for returning students. Ten years ago the Law School was ranked in the fourth tier. Now, it has risen two full tiers and is among the top 50 in the country. This year it has broken the record by having the highest number of applicants. There are 170 positions to fill and 1,200 applications have been submitted. That is a seven to one ratio for applicants, a 150% increase in the past five years. Enrollment for women has risen from 40% to 57%, and minority enrollment is up from 18% to 20%. Over 150 different undergraduate schools are represented at the Law School and 58% of students receive merit-based scholarships.

President Boren called the Regents' attention to the agenda item asking them to approve the retirement of the Chief of the OU Department of Public Safety, Joe Lester. Joe is retiring to go into full-time religious work. President Boren praised the fact that crime rates have gone down drastically under Joe's leadership. To replace him, Liz Woollen will be moving in from the Tulsa police force. She is highly trained and will do a great job. Liz is the first woman to occupy the Chief of Police position at OU and more than likely the first at any university in the state.

FISCAL YEAR 2004 BUDGET

The FY2004 operating budget for The University of Oklahoma of \$1.19 billion was presented for consideration and approval by the Board of Regents. The budget is comprised of \$538 million for the Norman campus and \$658.4 million for the Health Sciences Center.

In Oklahoma, State revenues for FY03 are estimated to come in \$523 million below previous estimates. The University faced two budget reductions this year, totaling six percent. The cuts represented \$7.5 million for the Norman Campus, \$330,000 for Law and \$5.2 million for the Health Sciences Center.

For FY04, a reduction of \$75.6 million was distributed through the State Regents program formula to higher education institutions, yielding reductions of \$11.7 million for the Norman Campus and \$550,898 for Law. The Norman Campus received additional earmarked reductions of \$944,126, which were absorbed with the overall reduction. Additional revenues for the Norman Campus were obtained from a tuition and fee increase as well as enrollment growth.

The Health Sciences Center received a reduction in State appropriations of \$8.6 million. These reductions included \$323,402 resulting from a two year planned phase out of the Family Medicine Residency Program in Lawton. Additional revenues were obtained from increased endowed chair activity, tuition and enrollment growth, increased overhead from clinical operations, increased grant and contracts, and contractual agreements with the Oklahoma Health Center Association and the Oklahoma Hospital Authority for graduate medical education.

Norman Campus

The new budget, if adopted by our Board of Regents, sets priorities which reflect the priorities 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.

As provided in the ten-year plan of the Board of Regents, the budget also provides an increase of \$20,000 for athletic gender equity funding.

Health Sciences Center

While addressing a 10.31% budget reduction, the Health Sciences Center budget targeted the academic priorities of new faculty positions in the growth areas of Pharmacy, Physical Therapy/Occupational Therapy, Nursing, and Public Health, additional staff positions in the Office of Research Administration and the Institutional Review Board to support the HSC's continued growth in obtaining external research funding, student services and housing, and faculty promotions.

The Health Sciences Center was also required to address the extensive financial impact of the federally mandated Health Insurance Portability and Accountability Act (HIPAA). To address the FY04 expenses of \$1.94 million the HSC central administration earmarked Section 13 funds to cover bond payments for equipment under the Master Lease Program, plus earmarked \$300,000 in continuing state funds for new technology personnel to meet the Act's security and privacy requirements.

President Boren recommended approval of the operating budget for fiscal year 2004 as presented, including approval of academic promotions.

Regent Stuart moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

UNDERGRADUATE TUITION RATES FOR FY 2004

House Bill No. 1748 amended 70 O.S. 2001, Section 3218.8, authorizes 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 institution). 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 are members of the Big Twelve Conference.

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 effect a proportionate increase in the availability of need-based student financial aid.

As a result of this legislative change, The University of Oklahoma is requesting the Tuition and Mandatory Fees Rates listed below, which reflect a 17.5 percent increase for resident tuition and 26.5 percent increase for nonresident tuition. The increase in average annual resident tuition and mandatory fees for current resident undergraduates is \$812.40. For resident students this represents an increase in the cost of attending the University of about ten percent overall. The University estimates that the total direct cost is about \$9,000 per year including books, housing, food and other living expenses.

This recommendation comes after unparalleled consultation with students. More than sixty public meetings were held by vice presidents and deans with student groups throughout the spring semester, discussing the budget situation; and President Boren's continued consultation with key student leaders after the end of the Spring semester into June.

Even with these recommended increases, The University of Oklahoma expects to remain near the bottom of the Big 12 in total direct costs for undergraduate attendance. The amount will also remain far below the Big 12 average when the final figures are complete for next fall. To keep faith with students with economic need, the University has increased need-based tuition waivers by the same percentage increase as the tuition increase. Additionally, a new need-based program called Sooner Heritage Scholarships has been created. This program, partially funded by private gifts from OU alumni, targets students from families with \$ 30,000 - \$ 75,000 in annual income. The University has received more than 1,000 applications already, and is expecting twice that number. This program is aimed at helping middle-income families who do not qualify for State and federal lower income assistance.

Once approved by the Board of Regents, the tuition requests will be forwarded to the Oklahoma State Regents for Higher Education for approval and will be effective Fall 2003.

Vice President Clarke Stroud introduced student leaders to present their views of the tuition requests: Robie Herman, HSC Student Association President; Asher Killian, OSRHE Student Advisory Board; Mary Millben, UOSA President; and Amy Steele, UOSA General Counsel. Robie Herman commented that the students at the Health Sciences Center are a little older and understand about the budget crunch. They understand about shortages in some professions, such as nursing, and how more tuition money can help bring in more professors and so help alleviate those shortages. Asher Killian said that he has looked at the process from two perspectives: that of a member of the coordinating board's advisory panel and as a student representative on the Norman Campus. He is happy with the administration's attempts to communicate with the students and thinks that it was a fair process. Mary Millben thanked the President and the Board for letting the students be involved with the tuition increase issue. Students were more open to the idea of the tuition increase because of the way it was approached by the President.

President Boren recommended the Board of Regents approve the proposed undergraduate tuition rates for FY 2004.

Resident Tuition Per Credit Hour	Average Annual Resident Tuition and Mandatory Fees 30 credit hours/2 semesters
Lower \$ 82.00	\$ 3,741.00
Upper \$ 87.40	
Additional Nonresident Tuition Per Credit Hour	Average Annual Resident & Nonresident Tuition and Mandatory Fees 30 credit hours/2 semesters
Lower \$ 204.30	\$ 10,254.00
Upper \$ 229.90	

Regent Everest moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

TUITION RATES FOR FY 2004 - GRADUATE AND PROFESSIONAL PROGRAMS

House Bill No. 1748 amended 70 O.S. 2001, Section 3218.9 authorizes the Oklahoma State Regents for Higher Education to establish resident tuition rates, nonresident tuition rates and mandatory fees for graduate and professional courses and programs. 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.

As a result of this legislative change, The University of Oklahoma is requesting the Tuition Rates be changed to the rates listed below.

Once approved by the Board of Regents, the tuition requests will be forwarded to the Oklahoma State Regents for Higher Education for approval, and will be effective Fall 2003.

President Boren recommended the Board of Regents approve the proposed tuition rates for FY 2004 for Graduate and Professional Programs.

Tuition Rates for Graduate and Professional Programs
Nonresident students pay both resident and nonresident tuition

	Resident Tuition Per Credit Hour	Additional Nonresident Tuition Per Credit Hour
Graduate	\$ 115.60	\$ 283.20
College of Law	\$ 221.70	\$ 330.95 (no increase)

	Resident Tuition Per Semester	Additional Nonresident Tuition Per Semester
College of Medicine	\$ 6,616.90	\$10,188.55
College of Dentistry	\$ 5,282.12	\$ 9,256.01
Physician's Associate	\$ 3,081.09	\$ 4,204.65
Doctor of Pharmacy	\$ 3,360.75	\$ 5,464.12
Occupational Therapy	\$ 2,246.75	\$ 3,592.55
Physical Therapy	\$ 2,246.75	\$ 3,592.55
Doctor of Audiology	\$ 2,013.00	\$ 3,381.56
Public Health Professional Programs		
Per Credit Hour Tuition	\$ 149.00	\$ 254.00

Regent Clark moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

MANDATORY FEE RATES AND PROSPECTIVE STUDENT FEES FOR FY 2004

House Bill No. 1748 amended 70 O.S. 2001, Section 3218.8 and Section 3218.9, authorizes the Oklahoma State Regents for Higher Education to establish resident tuition rates, nonresident tuition rates and mandatory fees (fees for item not covered by tuition and which all, or substantially all, students must pay as a condition of enrollment at the institution). For undergraduate students 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 are members of the Big Twelve Conference. For graduate and professional courses and programs, the combined average of resident tuition and mandatory fees shall remain less than the combined average of such 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

As a result of this legislative change, The University of Oklahoma is requesting the mandatory fee rates listed below. The increase in average annual mandatory fees for current resident undergraduates is \$434.40, and the average annual increase in both tuition and mandatory fees is \$812.40. This represents an increase of about ten percent in the total cost of attending the University, which is estimated to be about \$9,000 including housing, food, books and other living expenses in addition to tuition and fees.

This recommendation comes after unparalleled consultation with students. More than sixty public meetings were held by vice presidents and deans with student groups throughout the spring semester discussing the budget situation; and President Boren's continued consultation with key student leaders after the end of the Spring semester into June.

Even with these recommended increases, The University of Oklahoma expects to remain near the bottom of the Big 12 in total direct costs for undergraduate attendance and far below the Big 12 average. The University has increased need-based tuition waivers by the same percentage increase as the tuition increase. Additionally, a new need-based program called Sooner Heritage Scholarships has been created. This program, partially funded by private gifts from OU alumni, targets students from families with \$30,000 - \$75,000 in annual income. The University has received more than 1,000 applications already, and is expecting twice that number.

Once approved by the Board of Regents, the mandatory fee and prospective fee requests will be forwarded to the Oklahoma State Regents for Higher Education for approval and will be effective Fall 2003.

President Boren recommended the Board of Regents approve the proposed mandatory fee and prospective student fee rates for FY 2004. This request amends the earlier action taken by the OU Regents in October 2002.

NORMAN CAMPUS

MANDATORY FEES

(Mandatory fees are those fees not covered by tuition and which all, or substantially all, students must pay as a condition of enrollment at the institution.)

	FY 2003 rate	FY2004 rate	Average annual rate for 30 credit hours
Charged by the Credit Hour			
Student Facility Fee	\$ 4.72	\$ 7.30	\$ 219.00
Student Activity Fee	\$ 5.15	\$ 5.15	\$ 154.50
Student Assessment Fee	\$ 1.00	\$ 1.00	\$ 30.00
Library Excellence Fee*	\$ 2.25	\$ 5.25	\$ 157.50
Student Connectivity Fee	\$ 7.50	\$ 10.00	\$ 300.00
Transit Fee	-	\$ 1.50	\$ 45.00
Security Services Fee	-	\$ 2.70	\$ 81.00
Charged by the semester			
Student Health Care Fee	\$ 54.00	\$ 54.00	\$ 108.00
Cultural & Recreational Serv Fee	\$ 12.50	\$ 12.50	\$ 25.00
Academic Records Service Fee	\$ 7.00	\$ 15.00	\$ 30.00
Academic Advising Fee	-	\$ 25.00	\$ 50.00
Total Average Annual Mandatory Fees			\$ 1,200

* The former Library Resource Fee has been combined with a new proposed Library Excellence Fee.

PROSPECTIVE STUDENT FEES

(Prospective fees will be charged to students who enter OU in Fall 2003 or thereafter.)

	FY2004 rate	Average annual rate for 30 credit hours
Charged by the Credit Hour		
Special Event Fee	\$ 1.75	\$ 52.50
Academic Facility & Life Safety Fee \$ 9.00		\$ 270.00
Total average annual for students who enter OU in Fall 2004 or after		\$ 322.50

HEALTH SCIENCES CENTER CAMPUSMANDATORY FEES

(Mandatory fees are those fees not covered by tuition and which all, or substantially all, students must pay as a condition of enrollment at the institution.)

	FY 2003 rate	FY2004 rate
Charged by the Credit Hour		
Student Facility Fee	\$ 7.30	\$ 7.30
Student Activity Fee	\$ 3.25	\$ 3.25
Student Assessment Fee		
Undergraduate only	\$ 1.00	\$ 1.00
Library Resource Fee	\$ 2.25	\$ 2.25
Student Connectivity Fee**	\$ 7.50	\$ 10.00
Transit Fee**	-	\$ 1.50
Security Services Fee**	-	\$ 3.60
Special Event Fee**	-	\$ 3.00
Charged by the semester		
Registration Fee	\$ 15.00	\$ 15.00
Student Health Care Fee	\$ 46.00	\$ 54.00
Cultural & Recreational Services Fee-		\$ 12.50
Academic Records Service Fee		
Undergraduate and Graduate	\$ 10.00	\$ 15.00
Professional	\$ 12.50	\$ 15.00

PROSPECTIVE STUDENT FEES

(Prospective fees will be charged to students who enter OUHSC in Fall 2003 and thereafter.)

	FY 2003 rate	FY2004 rate
Charged by the Credit Hour		
Academic Facility & Life Safety Fee**	-	\$ 7.50

** These fees are to be assessed on only the first 20 credit hours per semester for all Health Sciences Center students as previously approved by the Board in October 2002.

Regent Stuart moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

REVISION OF THE COLLEGE OF MEDICINE ADMISSIONS BOARD COMPOSITION POLICY (HSC)

On May 28, 2002, the State of Oklahoma Legislature approved congressional redistricting legislation, SB619 and HB1575, reducing State congressional districts from six to five. Also on May 28, 2002, then-Governor Frank Keating signed both legislative plans into law. This change will affect the number of members selected throughout the State of Oklahoma to serve on The University of Oklahoma College of Medicine Admissions Board. The change will result in the membership being reduced from 24 members to 20 members.

The University of Oklahoma
Health Sciences Center

COLLEGE OF MEDICINE ADMISSIONS BOARD COMPOSITION POLICY

The Admissions Board for the College of Medicine consists of the following:

- 10 Full-time faculty members who either volunteer or are nominated by their department chair.
- 10 Volunteer faculty members who either volunteer or are nominated by their department chair.
- 10 Members of the student body, College of Medicine, who volunteer.
- 20 Members selected from throughout the State to include four physicians from each of the five congressional districts in the State who shall be selected by the various county medical associations within each of the respective congressional districts, the selection to be coordinated by the member or members of the Board of Directors of the Oklahoma State Medical Association who reside within the respective congressional districts.

Selection of board members is made by the Associate Dean for Admissions for the College of Medicine with further approval by the Executive Dean of the College of Medicine, and the Senior Vice President and Provost for the Health Sciences Center, with final appointments subject to approval of the University Board of Regents.

President Boren recommended the Board of Regents approve the revisions to the College of Medicine Admissions Board Composition Policy.

Regent Stuart moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

APPOINTMENT OF COLLEGE OF MEDICINE ADMISSIONS BOARD - (HSC)

Regents' policy provides that the Admissions Board of the College of Medicine is composed of:

- 10 members of the full-time faculty
- 10 members of the volunteer faculty

10 members of the student body of the College of Medicine
20 members selected from throughout the State to include four physicians from each of the five Congressional Districts

The slate of nominees for 2003-2004 is included. The community physician nominees for the five congressional districts were solicited from the Oklahoma State Medical Association. All nominees have agreed to serve and are willing to participate in an orientation meeting. The nominations have been approved by the Executive Dean of the College of Medicine and the Senior Vice President and Provost.

ADMISSIONS BOARD
2003-2004

FULL TIME FACULTY

Cavanaugh, Lamont, M.D. - Assistant Professor of Family Medicine, Tulsa
Cobb, Stephen, M.D. - Assistant Professor of Family Medicine
Cuccio, Anne, M.D. - Clinical Assistant Professor of Psychiatry
Guild, Ralph, M.D. - Associate Professor of Medicine
Hall, Nancy K., Ph.D. - Professor of Pathology
Holliman, John, M.D. - Professor of Pathology
Kline, Kristina, M.D. - Assistant Professor of Family Medicine, Tulsa
Lampley, Vicki, M.D. - Assistant Professor of Geriatrics
Shropshire, Deborah, M.D. - Clinical Assistant Professor of Pediatrics
Squires, Ron, M.D. - Associate Professor of Surgery

VOLUNTEER FACULTY

Bondurant, William, M.D. - Family Medicine
Carpenter, JoAnn, M.D. - Family Medicine
Coniglione, Tom, M.D. - Medicine
McLeod, Wallace, M.D. - Family Medicine
Ramgopal, Vadakepat, M.D. - Medicine
Rhinehart, Don, M.D. - Neurosurgery
Sawyers, Olaseinde, M.D. - Surgery
Smith, William, M.D. - Family Medicine
Winzenread, Michael, M.D. - Family Medicine
Zanovich, Terry, M.D. - Obstetrics and Gynecology

STUDENTS

Oklahoma City Campus:

Burks, Frank
Burns, Lance
Hinkle, Jennifer
Koch, Marci
Pendley, Sarah
Rojo, Lillian
Smith, Katie
Warner, Travis

Tulsa Campus:

Imel, Laura
Murray, Bryce

CONGRESSIONAL DISTRICT REPRESENTATION

DISTRICT I

Ashcraft, Thomas, M.D., Tulsa
Calvert, Jon, M.D., Tulsa
Calvert, Lynnette, M.D., Tulsa
Maxwell, Robert, M.D., Tulsa

DISTRICT II

Malati, Hani, M.D., Okmulgee
Minor, Danny, M.D., Tahlequah
Jesudass, Richard, M.D., Muskogee
Potts, David, M.D., Muskogee

DISTRICT III

Anthony, Bobby, M.D., Stillwater
Emde, Gilbert, M.D., Stillwater
Walton, Greg, M.D., Enid
Willis, Renee, M.D., Stillwater

DISTRICT IV

Belknap, Hal, M.D., Norman
Bellino, Rosemary, M.D., Lawton
Frantz, Robby, M.D., Norman

DISTRICT V

Mackie, Laura, M.D., Moore
Anderson, Gaynell, M.D., Shawnee
Magrini-Greyson, Marlene, M.D., Oklahoma City
Srouji, Nabil, M.D., Oklahoma City
Wilson, Frank, M.D., Oklahoma City

ALTERNATE ADMISSIONS BOARD
2003-2004

FULL TIME, PART TIME, AND VOLUNTEER FACULTY

Barrett, James, M.D. - Associate Professor of Family Medicine
Dimick, Susan, M.D. - Clinical Associate Professor of Medicine
Donovan, G. Kevin, M.D. - Professor of Pediatrics, Tulsa
Flournoy, Dayl, Ph.D. - Professor of Pathology
Gold, Karen, M.D. - Clinical Assistant Professor of Obstetrics and Gynecology
Hampton, James, M.D. - Clinical Professor of Medicine
Haywood, B.J., M.D. - Instructor of Anesthesiology

Howard, C. Anthony, M.D. - Associate Professor of Surgery, Tulsa
Jackson, Rhett, M.D. - Assistant Professor of Medicine
Johnson, Gary, M.D. - Associate Professor of Obstetrics and Gynecology
Khanna, Veena, M.D. - Clinical Assistant Professor of Pediatrics
Mehta, Kautilya, M.D. - Clinical Assistant Professor of Surgery
Morgan, Carolyn, Ph.D. - Associate Professor of Sociology
Nawar, Ola, M.D. - Clinical Assistant Professor of Psychiatry
Price, William, M.D. - Assistant Professor of Family Medicine
Reiner, William, M.D. - Associate Professor of Urology
Sideman, Matthew, M.D. - Assistant Professor of Surgery, Tulsa
Sigler, Scott, M.D. - Associate Professor of Ophthalmology
Strebel, Gary, M.D. - Clinical Assistant Professor of Obstetrics and Gynecology
Woods, W. Michael, M.D. - Associate Professor of Family Medicine

STUDENTS

Oklahoma City Campus:

Elliott, Jamie L.
Evans, David
Mange, Natalie
Mefford, Brent
Murphy, Michael
Nightingale, Lydia
Perdue, Jedidiah
Zecavati, Nassim

Tulsa Campus:

Means, Melody
Smith, Andrew

CONGRESSIONAL DISTRICT REPRESENTATION

Ahmed, Iftikhar, M.D., Oklahoma City
Baldwin, Donald, M.D., Lawton
Blankenship, Jerry, M.D., Enid
Brown, Philip, M.D., Bethany
Caldwell, Conrad, M.D., Edmond
Cobb, James, M.D., Norman
Engles, Robert, M.D., Durant
Garrett, Donald, M.D., Lawton
Koons, Kelli, M.D., Oklahoma City
Lopez, Martin, M.D., Oklahoma City
Mirjanich, John, M.D., Midwest City
Mitchell, Lynn, M.D., M.P.H., Oklahoma City
Parekh, Mukesh, M.D., Oklahoma City
Sawyerr, Olaseinde, M.D., Oklahoma City
Stewart, Scott, M.D., Shawnee
Swafford, Thomas, M.D., Stillwater
Williams, Noel, M.D., Oklahoma City
Winzenread, Michael, M.D., Oklahoma City

President Boren recommended the Board of Regents approve the individuals named above be appointed to the College of Medicine Admissions Board for 2003-2004. He also recommended approval of the alternates proposed.

Regent Everest moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

ESTABLISHING POST-PROFESSIONAL WEB-BASED B.S. IN RADIATION SCIENCES - HSC

The Department of Radiologic Technology, College of Allied Health, proposes a non-clinical post-professional degree completion program for clinicians holding a professional credential in nuclear medicine, radiography, radiation therapy or sonography. The degree being offered is a Bachelor of Science in Radiation Sciences.

The purpose of the new program is to provide a web-delivered career ladder program for employed clinicians pursuing leadership roles in health care organizations and faculty roles in academic institutions. Graduates of this program will be prepared to assume roles in clinical management and in education of radiation science professionals. The interdisciplinary aspect of the program will promote expansion of knowledge across disciplines typically grouped in the clinical practice environment. Greater collaboration among disciplines, which is a hallmark of today's health care environment, necessitates a broader knowledge base in supervisory and management staff. This program intends to provide that knowledge base in the radiation sciences.

The overall demand to provide leadership for the radiation science professions in the areas of education, administration and interdisciplinary health care delivery continues to grow nationwide. The general demand for a baccalaureate degree is reflected in practitioner's increasing interest in post-professional education to enhance individual careers and professional growth. The request for a degree completion program for radiation science professionals is driven in part by the proliferation of off-site hospital expansions and physician groups opening free-standing full-service medical clinics, which require additional managerial support; the explosion of sophisticated technology related to diagnostic and therapeutic procedures requiring qualified application specialists to provide training and expertise; and the shortage of appropriately trained academic faculty to maintain and enhance the profession's unique body of knowledge.

There are approximately 1,564 certified practitioners in Oklahoma who do not have a baccalaureate degree, but many are graduates of hospital-based or certificate training programs. Of the credentialed diagnostic imaging and therapy professionals in the nation, approximately fifty percent hold less than a baccalaureate degree, leaving a wide gap between practice and leadership. Without a baccalaureate degree, professionals are limited in moving upward into clinical management and/or faculty positions in professional education. With current critical national shortages in these professions, it is important to retain existing clinicians by offering opportunities for advancement and recognition that will enhance job satisfaction.

At the present time, many radiation science professionals in Oklahoma must take their educational pursuits to other fields or matriculate at out-of-state universities. Most states, including Oklahoma, lack a non-clinical baccalaureate completion program in the radiation sciences. Working professionals require flexible programs and do not want to repeat courses completed in their professional entry-level radiation science program. This curriculum is designed to provide the working student maximum flexibility in course completion.

The College of Allied Health has the necessary equipment and technical expertise to offer the program in the Web-based mode of delivery since it has experience with OU's first Web-based post-professional Master's degree program in the Rehabilitation Sciences. The University has unlimited site licenses for WebCT and BlackBoard, which the College has used since fall 1998. The OUHSC, the College and the Department have experience in facilitating on-line access to needed materials such as on-line course evaluations, library database access and an on-line application process.

President Boren recommended the Board of Regents approve a request to the Oklahoma State Regents for Higher Education to establish a post-professional Web-based B.S. in Radiation Sciences.

Regent Weitzenhoffer moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

PROFESSIONAL SERVICE AGREEMENT - HSC

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

New - Reimbursement Solutions Corp.

Physician will perform the Intraductal Biopsy with the Acueity ViaDuct System for approximately 480 procedures. The Physician's office is also responsible for providing all needed support for procedure including procedure room, staff, supplies and recovery room. Agreement received April 7, 2003, signed and returned to Reimbursement Solutions Corp. for signature on April 15, 2003.

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

New - Reimbursement Solutions Corp.	\$476,640
Department of Surgery	
Term of Agreement 04/01/03 to 03/31/04	
Professional Service Agreement	

Regent Clark moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

CAPITAL IMPROVEMENT FUND - HSC

This item was pulled from consideration prior to the meeting.

AGREEMENT WITH UNIVERSITY HOSPITALS TRUST - HSC

When the University assumed the responsibilities of operating the Parking and Transportation system at the Oklahoma Health Center in July 2001, four of the parking structures were in immediate need of repair to address life-safety concerns. The University Hospitals Trust agreed to fund those repairs in the amount of \$3.92 million, as there were no funds available from any other source. The amount of \$750,000 was negotiated with the Trust as partial reimbursement to be paid when available from parking reserves.

In consideration of the Trust's prior investment in parking infrastructure, it is the recommendation of the administration that a negotiated one-time reimbursement of \$750,000 be made as detailed in the following agreement. Funds are available from Parking Reserves.

**AGREEMENT TO REIMBURSE FOR PARKING REPAIRS
between the
UNIVERSITY HOSPITALS TRUST
and the
BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA**

This agreement, effective the 30th day of June, 2003, is made and entered into by and between The UNIVERSITY HOSPITALS TRUST, hereinafter referred to as TRUST, and THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA on behalf of the Parking and Transportation Services, hereinafter referred to as UNIVERSITY.

WHEREAS, effective July 1, 2001, pursuant to Section 7068 of Title 74 of the Oklahoma Statutes, the UNIVERSITY has the exclusive power, duty and responsibility to regulate and control vehicular parking in and around certain areas of the Oklahoma Health Center and performs certain operational services in portions of the area, namely including the Williams Pavilion Garage, Everett Tower Garage, Children's Hospital Garage and Nicholson Garage, hereinafter referred to as the Parking Facilities; and

WHEREAS, TRUST, approved by Section 3224 of Title 63 of the Oklahoma Statutes to effectuate the purposes of the University Hospitals Authority and the University Hospitals Authority Act, Section 3201 et seq. of Title 63 of the Oklahoma Statutes, which purposes include the maintenance of property and the coordination and cooperation with the UNIVERSITY, has in recent times past effected needed and necessary repairs to the Parking Facilities by its expenditure of approximately \$3.92 million for the costs thereof; and

WHEREAS, the UNIVERSITY and the TRUST have determined that this Agreement is in the best interest of the parties hereto and their public missions and purposes and that the UNIVERSITY should reimburse a certain amount to the TRUST for the costs of the repairs.

NOW THEREFORE, in consideration of the circumstances and the mutual agreements contained herein, the parties agree that the payment of \$750,000 by the UNIVERSITY to the TRUST on or about the 30th day of June, 2003, is a fair and equitable amount of costs reimbursement.

This agreement is subject to and contingent upon approval of the Board of Regents of The University of Oklahoma.

IN WITNESS WHEREOF this Agreement has been duly executed by the parties hereto in Oklahoma City, Oklahoma.

TRUST:

The University Hospitals Trust

UNIVERSITY:

The Board of Regents of The University of Oklahoma

Dean H. Gandy
Executive Director

Kenneth D. Rowe, Vice President
Administrative Affairs

Date: _____

Date: _____

President Boren recommended the Board of Regents approve an agreement to reimburse the University Hospitals Trust in the amount of \$750,000 for a portion of the \$3.92 million parking facilities renovation recently completed at the Oklahoma Health Center.

Regent Stuart moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

PRESBYTERIAN PROFESSIONAL OFFICE BUILDING PARKING STRUCTURE REHABILITATION - HSC

At the May 2003 meeting, the Board of Regents ranked Zahl-Ford, Inc. highest among the three firms considered to provide professional engineering services for rehabilitating the Presbyterian Professional Office Building parking structure. Subsequently, an Agreement for Engineering Services was executed between Zahl-Ford, Inc. and the University, and a study of existing conditions and the design and bidding documents for the project were completed. Improvements at this 112-vehicle garage will include structural preservation, deck coatings and waterproofing, electrical wiring and fixtures, and other work.

The Presbyterian Professional Office Building parking structure is owned by the Hospital Corporation of America (HCA) but is maintained and operated by The University of Oklahoma under a lease agreement. An agreement has been reached among the University Hospitals Authority and Trust, HCA, and the University that will allow the University to contract for rehabilitation of the parking structure and to administer the project.

I. AWARD CONTRACT FOR CONSTRUCTION

On May 16, 2003, construction bids for the project were received from three firms. The bids have been evaluated by the project engineers and the following representatives of the University administration:

- Theta Dempsey, Director, Parking and Transportation Services
- Michael Moorman, Director, Architectural and Engineering Services
- Harley Campbell, Campus Architect-HSC, Architectural and Engineering Services

It is recommended that a contract in the amount of \$559,682 be awarded to Restek, Inc. of Edmond, Oklahoma, the low bidder, as follows:

Base Proposal	\$560,032
Alternate No. 1, Delete Barrier Walls	(12,350)
Alternate No. 5, Lighting Replacement and Upgrade	<u>12,000</u>
Total Proposed Contract Amount	\$ 559,682

II. SIGN THE AGREEMENT

State statutes allow change orders to be issued for up to fifteen percent of the construction cost for contracts of one million dollars or less. Board approval of this action will authorize the President or his designee to sign the Agreement for Construction and will allow issuance of necessary change orders of up to fifteen percent of the contract amount, within funding limitations.

All project costs will be paid by the University Hospitals Authority and Trust.

TABULATION OF BIDS PRESBYTERIAN PROFESSIONAL OFFICE BUILDING PARKING STRUCTURE REHABILITATION

	Restek, Inc. Edmond	Flintco, Inc. Okla. City	Western Waterproofing, Inc. Tulsa
Base Proposal	\$ 560,032	\$ 620,000	\$ 808,620
Alternate No. 1, Delete Barrier Walls	(12,350)	9,200	(28,616)
Alternate No. 2, Additional Painting	22,600	34,500	34,554
Alternate No. 3, Additional Deck Coating	21,600	32,100	31,304
Alternate No. 4, Phasing of Work	123,000	23,400	84,398
Alternate No. 5, Lighting Replacement and Upgrade	12,000	11,100	12,500
Total, Base Proposal + Alternates 1 and 5	<u>\$ 559,682</u>	<u>\$ 640,300</u>	<u>\$ 792,504</u>

President Boren recommended the Board of Regents:

- I. Award a contract in the amount of \$559,682 to Restek, Inc. of Edmond, the low bidder, for rehabilitation of the Presbyterian Professional Office Building parking structure; and

- II. Authorize the President or his designee to sign the Agreement for Construction and the necessary change orders during construction within the statutory and project budget limitations.

Regent Everest moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

PEOPLESOFT MONITORING SOFTWARE – HSC

The University needs software to monitor the existing PeopleSoft system because the University uses PeopleSoft's ERP applications for human resources, financial services, and student administration at the Health Sciences Center. Supporting 1,000 customers today, these applications will soon serve all faculty, staff and students through web-based self-service modules. The infrastructure supporting these applications is complex and difficult to maintain as the number of servers grows to more than 40 and the number of environments approaches 20. Tools for managing availability and performance are essential to maintaining the services levels required by all.

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

Company	Location
Quest Software	Houston, Texas
Computer Associates International, Inc.	Islandia, New York
Pepperweed Consulting, LLC	Indianapolis, Indiana

The evaluation committee comprised the following individuals:

Daniel Fairless, Technical Architect, IT – Advanced Technology Group
 Michael Ebbs, Assistant Director, IT – Enterprise Applications Solutions
 Donna Edwards, Senior Systems Analyst, IT – Enterprise Systems
 David Horton, Technical Architect, IT – Advanced Technology Group
 Scott Pitts, Assistant Director, IT – Enterprise Systems
 Sandy Totten, Senior Buyer, Purchasing
 Bart Mercer, Audit Manager, Internal Audit (Independent evaluator)
 Larry Arthur, Staff Auditor, Internal Audit (Independent evaluator)

Evaluation criteria were technology solution, experience, support, usability and pricing. The evaluation team rated the responding companies as follows:

	Solution	Experience	Support	Usability	Pricing	Overall	Cost	Five Year Cost
Quest Software, Houston, Texas	36.0	7.2	12.4	9.2	16.4	81.2	\$245,363	\$431,903
Computer Associates Intern'l., Inc., Islandia, New York	16.0	7.2	11.6	6.0	12.8	53.6	\$181,101	\$695,505

	Solution	Experience	Support	Usability	Pricing	Overall	Cost	Five Year Cost
Pepperweed Consulting, LLC, Indianapolis, Indiana	28.8	4.8	10.0	4.8	3.6	52.0	\$335,819	\$783,902

The evaluation committee rated Quest Software of Houston, Texas, as representing best value to the University even though its initial license pricing was somewhat higher than the low bidder. Over a five-year use, Quest is the lowest cost solution as well. Computer Associates, the low bidder, was rated the lowest with respect to the criterion of "solution". Quest was rated highest in the criterion of "pricing" because of the utility and functionality offered for the price that was bid.

Funds have been identified and are available within HSC Information Technology Department accounts.

President Boren recommended the Board of Regents authorize the President or his designee to award a contract in an overall amount not to exceed \$245,363 for the initial one-time cost to Quest Software of Houston, Texas, for the licensing of software to monitor the PeopleSoft systems, for the one-year period beginning July 1, 2003, with further authorization to purchase annual maintenance coverage in an amount not to exceed \$57,000 for the one-year period beginning July 1, 2004, with option to renew annually.

Regent Everest moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

ADVERTISING SERVICES AND MEDIA BUY AND ANALYSIS FOR OU PHYSICIANS - HSC

During April through August 2002, the OU Physicians entity launched its new name and building with an active advertising campaign. Response has been positive and has built public awareness of the greatly enhanced and specialized medical services available to Oklahomans. Marketing experts agree that for a new "brand", such as OU Physicians, to become widely known to its potential customers, multiple years of heavy promotion and visibility must be carried out.

At its September 2002 meeting, and as a result of the competitive process, the Board authorized the engagement of the services of Third Degree Advertising of Oklahoma City, in an amount not to exceed \$250,000, to assist the University in conducting a marketing campaign, including media buy and analysis. Advertising was (and will continue to be) targeted to those most responsible for the health care decisions of their families. It has proven to be effective in sustaining and accelerating awareness and use of OU Physicians, resulting in a preference for the doctors and growth in their practices. The goal continues to be the provision of the highest quality of care in the State, so that Oklahomans need not go elsewhere for the most comprehensive and innovative medical diagnosis and treatment.

The most recent effort to compete for marketing and advertising services yielded a response only from the incumbent supplier. Generating bids for this type of service in the local market has proven to be non-productive when the program is established, in progress, and in no apparent need of significant change.

The \$250,000 amount from the previous Board approval was for a nine-month service period. The \$385,000 amount per year in this request applies to a full year's service, plus additional coverage for Pediatrics, which was not an element of coverage in the \$250,000 amount.

Services and results from Third Degree Advertising have been agreeable, productive and contributory to the University's objectives. Pricing remains reasonable and consistent with prior services and within the marketplace. Funding will be generated from OU Physicians patient care business accounts.

President Boren recommended the Board of Regents authorize the President or his designee to amend the contract with Third Degree Advertising, Oklahoma City, in an overall amount not to exceed \$385,000 per year, for advertising services and media buy and analysis for OU Physicians, for the one-year period beginning July 1, 2003, with option to renew for one additional year.

Regent Everest moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

ACQUISITION OF THE DOWELL CLINIC BUILDING FOR THE CAMPUS POLICE DEPARTMENT - HSC

An important component of the strategic and master plans for the Health Sciences Center involves the relocation of the Campus Police Department. The relocation is necessary to achieve greater effectiveness and efficiency in Campus Police operations and to convert the vacated spaces within the Service Center Building to offices and operations in direct support of students and employees. It will result in better Campus Police coverage and management, and in improved and more accessible services to our customers.

The Dowell Clinic building, located at 934 N.E. 8th Street, Oklahoma City, Oklahoma, recently became available to purchase. The building is owned by Oklahoma Health Sciences Facility, Inc. (HSF, Inc.). The building site is 26,600 square feet, including a one-story brick building containing 2,807 square feet. For HSF, Inc. to acquire the property, an environmental assessment and an appraisal were completed. The appraisal placed the value of the property at \$240,000. HSF, Inc. purchased the property on April 10, 2003, at a contract sales price of \$230,000. The facility will be renovated and used as a Campus Police station. This project is currently on the Campus Master Plan of Capital Improvement Projects approved by the Board of Regents on May 9, 2003. This purchase is considered fair and reasonable, and under market value when compared to recent real estate transaction prices for similar type buildings within the geographic area.

The legal description for 934 N.E. 8th Street, Oklahoma City, Oklahoma follows:

A part of Block Twenty-three (23) of OAK PARK ADDITION, to Oklahoma City, Oklahoma County, Oklahoma and a part of the vacated alley located therein more particularly described as follows:

Beginning at a point on the North line of said Block 23, said point being 10.0 feet West of the Northeast corner of said Block 23; Thence West along the North line of said Block 23 a distance of 100.0 feet; Thence South and parallel with the East line of said Block 23 a distance of 242.0 feet; Thence East and parallel with the North line of said Block 23 a distance of 110.0 feet to a point on the East line of said Block 23; Thence North along the East line of said Block 23 a distance of 232.0 feet to a point 10.0 feet South of the Northeast corner of said Block 23; Thence Northwesterly a distance of 14.14 feet to the point or place of beginning. Said described tract subject to a 20 feet Utility Easement being the South 20 feet of the North 160 feet of the East 110 feet of said Block 23, said Easement being that portion of the vacated alley located in the described tract.

Funding has been identified and is available from Institutional Reserves.

President Boren recommended the Board of Regents authorize the President or his designee to enter into a real estate purchase agreement, in the amount of \$230,000, with the Oklahoma Health Sciences Facility, Inc. of Oklahoma City, Oklahoma, the seller, for the acquisition of the Dowell Clinic building, located at 934 N.E. 8th Street, Oklahoma City, Oklahoma, to be used as the new permanent location for the Health Sciences Center Campus Police Department.

Regent Stuart moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

SCHUSTERMAN CENTER ACADEMIC AND ADMINISTRATIVE RENOVATIONS - HSC TULSA

The Board of Regents approved the Schusterman Center Academic and Administrative Renovations project at the May 2003 meeting, with an estimated total cost of \$1,691,000. This project phase includes the development of approximately 2,900 square feet in Building 1 as general academic and instructional laboratory space for the College of Pharmacy. The project also includes a new entry and elevator lobby at the first floor of Building 4 and the renovation of approximately 7,000 square feet on the third floor of Building 4 West to create new classrooms and other instructional space.

The consultant selected for the project will provide the professional services required for detailed space planning and to produce the design and the contract documents and administer the construction contract(s).

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

Wilton Berry, Associate Campus Architect, HSC, Chair
Thomas Godkins, Associate Vice President for Facilities Management and
Director of Capital Planning, HSC
Nancy Lewis, Vice President for University Services, OU-Tulsa
Ray List, Director of Operations, HSC-Tulsa
William Ray, Dean, Graduate College, OU-Tulsa

Proposals to provide the needed professional services for the project were received from 15 firms. Based on these proposals, information provided by the State of Oklahoma Department of Central Services and client references, four firms were selected by the interview committee for further evaluation. The committee conducted a detailed review and interview with each of the four firms, and rated them from highest to lowest as follows:

1. McSorley Architects, Tulsa
2. Kinslow, Keith & Todd, Inc., Tulsa
3. SPARKS, Tulsa
4. Atkins, Tulsa

**SCHUSTERMAN CENTER ACADEMIC AND ADMINISTRATIVE RENOVATIONS
ARCHITECTURAL FIRM EVALUATION SUMMARY**

	McSorley Associates	Kinslow Keith & Todd, Inc.	SPARKS	Atkins
Acceptability of Design	90	88	88	74
Quality of Engineering	86	84	74	84
Adherence to Cost Limits	41	40	39	32
Adherence to Time Limits	42	43	39	37
Volume of Changes	42	41	39	37
Stability of Firm	31	31	32	33
Total Points	332	327	311	297

President Boren recommended the Board of Regents:

- I. Rank in the order presented below architectural firms that are under consideration to provide professional services required for the Schusterman Center Academic and Administrative Renovations project;
- 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 Weitzenhoffer moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

PROPOSALS, CONTRACTS AND GRANTS

In accord with Regents' policy, a list of awards and/or modifications in excess of \$100,000 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 1999 through 2003, and current month and year-to-date, are shown on the graphs and tables attached hereto as Exhibit A.

The Provisions of Goods and Services policy (amended March 15, 2000) provides that new contracts and grants in excess of \$100,000 must be referred to the Board of Regents for ratification. In addition, in the event a contract, grant, document or arrangement involved would establish or make policy for the University, or would otherwise involve a substantial or significant service to be performed by the University, that contract, arrangement or document shall be referred to the Board of Regents for approval.

	FY03 Year-to-Date Expenditures	FY02 Year-to-Date Expenditures	FY02 Total Expenditures
UNIVERSITY OF OKLAHOMA	\$139,039,669	\$130,685,696	\$182,666,298
NORMAN CAMPUS	\$83,448,327	\$79,993,277	\$113,571,022
HEALTH SCIENCES CENTER	\$55,591,342	\$50,692,419	\$69,095,276

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

Regent Stuart moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

ACADEMIC MISCONDUCT CODE - NC

This revision of the Academic Misconduct Code for the Norman Campus (excluding Law) was developed by the Provost's office in cooperation with the Office of Legal Counsel and the Office of Student Affairs. The Code was last amended in 1998. This revision makes a number of procedural changes to shorten the amount of time required to handle incidents and allegations of academic misconduct. The most significant is the "admonition" option.

The admonition option is intended to make the system more flexible and responsive to student and faculty needs. Currently when misconduct is discovered, the faculty member must file a charge and wait for the matter to be resolved institutionally before assigning any grade

penalty or requiring any additional or makeup work, whether or not the student is willing to accept such a resolution. We have received comments from both faculty and students that a shorter and simpler process would be preferable for minor offenses.

The admonition option permits an instructor to assign a grade penalty up to a zero on certain assignments without filing a charge. Prior to assigning the penalty, the faculty member must make reasonable efforts to inform the student what the problem is, what the penalty is, and how the student can appeal. Also, the faculty member is asked to report the incident so that repeat offenses can be tracked.

This revision was approved by Faculty Senate on May 5, 2003, and was previously approved in substantially the same form by UOSA President Alex Yaffe on March 13, 2003. The President recommends the Regents approve this revision, effective with the Fall 2003 semester.

ACADEMIC MISCONDUCT CODE, NORMAN CAMPUS (EXCLUDING LAW)

~~STEPS IN A CASE OF ACADEMIC MISCONDUCT~~

- ~~STEP 1. — Incident of alleged academic misconduct is discovered.~~
- ~~STEP 2. — The faculty or staff member discovering the incident notifies the appropriate dean of the incident and, if applicable, of the grade penalty to be imposed if the allegation proves correct.~~
- ~~STEP 3. — The dean notifies the Campus Judicial Coordinator of the charge of academic misconduct.~~
- ~~STEP 4. — The Campus Judicial Coordinator notifies the student of the charges and a conference is scheduled.~~
- ~~STEP 5.1 — After discussing the charges, academic misconduct process, possible sanctions, and the student's rights and responsibilities with the Campus Judicial Coordinator, the student may:~~
- ~~A. — Deny the charges and request a formal hearing before the appropriate Academic Misconduct Board (AMB). PROCEED TO STEP 6.~~
 - ~~B. — Admit to the charges and express extenuating circumstances, if any. The Campus Judicial Coordinator informs the student's dean, the budget dean, and the instructor, where applicable. PROCEED TO STEP 9.~~
- ~~STEP 5.2 — (Optional) If, after conferring with the Campus Judicial Coordinator, the student wishes to meet with the person who initiated the charge and that person agrees, the Campus Judicial Coordinator will arrange the meeting. Following that meeting, the student may, if the student has not done so already:~~
- ~~A. — Contest the charges and make a written request to the Campus Judicial Coordinator for a hearing as described in Section 4.1.A within the time limits for such a request;~~
 - ~~B. — Admit to the charges and so inform the Campus Judicial Coordinator, who will initiate the action described in Section 4.1.B.~~

- STEP 5.3. — ~~The person initiating the charge may withdraw the charge at any time prior to commencement of a hearing by the AMB or, if no hearing is held, imposition of a final sanction, in which case the matter is ENDED.~~
- STEP 6. — ~~When a hearing has been requested, the case shall be heard by the AMB of the appropriate college.~~
- STEP 7. — ~~If the AMB finds that the facts do not support the allegation, the charge will be dismissed.~~
- STEP 8. — ~~If the AMB finds that the facts do support the allegation, the charge will be upheld. The AMB also shall make a separate recommendation as to what disciplinary sanctions it feels are most appropriate. This finding and recommendation will be communicated to the student's dean, who shall in turn notify the appropriate parties.~~
- STEP 9. — ~~Grade penalty, if any, is implemented.~~
- STEP 10. — ~~The student's dean determines what disciplinary sanction, if any, is to be recommended to the Senior Vice President and Provost. The dean shall also send the AMB recommendations to the Senior Vice President and Provost when a hearing has been held.~~
- STEP 11. — ~~The Senior Vice President and Provost determines what disciplinary sanction, if any, will be implemented and implements that sanction.~~
- STEP 12. — ~~Appeals as to procedural irregularities shall be made to the Senior Vice President and Provost.~~

1. GENERAL PROVISIONS

1.1 BASIC PRINCIPLE OF HONESTY

Honesty is a fundamental precept in all academic activities, and those privileged to be members of a university community have a special obligation to observe the highest standards of honesty and a right to expect the same standards of all others. Academic misconduct in any form is inimical to the purposes and functions of the university and therefore is unacceptable and rigorously proscribed.

1.2 DEFINITIONS

1.2.1 Academic Misconduct. Any act which improperly affects the evaluation of a student's academic performance or achievement, ~~including but not limited to the following:~~ The following terms illustrate but do not delimit or define academic misconduct:

- (a) Cheating: the use of unauthorized materials, methods, or information in any academic exercise, including improper collaboration;
- (b) Plagiarism: the representation of the words or ideas of another as one's own, including:
 - (1) direct quotation without both attribution and indication that the material is being directly quoted, e.g. quotation marks;
 - (2) paraphrase without attribution;

- (3) paraphrase with or without attribution where the wording of the original remains substantially intact and is represented as the author's own;
 - (4) expression in one's own words, but without attribution, of ideas, arguments, lines of reasoning, facts, processes, or other products of the intellect where such material is learned from the work of another and is not part of the general fund of common academic knowledge;
- (c) Fabrication: the falsification or invention of any information or citation in an academic exercise;
- (c) Fraud: the falsification, forgery, or misrepresentation of academic work, including the resubmission of work performed for one class for credit in another class without the informed permission of the second instructor; or the falsification, forgery or misrepresentation of other academic records or
- (d) documents, including admissions materials and transcripts; or the communication of false or misleading statements to obtain academic advantage or to avoid academic penalty;
- (e) Destruction, misappropriation or unauthorized possession of University property or the property of another;
- (f) Bribery or intimidation;
- (g) Assisting others in any act proscribed by this Code; or
- (h) Attempting to engage in such acts.
- 1.2.2 Budget Dean. The dean of the college in which the academic unit offering the course at issue is budgeted.
- 1.2.3 Code. The Academic Misconduct Code of the Norman Campus.
- 1.2.4 Date of Service.
- (a) When service is in person, the date the notice is actually delivered to the student, as noted on the return copy;
 - (b) When service is by mail, the date determined as follows:
 - (1) if notice is "signed for," the date the notice was "signed for" as indicated on the return mail receipt; or
 - (2) if notice is not "signed for," the date of return to the Campus Judicial Coordinator of the mail receipt, unless notice was sent to an address other than that last provided by the student to the Office of Admissions and Records as his or her current address.
- 1.2.5 Instructor. The faculty member or other person primarily responsible for instructing a particular course.
- 1.2.6 Regular Class Day. Any day, Monday through Friday, on which the University holds regularly scheduled classes, or regularly scheduled final examinations, except for Intersession classes.

1.2.7 Student's Dean. The Dean of the College to which the student has been admitted.

1.3 RESPONSIBILITY FOR KNOWING THE CODE

It is the responsibility of each instructor and each student to be familiar with the definitions, policies, and procedures concerning academic misconduct, and unfamiliarity with the Code shall not alter any rights or responsibilities provided herein.

2 REPORTING ACADEMIC MISCONDUCT

2.1 WHO MAY FILE

Any University administrative, faculty, or staff member may bring a complaint of academic misconduct by submitting a written report as provided hereafter. Students who identify an act of academic misconduct should report that act to an administrative, faculty, or staff member so that a complaint may be filed.

2.2 INVESTIGATION OF MISCONDUCT

Before imposing a grade penalty or filing a complaint of academic misconduct, the faculty or staff member ~~may~~ shall initiate a preliminary inquiry to determine whether misconduct has occurred. During the course of this inquiry the faculty or staff member may discuss the matter with the student suspected of misconduct and with others who may have relevant information. ~~The faculty or staff member should not promise to take or refrain from taking any action, except for the filing in good faith of an academic misconduct complaint, to induce a student's participation in the inquiry. Under no circumstances should a faculty or staff member agree to refrain from investigating possible academic misconduct, to refrain from filing a complaint, or to withdraw a complaint once made in exchange for the student's acceptance of any penalty, including without limitation grade reduction or additional assignments.~~

2.3 ACTION BY INSTRUCTOR: ADMONITION

2.3.1 An instructor may conclude that an incident that meets the definition of misconduct under sec. 1.2.1 nevertheless merits an admonition rather than a disciplinary penalty as defined in Section 7 of this Code. In particular, an instructor might conclude (but is not required to conclude) that the incident is more appropriately treated as an instructional rather than a disciplinary matter. When the instructor concludes that an admonition is the more appropriate action, the instructor may elect to reduce a student's grade and/or require additional, remedial academic work without first filing a charge of academic misconduct, subject to the following limitations and conditions:

(A) The admonition option is intended for assignments and examinations that do not involve a semester-long activity and the incident in question is not of an egregious nature. The instructor may not use the admonition option for an incident of misconduct on a final examination, a term paper or project, an examination that determines the status of graduate students (e.g. qualifying, candidacy, general, comprehensive and certification examinations and defenses of theses and dissertations), a master's thesis, or a doctoral dissertation;

(B) An instructor who elects to use the admonition option may impose no grade reduction greater than loss of all credit for the assignment; and,

(C) An instructor who elects to use the admonition option must do the following before imposing the grade reduction or other requirement: (1) inform the student of the nature of and basis for the misconduct; (2) give the student an opportunity to explain; (3) admonish the student and explain the grade reduction or other requirement to be imposed; (4) where appropriate, instruct the student to resolve any confusion the student may have had regarding what constitutes proper academic conduct; and (5) inform the student how to appeal the decision. Notice of procedures for appeal shall be provided in writing; such notice shall be presumed adequate if provided in the course syllabus with a reference to the information published by the Provost on the consequences of accepting the admonition and the procedures for appeal.

2.3.2 Unless the Provost imposes a disciplinary penalty as described below, a student who accepts an admonition and resulting grade reduction under this subsection shall not be deemed to have admitted guilt for an act of academic misconduct; provided, the record of the admonition may be used in any subsequent academic misconduct proceeding, as appropriate, to establish the student's prior familiarity with the fundamental rules of academic integrity.

2.3.3 The instructor shall notify the Campus Judicial Coordinator of the incident, ordinarily within 15 regular class days of discovery. The Campus Judicial Coordinator shall forward notice of the incident to the budget dean, the student's dean, and the Provost, ordinarily within 15 class days of receipt of notice from the instructor.

2.3.4 In cases of repeated offenses or otherwise as appropriate, the Provost may announce a disciplinary penalty as provided in section 7. Prior to imposing such a sanction the Provost shall send notice to the student via the Campus Judicial Coordinator, ordinarily within 15 class days of receipt of notice from the budget dean but in no case more than 45 regular class days after discovery of the incident. Notice of the Provost's intent to impose a sanction shall be treated as a "complaint" for purposes of notice and hearing as provided in Sections 3 and 4 of this Code, and the disciplinary penalty shall not be imposed until the student is permitted the opportunity to respond as provided in sections 4 and 5 of this Code.

2.3.5 The student may contest the admonition by contacting the Campus Judicial Coordinator within fifteen (15) regular class days from the date of the instructor's notice to the student and scheduling a meeting as provided below in Section 3. Provided, where the Provost announces a disciplinary penalty, the student may contest the complaint and any fact alleged therein by contacting the Campus Judicial Coordinator within fifteen (15) regular class days of receiving notice of the proposed disciplinary penalty, notwithstanding the student's prior acceptance of the admonition. If the admonition or complaint is contested, the student retains all rights afforded under this Code to any student against whom a complaint is filed, including without limitation the right to representation, hearing, appeal, and the assignment of a neutral grade while the matter is pending.

2.32.4 NOTIFICATION OF BUDGET DEAN, STUDENT'S DEAN, OR DIRECTOR OF ADMISSIONS THE CAMPUS JUDICIAL COORDINATOR

All complaints shall be made in writing, ordinarily within fifteen regular class days of discovery, as follows: to the Campus Judicial Coordinator. Complaints shall include the name of the student, the class in which the misconduct occurred if applicable, the date on which the incident was discovered, a brief description of the incident, and the grade penalty to be imposed if applicable.

- (a) If the misconduct involves a particular course, the complaint shall be made to the Budget Dean and, if filed by an instructor, shall include the grade penalty to be imposed if the allegation proves correct, although the penalty may be changed for good cause at any time prior to implementation;
- ~~(b) If the misconduct involves more than one college or no particular class (e.g., misconduct involving admission to the college, graduate theses, etc.) the complaint shall be made to the Student's Dean.~~
- ~~(c) If the misconduct arises in an attempt to be admitted to the University, the complaint shall be made to the Director of Admissions.~~

3 NOTICE TO THE STUDENT

~~3.1 NOTIFICATION OF CAMPUS JUDICIAL COORDINATOR~~

~~Within fifteen (15) regular class days of receipt, the appropriate dean or director (as provided in Section 2.2) shall send written notice of the complaint to the Campus Judicial Coordinator, describing the alleged act and the grade penalty, if any, determined by the instructor.~~

3.2 3.1 NOTIFYING THE STUDENT

Ordinarily Wwithin fifteen (15) regular class days of receipt from the complaining party, but in no event more than thirty (30) regular class days from discovery of the incident, the Campus Judicial Coordinator shall notify the student of the complaint in writing which shall be served on the student in person or by mail.

3.2.1 3.1.1 CONTENTS OF NOTICE

The notice shall include a summary of the allegations, notification of the mandatory meeting described in Section 4.1, and a description of the student's right

- (a) to a hearing with adequate notice; and
- (b) to have counsel by an attorney at the student's expense or to seek counsel at no cost from the University of Oklahoma Student Association (UOSA); and to refrain from further discussing the matter or from making any further statement regarding the matter.

3.2.2 3.1.2 RECEIPT OF NOTICE BY MAIL

When service is by mail, the Campus Judicial Coordinator shall enclose the notice of charges in an envelope, postage prepaid, and mail the letter by certified mail, return receipt requested, to the student at the student's permanent or local address (as appropriate) on file in Admissions and Records. When the above steps have been taken, the return receipt, whether signed or not, shall be deemed sufficient evidence that the student has been properly served and it shall be presumed that the student has received and read the notice.

3.3 SCHEDULING OF CONFERENCE WITH CAMPUS JUDICIAL COORDINATOR

Within two (2) regular class days of the date of service, the student shall contact the Campus Judicial Coordinator and schedule a conference to discuss the matter as provided in § 5.1.

3.4 DEFAULT

If the student fails to respond within the prescribed time or fails to meet as directed, the student shall be in default and thereby waives the right to all University hearings, appeals, and challenges. In the event of a default at this point, the Campus Judicial Coordinator shall notify the student's dean, who shall confirm imposition of grade sanctions and make recommendations for disciplinary sanctions.

3.5 CONTINUED ENROLLMENT PENDING RESOLUTION

A student may continue his or her regular enrollment in the University pending administrative resolution of misconduct allegations. However, while a question of academic misconduct exists, a student may not graduate or receive a transcript without approval of the Senior Vice President and Provost or his or her designee, and any transcript released during such period shall bear a notation that academic misconduct proceedings are ongoing.

4 RESPONSE BY STUDENT

4.1 CONFERENCE BETWEEN STUDENT AND THE CAMPUS JUDICIAL COORDINATOR

A student charged with academic misconduct shall meet with the Campus Judicial Coordinator or his or her designee. The Campus Judicial Coordinator shall describe the academic misconduct process, possible sanctions, and the student's rights and responsibilities under this Code. At the conclusion of the conference, the student may:

- (a) deny the charges--If the student denies the charges and wishes a hearing to contest them, the student must submit a written request for such a hearing to the Campus Judicial Coordinator within ~~two (2)~~ fifteen (15) regular class days of the conference with the Coordinator. The Campus Judicial Coordinator shall forward the request to the appropriate college within fifteen (15) regular class days. Failure to request a hearing within the prescribed time shall waive the student's right to any University hearings, appeals, or challenges of the charges or of any sanctions imposed as a result of the academic misconduct.
- (b) admit the charges--If the student admits to the charges, the Campus Judicial Coordinator will inform the student's dean, the budget dean, and the instructor; also, the chair of the instructor's academic unit, where applicable. The instructor shall thereafter impose grade sanctions, and the student's dean shall make his or her recommendation for further sanctions, if any. Provided, however, that if the student admits to the charges but wants to confer with the dean or to submit written statement concerning extenuating circumstances affecting disciplinary sanctions, the student may do so only if done within five (5) regular class days of the date of admission of the charge. Failure to do so within the five (5) regular class days will result in the dean making his or her recommendation without such information.

4.2 OPTIONAL MEETING BETWEEN STUDENT AND PERSON INITIATING THE CHARGE

Nothing herein is intended to preclude the student from discussing the incident with the person initiating the charge, if that person agrees; in fact, such a discussion is encouraged. However, once a charge is filed, such a meeting should be scheduled only after conferring with the Campus Judicial Coordinator, who will arrange the meeting if agreeable to the parties involved. It should be understood that any such meeting shall not extend the period of time for requesting a hearing.

If, after the student meets with the charging party, the student wishes:

- (a) To contest the charges and has not already done so, the student must comply with the requirements for submitting the written request to the Campus Judicial Coordinator, as set forth in Section 4.1(a) above.
- (b) To admit to the charges and has not already done so, the student may do so by so informing the Campus Judicial Coordinator, who will then initiate the action as outlined in Section 4.1.b above.

4.3 WITHDRAWAL OF CHARGE

It should be understood that the person initiating the charge of academic misconduct may withdraw the charge at any time prior to commencement of a hearing by the AMB or, if no hearing is held, imposition of a final sanction. This is effected by sending written notice to the dean who notified the Campus Judicial Coordinator of the charge in the first place. That dean shall then inform, in writing, the Campus Judicial Coordinator and any others who need to know that the charge has been withdrawn.

5 ACADEMIC MISCONDUCT HEARINGS

5.1 ACADEMIC MISCONDUCT BOARDS

Each college shall establish an Academic Misconduct Board (AMB) consisting of two students and three members of that college's faculty to hear each case. Membership of the Board shall be drawn from a pool of faculty and students. The faculty members of the AMB and the terms for all members shall be determined by the faculty of the college. Student members shall be appointed or selected from nominations submitted by appropriate student organizations. When an AMB cannot be constituted from the existing pool, the dean of the college may approve faculty and students from within or outside the college to serve as ad hoc AMB members. An AMB may be assisted by a non-voting faculty or staff person appointed by the dean of the college who shall exercise responsibility for the Board in administrative matters, such as scheduling of cases, notification of hearings and decisions, and maintenance of records.

5.2 WHICH BOARD SHALL HEAR THE CASE

In a case in which a hearing has been requested, the facts of the case shall be determined by the Academic Misconduct Board (AMB) of the college in which the department offering the course is budgeted. If no particular course is involved, the case shall be heard by the AMB of the college in which the student is enrolled or the AMB chosen by the student's dean when the student is not enrolled in a degree-recommending college.

Cases involving graduate-level theses, dissertations, or qualifying comprehensive examinations shall be heard by the AMB of the Graduate College.

5.3 SCOPE OF HEARING

The focus of inquiry shall be the guilt or innocence of those accused of academic misconduct. The board will consider the information and arguments presented, make findings of facts of matters in dispute, and determine whether the student did engage in academic misconduct. The board will also hear all evidence and argument concerning extenuating circumstances that may affect decisions about what disciplinary sanctions, if any, might be imposed.

5.4 HEARING PROCEDURES

- (a) Once a request for a hearing has been received by the College, the AMB shall convene within twenty (20) regular class days, excluding Intersession, except that the Senior Vice President and Provost or his or her designee may grant extensions of this time upon receipt of a request from the student, the complainant, or the college responsible for holding the hearing. No faculty member shall be obligated to participate in a hearing scheduled outside the faculty member's appointment period.
- (b) If the Provost grants the request, release of transcripts during the extension shall be permitted as follows:
 - (1) If the request was made by the student, the provisions of section 3.5 regarding graduation and the release of transcripts shall remain in effect.
 - (2) If the request was made by the complainant or the college, notwithstanding the provisions of section 3.5, during the extension period the student may receive transcripts without notation of the pending case.
- (c) Written notification of a hearing must be distributed at least five (5) regular class days in advance of the hearing date, and should include:
 - (1) The authority for the hearing and the hearing body;
 - (2) Reference to the specific rule or rules involved;
 - (3) Date, time, nature, and place of the hearing;
 - (4) A brief factual statement of the charges and issues involved.
- (d) Students who fail to appear after proper notice will be deemed to have pled guilty to the charges against them.
- (e) Parties must provide, upon request by College, the Board or the opposing party, the name of any counsel who will be present at the hearing and a list of witnesses to be called in the hearing, along with the nature of their expected testimony, and must allow examination of any documents to be submitted in the hearing. Failure to disclose such information in a reasonable and timely manner may be grounds for delaying the hearing, suspending the provisions of this section concerning transcripts and graduation, and, in the case of repeated or egregious noncompliance, dismissing the case or declaring guilt by default. The college holding the hearing may adopt such other procedural rules as it deems necessary and proper to expedite hearings and promote fairness.
- (f) Hearings will be closed to the public and shall be confidential, although an open hearing may be held at the discretion of the AMB, if agreed by all parties.
- (g) The presiding officer of each board shall exercise control over the hearing to avoid needless consumption of time and to prevent harassment or intimidation.
- (h) Hearings shall be tape recorded.

- (i) At the beginning of the hearing, any party may challenge any board member, one at a time, on the grounds that he or she is unable to give the student a fair and impartial hearing. The remaining members of the hearing body shall decide the challenge by secret ballot. However, if the entire board is challenged, the entire board shall rule on the challenge. The hearing will continue if at least two faculty members and one student remain.
- (j) Witnesses shall be asked to affirm that their testimony is truthful.
- (k) Prospective witnesses other than the complainant and the student may be excluded from the hearing during the testimony of other witnesses. All parties, the witnesses, and the public shall be excluded during board deliberations.
- (l) The burden of proof shall be upon the complainant, who must establish the guilt of the respondent by a preponderance of the evidence.
- (m) Formal rules of evidence shall not be applicable in these proceedings. The presiding officer of each board shall give effect to the rules of confidentiality and privilege.
- (n) The board shall not receive or consider arguments about the legality of any provision under which a charge has been brought or the legality of the procedures under which the hearing is proceeding. Such questions should be presented in writing to the Senior Vice President and Provost.
- (o) All parties shall have reasonable opportunity to question witnesses and present information and argument deemed relevant by the board.
- (p) Final decisions of all AMBs shall be by majority vote of the members present and voting. The final decisions shall contain a written statement setting forth with reasonable particularity, findings of fact, the decision on each of the charges, its recommendations for disciplinary sanctions, and the reasoning behind these decisions. These materials shall be transmitted as described in section 5.5, together with the AMB's record of the proceedings and a summary.
- (q) Depending upon the gravity of the case, the board, at its discretion, may require the parties to submit written briefs and responses, including supporting documents, setting forth the respective positions dealing with all issues.

5.5 RESULTS OF THE HEARING

5.5.1 DISMISSAL OF CHARGES BY THE AMB

If the AMB finds that the facts do not support the allegation, the charges will be dismissed. The chair of the AMB shall transmit the decision in writing to the appropriate deans and the Campus Judicial Coordinator within fifteen (15) regular class days of the conclusion of the hearing. All other AMB records of the case shall be destroyed after twenty (20) regular class days of such transmittal. The Campus Judicial Coordinator shall then notify the student in writing of the decision of the AMB. The matter is then ENDED.

5.5.2 WHEN FACTS SUPPORT ALLEGATIONS AGAINST THE STUDENT

5.5.2.1 AMB ACTION

If the AMB finds that the facts support the allegations against the student, the student shall be found guilty. After a finding of guilt, it is the duty of the AMB to recommend appropriate disciplinary sanctions. Some relevant factors the AMB may consider in determining a sanction recommendation include, but are not limited to:

- (a) The facts that have been presented to the AMB at the hearing;
- (b) Any mitigating or extenuating circumstances that have been presented by any party during the hearing;
- (c) Prior academic misconduct on the part of the student.

After weighing all factors it considers relevant, the AMB shall recommend disciplinary sanctions to the student's dean. The AMB's findings and recommendations shall be made in writing within fifteen (15) regular class days of the conclusion of the hearing.

5.5.2.2 DEAN'S ACTION

- (a) Based upon the facts of the case and any relevant factors, the student's dean shall determine if any disciplinary sanction is to be recommended to the Senior Vice President and Provost. If the recommendation of the student's dean differs from that of the AMB, the dean shall provide in writing the reasoning for his or her recommendation.
- (b) The student's dean shall, within fifteen regular class days of receipt of the AMB's report, send to the Senior Vice President and Provost in writing:
 - (1) the AMB's record of proceedings, including a summary if a hearing was held;
 - (2) the written decision and recommendation of the AMB holding such a hearing; and
 - (3) the dean's recommended sanction.
- (c) Within fifteen regular class days of receipt of the AMB's report, the student's dean shall also notify the appropriate parties of the AMB's findings and recommendations. These parties may include the student, the counsel for the student (if any), the budget dean, (if different from the student's dean), the faculty or staff member who notified the budget dean of the incident, the counsel for the University, and the Campus Judicial Coordinator.

6 GRADE PENALTIES

6.1 IMPOSITION OF GRADE PENALTIES

An instructor has an obligation to impose grade penalties once the charge is upheld. These penalties may include, but are not limited to:

- (a) Requiring the student to complete a substitute assignment or examination.
- (b) Awarding the student a failing grade on the examination or paper or on those portions of it on which he or she was engaged in academic misconduct.

- (c) Lowering the student's final grade in the course or award a failing grade of "F".

The weight of the grade penalty as calculated in the final grade may exceed the weight of the work in which the misconduct occurred.

6.2 APPEAL

Grade sanctions may not be appealed except under Title 14 of the Student Code, "Academic Appeals."

7 DISCIPLINARY SANCTIONS

The disciplinary sanctions noted below may be recommended by the AMB and/or the student's dean to the Senior Vice President and Provost. The examples are illustrative of each category of disciplinary sanctions, are not intended to be totally inclusive, and omission of a particular act shall not be construed as indicating that such an act is acceptable or appropriate. Furthermore, the acts described do not need to result in the disciplinary sanctions noted if judgments suggest otherwise.

7.1 CENSURE

A written reprimand for violation of acceptable standards of academic conduct. This action takes formal notice of the student's act of academic misconduct and provides a formal warning that a further act of academic misconduct will result in far more severe action. Censure shall not be noted on a student's transcript, but will be noted in the Student Affairs Office. Records of censures shall not be released outside the University except as required by law. Copies of the letter of censure shall be provided to the student, the Student Affairs Office, the student's dean, the budget dean (if different than the student's dean), and, if applicable, the chair of the department in which the course is taught, and the instructor.

The sort of academic misconduct which might result in censure might be a case in which a student has copied on an examination and in which it seems that the cheating was the result of momentary panic. There would be no reason to suppose that the student had planned to cheat and there would be no prior record of academic misconduct.

7.2 COMMUNITY SERVICE ALTERNATIVE

In appropriate cases, a student may be allowed to perform voluntary community service in lieu of suspension and may, upon satisfactory completion, receive a lesser sanction. No student may be compelled to perform community service as part of any sanction imposed under this Code. In the event that a student accepts a community service alternative, the terms and duration of such service shall be approved by the Senior Vice President and Provost.

The sort of academic misconduct which would result in the offer of the community service option would be a case in which mitigating factors counsel against the imposition of a limited notation suspension.

7.3 LIMITED NOTATION SUSPENSION

Suspension from classes and other privileges for a period of not less than one full session. During this period, the student will not be allowed to earn credits for transfer to the University of Oklahoma from any other institution. Any credits earned at another institution during a period of suspension shall not be recorded in the student's OU transcript and shall not count in any manner. A notation of suspension for academic

misconduct shall be made on the student's transcript. However, in the case of limited notation, such transcript notation shall be removed upon the student's graduation from the University or four years from the date of the suspension, whichever comes first.

The sort of academic misconduct that might result in limited notation suspension might be a case of classroom cheating involving some prior planning, or some cases of plagiarism in which it seems that the plagiarism may have occurred partially because of mitigating circumstances.

7.4 PERMANENT NOTATION SUSPENSION

Suspension from classes and other privileges for a period of not less than one full session. During this period the student will not be allowed to earn credits for transfer to the University of Oklahoma at any other institution. Any credits earned at another institution during a period of suspension shall not be recorded in the student's O.U. transcript and shall not count in any manner. A notation of suspension for academic misconduct shall be made on the student's transcript. In the case of permanent notation, there will be no time limit to such transcript notation.

The sort of academic misconduct which might result in permanent notation suspension might be a case in which knowing and substantial plagiarism has occurred, or a case of classroom cheating in which it is determined that extensive collaboration or planning was involved, or other cases substantially involving one or more aggravating factors such as planning, collaboration, or concealment.

7.5 EXPULSION

Termination of student status for an indefinite period, usually intended to be permanent. A notation of expulsion for academic misconduct shall be made on the student's transcript. Such notation shall be a permanent notation. If a student is reinstated after an expulsion, it is only after a complete reconsideration of his or her case.

The sort of academic misconduct which might result in expulsion might be a case in which: the student has been involved in a prior incident of academic misconduct; the student has submitted to the University forged documents such as transcripts; a student has taken someone else's examinations or arranged for someone else to take his/hers; commercial term papers have been submitted; examinations, grade books, grade sheets, or other instructor possessions have been stolen, copied, or otherwise utilized; or destruction of the academic work of others or intimidation has been used in an attempt to influence the academic process.

7.6 RECORDS OF SANCTIONS AND ADMONITIONS

Records of ~~sanctions~~ shall be maintained as follows:

- (a) Records admonitions and the sanction of Censure shall be maintained for four years, subject to review as provided in part (c) of this section. Records of grade penalties shall be maintained permanently.
- (b) Records of disciplinary sanctions other than Censure shall be maintained permanently, subject to review as provided in part (c) of this section.
- (c) Students and former students who have received a disciplinary sanction for academic misconduct may at any time request that the record be removed from their student file. This is an extraordinary step requiring a showing of good cause by the student. The request, along with the reasons therefor, must be submitted in writing to the Senior Vice President and Provost.

7.7 DETERMINATION OF DISCIPLINARY SANCTION AND ITS IMPLEMENTATION
It shall be the responsibility of the Senior Vice President and Provost to review the materials sent by the student's dean and to determine and implement the appropriate action and disciplinary sanctions.

Implementation of the appropriate action or disciplinary sanctions by the Senior Vice President and Provost shall end the process. The Senior Vice President and Provost shall attempt to inform the student in writing of the action being taken. A letter to the student at the address last provided the University by the student shall be sufficient to meet this requirement. Copies of the letter may also be provided other parties who have a legitimate need to know of the action.

8 POST-SANCTION PROCEDURES

8.1 GROUNDS FOR APPEAL

The decision of the AMB as to the facts shall be final and not appealable within the University; unless

- (a) it can be established that specified procedural irregularities were so substantial as to effectively deny the student a fair hearing; or
- (b) new and significant evidence becomes available which could not have been discovered by a reasonably diligent student before or during the original hearing.

8.2 APPEAL PROCEDURES

Appeals based on procedural irregularities or new evidence shall be made in writing to the Senior Vice President and Provost. Consideration of such appeals may be made by the Senior Vice President and Provost upon the basis of written statements and such other evidence as the Senior Vice President and Provost may require. Harmless deviations from prescribed procedures may not be used to invalidate the decision or proceeding.

Technical departures from these procedures and errors in their applications shall not be grounds to withhold disciplinary action unless, in the opinion of the Senior Vice President and Provost, the technical departure or errors were such as to have prevented a fair determination of the issues.

8.3 REHEARING AND PETITION FOR REVIEW

~~For questions of rehearing, see the Oklahoma Administrative Procedures Act, Section 347.~~ In all cases, the President and the Board of Regents of the University reserve the right to review, at their discretion, any decision of a hearing body for manifest error or inequity.

9 ACADEMIC MISCONDUCT IN OFF-CAMPUS COURSES

The principles of academic integrity, due process, and confidentiality apply fully in all courses offered by any Norman Campus academic unit. When an allegation of academic misconduct arises in a course in which instruction is primarily given or received in a place other than the Norman Campus, procedures shall be employed which protect the rights of all parties as provided by law, the Faculty Handbook, and the Student Bill of Rights. The definition of academic misconduct in such classes and the procedure for filing a charge shall be the same as those for the Norman Campus. Procedures for notification, hearing, appeal, and sanction shall be determined and published by the

Senior Vice President and Provost. Such procedures shall provide a charged student with a reasonable opportunity to employ the Norman Campus procedures on the Norman Campus, provided that all travel and related costs shall be borne by the student.

President Boren recommended the Board of Regents approve revisions to the Academic Misconduct Code.

Regent Stuart moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

ACQUISITION OF SPECIAL DATABASES AND ACCESS TO THE ONLINE COMPUTER LIBRARY WORLDCAT DATABASE – NC

The OCLC Worldcat Database is a unique network being utilized by the University Library System for the cataloging of all titles contained within the library system. Amigos is the regional network access to this database and is utilized by all the regional southwest library systems. The University Libraries also utilizes the Amigos network for special bibliographic utilities. Amigos offers this service with membership to the OCLC Worldcat Database.

Amigos, representing a consortium of libraries within the southwest region, is able to provide bibliographical services to its membership at greatly reduced prices. Pricing offered to the University is lower than or equal to those paid by other academic libraries of similar size.

Funding has been identified and is available from University Libraries.

President Boren recommended the Board of Regents authorize the President or his designee to award a contract in the amount of \$375,000 per year, to Amigos Library Services of Dallas, Texas, on a sole source basis, for access to the OCLC Online Computer Library Center, Inc. Worldcat Database and special databases, for the one-year period beginning July 1, 2003, with option to renew at equivalent pricing for four additional one-year periods.

Regent Clark moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

LIBRARY ACQUISITION OF SPECIAL MICROFORM PUBLICATIONS AND DISSERTATIONS – NC

Proquest is the sole provider of access to special microform publications and dissertations. Proquest is the only distributor for these special microform publications.

Pricing provided to the University for the services and products required are equivalent to prices paid by other academic libraries of comparable size.

Funding has been identified and is available from University Libraries.

President Boren recommended the Board of Regents authorize the President or his designee to award a contract in the amount of \$300,000 per year, to Proquest Information and Learning Corporation of Detroit, Michigan, on a sole source basis, for the acquisition of special microform publications and dissertations, for the one-year period beginning July 1, 2003, with option to renew at equivalent pricing for four additional one-year periods.

Regent Everest moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

LIBRARY ACQUISITION OF RARE AND DIVERSE FOREIGN PUBLICATIONS - NC

Rare and diverse foreign publications are particularly difficult to obtain. The Otto Harrassowitz Publishing Company has proven to be the only provider capable of acquiring these types of publications. Otto Harrassowitz Publishing Company has also proven over the years to be consistent and accurate in providing the complex customer support needed for the claiming and invoicing of these foreign publications.

Pricing offered to the University is lower than or equal to those paid by other academic libraries of similar size.

Funding has been identified and is available from University Libraries.

President Boren recommended the Board of Regents authorize the President or his designee to award a contract in the amount of \$180,000 per year to Otto Harrassowitz Publishing Company of Wiesbaden, Germany, on a sole source basis, for the acquisition of rare and diverse foreign publications, for a one-year period beginning July 1, 2003, with option to renew at equivalent pricing for four additional one-year periods.

Regent Clark moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Austin, Clark, Stuart and Weitzenhoffer. Regent Everest was out of the room at the time of the vote. The Chair declared the motion unanimously approved.

STUDENT CODE REVISION

PROPOSED REVISIONS:

TITLE 11 Housing

1.2 Regents' policy provides that certain students are required to live in University housing. All single freshmen students under 20 years of age must live in a University residence hall for the academic year EXCEPT those who have earned 24 or more hours of college credit in residence or have already lived in University residence halls for two semesters. Exception from this policy is by special permission only, granted in writing by the Vice President for Student Affairs, or his/her delegate(s). Application for special permission must be made to the Housing and Food Services Office, Room 126, Walker Center, prior to the beginning of each semester. Special permissions are granted for a period of one semester only and are subject to review prior to renewal.

TITLE 13 The University Discipline System

3.2.j Campus disciplinary councils (CDC's) may admit and give probative value to evidence commonly accepted by reasonable people. They shall give effect to the rules of privilege recognized by law. No greater exclusionary effect shall be given any such rule or privilege than would obtain in an action in court. They may exclude incompetent, irrelevant, immaterial and unduly repetitious evidence. Objections to evidentiary offers may be made and shall be noted in the record.

The CDC shall also have the power to subpoena students to appear as witnesses and to instruct the Judicial Coordinator to file disciplinary charges against a student who fails to comply with a subpoena for violation of Title 16.4 of this Code. If the testimony of an administrator, faculty member or staff member is determined by the CDC having jurisdiction in the case, to be essential to the disposition of the case, the following procedure shall be followed:

- (1) The CDC shall request the appearance of such witness.
- (2) If the witness refuses to appear, the CDC having jurisdiction of the case shall send a request for the witness' appearance to the University President. If the University President determines the witness' testimony is essential to the disposition of the case, he or she shall request the witness to appear.

TITLE 16 Prohibited Conduct

.29 All forms of sexual misconduct including (1) sexual assault, which includes non-consenting and forced sex acts: the type of force includes physical violence, coercion, threat of harm, or administering any substance to intentionally materially impair an individual for the purpose of sexual contact; (2) sexual abuse, which is attempting or making non-consensual sexual contact, including but not limited to, fondling against the individual's will or in circumstances where the individual is unable to give consent by reason of incapacity or age; and (3) obscene or indecent behavior which includes, but is not limited to, exposure of one's sexual organs with the intent to offend others.

TITLE 11 Housing

This amendment to Title 11.1.2 clarifies issues pertaining to the Regent's policy requiring freshmen to live in the residence halls.

The Regents' policy under "University Community Section 7" does not include the words "or in University approved fraternity or sorority housing". Striking the words: "or in University approved fraternity or sorority housing" will eliminate confusion. As written, it could be interpreted as to give the student the option to select "University residence hall" OR "University approved fraternity or sorority housing." Removing that clause and rephrasing the actual language of the Regents' policy should eliminate all doubt regarding the intent of this policy.

TITLE 13 The University Discipline System

This amendment to Title 13.3.2.j puts the same procedures in place for campus disciplinary councils as exist for campus disciplinary boards, allowing them to subpoena witnesses.

The Rules of The University of Oklahoma Campus Disciplinary Councils have procedures in place for the CDC to issue subpoenas and orders that compel students to appear. The rules do not address the testimony of other members of the University community who may be essential to the disposition of the case. This language does appear in the Code in respect to Campus Disciplinary Boards. Clear and convincing evidence is required in cases that could result in suspension or expulsion. In order to meet this standard of proof, CDC's must have the authority to compel all witnesses necessary to the disposition of the case to appear.

TITLE 16 Prohibited Conduct

The addition of Title 16.29 brings the Student Code in line with other University policies for the prohibition of sexual misconduct.

This revision adds consistency to University policies. The University has a grievance procedure in place for complaints based upon sexual harassment, sexual assault and consensual sexual relationships. The Division of Student Affairs also has a Sexual Assault Response Protocol to provide immediate intervention for the safety and welfare of a survivor of sexual assault. Students who face allegations of sexual assault, sexual abuse or indecent behavior are currently charged under Titles 16.3 (Physical Abuse), 16.21 (Mental Harassment) and 16.25 (Violation of local, State or federal laws). The addition of Title 16.29 will provide a more distinct definition of prohibited conduct as a clear indication that the University will not tolerate behavior of this nature.

President Boren recommended approval of the revision of The University of Oklahoma Student Code of Responsibilities and Conduct for the Norman Campus, as presented above, to amend Titles 11.1.2, 13.3.2.j, and 16.29.

Regent Bentley moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Austin, Clark, Stuart and Weitzenhoffer. Regent Everest was out of the room at the time of the vote. The Chair declared the motion unanimously approved.

BOARD OF REGENTS' RESOLUTION CONCERNING MANAGEMENT OF THE UNIVERSITY'S CLASSIFIED DEFENSE INFORMATION PROGRAM

The University of Oklahoma is seeking reinstatement of a "Secret" Facility Clearance to allow University personnel to work with governmental agencies on national security-sensitive projects. Since several researchers routinely work on classified contracts, it is important that the University reinstates and maintains its facility clearance. In connection with the facility security clearance process, certain individuals who exercise control over the management of the facility must be processed for a personal security clearance. The governing federal regulations are outlined in the National Industrial Security Program Operation Manual (NISPOM). The regulation allows universities to determine which management officials must be processed for personal clearances.

Each member of the Board of Regents in a position to require access to classified information may be processed for a personal security clearance.

The Board of Regents may designate a Managerial Group that is entrusted with the responsibility to adhere to the federal regulations governing access to classified information. In this case, while each member of the Managerial Group must possess a personal security clearance, the members of the Board of Regents may be excluded from the process for a security clearance, and by appointing a Managerial Group, members of the Board of Regents also agree that they

- do not require, shall not have and can be effectively excluded from access to all classified information disclosed to The University of Oklahoma.
- will not implement policies that would cause the Managerial Group to violate federal regulations, policies and/or practices dictated by the NISPOM.

**RESOLUTION TO EXCLUDE
KEY MANAGEMENT PERSONNEL AND DIRECTORS**

I, CHRIS A. PURCELL, do hereby certify that I am the Executive Secretary of the Board of Regents of The University of Oklahoma, organized and existing under the laws of the State of Oklahoma, and that the following is a true and correct copy of a resolution adopted by the Board of Regents of said University at a meeting held in Lawton, Oklahoma, on June 24, 2003, at which time a quorum was present.

WHEREAS, current Department of Defense Regulations contain a provision making it mandatory that the Chairman of the Board and all principle officers meet the personal clearance requirements established for a contractor's facility clearance; and,

WHEREAS, said Department of Defense Regulations permit the exclusion from the personal clearance requirements certain members of the Board of Regents and other officers, provided that this action is recorded in the minutes.

BE IT RESOLVED that the following named persons shall constitute the "Managerial Group" for The University of Oklahoma as described in the National Industrial Security Program Operating Manual (NISPOM).

David L. Boren – President
Nancy Mergler – Senior Vice President and Provost, Norman Campus
W. Arthur Porter – University Vice President for Technology Development
Susan Wyatt Sedwick – Executive Director, Office of Research Services & Facility Security Officer

NOW THEREFORE BE IT DECLARED that the members of the Managerial Group do possess the required personnel security clearance.

BE IT RESOLVED that in the future, when any individual enters upon any duties as Chairman of the Board or as one of the principle officers of the Managerial Group, such as President, or anyone occupying a similar position, such individual shall immediately make application for the required security clearance; and,

BE IT RESOLVED FURTHER that the following members of the Board of Regents shall not require, shall not have, and can be effectively excluded from access to all classified information in the possession of the University and do not occupy positions that would enable them to affect adversely policies or practices in the performance of classified contracts for the Department of Defense or the User Agencies of the National Industrial Security Program:

G.T. Blankenship, Chairman, Board of Regents
Stephen F. Bentley, Vice Chairman, Board of Regents
Christy Everest, Regent
Paul D. Austin, Regent
Tom Clark, Regent
Jon R. Stuart, Regent

A. Max Weitzenhoffer, Regent
Chris A. Purcell, Vice President for University Governance and Executive
Secretary, Board of Regents

The authority and responsibility of any individual named herein shall cease immediately upon cessation of his or her appointment to and service in the position designated herein.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of The University of Oklahoma, this _____ day of _____, _____.

CHRIS A. PURCELL
Vice President for University Governance and
Executive Secretary of the Board of Regents,
The University of Oklahoma

President Boren recommended adoption of a new Resolution to Exclude Key Management Personnel and Directors.

Regent Stuart moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

NATIONAL WEATHER CENTER - NC

The National Weather Center project has been approved by the Board of Regents and included in the Campus Master Plan of Capital Improvement Projects since 1998. The current total project budget, as approved in both 2002 and 2003, is \$67 million. At the September 2002 meeting, the Board approved the design development phase plans for the project. The new facility will provide expanded and improved space for the programs of the School of Meteorology and several of its weather related research units. In addition, space will be provided for a variety of the weather-related research programs of the National Oceanic and Atmospheric Administration (NOAA) to be co-located in the facility. The project will include academic, research and office space and will make vacated space in the Sarkeys Energy Center available to other Energy Center research programs and College of Geosciences and College of Engineering departments.

I. AWARD CONTRACT FOR CONSTRUCTION

On June 3, 2003, construction bids for the National Weather Center were received from four firms. The bids have been evaluated by the project architects, Beck+LAN/Daly, Joint Venture, and the following representatives of the University administration:

John Snow, Dean, College of Geosciences
Michael Moorman, Director, Architectural and Engineering Services
David Nordyke, Assistant Director, Architectural and Engineering Services

It is recommended that a contract in the amount of \$40,316,000 be awarded to Oscar J. Boldt Construction of Oklahoma City, the low bidder, as follows:

Base Proposal	\$ 39,000,000
Alternate No. 1, FM-200 Fire Suppression System	80,000
Alternate No. 2, Upper Air Inflation Building	138,000
Alternate No. 3, Monumental Stair	450,000
Alternate No. 5, Upgrade Retaining Walls	275,000
Alternate No. 6, Upgrade Service Yard Walls	215,000
Alternate No. 7, Heavy-duty Asphalt Paving	65,000
Alternate No. 8, North Skylight	<u>93,000</u>
Total Proposed Contract Amount	\$ 40,316,000

II. SIGN THE AGREEMENT

State statutes allow change orders to be issued for up to ten percent of the construction cost for projects costing greater than one million dollars. Board approval of this phase of the project will authorize the President or his designee to sign the Agreement for Construction and will allow issuance of necessary change orders of up to ten percent of the contract amount, within project budget limitations.

The estimated total cost for the project is \$67,000,000. It is anticipated that the University's share of the project costs will be funded from previous State appropriations in the amount of \$22,700,000, and additional State funds in the amount of \$3,350,000, along with FY 98 Multiple Facility Revenue Bond funds in the amount of \$200,000, and \$7,582,737 in other unobligated University funds. NOAA's share of the project costs are to be funded from federal appropriations of approximately \$20,140,000 and a University revenue bond to be repaid by the lease of building space to NOAA. Project construction is expected to be completed during the spring of 2006.

TABULATION OF BIDS
NATIONAL WEATHER CENTER

	<u>Oscar J. Boldt Construction Okla. City</u>	<u>Flintco, Inc. Okla. City</u>	<u>Hunt Construction Group, Inc. Dallas, TX</u>	<u>Manhattan Construction Company Okla. City</u>
Base Proposal	\$ 39,000,000	\$ 39,195,000	\$ 40,540,000	\$ 41,588,000
Alternate No. 1, FM-200 Fire Suppression System	80,000	84,700	85,000	111,000
Alternate No. 2, Upper Air Inflation Building	138,000	144,000	139,000	153,000

Alternate No. 3, Monumental Stair	450,000	438,000	491,000	470,000
Alternate No. 4, Fountain at Main	96,000	117,000	140,000	136,000
Alternate No. 5, Upgrade Retaining Walls	275,000	266,000	342,000	269,000
Alternate No. 6, Upgrade Service Yard Walls	215,000	219,000	156,000	240,000
Alternate No. 7, Heavy-duty Asphalt Paving	65,000	65,000	75,000	66,000
Alternate No. 8, North Skylight	93,000	59,200	88,000	88,000
<hr/>				
Total, Base Proposal + Alternates 1, 2, 3, 5, 6, 7 & 8	\$ 40,316,000	\$ 40,470,900	\$ 41,916,000	\$ 42,985,000

President Boren recommended the Board of Regents:

- I. Award a contract in the amount of \$40,316,000 to Oscar J. Boldt Construction of Oklahoma City, the low bidder, for construction of the National Weather Center;
- II. Authorize the President or his designee to sign the Agreement for Construction and the necessary change orders during construction within the statutory and project budget limitations; and
- III. Recognize and acknowledge that the University may fund certain costs of the above project prior to delivery of purchase proceeds from its own funds and, to the extent the University utilizes its own funds for said purposes, it is intended that proceeds of the State of Oklahoma appropriation for the project will be utilized to reimburse the University.

Regent Weitzenhoffer moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

STUDENT RESIDENTIAL FACILITIES - NC

At the March 2003 meeting, the Board of Regents authorized the University administration to negotiate terms of an agreement, to include fees, with Rees Associates of Oklahoma City ("Rees") and its partner, Collegiate Development Services (CDS), to plan, design and manage the construction of an apartment complex at the site of the current Yorkshire Apartments and adjoining land. This action was taken in response to the University's apartment-style student housing complexes having reached, or rapidly reaching, the end of their useful lives, as well as future demand for student housing exceeding existing capacity.

Immediately following the Board's authorization action, the University began discussions with Rees and CDS for the design of the student residential facilities, to include a community center and other amenities. Those discussions have resulted in plans that the members of the evaluation committee have determined to be attractive and capable of sustaining a viable business plan over a 30-year useful life.

Board approval of the plans is needed in order for Rees and CDS to begin development of the business plan, which will include proposed fees. This information is necessary for the University to start the fee-negotiation process.

Precedent is well established at other institutions of higher education, for similar student residential projects, whereby institutionally owned land is leased to a bonafide nonprofit organization ("NPO"). The NPO then owns the residential property that is constructed upon the leased land, for the duration of the property's operation. At the end of operations (typically 30 years), ownership of the property is transferred to the institution. The Cleveland County Educational Facilities Authority ("CCEFA") is the NPO that will serve this function in this case, and Board authorization is requested for the University to negotiate and sign a lease allowing the Yorkshire property land to be used by CCEFA for the purposes stated above.

The University will incur no debt or financial liability for this project.

President Boren recommended the Board of Regents:

- I. Approve the design development phase plans for construction of student residential facilities; and
- II. Authorize the President or his designee to negotiate and sign a land-lease agreement with Cleveland County Educational Facilities Authority, subject to legal counsel review, for the purpose of developing said facilities at the site of the current Yorkshire Apartments on the Norman campus.

Regent Clark moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

STUDENT HOUSING RESIDENCE HALL IMPROVEMENTS, LIFE SAFETY FIRE SUPPRESSION INFRASTRUCTURE - NC

The Student Housing Residence Hall Improvements project was initially approved by the Board of Regents and included in the May 2002 comprehensive Campus Master Plan of Capital Improvements Projects. At the May 2003 meeting, the Board approved the project as a part of the Campus Master Plan, with a total project budget of \$32 million. This project will

include fire suppression systems and alarms throughout the University's residence halls, general renovation, critically needed roof replacements, and replacement of HVAC systems in Adams, Couch and Walker Centers. Installation of HVAC fan coil units in Adams Center is underway and will be completed over the summer of 2003.

As a first phase of fire suppression and alarm improvements, sprinkler system infrastructure (piping and standpipes) in Adams, Walker and Couch centers has been designed and bidding documents prepared by the Housing Facilities Life Safety architect, Elliott + Associates Architects. Fire protection water mains from the pump installed in 2000 will be extended to Couch Center as part of this phase. This project will also provide a completely updated addressable fire alarm system in Adams Center. Some fire alarm work in Walker and Couch centers will be done as required to support the infrastructure improvements.

I. AWARD CONTRACT FOR CONSTRUCTION

On May 20, 2003, construction bids for the Student Housing Life Safety Infrastructure project were received from two firms. The bids have been evaluated by the project architects and engineers and the following representatives of the University administration:

- Amy Holt, Director, Residence Life
- Michael Moorman, Director, Architectural and Engineering Services
- Brent Everett, Staff Engineer, Architectural and Engineering Services

It is recommended that a contract in the amount of \$957,000 be awarded to Willowbrook Construction Company, Inc. of Chickasha, Oklahoma, the low bidder.

II. SIGN THE AGREEMENT

State statutes allow change orders to be issued for up to fifteen percent of the construction cost for projects costing one million dollars or less. Board approval of this phase of the project will authorize the President or his designee to sign the Agreement for Construction and will allow issuance of necessary change orders of up to fifteen percent of the contract amount, within project budget limitations.

The estimated total cost for this portion of the project is \$1,400,000, with funding from the proceeds of the Multiple Facility Revenue Bond, Series 2003. This work is expected to be completed in early 2004.

TABULATION OF BIDS—STUDENT HOUSING LIFE SAFETY INFRASTRUCTURE

	Willowbrook Construction Company, Inc. Chickasha	Oklahoma Vista Fire Sprinkler, Inc. Norman
Base Proposal	\$ 957,000	\$ 1,780,000

President Boren recommended the Board of Regents:

- I. Award a contract in the amount of \$957,000 to Willowbrook Construction Company, Inc. of Chickasha, the low bidder, for the Student Housing Life Safety Fire Suppression Infrastructure phase of the Student Housing Residence Hall Improvements project;

- II. Authorize the President or his designee to sign the Agreement for Construction and the necessary change orders during construction within the statutory and project budget limitations; and
- III. Recognize and acknowledge that the University may fund certain costs of the above project prior to delivery of purchase proceeds from its own funds and, to the extent the University utilizes its own funds for said purposes, it is intended that proceeds of the Multiple Facility Revenue Bonds, Series 2003 will be utilized to reimburse the University.

Regent Stuart moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

TEXOMA BIOLOGICAL STATION APARTMENTS - NC

At the January 2003 meeting, the Board of Regents approved the Texoma Biological Station Apartments project with a total project budget of \$350,000, and authorized the administration to advertise and receive bids for construction. This project will provide three two-bedroom apartments to house visiting professors and researchers at the Lake Texoma Biological Station. The project architects, Cavin Design Group, completed the design and bidding documents for the project and the project was advertised for bids.

I. AWARD CONTRACT FOR CONSTRUCTION

On May 13, 2003, construction bids for the project were received from four firms. The bids have been evaluated by the project architects and the following representatives of the University administration:

Lawrence Weider, Academic Director, Biological Station
Michael Moorman, Director, Architectural and Engineering Services
Blake Farrar, Staff Architect, Architectural and Engineering Services

It is recommended that a contract for the Base Proposal work in the amount of \$296,885 be awarded to Midway Construction Inc., of Ardmore, the low bidder.

II. SIGN THE AGREEMENT

State statutes allow change orders to be issued for up to fifteen percent of the construction cost for projects costing one million dollars or less. Board approval of this phase of the project will authorize the President or his designee to sign the Agreement for Construction, and will allow issuance of necessary change orders of up to fifteen percent of the contract amount, within project budget limitations.

The total project budget is \$350,000, with funding available from a National Science Foundation grant in the amount of \$187,500 and University matching funds in the amount of \$162,500 provided by the Vice President for Research, the College of Arts and Sciences, the Biological Station, the Department of Zoology and the Department of Botany and Microbiology.

TABULATION OF BIDS
 TEXOMA BIOLOGICAL STATION APARTMENTS

	Midway Construction Inc. <u>Ardmore</u>	Mid-Plains Construction, Inc. <u>Durant</u>	SRC Construction, Inc. <u>Lebanon</u>	Robust Construction LLC <u>Lawton</u>
Base Proposal	\$ 296,885	\$ 318,000	\$ 339,870	\$ 345,000
Alternate No. 1, Solid Surface Countertops	5,500	6,450	7,230	5,761

President Boren recommended the Board of Regents:

- I. Award a contract in the amount of \$296,885 to Midway Construction Inc. of Ardmore, the low bidder, for construction of the Texoma Biological Station Apartments project; and
- II. Authorize the President or his designee to sign the Agreement for Construction and the necessary change orders during construction within the statutory and project budget limitations.

Regent Everest moved approval of the recommendation. The following voted yes on the motion: Regents Everest, Austin, Clark, Stuart and Weitzenhoffer. Chairman Blankenship was out of the room at the time of the vote. The Vice-Chair declared the motion unanimously approved.

TRANSPORTATION OPERATIONS CENTER - NC

At the May 2002 meeting, the Board of Regents approved the Transportation Operations Center project as a part of the overall Campus Master Plan of Capital Improvements, with a total estimated cost of \$2.5 million at that time. In May 2003, the Board again approved the project with a revised estimated total cost of \$4 million. The new south campus facility will include shop/maintenance space for both public transit and University fleet vehicles; a bus washing facility; vehicle fueling facilities; and fuel storage for diesel, unleaded gasoline and compressed natural gas. Office space for public transit and other necessary support spaces will be included. The project will also include outdoor parking and storage areas for public transit and fleet vehicles.

The consultant selected for the project will provide the professional services required for analysis and site selection, environmental assessment (EPA study required), the removal and possible reuse of fuel storage facilities, possible demolition and remediation of the existing motor pool facility, space programming, and an initial feasibility study and cost estimates. The selected firm will then produce the design and the contract documents and administer the construction contract.

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

Thomas Knotts, Campus Planner, Architectural and Engineering Services, Chair
 Donald Carter, Assistant Director, Engineering and System Operations, Physical Plant
 Howard Cremeans, Manager, Transit Operations
 Theta Dempsey, Director, Parking and Transportation Services
 Randy Hume, Administrator, Central Oklahoma Transportation & Parking Authority
 Pamela Scott, Fleet Administrator, Motor Pool

Proposals to provide the needed professional services for the project were received from 23 firms. Based on these proposals, information provided by the State of Oklahoma Department of Central Services and client references, five firms were selected by the interview committee for further evaluation. The committee conducted a detailed review and interview with each of the five firms and rated them from highest to lowest as follows:

1. Huitt-Zollars, Inc., Ft. Worth, Texas
2. Carter & Burgess, Inc., Oklahoma City
3. Elliott + Associates Architects, Oklahoma City
4. Bucher, Willis & Ratliff Corporation, Oklahoma City
5. Allen Brown Architects, Oklahoma City

In accordance with Board of Regents' policy, a five percent preference was applied to the total rating of the in-State firms.

Funding for the project is anticipated from a Federal Transit Administration grant in the amount of approximately \$2,400,000 and from auxiliary reserve funds of \$1,600,000.

TRANSPORTATION OPERATIONS CENTER
 ARCHITECTURAL FIRM EVALUATION SUMMARY

	Huitt- Zollars, Inc.	Carter & Burgess Inc.	Elliott + Associates Architects	Bucher Willis & Ratliff Corporation	Allen Brown Architects
Acceptability of Design (Lead Firm)	102	92	90	88	82
Acceptability of Design (Consultant Firm)	104	94	90	90	84
Quality of Engineering	102	91	92	88	82
Adherence to Cost Limits	47	40	47	42	42
Adherence to Time Limits	47	45	44	45	44
Volume of Changes	44	44	43	43	47

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Stability of Firm	48	47	44	48	41
Total Points	494	453	450	444	422
Total Points with 5% Preference	NA*	476	473	466	443

*Out-of-State firm

President Boren recommended the Board of Regents:

- I. Rank in the order presented above architectural firms that are under consideration to provide professional services required for the Transportation Operations Center project;
- 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 Weitzenhoffer moved approval of the recommendation. The following voted yes on the motion: Regents Everest, Austin, Clark, Stuart and Weitzenhoffer. Chairman Blankenship was out of the room at the time of the vote. The Vice-Chair declared the motion unanimously approved.

PARK & RIDE AT LLOYD NOBLE CENTER - NC

The Lloyd Noble Center Parking Lot Expansion and Resurfacing project with a total budget of \$3,000,000 was approved by the Board of Regents and included in the Campus Master Plan of Capital Improvements in May 2002 and again in May 2003. Initial project work completed in September 2002 expanded the Lloyd Noble Center parking lot by finishing the southwest-parking quadrant, at a total cost of approximately \$1,000,000. The project also includes the Park & Ride component for improving commuter-parking services. This project element will resurface, restripe, construct drainage improvements, and install lighting upgrades for the existing parking lot. The estimated cost for this project element is approximately \$2,000,000. Project design and construction documents were prepared by Smith Roberts Baldischwiler, LLC, one of the University's on-call civil engineering consultants.

I. AWARD CONTRACT FOR CONSTRUCTION

Construction bids for the Park & Ride at Lloyd Noble Center project were received on May 22, 2003 from seven firms. The bids have been evaluated by the project engineers and the following representatives of the University administration:

Theta Dempsey, Director, Parking and Transportation Services
Michael Moorman, Director, Architectural and Engineering Services
Thomas Knotts, Campus Planner, Architectural and Engineering Services

It is recommended that a contract for the Base Proposal work in the amount of \$1,044,815.78 be awarded to Markwell Paving Company, Inc. of Oklahoma City, the low bidder.

II. SIGN THE AGREEMENT

State statutes allow change orders to be issued for up to the greater of \$150,000 or ten percent of the construction cost for projects over one million dollars. Board approval of this phase of the project will authorize the President or his designee to sign the Agreement for Construction, and will allow issuance of necessary change orders of up to \$150,000, within project budget limitations.

It is anticipated that the Federal Transit Administration grant will fund 80 percent of eligible project costs. The remaining funding will be from Lloyd Noble Center available reserve funds. The project construction is estimated to be completed at or near the beginning of the Fall 2003 Semester.

TABULATION OF BIDS PARK & RIDE AT LLOYD NOBLE CENTER

	Markwell Paving Company, Inc. Okla. City	Silver Star Construction Moore	Rudy Construction Co. Okla. City	Vantage Paving, Inc. Okla. City
Base Proposal	\$1,044,815.78	\$1,221,518.81	\$ 1,277,094.29	\$ 1,305,001.97
Alternate No. 1, Imhoff Road Intersection	55,245.64	67,784.42	79,813.60	70,839.45
Alternate No. 2, Truck Lane	23,237.36	32,053.00	33,470.26	31,534.00
Alternate No. 3, Quadrants A & D Pavement Seal Coat	32,221.13	38,848.80	38,038.00	41,907.20
	T. J. Campbell Construction Co. Okla. City	Shell Construction Company, Inc. Okla. City	BJP Enterprises, Inc. Guthrie	
Base Proposal	\$1,331,103.42	\$1,425,813.40	\$ 1,518,680.57	
Alternate No. 1, Imhoff Road Intersection	90,271.48	83,473.34	100,334.24	
Alternate No. 2, Truck Lane	34,422.75	35,086.91	44,608.66	
Alternate No. 3, Quadrants A & D Pavement Seal Coat	56,122.40	35,799.60	43,280.95	

President Boren recommended the Board of Regents:

- I. Authorize the administration to award a contract in the amount of \$1,044,815.78 to Markwell Paving Company, Inc. of Oklahoma City, the low bidder, for the Park & Ride at Lloyd Noble Center project, subject to receipt and acceptance of a grant from the Federal Transit Administration (FTA);
- II. Authorize the administration to accept a grant from the FTA for the project; and
- III. Authorize the President or his designee to sign the Agreement for Construction and the necessary change orders during construction within the statutory and project budget limitations, subject to receipt and acceptance of the FTA grant.

Regent Everest moved approval of the recommendation. The following voted yes on the motion: Regents Everest, Austin, Clark, Stuart and Weitzenhoffer. Chairman Blankenship was out of the room at the time of the vote. The Vice-Chair declared the motion unanimously approved.

ENGINEERING AND TECHNOLOGY FACILITIES - NC

The Engineering and Technology Facilities project was initially approved by the Board of Regents and placed on the Campus Master Plan in May 2002. At the May 2003 meeting, the Board again approved the project as a part of the overall Campus Master Plan of Capital Improvements, with a total estimated cost of \$25 million. It is anticipated that approximately 60,000 to 80,000 gross square feet of space will be constructed to accommodate growing research programs, planned enrollment increases, and the addition of new faculty in the College of Engineering. The project, which may be constructed in multiple phases, will include new classrooms designed to accommodate multi-disciplinary, project-based learning, and incorporate wired and wireless connectivity; instructional and research laboratories designed to be reconfigurable to accommodate priority research programs and multiple users; graduate student work areas; and support spaces. The schools of Electrical and Computer Engineering and Computer Science are anticipated to be the primary occupants in the new facilities.

Initial work by the architectural consultant will include project programming, space planning, concept design for the full project, development of a phasing plan, cost estimating, and the development of fund-raising materials. As funding becomes available, the consultant will provide all professional services required to produce the complete design and the contract documents and to administer the construction contract(s).

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

Michael Moorman, Director, Architectural and Engineering Services, Chair
John Antonio, Director, School of Computer Science, College of Engineering
Brent Everett, Staff Engineer, Architectural and Engineering Services
Blake Farrar, Staff Architect, Architectural and Engineering Services
Brooks Hull, Director of Development, College of Engineering

Proposals were received from 19 firms. Based on these proposals, information provided by the State of Oklahoma Department of Central Services and client references, five firms were selected by the interview committee for further evaluation. The committee conducted a detailed review and interview with each of the five firms and rated them from highest to lowest as follows:

1. Miles Associates, Inc., Oklahoma City, in association with Hellmuth, Obata + Kassabaum (HOK)
2. Dewberry Design Group, Tulsa, in association with MBT Architecture
3. Peckham Guyton Albers & Viets, Inc., Westwood, Kansas
4. Architectural Design Group, Inc., Oklahoma City, in association with Zimmer Gunsul Frasca Partnership
5. HKS, Inc., Dallas, Texas

In accordance with Board of Regents policy, a five percent preference was applied to the total ratings of the three in-state firms.

The \$100 million Campaign for Engineering has been launched by the College of Engineering. Initial receipts of private gifts will fund project planning and the development of additional fund-raising materials.

ENGINEERING AND TECHNOLOGY FACILITIES ARCHITECTURAL FIRM EVALUATION SUMMARY

	Miles Associates Inc. with HOK	Dewberry Design Group with MBT	Peckham Guyton Albers & Viets, Inc*	Architectural Design Group Inc. with Zimmer Gunsul Frasca	HKS, Inc.*
Acceptability of Design	84	82	76	72	66
Quality of Engineering	90	74	82	74	80
Adherence to Cost Limits	42	40	43	39	39
Adherence to Time Limits	36	41	42	39	42
Volume of Changes	41	40	40	41	39
Stability of Firm	46	41	42	43	45
Total Points	339	318	325	308	311
Total Points with 5% Preference	356	334	NA*	323	NA*

*Out-of-State firm

President Boren recommended the Board of Regents:

- I. Rank in the order presented above architectural firms that are under consideration to provide professional services required for the Engineering and Technology Facilities project;
- 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 Weitzenhoffer moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

ACQUISITION OF GOLF COURSE MAINTENANCE EQUIPMENT USING THE MASTER LEASE-PURCHASE PROGRAM - NC

Certain items of existing grounds maintenance equipment at the Jimmie Austin OU Golf Course are rapidly approaching the end of their useful lives. In order to continue maintaining the course in excellent condition, the acquisition of new replacement items is necessary. The need is pressing in light of the oncoming summer season. The package substantially comprises six to eight mower/cutter units for greens, fairways and adjoining grounds.

The Purchasing Department, in conjunction with golf course management, has completed the required formal competitive process, and has identified the best-value package of items, their sources of supply, availability, warranty and delivery. The overall cost will not exceed \$124,000 (Board authorization is required for purchases in excess of \$125,000). Because it is the intent of the University to finance the acquisition of these items under the Master Lease-Purchase Program administered by the Oklahoma State Regents for Higher Education, Board authorization is required for the submittal of the appropriate application.

The Oklahoma State Regents for Higher Education (OSRHE) implemented the Master Lease-Purchase program to facilitate for Oklahoma colleges and universities, acquisitions of long-lived assets using the lease-purchase method. OSRHE submit funding requirements periodically through the Oklahoma Executive and Legislative Bond Oversight Commissions and the Oklahoma Development Finance Authority, the conduit-financing agency, and assists in developing and executing an appropriate plan of financing. Institutions service the bond debt using current operating funds. Certain dollar limits and useful life requirements must be met for an acquisition to qualify for the program. This service provided by OSRHE greatly reduces the time and effort that would otherwise be required for an institution to finance the acquisition of a major asset. A Reimbursement Resolution by the Board is required in the event - because of timing - University funds must be used for the original acquisition and reimbursement is needed from the lease proceeds. This Resolution constitutes a declaration of official intent as is required by the reimbursement regulations set forth in Regulation Section 1.150-2 of the Internal Revenue Code. Funding is identified and available from the Jimmie Austin OU Golf Course.

President Boren recommended the Board of Regents authorize the President or his designee to fund part or all of the cost, in an amount not to exceed \$124,000, for the acquisition of golf course maintenance equipment for the Jimmie Austin OU Golf Course, using the Master

Lease-Purchase Program administered by the Oklahoma State Regents for Higher Education; and, in such event, to the extent the University utilizes its own funds for said purposes, authorize that such proceeds from the Master Lease-Purchase Program be utilized to reimburse the University.

Regent Stuart moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

ACQUISITION OF EQUIPMENT TO UPGRADE MESONET USING THE MASTER LEASE-PURCHASE PROGRAM – NC

The Oklahoma Mesonet (“the Mesonet”) is a world-class network of environmental monitoring stations. The network was designed and implemented by scientists at OU and OSU. Mesonet consists of more than 110 automated stations throughout Oklahoma. The environment is measured electronically at each site, and the observations are transmitted every 15 minutes to a central facility. The Oklahoma Climatological Survey (OCS) at OU receives the observations, verifies the quality of the data, and provides the data to Mesonet customers (State universities and colleges, State agencies, K-12 schools, county and local public safety officials, utilities, farmers and ranchers, county extension agents, the media, businesses and individuals).

Partly because of the Mesonet, Oklahoma has been selected for many large field experiments involving scientists throughout the United States. These experiments have been funded by a variety of federal agencies including NASA, the Department of Agriculture, the National Science Foundation and the Department of Defense.

Award-winning programs resulting from the Mesonet include OK-FIRST, a public safety agency outreach program (winner of the “Innovations in American Government” award from Harvard University) and EarthStorm, a K-12 outreach program.

Some of the meteorological sensors of the Mesonet have become obsolete and must be replaced at this time. Additionally, and more importantly, extensive equipment replacement and upgrade must take place by 2005 for the Mesonet to come into compliance with new regulations promulgated by the Federal Communication Commission. If the network falls out of compliance, it no longer will be technically capable of relaying the meteorological data that is so crucial to life, business and agriculture within the State.

Because of its importance, the Mesonet is regarded and recognized as a utility of the State. Accordingly, funding for the equipment replacement and upgrade will be provided by separate State appropriations, currently under the custody of the Oklahoma State Regents for Higher Education (OSRHE).

OSRHE has tasked the University with effecting the equipment replacement and upgrade for the Mesonet. The University is to act as the acquisition agent, with funding provided by OSRHE. Several of the acquisition actions likely will be sole-source in nature. Those that are not sole-source will be competed as required by Board Policies and Procedures. It is the intent of OSRHE to use the Master Lease-Purchase Program to finance the project, and OSRHE will use the appropriated funds to fully service the lease obligation. To the extent any University funds are involved, they will be reimbursed by OSRHE, either directly or through the Master Lease-Purchase Program.

OSRHE implemented the Master Lease-Purchase program to facilitate for Oklahoma colleges and universities, acquisitions of long-lived assets using the lease-purchase method. OSRHE submits funding requirements periodically through the Council of Bond Oversight and the Oklahoma Development Finance Authority, the conduit-financing agency, and assists in developing and executing an appropriate plan of financing. Institutions service the bond debt using current operating funds. Certain dollar limits and useful life requirements must be met for an acquisition to qualify for the program. This service provided by OSRHE greatly reduces the time and effort that otherwise would be required for an institution to finance the acquisition of a major asset. A Reimbursement Resolution by the Board is required in the event - because of timing - University funds must be used for the original acquisition and reimbursement is needed from the lease proceeds. This Resolution constitutes a declaration of official intent as is required by the reimbursement regulations set forth in Regulation Section 1.150-2 of the Internal Revenue Code.

Funding is identified and available from OSRHE.

President Boren recommended the Board of Regents authorize the President or his designee to:

- I. Compete as required, negotiate and award contracts and purchase orders, in an overall estimated amount of \$500,000, to the vendor or vendors representing best value, for the upgrade of Mesonet as required by the Federal Communication Commission;
- II. Fund part or all of the cost using the Master Lease-Purchase Program administered by the Oklahoma State Regents for Higher Education;
- III. In such event, to the extent the University utilizes its own funds for said purposes, authorize that such proceeds from the Master Lease-Purchase Program be utilized to reimburse the University; and
- IV. Report the results of the acquisition back to the Board at the next possible meeting.

Regent Weitzenhoffer moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

PARKING PERMIT RATES - NC

The Board of Regents approved parking rate increases to fund parking improvements on the Norman Campus in May 2000. Extraordinary growth in enrollment on the Norman Campus has created a greater demand for parking spaces than was anticipated three years ago. A series of parking projects, some of which have been completed, are necessary to add nearly 1,000 spaces to the supply that was available in 2000. In support of those projects, additional parking fees are necessary to fund debt service and operating expenses above that which was planned in 2000. Approval of the recommended rates will also bring the Norman Campus more in line with rates at the Health Sciences Center.

The proposed increased rates are as follows:

<u>Category</u>	<u>FY2004</u>	<u>FY2005</u>	<u>FY2006</u>
Faculty/Staff	\$180	\$205	\$222
Housing Student	\$162	\$179	\$195
Commuter Student	\$162	\$179	\$195
Evening Student	\$59	\$67	\$69
Reserved	\$740	\$820	\$889
Summer Student	\$23	\$26	\$27

Authorizing the President to approve parking rate increases thereafter, of no more than the aggregate Higher Education Price Index, will facilitate funding of normal inflationary operating cost increases.

President Boren recommended the Board of Regents:

- I. Approve parking rates for the Norman Campus for fiscal years 2004, 2005 and 2006 as detailed above; and
- II. Authorize the President to approve Norman Campus parking rate increases for 2007 and thereafter of no more than the aggregate Higher Education Price Index for each year, without prior approval of the Board of Regents.

Regent Stuart moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

HIGH-SPEED/HIGH-VOLUME COPY PRODUCTION FOR PRINTING SERVICES - NC AND HSC

The current high-speed/high-volume copying capabilities within the various copy centers operated by University Printing Services have reached the end of their useful lives, as well as the end of their related operating leases. New operating leases must be established so that these critical support functions can continue.

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

Company	Location
Xerox Corporation	Oklahoma City
R.K. Black, Inc.	Oklahoma City
Ikon Office Systems	Oklahoma City
BMI Systems	Oklahoma City

The evaluation committee comprised the following individuals:

Don Carter, General Manager, Engineering, Physical Plant
 Pat Corley, Senior Buyer, Purchasing
 Beth Gatewood, Assistant Administrator, Printing Services
 Heather Napper, Customer Service Coordinator, Printing Services
 John Sarantakos, Administrator, Printing Services

Evaluation criteria were price, service abilities and history and product quality. The committee rated the responding companies as follows:

	Price	Service	Product	Overall	Annual Cost (Approx)
BMI Systems, Oklahoma City	75	15	5	95	\$193,000
R.K. Black, Inc., Oklahoma City	60	15	5	80	\$210,400
Xerox Corporation, Oklahoma City	55	15	5	75	\$247,250
Ikon Office Systems, Oklahoma City	55	15	5	75	\$270,500

The committee rated BMI Systems of Oklahoma City as representing best value to the University. Funds for the contract have been identified and are available within Printing Services.

President Boren recommended the Board of Regents authorize the President or his designee to award a contract in the estimated amount of \$193,000 per year, to BMI Systems of Oklahoma City, the low bidder, to provide high-speed and high-volume copying capabilities for three copy centers operated by University Printing Services, for the one-year period beginning July 1, 2003, with option to renew at equivalent pricing for four additional one-year periods.

Regent Weitzenhoffer moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

OFFSET PRESS FOR PRINTING SERVICES – NC

Printing Services' existing offset press equipment is nearing the end of its useful life, and is in fairly urgent need of replacement. At the same time, rapid and sizeable advances in offset press technology provide an opportunity to replace/upgrade the equipment for greater profitability through simpler, more efficient, more reliable and higher output machines. To this end, and to keep the investment at a minimum, Printing Services has been looking for a late-manufactured, pre-owned offset press. Only recently have several possibilities arisen. Because the Board will not meet again until September, there is a real need to get preauthorization for this purchase so that the acquisition can be achieved while the opportunities exist. Additionally, if the press equipment is installed by early summer, the benefits can begin to be realized before the new academic year commences.

The Oklahoma State Regents for Higher Education (OSRHE) implemented the Master Lease-Purchase program to facilitate for Oklahoma colleges and universities acquisitions of long-lived assets using the lease-purchase method. OSRHE submits funding requirements periodically through the Oklahoma Executive and Legislative Bond Oversight Commissions and the Oklahoma Development Finance Authority, the conduit-financing agency, and assists in developing and executing an appropriate plan of financing. Institutions service the bond debt

using current operating funds. Certain dollar limits and useful life requirements must be met for an acquisition to qualify for the program. This service provided by OSRHE greatly reduces the time and effort that would otherwise be required for an institution to finance the acquisition of a major asset. A Reimbursement Resolution by the Board is required in the event-because of timing-University funds must be used for the original acquisition, and reimbursement is needed from the lease proceeds. This Resolution constitutes a declaration of official intent as is required by the reimbursement regulations set forth in Regulation Section 1.150-2 of the Internal Revenue Code.

Funds have been identified and are available from Printing Services.

President Boren recommended the Board of Regents:

- I. Authorize the President or his designee to negotiate and award a contract in an amount not to exceed \$600,000, for an offset press for Printing Services; the results of which will be reported back to the Board at the earliest opportunity.
- II. Authorize the President or his designee to submit the above equipment for acquisition under the Oklahoma State Regents for Higher Education Master Lease-Purchase Program; and
- III. Recognize and acknowledge that the University may fund certain costs of the above project prior to delivery of purchase proceeds from its own funds and, to the extent the University utilizes its own funds for said purposes, it is intended that proceeds of the Master Lease-Purchase Program will be utilized to reimburse the University.

Regent Clark moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

NATURAL GAS

The University's demand for natural gas is supplied through a competitively bid, multi-year contract. By agreement, the contract is also available to Cameron University, Rogers State University and Tulsa Community College.

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

Company	Location
Oklahoma Energy Services, Inc.	Tulsa
OG&E Energy Services	Oklahoma City
Seminole Energy Services, LLC	Tulsa

The evaluation committee comprised the following individuals:

- Pete Ray, Assistant Director, Operations, HSC
- Scott Davis, Assistant Director for Utilities, Physical Plant, Norman
- Fred Goodwin, Utility Analyst, Physical Plant, Norman
- Joe Kennedy, Associate Director, Operations and General Services, Tulsa
- Todd Barnes, Business Administrator, Neurology, HSC
- Pat Corley, Manager, Purchasing
- Steve Smith, Assistant Director, Purchasing

Because the market determines the base price of gas, the evaluation criterion was based on supplier mark-up per million BTUs. Respondents were researched for the ability to supply gas reliably, and as going concerns. The committee observed the following offerings:

	mmbtu mark-up mmbtu mark-up
Oklahoma Energy Services, Inc., Tulsa, OK	\$0.03410
OG&E Energy Services, Oklahoma City, OK	\$0.05775
Seminole Energy Services, LLC, Tulsa, OK	\$0.06000

The committee rated Oklahoma Energy Services, Inc. of Tulsa as representing best value to the University. Funding comes from various Campus utilities operations and is billed based on usage.

President Boren amended his recommendation to the Board of Regents as follows: that the Board of Regents authorize the President or his designee to award a contract *for an mmbtu markup of .03410* (in the estimated amount of \$8,000,000 per year), to Oklahoma Energy Services, Inc. of Tulsa, the low bidder, to provide natural gas for all University campuses, for the one-year period beginning July 1, 2003, with option to renew at equivalent pricing for four additional one-year periods.

Regent Weitzenhoffer moved approval of the recommendation as amended. The following voted yes on the motion: Regents Everest, Austin, Clark, Stuart and Weitzenhoffer. Regent Bentley was out of the room at the time of the vote. The Chair declared the motion unanimously approved.

ACQUISITION OF APPAREL, PRODUCTS AND EQUIPMENT FOR ATHLETICS - NC

The Athletic Department has annually entered into agreements to acquire clothing, products and equipment for use by student-athletes and teams including purchases from Nike. Historically, the Nike purchases were made separately for the various individual teams through various retail vendors with team pricing. The Athletic Department has consolidated its equipment and apparel purchases including its purchases from Nike. The Athletic Department also has the ability to purchase items directly from Nike. These purchases are in addition to and consistent with apparel, products and equipment provided by Nike to select University teams through existing agreements. By direct purchase from the manufacturer the Athletic Department

can take advantage of discounts and incentives not available from vendors. These purchases also provide consistency in apparel and equipment within and throughout the various teams although in some instances apparel, uniforms and equipment from other providers are also used.

The consolidation of purchases and direct purchase from the manufacturer combines into a single purchase order an amount that exceeds the purchase authority permitted without Regents' authorization. In accordance with Board policies and procedures, authorization is required for expenditures in excess of \$125,000. Accordingly, authorization is requested to expend the funds required to acquire necessary and consistent clothing and product. Funding is available from Athletics departmental accounts.

President Boren amended his recommendation to the Board of Regents as follows: that the Board of Regents authorize the President or his designee to award a contract in an amount not to exceed \$400,000 per year, to Nike of Beaverton, Oregon, on a sole source basis, for the acquisition of certain athletic apparel, products and equipment, for the one-year period beginning July 1, 2003, ~~with option to renew annually in progression with other related agreements with Nike.~~

Regent Stuart moved approval of the amended recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

DIGITAL VIDEO EDITING EQUIPMENT FOR THE OU FOOTBALL TEAM – NC

Current equipment used by football staff and coaches to create, edit, store and view video tape material for coaching, scouting, and player development has deteriorated, is outdated, and is an incomplete system. Replacement and upgrade of the system is required to provide coaches with current technology for student-athlete and team preparation. The new system provides digital access to materials, workstations to permit access to the same material by multiple users, significantly increased storage capacity for the entire department, and other improvements based upon current technology. The system is compatible and capable of application to other sports and administrative areas such as Media Relations and Sooner Vision.

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

Company	Location
XOS Technologies, Inc.	Edmond, Oklahoma
Pinnacle Systems	Lowell, Massachusetts
LRS Sports	Springfield, Illinois
Webb Electronics	Carrollton, Texas

The evaluation committee comprised the following individuals:

Larry Naifeh, Executive Associate Athletic Director, Athletic Department
 Jeff Long, Senior Associate Athletic Director, Athletic Department
 Matt McMillen, Assistant to the Football Head Coach, Athletic Department
 Brian Martin, Athletic Media Specialist, Athletic Department
 Scott Mooney, Systems Administrator, Athletic Department
 Vicki Ferguson, Purchasing Manager, Athletic Department
 Joan Goth, Analyst, IT, Independent Evaluator
 Florian Giza, Manager, Acquisitions, Purchasing Department

Evaluation criteria were references, live-game capture, DVD compatibility, versatility for road game use, hardware, support for SAN deployment, acquisition cost, and three-year maintenance cost. The committee rated the responding companies as follows:

	Ref	Live	DVD	Road	Hard	SAN	Total	Cost
XOS, Edmond, OK	9	8	10	8	10	5	50	\$208,876
Pinnacle, Lowell, MA	7	6	0	7	5	3	28	\$335,580
LRS, Springfield, IL	5	8	7	5	10	5	40	\$191,756
Webb, Carrollton, TX	7	6	7	7	10	3	40	\$233,746

Negotiations resulted in XOS agreeing to provide \$45,000 worth of additional and needed software. The committee rated XOS Technologies, Inc. of Edmond as representing best value to the University.

Funds have been identified and are available within the Athletic Department.

President Boren recommended the Board of Regents authorize the President or his designee to award a contract in the amount of \$208,876 to XOS Technologies, Inc. of Edmond, the lowest acceptable bidder, to provide a digital video editing system and network solution for the University's football team.

Regent Weitzenhoffer moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

RENEWAL OF IBM MAINFRAME HARDWARE AND SOFTWARE MAINTENANCE AGREEMENTS – NC

The University must have hardware and software maintenance coverage in order to assure the smoothness of operations and functionality that depend on the IBM mainframe. The combined subscription and maintenance fee has been approximately \$626,000 per year in recent years. However, the existing IBM mainframe has now reached full capacity and is in critical need of upgrading if service and response times to students, faculty and staff are to remain prompt. Additionally, maintenance support for the current version of the operating system will expire soon. Upgrading the hardware will double current processor speed and significantly increase availability and reliability. Upgrading to the newest version of the operating system will ensure maintenance coverage into the future.

The projected annual cost of the subscription, maintenance and upgrade for each of the next five years is: \$659,475; \$628,860; \$628,860; \$628,860 and \$628,860, respectively. The University requests approval for the expenditure authority to pay these costs.

IBM is the unique source for both the hardware and the software. No other source exists, making competition unfeasible.

Funding has been identified and is available from Information Technology.

President Boren recommended the Board of Regents authorize the President or his designee to execute renewal agreements in an amount not to exceed \$660,000 per year, to IBM Corporation of Santa Fe, New Mexico, on a sole source basis, for the subscription, maintenance and upgrade of the University's mainframe hardware and software, for the one-year period beginning July 1, 2003, with option to renew at equivalent pricing for four additional one-year periods.

Regent Everest moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

TRANSFER OF FUNDS - NC

The Board of Regents *Auxiliary Enterprise/Service Unit* policy provides that transfers between auxiliary enterprises and services units (such as Telecommunications) of \$75,000 or more shall be permitted only when fully justified, agreed to by both operating managers, and approved by the President and the Board of Regents. Pursuant to said policy, it is respectfully requested that the above-mentioned transfer be approved by the Board to support and supplement the University's information technology mission. Since the Telecommunications and Information Technology departments are both organizationally aligned and report to the University's Chief Information Officer and Vice President for Information Technology, this transaction represents an intradepartmental transfer of funds.

President Boren recommended the Board of Regents approve the transfer of \$2,000,000 from Telecommunications to Information Technology to support and supplement the University's information technology mission.

Regent Stuart moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

LEASE OF PROPERTY BY THE CENTER FOR PUBLIC MANAGEMENT – NC

The Center for Public Management in the College of Continuing Education is in need of office space in order to carry out its mission. After determining that there was not another building on the main campus or north campus large enough to house the Center, an off-campus site was sought.

As a result of a comparative search for local space that is reasonably priced, the property located at 226 West Gray Street in Norman was identified. The property comprises approximately 13,233 square feet. Negotiations were conducted and completed, and an annual per-square-foot price of \$9.75 was agreed upon. This price is equal to or lower than comparable per-square-foot pricing of similar property in the area.

Funding has been identified and is available from the College of Continuing Education.

President Boren recommended the Board of Regents authorize the President or his designee to enter into a lease agreement in the amount of \$129,030.72 per year to Dowell Properties, Inc. of Norman, for the lease of office space located at 226 West Gray Street in Norman, by the Center for Public Management, for the one-year period beginning July 1, 2003, with option to renew at equivalent pricing for four additional one-year periods.

Regent Stuart moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

LEASE OF PROPERTY BY THE OKLAHOMA GEOLOGICAL SURVEY – NC

At the October 2002 meeting, the Board of Regents authorized the University to assume lease agreements held by Helmerich & Payne, Inc. of Tulsa, such agreements accompanying three buildings in Tulsa, housing certain core samples donated to the University by the BP American Production Company. The leases expire June 30, 2003.

It was planned and expected that the core sample permanent storage and display location in Norman, then under construction, would be ready by July 1, 2003. Due to delays, however, the Oklahoma Geological Survey requires a six-month continuation (from July 1 through December 31, 2003) of the leased space in Tulsa.

Funding has been identified and is available from the Oklahoma Geological Survey.

President Boren recommended the Board of Regents authorize the President or his designee to enter into lease agreements at a total cost of \$144,000, with Helmerich & Payne, Inc. of Tulsa, for use of storage facilities in Tulsa by the Oklahoma Geological Survey, for a six-month period beginning July 1, 2003.

Regent Everest moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Stuart and Weitzenhoffer. Regent Clark abstained from the vote. The Chair declared the motion approved.

DESIGNATION OF GIFT TO REGENTS' FUND AS A QUASI-ENDOWMENT

The University of Oklahoma recently received a distribution in the amount of \$300,000 from the Estate of Homa Wood to benefit the "Homa Wood Alumni and Development Fund". The Fund is to support special Alumni/Development projects as approved by the Vice President for University Development. The Last Will and Testament contains no restrictions requiring the gift to be held in perpetuity and, therefore, the entire gift is expendable. However, it is the opinion of the Vice President of University Development that the intent of the donor can best be met by making the gift a quasi-endowment within the Regents' Fund, with only the investment earnings being utilized.

It is recommended that the gift be formally designated as a quasi-endowment fund and made a part of the Regents' Fund. As such, the Fund will function like an endowment fund with only the investment earnings being used for support of special Alumni/Development projects. At any time, however, the entire gift may be totally expended for the purpose intended by the donor at the discretion of the Board of Regents.

President Boren recommended the recent distribution of \$300,000 from the Estate of Homa Wood be designated as a quasi-endowment fund within the Regents' Fund. The fund shall be titled the "Homa Wood Alumni and Development Fund" in accordance with the Last Will and Testament of Homa Wood. As such, the fund will function like an endowment fund but may be totally expended for the purpose intended by the donor at any time at the discretion of the Board of Regents.

Regent Stuart moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

REGENTS' FUND QUARTERLY FINANCIAL REPORT

This summary report is provided in accordance with University of Oklahoma Board of Regents' policy. The summary highlights all of the financial activity within the Regents' Fund during the nine months ended March 31, 2003.

REGENTS' FUND QUARTERLY FINANCIAL REPORT March 31, 2003

EXECUTIVE SUMMARY

Highlights from the Regents' Fund Quarterly Financial Report for the nine months ended March 31, 2003 were presented for information only and are attached hereto as Exhibit B.

ALL FUNDS

- As of March 31, 2003, the Regents' Fund consisted of 152 individual funds with a combined net market value of approximately \$50.0 million.

CONSOLIDATED INVESTMENT FUND (CIF)

- Cash and investments held by the CIF at March 31, 2003, had a net market value of \$35.5 million, which is down \$3.4 million (8.8%) from June 30, 2002.
- During the quarter ended March 31, 2003, the CIF realized a total return of -2.1%, trailing the benchmark return of -1.8% by 30 basis points.
- During the year ended March 31, 2003, the CIF realized a total return of -12.9%, which trailed the benchmark return of -11.8% by 110 basis points.

SHORT-TERM INVESTMENT FUND (STIF)

- Cash and investments held by the STIF at March 31, 2003, had a net market value of \$12.2 million, which was up \$700,000 (6.1%) from June 30, 2002.
- During the quarter ended March 31, 2003, the STIF realized a total return of 0.5%, which exceeded the benchmark return of 0.3% by 20 basis points.
- During the year ended March 31, 2003, the STIF realized a total return of 2.1%, which exceeded the benchmark return of 1.5% by 60 basis points.

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

QUARTERLY FINANCIAL ANALYSIS

By request of the Board of Regents, the Quarterly Financial Analysis for the nine months ended March 31, 2003 is presented. The detailed information upon which the attached Executive Summary is based was distributed separately to the Regents prior to the June meeting and is attached hereto as Exhibit C.

QUARTERLY FINANCIAL ANALYSIS for the nine months ended March 31, 2003 EXECUTIVE SUMMARY

Highlights from the Quarterly Financial Analysis (QFA) for the nine months ended March 31, 2003 are presented below for information only. For more detailed information, see the QFA report, which was provided separately to the Regents prior to the June meeting.

ALL FUNDS, COMBINED

- Available resources of \$961.6 million exceeded expenditures of \$917.2 million, resulting in a net increase of \$44.4 million.

NORMAN CAMPUS

- Total available resources of \$456.2 million exceeded expenditures of \$428.2 million, resulting in a net increase of \$28.0 million.
- Education and General resources of \$247.5 million exceeded expenditures of \$211.7 million, resulting in a net increase of \$35.8 million.
- Of the thirteen major auxiliary enterprises and services units (those generating year-to-date revenues of \$1.5 million or more), ten are reporting net increases to the bottom line. The three reporting decreases have, with the exception of the Golf Course, accumulated sufficient reserves to fund their respective losses. The losses are primarily due to normal (i.e., seasonal) sales fluctuation patterns and the Board of Regent approved transfer of discretionary reserves to the General University.

HEALTH SCIENCES CENTER

- Total available resources of \$505.4 million exceeded expenditures of \$489.0 million, resulting in a net increase of \$16.4 million.
- Education and General resources of \$100.0 million exceeded expenditures of \$90.6 million, resulting in a net increase of \$9.4 million.
- Of the four major auxiliary enterprises and service units (those generating year-to-date revenues of \$1.5 million or more) three are reporting net increases to the bottom line. The one unit reporting a decrease has accumulated sufficient reserves to fund their loss.
- Professional Practice Plan (PPP) resources of \$127.5 million trailed expenditures of \$127.7 million, resulting in a net decrease of \$200,000.
- Heartland Health Plan resources of \$159.8 million trailed expenditures of \$176.1 million, resulting in a net decrease of \$16.3 million.

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

ON-CALL ARCHITECTS AND ENGINEERS QUARTERLY REPORT

In June 1999, the Board authorized a group of architectural and engineering firms to provide professional services required for small projects; and in July 2001, twelve additional architectural firms and seven additional civil engineering and surveying firms were added to the pool of on-call consultants. The work completed during the third quarter of fiscal year 2003 by on-call architectural and engineering firms is summarized below.

For the Norman Campus:

<u>Firm Name</u>	<u>Date Initiated</u>	<u>Work Performed</u>	<u>Fee</u>
Blair Remy Corporation/ Architecturevisuals.com Edmond, OK	April 24, 2003	Additional Conceptual Design Sketch and Cost Estimate (University Research Campus- South Buildings)	\$2,471
Kirkpatrick, Forest, Curtis, Inc. (formerly Kirkpatrick Engineering Company) Oklahoma City	October 14, 2002	Structural Investigation (Murray Case Sells Swim Complex)	\$5,588
The McKinney Partnership Architects, P.C. Norman, OK	June 28, 2002	Design and Construction Documents (Lloyd Noble Donor Recognition and Signage)	\$18,600
Cardinal Engineering/ Lemke Land Surveying Norman, OK	February 20, 2003	Topographic Survey- Expanded Area (John Jacobs Track and Field Improvements)	\$3,400
Carter & Burgess, Inc. Oklahoma City	February 4, 2003	Topographic Survey, Study and Preliminary Design (Lloyd Noble Center Parking Lot Improvements)	\$30,788

For the Health Sciences Center Campus:

Smith-Roberts and Associates, Inc. Oklahoma City	September 27, 2002	Topographic Survey and Design (Child Study Center Driveway)	\$12,450
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This was reported for information only. No action was required.

ON-CALL CONSTRUCTION-RELATED SERVICES QUARTERLY REPORT

In December 2000, the Board of Regents authorized the administration to award a contract for on-call construction-related services for the Norman, Health Sciences Center and Tulsa campuses to Warden Construction of Stillwater, Oklahoma. It was indicated that the

administration would provide a quarterly report to the Board for all work completed for the three campuses. In addition, it was indicated that the administration would seek prior Board approval for any project that had an estimated cost of \$125,000 or greater.

Work completed during the third quarter of Fiscal Year 2002/03 by Warden Construction is summarized below.

<u>Building/Location</u>	<u>Project Description</u>	<u>Cost of Work</u>
For the Norman Campus:		
Cate Center Residence Hall #5	Renovate HVAC in all dorm rooms	\$ 96,000
College of Continuing Education Administration Building	Renovate HVAC for entire building	\$ 97,106
Oklahoma Memorial Union	Replace air handling unit #14	\$ 78,834
Goddard Health Center	Remodel suite B24	\$ 41,953
Oklahoma Memorial Union	Remodel suite 126	\$ 26,374
Physical Plant Administration Bldg.	Replace/renovate HVAC system for energy conservation improvements	\$103,371
Jefferson House Residence Hall	Waterproof the basement	\$ 41,539
Aerospace Mechanical Engineering Research 210 North Campus	Assemble pre-manufactured enclosure provided by department	\$ 34,064
Sarkeys Energy Center	Install new 20-ton AC unit in room 1030	\$ 40,068
For the Health Sciences Center:		
Clock Tower	Roof and structure upgrade	\$ 37,590

For the Tulsa Campus:
No activity for Third Quarter of FY 2002/03.

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

ACADEMIC PERSONNEL ACTIONS

Health Sciences Center:

LEAVES OF ABSENCE:

Ashar, Manisha S., Assistant Professor of Medicine, return from medical leave of absence with pay, May 12, 2003.

Burton, Melinda M., Instructor in Orthopedic Surgery and Rehabilitation, return from medical leave of absence with pay, April 21, 2003.

Hildebrand, P. Lloyd, Assistant Professor of Ophthalmology, leave of absence without pay extended, July 1, 2003 through June 30, 2004.

Mullasseril, Paul M., Assistant Professor of Removable Prosthodontics and Director of Maxillofacial Prosthodontics, return from military leave of absence, May 1, 2003.

Onley, Kathy, Associate Professor of Nutritional Sciences, medical leave of absence with pay, April 22, 2003 through July 22, 2003.

Studebaker, Susan Nelson, Clinical Assistant Professor of Pediatrics, Tulsa, medical leave of absence with pay, February 21, 2003 through March 11, 2003; medical leave of absence without pay, March 12, 2003 through May 20, 2003. Return from medical leave of absence with pay, May 19, 2003 through June 30, 2003. Original paperwork lost.

NEW APPOINTMENTS:

Bamgbola, Fatai O., M.B.B.S., Assistant Professor of Pediatrics, annualized rate of \$70,000 for 12 months (\$5,833.33 per month), June 15, 2003 through June 30, 2003. New consecutive term appointment.

Firdaus, Muhammad, M.D., Assistant Professor of Geriatrics and The Donald W. Reynolds Endowed Chair in Geriatric Medicine, annualized rate of \$120,000 for 12 months (\$10,000.00 per month), April 16, 2003 through June 30, 2003. New consecutive term appointment. University base \$65,000. Includes supplement of \$55,000 while holding endowed chair.

Halabi, Issam M., M.D., Associate Professor of Pediatrics, Tulsa, annualized rate of \$70,000 for 12 months (\$5,833.33 per month), June 30, 2003. New tenure track appointment.

Marlar, Richard A., Ph.D., Professor of Pathology, annualized rate \$75,000 for 12 months (\$6,250.00 per month), May 4, 2003 through June 30, 2003. New consecutive term appointment.

Patton, Gregory Alan, M.D., Associate Professor of Radiological Sciences and Clinical Services Chief, Section of Radiation Oncology, annualized rate \$80,625 for 12 months (\$6,718.75 per month), June 30, 2003. New tenure track appointment.

Stowell, Donald E., M.D., Assistant Professor of Surgery, annualized rate of \$70,000 for 12 months (\$5,833.33 per month), June 30, 2003. New tenure track appointment.

Stroup, Jeffrey S., Pharm.D., Clinical Assistant Professor of Pharmacy Clinical and Administrative Sciences, Tulsa, annualized rate of \$71,000 for 12 months (\$5,916.67 per month), June 30, 2003 through June 30, 2004.

Teasdale, Thomas Allen, Ph.D., Associate Professor of Geriatrics, annualized rate of \$65,000 for 12 months (\$5,416.67 per month), June 1, 2003 through June 30, 2003. New tenure track appointment.

Welborn, Toney Lee, M.D., Instructor in Family and Preventive Medicine, annualized rate of \$70,000 for 12 months (\$5,833.33 per month), July 1, 2003 through June 30, 2004.

CHANGES:

Acker, Robin E., Assistant Professor of Radiological Sciences, title Assistant Dean for Student Affairs, College of Medicine, deleted, June 1, 2003.

Ali, Tauqeer, Assistant Professor of Research, Center for American Indian Health Research, College of Public Health, salary changed from annualized rate of \$55,080 for 12 months (\$4,590.00 per month) to annualized rate of \$61,000 for 12 months (\$5,083.33 per month), May 1, 2003 through June 30, 2003. Additional responsibilities on new grant.

Bryan, Willie Vern, Associate Professor of Health Promotion Sciences, title Vice Provost for Educational Services and Registrar, deleted, return from sabbatical leave of absence with pay, July 1, 2003.

Carroll, Douglas N., title changed from Clinical Assistant Professor to Assistant Professor of Pharmacy Clinical and Administrative Sciences, Tulsa, July 1, 2003 through June 30, 2004. Changing to consecutive term appointment.

Coon, Kim, title changed from Clinical Assistant Professor to Assistant Professor of Psychiatry, Tulsa, June 1, 2003 through June 30, 2003. Changing to consecutive term appointment.

Coury, Thomas L., Professor and Chair of Operative Dentistry and Chair, Division of Restorative Dentistry, given additional title The Donald Welk Professorship of Restorative Dentistry, July 1, 2003.

Criswell, Dan F., Assistant Professor of Family and Preventive Medicine, title changed from Interim Program Director to Program Director, Lawton Residency Program, May 1, 2003.

Cuaderes, Elena Teresa, Assistant Professor of Nursing, salary changed from annualized rate of \$44,402 for 6 months (\$3,858.50 per month) to annualized rate of \$42,502 for 12 months (\$3,542.83 per month), July 1, 2003 through June 30, 2004. Salary was temporarily changed for 6 months due to additional responsibilities during Spring semester. Salary is being returned to its original pay rate.

Ford (Stark), Susan E., Clinical Associate Professor of Family and Preventive Medicine, Oklahoma City, titles Founders and Associates Research Professorship and Associate Professor of Family Medicine, Tulsa, deleted; salary changed from annualized rate of \$95,000 for 12 months (\$7,916.67 per month) to without remuneration, May 28, 2003 through June 30, 2003.

Gormley, James, Clinical Associate Professor of Pediatrics, salary changed from annualized rate of \$36,000 for 12 months (\$3,000.00 per month), 0.60 time, to without remuneration, June 30, 2003.

Haragsim, Lukas, Assistant Professor of Medicine, changing from tenure track appointment to consecutive term appointment, April 1, 2003.

Humphrey, George Bennett, Clinical Professor of Pediatrics, Tulsa, salary changed from annualized rate of \$42,000 for 12 months (\$3,500.00 per month), 0.30 time, to annualized rate of \$63,000 for 12 months (\$5,250.00 per month), 0.45 time, March 1, 2003 through June 30, 2003. Change in FTE.

Leech, Richard W., Professor of Pathology, given additional title The Jordan/Heartland Professor of Pathology Housestaff Education, October 1, 2002. To replace lost paperwork.

Myers, Adam L., Clinical Assistant Professor of Obstetrics and Gynecology, Tulsa, salary changed from annualized rate of \$24,000 for 12 months (\$2,000.00 per month), 0.10 time, to without remuneration, April 1, 2003 through June 30, 2003.

Olsen, Milton C., title changed from Clinical Associate Professor to Associate Professor of Psychiatry, Tulsa, retains title Adjunct Associate Professor of Biostatistics and Epidemiology, June 1, 2003 through June 30, 2003. Changing to consecutive term appointment.

Painton, Stephen W., Associate Professor of Communication Sciences and Disorders, given additional titles Chair of Communication Sciences and Disorders and Adjunct Associate Professor of Allied Health Sciences, salary changed from annualized rate of \$51,576 for 12 months (\$4,298.00 per month) to annualized rate of \$66,576 for 12 months (\$5,548.00 per month), May 15, 2003 through June 30, 2003. Includes an administrative supplement of \$15,000 while serving as department chair.

Panchal, Jayesh, Assistant Professor of Surgery, given additional title Interim Section Chief, Section of Plastic Surgery, July 1, 2003.

Radcliffe, Susan, Assistant Professor of Nursing, salary changed from annualized rate of \$41,019 for 4 months (\$3,734.89 per month) to annualized rate of \$39,119 for 12 months (\$3,259.89 per month), July 1, 2003 through June 30, 2004. Salary was temporarily changed for 4 months due to additional responsibilities during Spring semester. Salary is being returned to its original pay rate.

Schmidt, James H., Professor of Medicine, given additional title Associate Dean for Student Affairs, College of Medicine, salary changed from annualized rate of \$74,220 for 12 months (\$6,185.00 per month) to annualized rate of \$100,000 for 12 months (\$8,333.33 per month), June 1, 2003 through June 30, 2003. Includes an administrative supplement of \$25,780 while serving as Associate Dean.

Schultz, Daniel C., Assistant Professor of Obstetrics and Gynecology, appointment start date changed from July 1, 2003 to June 30, 2003. Correction to previous action.

Swisher, Lisa, title changed from Clinical Instructor to Clinical Assistant Professor of Pediatrics, May 1, 2003.

Turman, Martin, Professor of Pediatrics and Adjunct Associate Professor of Cell Biology, given additional title The Wal-Mart/Sam's Club Endowed Chair in Pediatric Nephrology, May 1, 2003.

Wolfe, Jace A., title changed from Assistant Professor to Adjunct Assistant Professor of Communication Sciences and Disorders, salary changed from annualized rate of \$42,000 for 12 months (\$3,500.00 per month) to without remuneration, May 23, 2003 through June 30, 2003.

RESIGNATIONS AND/OR TERMINATIONS:

Ashar, Manisha S., Assistant Professor of Medicine, June 30, 2003.

Goodson, Jennifer Crawford, Associate Professor of Health Sciences Library and Information Management, Head, Access Services, Robert M. Bird Health Sciences Library, and Adjunct Associate Professor of Allied Health Sciences, June 16, 2003 (with accrued vacation through June 19, 2003).

King, James C., Associate Professor of Family Medicine, Tulsa, June 30, 2003.

Lucio, Linda, Assistant Professor of Medicine, June 30, 2003 (with accrued vacation through July 16, 2003).

Miller, Jack M., Associate Professor of Obstetrics and Gynecology, Tulsa, May 16, 2003 (with accrued vacation through May 31, 2003).

Narine, Lutchie, Assistant Professor of Health Administration and Policy, June 30, 2003.

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Preslar, Paul Louis, Clinical Assistant Professor of Family and Preventive Medicine, April 30, 2003.

Rajagopalan, Balasubramanian, Associate Professor of Radiological Sciences, June 27, 2003 (with accrued vacation through July 22, 2003).

Tam, Weyton Wing-Ho, Clinical Assistant Professor of Radiological Sciences, June 30, 2003.

Wallis, Janette, Associate Professor of Research, Department of Psychiatry and Behavioral Sciences, May 14, 2003 (with accrued vacation through June 30, 2003).

Wang, Jianzhou, Assistant Professor of Pathology, May 15, 2003 (with accrued vacation through July 1, 2003).

Welk, Kevin D., Assistant Professor of Medicine, June 30, 2003 (with accrued vacation through August 13, 2003).

RETIREMENTS:

Christensen, H. Dix, Professor of Cell Biology, June 30, 2003 (with accrued vacation through August 6, 2003).

Conkling, William, Clinical Professor of Pediatrics, June 30, 2003 (with accrued vacation through August 22, 2003).

Dalzell, Daniel Paul, Assistant Professor and Chair of Pediatric Dentistry and The William E. Brown Chair in Dentistry, June 30, 2003 (with accrued vacation through July 31, 2003); named Professor Emeritus of Pediatric Dentistry.

Levine, Norman S., Professor of Surgery and Section Chief of Plastic Surgery, Department of Surgery, June 30, 2003.

Shillingburg, Jr., Herbert T., David Ross Boyd Professor and Chair of Fixed Prosthodontics, June 30, 2003 (with accrued vacation through July 31, 2003); named David Ross Boyd Professor Emeritus of Fixed Prosthodontics.

Talbott, Richard E., Professor and Chair of Communication Sciences and Disorders, June 30, 2003 (with accrued vacation through August 22, 2003); named Professor Emeritus of Communication Sciences and Disorders.

Tytle, Timothy L., Professor of Radiological Sciences and Chief, Vascular and Interventional Radiology, June 30, 2003 (with accrued vacation through August 20, 2003).

Norman Campus:

LEAVES OF ABSENCE:

Benson, Hugh H., Professor of Philosophy and Chair of the Department of Philosophy, cancel sabbatical leave of absence with half pay, July 1, 2003 through June 30, 2004.

Cook, Paul F., Professor of Chemistry and Biochemistry and Grayce B. Kerr Centennial Chair in Biochemistry, sabbatical leave of absence with half pay, August 16, 2003 through May 15, 2004, changed to sabbatical leave of absence with half pay, January 1, 2004 through December 31, 2004.

Dampousse, Kelly R., Associate Professor of Sociology, sabbatical leave of absence with half pay, August 16, 2003 through May 15, 2004, changed to sabbatical leave of absence with full pay, August 16, 2003 through December 31, 2003.

Kenderdine, James M., Associate Professor of Marketing and Supply Chain Management and of Business Administration, leave of absence with pay August 25, 2003 through November 15, 2003. Family/Medical leave.

Kutner, Peter B., Professor of Law and J. Hugh Roff, Jr. Professor of Law, leave of absence with pay, August 16, 2003 through May 15, 2004. Visiting Lecturer at Waseda University and Japan Women's University, Tokyo, Japan, as recipient of Fulbright Senior Scholar Award (2003-2004).

Okediji, Ruth L., Professor of Law, leave of absence without pay, August 16, 2003 through December 31, 2003. Personal reasons.

Richter, Liesa L., Associate Professor of Law, leave of absence without pay, August 16, 2003 through May 15, 2004. Family/Medical Leave.

Sherinian, Zoe C., Assistant Professor of Music, leave of absence without pay, August 16, 2003 through May 15, 2004. To complete book manuscript.

NEW APPOINTMENTS:

Cherry, Jr. Andrew L., Ph.D., Professor of Social Work at Tulsa and Oklahoma Medicaid Endowed Professor in Mental Health, annualized rate of \$80,000 for 9 months (\$8,888.88 per month), August 16, 2003. Tenure credentials under review.

Clay, Robert M., Visiting Research Associate in Civil Engineering and Environmental Science, annualized rate of \$72,000 for 12 months (\$6,000.00 per month), effective May 1, 2003. Paid from grant funds; subject to availability of funds.

Draheim, Steven A., Assistant Professor of Drama, annualized rate of \$42,000 for 9 months (\$4,666.66 per month), August 16, 2003 through May 15, 2004. New tenure-track faculty.

Ellis, Stephen E., Ph.D., Assistant Professor of Philosophy, annualized rate of \$40,000 for 9 months (\$4,444.44 per month), August 16, 2003 through May 15, 2004. New tenure-track faculty.

Ferguson, Catherine L., Instructor of Management and Information Systems, annualized rate of \$39,000 for 9 months (\$4,333.33 per month), August 16, 2003 through May 15, 2004. Five-year renewable term appointment.

Rashed, Tarek M., Ph.D., Assistant Professor of Geography, annualized rate of \$48,000 for 9 months (\$5,333.34 per month), August 16, 2003 through May 15, 2004. New tenure-track faculty.

Taylor, Lee M., Visiting Research Associate in Civil Engineering and Environmental Science, annualized rate of \$72,000 for 12 months (\$6,000.00 per month), effective May 1, 2003. Paid from grant funds; subject to availability of funds.

REAPPOINTMENTS:

Cortinas, Jr., John V., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$76,850 for 12 months (\$6,404.13 per month) to annualized rate of \$79,947 for 12 months (\$6,662.22 per month), effective July 1, 2003. Paid from grant funds; subject to availability of funds.

Elmore, Kimberly L., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$69,984 for 12 months (\$5,832.02 per month) to annualized rate of \$76,976 for 12 months (\$6,414.64 per month), effective July 1, 2003. Paid from grant funds; subject to availability of funds.

Ivic', Igor R., Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$59,585 for 12 months (\$4,965.44 per month) to annualized rate of \$61,987 for 12 months (\$5,165.55 per month), effective July 1, 2003. Paid from grant funds; subject to availability of funds.

Kain, John S., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$69,406 for 12 months (\$5,783.84 per month) to annualized rate of \$76,340 for 12 months (\$6,361.65 per month), effective July 1, 2003. Paid from grant funds; subject to availability of funds.

Kogan, Yefim L., Research Professor and Senior Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$103,880 for 12 months (\$8,656.67 per month) to annualized rate of \$110,113 for 12 months (\$9,176.07 per month), effective July 1, 2003. Paid from grant funds; subject to availability of funds.

Kogan, Zena, Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$31,877 for 12 months (\$2,656.42 per month), 0.50 time, to annualized rate of \$33,471 for 12 month (\$2,789.24 per month), 0.50 time, effective July 1, 2003. Paid from grant funds; subject to availability of funds.

Lakshmanan, Valliappa, Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$77,243 for 12 months (\$6,436.94 per month) to annualized rate of \$80,356 for 12 months (\$6,696.35 per month), effective July 1, 2003. Paid from grant funds; subject to availability of funds.

Levit, Jason J., Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$58,000 for 12 months (\$4,833.34 per month) to annualized rate of \$60,500 for 12 months (\$5,041.66 per month), effective July 1, 2003. Paid from grant funds; subject to availability of funds.

Melnikov, Valery M., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$65,815 for 12 months (\$5,484.55 per month) to annualized rate of \$68,467 for 12 months (\$5,705.58 per month), effective July 1, 2003. Paid from grant funds; subject to availability of funds.

Peppler, Randy A., Research Associate and Associate Director of Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$84,800 for 12 months (\$7,066.67 per month) to annualized rate of \$89,888 for 12 months (\$7,490.67 per month), effective July 1, 2003. Paid from grant funds; subject to availability of funds.

Portis, Diane M., Senior Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$47,367 for 12 months (\$3,947.23 per month), 0.75 time, to annualized rate of \$50,209 for 12 months (\$4,184.06 per month), 0.75 time, effective July 1, 2003. Paid from grant funds; subject to availability of funds.

Rasmussen, Erik N., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$92,026 for 12 months (\$7,668.83 per month) to annualized rate of \$95,735 for 12 months (\$7,977.88 per month), effective July 1, 2003. Paid from grant funds; subject to availability of funds.

Ryzhkov, Alexander V., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$97,030 for 12 months (\$8,085.85 per month) to annualized rate of \$106,724 for 12 months (\$8,893.63 per month), effective July 1, 2003. Paid from grant funds; subject to availability of funds.

Schultz, David M., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$66,572 for 12 months (\$5,547.68 per month) to annualized rate of \$73,223 for 12 months (\$6,101.89 per month), effective July 1, 2003. Paid from grant funds; subject to availability of funds.

Schuur, Terry J., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$62,962 for 12 months (\$5,246.83 per month) to annualized rate of \$65,499 for 12 months (\$5,458.28 per month), effective July 1, 2003. Paid from grant funds; subject to availability of funds.

Spencer, Phillip L., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$59,458 for 12 months (\$4,954.81 per month) to annualized rate of \$61,854 for 12 months (\$5,154.49 per month), effective July 1, 2003. Paid from grant funds; subject to availability of funds.

Stumpf, Gregory J., Research Associate, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$70,018 for 12 months (\$5,834.81 per month) to annualized rate of \$72,839 for 12 months (\$6,069.95 per month), effective July 1, 2003. Paid from grant funds; subject to availability of funds.

Torres, Sebastian M., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$70,911 for 12 months (\$5,909.23 per month) to annualized rate of \$75,591 for 12 months (\$6,299.24 per month), effective July 1, 2003. Paid from grant funds; subject to availability of funds.

Trapp, Robert J., Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$69,232 for 12 months (\$5,769.37 per month) to annualized rate of \$72,023 for 12 months (\$6,001.88 per month), effective July 1, 2003. Paid from grant funds; subject to availability of funds.

Zhang, Jian, Research Scientist, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$65,000 for 12 months (\$5,416.67 per month) to annualized rate of \$67,620 for 12 months (\$5,634.96 per month), effective July 1, 2003. Paid from grant funds; subject to availability of funds.

CHANGES:

Barry, Nancy H., Professor of Music, salary changed from annualized rate of \$63,440 for 9 months (\$7,048.88 per month) to annualized rate of \$70,000 for 9 months (\$7,777.77 per month), August 16, 2003. Retention.

Buhite, Russell D., given title Professor Emeritus, effective April 11, 2003. Professor Buhite was a faculty member in the Department of History from September 1, 1965, served as Chair from July 1, 1980 through August 31, 1990. Also, served as Interim Dean of the College of Arts and Sciences July 1, 1985 through July 30, 1986. Retired from the University of Oklahoma August 31, 1990. The faculty of the Department of History voted unanimously to grant title of Professor Emeritus.

Chesnokov, Evgueni J., Research Professor in the Sarkeys Energy Center, salary changed from annualized rate of \$60,000 for 12 months (\$5,000.00 per month) to annualized rate of \$90,000 for 12 months (\$7,500.00 per month), effective June 1, 2003. Contractual agreement. Paid from grant funds; subject to availability of funds.

Davidson, Jeanette R., Associate Professor of Social Work and Interim Director of African and African-American Studies, given title Director of African and African-American Studies, salary remains at annualized rate of \$80,648 for 12 months (\$6,720.67 per month), July 1, 2003. \$6,000 administrative stipend was added when given title of Interim Director of African and African-American Studies.

Franklin, Aimee L., Associate Professor of Political Science, salary changed from annualized rate of \$46,367 for 9 months (\$5,151.89 per month) to annualized rate of \$54,000 for 9 months (\$6,000.00 per month), August 16, 2003. Counteroffer.

Gaddie, Ronald K., Professor of Political Science, salary changed from annualized rate of \$59,702 for 9 months (\$6,633.56 per month) to annualized rate of \$65,000 for 9 months (\$7,222.22 per month), August 16, 2003. Counteroffer.

Gaffin, Douglas D., Associate Professor of Zoology and Interim Dean of the University College, title changed to Dean of the University College, salary remains at annualized rate of \$108,000 for 12 months (\$9,000.00 per month), July 1, 2003.

Garn, Gregg A., Assistant Professor of Educational Leadership and Policy Studies, salary changed from annualized rate of \$46,100 for 9 months (\$5,122.22 per month) to annualized rate of \$50,000 for 9 months (\$5,555.55 per month), August 16, 2003. Counteroffer.

Gilji, Paul A., Professor of History, salary changed from annualized rate of \$63,003 for 9 months (\$7,000.33 per month) to annualized rate of \$90,000 for 9 months (\$10,000.00 per month), August 16, 2003. Counteroffer.

Gilliland, Kirby, David Ross Boyd Professor of Psychology, delete title Chair of the Department of Psychology, salary changed from annualized rate of \$109,616 for 12 months (\$9,134.67 per month) to annualized rate of \$83,711 for 9 months (\$9,301.22 per month), July 1, 2003. Changing from 12-month academic administrator to 9-month faculty. Off payroll July 1, 2003 through August 15, 2003

Johnson, Richard A., Professor of Management and Puterbaugh Chair in American Free Enterprise, award of tenure recommended, August 16, 2003.

Kartalopoulos, Stamatios V., Associate Professor of Computer Engineering and Williams Professor in Telecommunications Networking, award of tenure recommended April 29, 2003.

Knapp, Carol A., Visiting Associate Professor of Accounting and Visiting Glen McLaughlin Chair in Business Ethics, title changed to Lecturer, salary remains at annualized rate of \$70,000 for 9 months (\$7,777.77 per month), August 16, 2003 through May 15, 2004.

Knapp, Michael C., Professor of Accounting, given additional title Glen McLaughlin Chair in Business Ethics, salary changed from annualized rate of \$98,734 for 9 months (\$10,970.44 per month) to annualized rate of \$105,000 for 9 months (\$11,666.66 per month), August 16, 2003. Five-year renewable term appointment for Glen McLaughlin Chair.

Mendoza, Jorge L., Professor of Psychology, given additional title Chair of the Department of Psychology, salary changed from annualized rate of \$87,532 for 9 months (\$9,725.78 per month), to annualized rate of \$116,709 for 12 months (\$9,725.75 per month), July 1, 2003. Changing from 9-month faculty to 12-month academic administrator. Four-year term appointment.

Myint, Soe W., Assistant Professor of Geography, salary changed from annualized rate of \$47,000 for 9 months (\$5,222.23 per month) to annualized rate of \$48,000 for 9 months (\$5,333.34 per month), August 16, 2003. Compression increase.

Scott, Wilbur J., Professor of Sociology, delete title Chair of the Department of Sociology, salary changed from annualized rate of \$87,007 for 12 months (\$7,250.58 per month), to annualized rate of \$71,188 for 9 months (\$7,909.78 per month), August 16, 2003. Changing from 12-month academic administrator to 9-month faculty. New salary includes negotiated increase of \$5,933.

St. John, Craig A., Professor of Sociology, given additional title Chair of the Department of Sociology, salary changed from annualized rate of \$64,237 for 9 months (\$7,137.44 per month), to annualized rate of \$95,075 for 12 months (\$7,922.92 per month), July 15, 2003. Changing from 9-month faculty to 12-month academic administrator. New salary includes negotiated increase of \$7,069.

Stephenson, Kenneth D., Associate Professor of Music, salary changed from annualized rate of \$46,280 for 9 months (\$5,142.22 per month) to annualized rate of \$50,000 for 9 months (\$5,555.55 per month), August 16, 2003. Assuming a leadership role in the core area of music theory.

Stewart, Geoffrey T., Assistant Professor of Marketing and Supply Chain Management, offer of appointment rescinded, August 16, 2003. Did not complete Ph.D.

Thompson, James N., David Ross Boyd Professor of Zoology and Adjunct Associate Professor of Pediatrics, Health Sciences Center, delete title Chair of the Department of Zoology, salary changed from annualized rate of \$108,004 for 12 months (\$9,000.33 per month) to annualized rate of \$89,458 for 9 months (\$9,939.78 per month), July 1, 2003. Changing from 12-month academic administrator to 9-month faculty. New salary includes negotiated increase of \$6,955. Off payroll July 1, 2003 through August 15, 2003.

Tiab, Djebbar, Professor of Petroleum and Geological Engineering, paid additional \$20,000 for serving as Director of the Algerian Education Programs, College of Continuing Education, August 16, 2003 through May 15, 2004.

Tull, Monte P., Associate Professor of Electrical and Computer Engineering, award of tenure recommended April 29, 2003.

RESIGNATIONS AND/OR TERMINATIONS:

Blitz, John H., Assistant Professor of Anthropology, August 16, 2003.

Bradford, Pamela M., Assistant Professor of Art, May 16, 2003.

Bridge, Gavin, Associate Professor of Geography, August 16, 2003.

Gottesman, Carmela L., Assistant Professor of Psychology, July 31, 2003.

Greenwood, Brian Keith, Assistant Professor of Journalism and Mass Communication and Assistant Director of Journalism and Mass Communication, August 5, 2003.

Hassig, Ross R., Professor of Anthropology, August 16, 2003.

Im, Manyul, Assistant Professor of Philosophy and of International and Area Studies, May 16, 2003.

Johnson, Sandra L., Assistant Professor of Instructional Leadership and Academic Curriculum, May 16, 2003.

LeCount, Lisa J., Assistant Professor of Anthropology, August 16, 2003.

Ortolano, Glauco L., Acting Assistant Professor of Modern Languages, Literatures, and Linguistics, May 16, 2003.

Pridemore, William A., Assistant Professor of Sociology, July 1, 2003.

Rieger, Melissa M., Assistant Professor of Chemical Engineering and Materials Science, May 16, 2003.

Smart, Kevin J., Assistant Professor of Geology and Geophysics, August 16, 2003.

RETIREMENTS:

Davis, Mary E., Associate Professor of Modern Languages, Literatures, and Linguistics and Associate Professor of Women's Studies, May 16, 2003. Named Professor Emeritus.

Haynes, Kathleen J., Associate Professor of Library and Information Studies, May 16, 2003. Named Professor Emeritus.

Horrell, James F., Associate Professor of Finance, June 1, 2003.

Kelley, Walter G., Professor of Mathematics, June 1, 2003. Named Professor Emeritus.

Lujan, Philip D., Associate Professor of Communication, July 1, 2003. Named Professor Emeritus.

Marquez, Ismael P., Associate Professor of Modern Languages, Literatures, and Linguistics, May 16, 2003. Named Professor Emeritus.

Whinery, Leo H., Professor and Alfred P. Murrah Professor of Law, August 16, 2003. Named Professor Emeritus.

FACULTY EQUITY

Name	Months	Proposed Salary	Proposed Increase	Percent Increase
<u>Chemistry</u>				
Ashby, Michael T. Associate Professor	9	54,440	4,000	7.9
Glatzhofer, Daniel T. Associate Professor	9	55,833	4,000	7.7
Houser, Robert P. Assistant Professor	9	53,047	6,000	12.7
Klebba, Phillip E. Professor	9	67,771	5,000	8.0
Richter-Addo, George B. Professor	9	65,984	8,245	14.3
Rybenkov, Valentin V. Assistant Professor	9	53,175	5,000	10.4
Soloshonok, Vadym A. Associate Professor	9	52,000	2,000	4.0
Wehmschulte, Rudolf J. Assistant Professor	9	48,926	3,000	6.5
West, Ann H. Associate Professor	9	61,959	10,000	19.2
Wheeler, Ralph A. Professor	9	66,111	6,755	11.4
Yip, Wai Tak Assistant Professor	9	49,174	1,000	2.1
Zgurskaya, Elena I. Assistant Professor	9	53,175	5,000	10.4
<u>Journalism and Mass Communication</u>				
Avery, Jim Professor	9	68,935	2,008	3.0
Blevens, Frederick R. Professor and Associate Dean	12	99,960	1,960	2.0
Chester, Deborah A. Professor	9	53,787	3,045	6.0

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Craig, David A. Associate Professor	9	48,760	2,760	6.0
Davis, James M. Professor	9	62,408	2,972	5.0
Gade, Peter A. Assistant Professor	9	47,689	2,699	6.0
Mc Millen, Kenneth D. Assistant Professor	9	45,125	2,554	6.0
Morton, Linda P. Professor	9	59,620	3,375	6.0
Nedeljkovich, Mihajlo Associate Professor	9	52,028	2,478	5.0
Schaub, Laura L. Associate Professor	9	58,598	1,149	2.0
<u>Library and Information Studies</u>				
Brown, Cecelia M. Associate Professor	9	49,969	2,969	6.3
Latrobe, Kathy L. Professor	9	63,689	1,648	2.7
Lester, June Professor	9	77,663	1,000	1.3
Patterson, Lotsee F. Professor	9	62,790	1,629	2.7
Taylor, Rhonda W. Associate Professor	9	51,000	2,928	6.1
Van Fleet, Connie J. Professor	9	58,704	2,990	5.4
Wallace, Danny P. Professor and Academic Director	12	95,566	1,836	2.0

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

Regent Weitzenhoffer moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

President Boren regretted to report the following death:

Goff, Richard Allen, Professor Emeritus of Zoology, April 28, 2003.

ADMINISTRATIVE AND PROFESSIONAL PERSONNEL ACTIONSHealth Sciences Center:

LEAVES OF ABSENCE:

Kim-Suh, Hee Sun, Gynecology/Oncology Chemotherapy Services Coordinator, Department of OU Physicians Faculty Clinics, leave of absence with pay from May 6, 2003 to August 11, 2003. Professional Staff.

NEW APPOINTMENTS:

Becker, Candace A., Clinical Nurse Specialist, Department of Medicine, annualized rate of \$60,000.00 for 12 months (\$5,000.00 per month), May 1, 2003. Professional Staff.

Carpenter, Ellen C., Nurse Practitioner, Department of Pediatrics, annualized rate of \$60,000.00 for 12 months (\$5,000.00 per month), May 7, 2003. Professional Staff.

Hyden, Sarah Del, Physician Liaison, Department of Family Medicine, annualized rate of \$64,000.00 for 12 months (\$5,333.33 per month), May 5, 2003. Professional Staff.

CHANGES:

Barnes, Anne Catherine, title changed from Assistant Dean for Finance to Associate Dean for Finance, Department of Medicine, July 1, 2003. Administrative Staff.

Chionopoulos, Debra L., Director of Compliance, Office of Compliance, annualized rate of \$77,500.00 for 12 months (\$6,458.33 per month), correction of start date from April 14, 2003 to April 9, 2003. Administrative Staff.

Hallman, Mary K., Clinic Nurse Manager, Department of OU Physicians Faculty Clinics, salary changed from annualized rate of \$53,500.00 for 12 months (\$4,458.33 per month) to annualized rate of \$62,060.00 for 12 months (\$5,171.67 per month), June 1, 2003. Professional Staff.

Additional Duties.

Kiger, Ky, title changed from Clinical Therapist to Rehabilitation Services Director, Department of George Nigh Rehabilitation Institute, May 1, 2003. Administrative Staff.

Otis, Charlie, Senior Network Analyst, Department of Information Technology, salary changed from annualized rate of \$59,130.00 for 12 months (\$4,927.50 per month) to annualized rate of \$70,000.00 for 12 months (\$5,833.33 per month), July 1, 2003. Professional Staff. Market Adjustment.

VanGundy, Susan G., title changed from Clinical Departmental Business Administrator II to Clinical Departmental Business Administrator III, Department of Anesthesiology, salary changed from annualized rate of \$68,700.00 for 12 months (\$5,725.00 per month) to annualized rate of \$75,570.00 for 12 months (\$6,297.50 per month), May 1, 2003. Administrative Staff.

Weigel, Janet, Research Associate, Department of Biochemistry, salary changed from annualized rate of \$75,385.00 for 12 months (\$6,282.00 per month) to annualized rate of \$56,538.00 for 12 months (\$4,711.50 per month), July 1, 2003. Professional Staff. FTE Changed from 100% to 75%.

Wilbourn, Leslie A., title changed from Director, Admissions and Records to Director, Admissions and Records and Registrar, salary changed from annualized rate of \$65,000 for 12 months (\$5,416.67) to annualized rate of \$75,000 for 12 months (\$6,250.00), July 1, 2003. Administrative Staff.

RESIGNATION AND/OR TERMINATION:

Clements, Lyn, Clinics Administrator, Department of OU Physicians Faculty Clinics, May 4, 2003. Managerial Staff. Resignation, other position.

Norman Campus:

NEW APPOINTMENTS:

Golloway, Sunny W., Coach/Sports Professional IV, Athletics-Baseball, annualized rate of \$80,000 for 12 months (\$6,666.67 per month), effective June 16, 2003. Professional Staff.

Paw, David A., Technical Project Management Specialist III, University of Oklahoma Telecommunications Lab at Tulsa, annualized rate of \$60,000 for 12 months (\$5,000.00 per month), effective May 7, 2003. Managerial Staff.

Rempe, Stephanie A., Senior Women's Administrator, Athletics-Administration, annualized rate of \$88,000 for 12 months (\$7,333.33 per month), June 30, 2003. Administrative Staff.

Woollen, Elizabeth G., Interim Chief, University of Oklahoma Department of Public Safety, annualized rate of \$82,000 for 12 months (\$6,833.33 per month), effective July 1, 2003. Administrative Staff.

REAPPOINTMENTS:

Adams, Richard W., Information Technology Analyst II, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$63,206 for 12 months (\$5,267.13 per month) to \$65,753 for 12 months (\$5,479.40 per month), effective July 1, 2003. Managerial Staff. Paid from grant funds; subject to availability of funds.

Bailor, Donald M., Information Technology Analyst II, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$59,827 for 12 months (\$4,985.56 per month) to annualized rate of \$62,238 for 12 months (\$5,186.48 per month), effective July 1, 2003. Managerial Staff. Paid from grant funds; subject to availability of funds.

Benner, Mark R., Information Technology Analyst III, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$60,791 for 12 months (\$5,065.90 per month) to annualized rate of \$63,241 for 12 months (\$5,270.06 per month), effective July 1, 2003. Managerial Staff. Paid from grant funds; subject to availability of funds.

Brogden, Jeffrey W., Information Technology Analyst III, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$75,883 for 12 months (\$6,323.57 per month) to annualized rate of \$78,941 for 12 months (\$6,578.41 per month), effective July 1, 2003. Managerial Staff. Paid from grant funds; subject to availability of funds.

Burcham, Darwin H., Information Technology Analyst III, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$81,088 for 12 months (\$6,757.33 per month) to annualized rate of \$84,356 for 12 months (\$7,029.65 per month), effective July 1, 2003. Managerial Staff. Paid from grant funds; subject to availability of funds.

Curtis, Christopher D., Information Technology Analyst III, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$61,865 for 12 months (\$5,155.43 per month) to annualized rate of \$64,358 for 12 months (\$5,363.19 per month), effective July 1, 2003. Managerial Staff. Paid from grant funds; subject to availability of funds.

Forren, Harry E., Information Technology Analyst III, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$71,236 for 12 months (\$5,936.36 per month) to annualized rate of \$74,107 for 12 months (\$6,175.60 per month), effective July 1, 2003. Managerial Staff. Paid from grant funds; subject to availability of funds.

Horn, Jeffrey D., Information Technology Analyst III, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$68,365 for 12 months (\$5,697.11 per month) to annualized rate of \$71,120 for 12 months (\$5,926.70 per month), effective July 1, 2003. Managerial Staff. Paid from grant funds; subject to availability of funds.

Kennedy, Douglas W., Information Technology Analyst III, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$63,293 for 12 months (\$5,274.42 per month) to annualized rate of \$65,844 for 12 months (\$5,486.98 per month), effective July 1, 2003. Managerial Staff. Paid from grant funds; subject to availability of funds.

Kerr, Charles S., Information Technology Analyst III, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$66,513 for 12 months (\$5,542.79 per month) to annualized rate of \$69,194 for 12 months (\$5,766.16 per month), effective July 1, 2003. Managerial Staff. Paid from grant funds; subject to availability of funds.

Krause, John M., Information Technology Analyst II, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$59,402 for 12 months (\$4,950.18 per month), to annualized rate of \$61,796 for 12 months (\$5,149.67 per month), effective July 1, 2003. Managerial Staff. Paid from grant funds; subject to availability of funds.

Minton, Alfred L., Information Technology Analyst I, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$65,625 for 12 months (\$5,468.76 per month) to annualized rate of \$68,394 for 12 months (\$5,699.54 per month), effective July 1, 2003. Managerial Staff. Paid from grant funds; subject to availability of funds.

Morrow, Brett A., Information Technology Analyst III, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$61,082 for 12 months (\$5,090.15 per month) to annualized rate of \$63,543 for 12 months (\$5,295.28 per month), effective July 1, 2003. Managerial Staff. Paid from grant funds; subject to availability of funds.

Priegnitz, David L., Information Technology Analyst III, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$76,672 for 12 months (\$6,389.34 per month) to annualized rate of \$79,762 for 12 months (\$6,646.83 per month), effective July 1, 2003. Managerial Staff. Paid from grant funds; subject to availability of funds.

Skaggs, Gary A., Information Technology Analyst III, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$59,977 for 12 months (\$4,998.12 per month) to annualized rate of \$62,394 for 12 months (\$5,199.54 per month), effective July 1, 2003. Managerial Staff. Paid from grant funds; subject to availability of funds.

Song, Lulin, Information Technology Analyst II, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$57,894 for 12 months (\$4,824.50 per month) to annualized rate of \$60,227 for 12 months (\$5,018.93 per month), effective July 1, 2003. Managerial Staff. Paid from grant funds; subject to availability of funds.

Suppes, Daniel J., Information Technology Analyst III, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$64,125 for 12 months (\$5,343.79 per month) to annualized rate of \$66,710 for 12 months (\$5,559.15 per month), effective July 1, 2003. Managerial Staff. Paid from grant funds; subject to availability of funds.

Thompson, John I., Information Technology Analyst III, Cooperative Institute for Mesoscale Meteorological Studies, salary changed from annualized rate of \$76,742 for 12 months (\$6,395.17 per month) to annualized rate of \$79,835 for 12 months (\$6,652.90 per month), effective July 1, 2003. Managerial Staff. Paid from grant funds; subject to availability of funds.

CHANGES:

Audas, Jean-Paul, title changed from Assistant Vice President for Development to Associate Vice President for Student Affairs and Director of the Center for Student Life and Associate Vice President for Development, salary changed from annualized rate of \$90,300 for 12 months (\$7,525.00 per month) to annualized rate of \$97,500 for 12 months (8,125.00 per month), June 9, 2003. Administrative Officer.

Bradley, Clifton D., title changed from Associate Dean of Students and Director of the Center for Student Life to Associate Dean of Students for Student Affairs, salary remains at annualized rate of \$76,560 for 12 months (\$6,380 per month), July 1, 2003. Administrative Staff.

Cook, Rennie R., Executive Director of Health Sciences Center Student Affairs, given additional title Associate Director of the Center for Student Life, salary changed from annualized rate of \$59,500 for 12 months (\$4,958.33 per month) to annualized rate of \$65,500 for 12 months (\$5,458.33 per month), June 9, 2003. Administrative Officer.

DeWitt, Donald L., Librarian III, University Libraries, salary changed from annualized rate of \$80,018 for 12 months (\$6,668.14 per month) to annualized rate of \$77,351 for 12 months (\$6,445.92 per month), July 1, 2003. Professional Staff. Conclusion of temporary additional duties and salary increase.

Duca-Snowden, Sylvia V., Program Administrator III, NASA Space Consortium, College of Continuing Education, salary changed from annualized rate of \$75,379 for 12 months (\$6,281.55 per month) to annualized rate of \$77,640 for 12 months (\$6,470.00 per month), Managerial Staff. Effective July 1, 2003. Paid from grant funds; subject to availability of funds.

Forthman, Julie K., Assistant Director, Financial Support Services, salary changed from annualized rate of \$65,084 for 12 months (\$5,424.00 per month) to annualized rate of \$74,000 for 12 months (\$6,167.00 per month), July 1, 2003. Administrative Staff.

Jones, Jr., Harold, title changed from Department Administrator to Executive Director of Operations, College of Continuing Education Support Services, salary changed from annualized rate of \$61,230 for 12 months (\$5,102.50 per month) to annualized rate of \$70,000 for 12 months (\$5,833.33 per month), June 1, 2003. Administrative Staff. Subject to availability of funds.

Kuwitzky, Chris, Associate Vice President for Administrative Affairs for Finance and Controller, title changed to Associate Vice President for Administrative Affairs and Chief Financial Officer, salary changed from annualized rate of \$105,800 for 12 months (\$8,816.67 per month) to annualized rate of \$137,500 for 12 months (\$11,458.33 per month), July 1, 2003. Administrative Officer.

Pinkston, Terri B., Assistant Controller and Director of Financial Support Services, title changed to Controller and Director of Financial Support Services, salary changed from annualized rate of \$81,500 for 12 months (\$6,792.00 per month) to annualized rate of \$92,000 for 12 months (\$7,666.67 per month), effective July 1, 2003. Administrative Officer.

Stoops, Robert, Head Coach, Football, Athletic Department, increase term of employment by two years from December 31, 2007 to December 31, 2009. All other terms and conditions remain the same.

Wahnee, Robbie, Assistant Director, Office of Human Resources, Special Pay in the amount of \$3,600 as compensation for additional responsibilities during the PeopleSoft implementation.

Wollenberg, Deborah C., Contract and Real Estate Administrator, Contract Services, salary changed from annualized rate of \$67,500 for 12 months (\$5,625.00 per month) to annualized rate of \$74,000 for 12 months (\$6,166.67 per month), July 1, 2003. Administrative Staff. Equity Increase.

RESIGNATIONS:

Goodman, Michael J., Administrator III, Office of the Vice President, College of Continuing Education, June 1, 2003. Administrative Staff.

Long, Jeffrey P., Senior Associate Athletic Director, Athletics Department-Administration, June 7, 2003. Administrative Staff.

Steen, Douglas W., Administrator III, College of Engineering Dean's Office, July, 1, 2003.

RETIREMENTS:

Chisholm, Anita S., Administrator III, American Indian Institute, College of Continuing Education, June 1, 2003. Administrative Staff.

Goins, M. Juanitta, Associate Budget Director, Budget Office, July 1, 2003. Administrative Staff. Title correction from May agenda.

Hynes, Marita K., Associate Athletic Director, Senior Women's Administrator, Athletics Department-Administration, July 1, 2003. Administrative Staff.

Lester, Joseph K., Director, University of Oklahoma Department of Public Safety. August 1, 2003. Administrative Officer.

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

Regent Everest moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

LITIGATION

This item was included in the agenda for the purpose of meeting with General Counsel in executive session for a report on pending and possible litigation. No executive session was held, and there was no report.

PURCHASE OF SCANNING ELECTRON MICROSCOPE

The existing transmission electron microscope for the Lloyd Noble Microscopy Center is reaching obsolescence and is in urgent need of replacement. It is twelve years old, and newer microscopes have overtaken its technology. The microscope, manufactured by JEOL USA, Inc. of Peabody, Massachusetts, is used by many departments throughout the University and is essential to their teaching and research missions.

Through search and analysis, the University has identified a demonstrator model, manufactured by the same company, that is the equivalent of a new model in all material respects, including a full manufacturer's warranty. The price of a new model is \$1.2 million. The demonstrator model is available to the University at a cost of \$552,200. This price is fair, reasonable and very favorable.

This action is a sole source acquisition because the probability of finding a like microscope at such a discounted price is extremely low. Because the manufacturer of the existing microscope is the same as the microscope under consideration, the time to train faculty, staff and students will be minimized, and certain existing ancillary components may be migrated to the replacement microscope without adjustment or modification.

Funding has been identified and is available from four sponsored projects, including centers funded by the National Science Foundation.

President Boren recommended the Board of Regents authorize the President or his designee to award a contract in the amount of \$552,200 to JEOL USA, Inc. of Peabody, Massachusetts, on a sole source basis, for the acquisition of a transmission electron microscope.

Regent Bentley moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

The meeting adjourned for the day at 4:55 p.m.

The meeting reconvened on Wednesday, June 25, 2003 at 10:05 a.m. in the same location. All Regents were present.

MINUTES

Regent Everest moved approval of the minutes of the Regular Meeting held on May 9, 2003 as printed and distributed prior to the meeting. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

ROGERS STATE UNIVERSITY

REPORT OF THE PRESIDENT

President Wiley thanked President Ross and her staff for their hospitality in hosting the Regents' meeting.

TUITION INCREASE

The legislature has recently passed legislation changing the current methodology in establishing rates for tuition and fees. With the passage of the legislation, and to provide adequate planning by the University, the University started the process of communication with student government organizations, other student groups and the students at large, concerning the possibility of approximately a 10-15 percent increase in resident and non-resident tuition effective fall 2003.

Students have been briefed that the additional funds will be used for new degree programs, additional fulltime doctorally qualified faculty and improved and enhanced technology. Student services will be increased in the areas of providing a health clinic, improved facilities and scholarships.

President Wiley requests the Board of Regents approve an increase in resident and non-resident tuition per credit hour by an approximate amount of 14.7 percent of the current academic year rates for resident tuition and 18.4 percent of the current academic year rates for nonresident tuition beginning fall semester 2003. A fulltime resident student (30 credit hours/year) will pay approximately \$378 in additional tuition and fees next year. If approved, these new rates will be submitted to the Oklahoma State Regents for Higher Education for final approval.

President Wiley recommended the Board of Regents approve the proposed resident and non-resident tuition rates, effective fall 2003 semester.

	Lower Division Resident	Upper Division Resident	Lower Division Non-Resident	Upper Division Non-Resident
Current	\$56.05	\$57.25	\$99.75	\$110.45
Proposed	\$65.00	\$65.00	\$130.00	\$130.00

Regent Stuart moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

FISCAL YEAR 2004 BUDGET

The *Executive Summary and Budget Document* was presented to the Board separately.

EXECUTIVE SUMMARY
Rogers State University Budget Request for Fiscal Year 2003-2004

Rogers State University's Budget Request for fiscal year 2003-2004 represents the budget requests for the University. The increased offering of Bachelor of Science degrees, capital investment in facilities on the Claremore campus, forecasts of an increased enrollment for the fall semester, increased tuition rates and reduction in State- appropriated monies is included in the budget. The budget request reflects these significant changes.

Educational and General Budget Summary

The Total Projected Revenue for FY2004 is \$17,513,953 comprised of State appropriations in the amount of \$11,158,949 or 63.7% of the budgeted revenue, tuition in the amount of \$5,131,710 or 29.3%, student fees of \$931,294 or 5.3%, gifts and grants of \$292,000 or 1.7%. These revenue projections incorporated the State Regents for Higher Education allocation of funds and authorized 14.7 and 20.6 percent increase in resident and non-resident tuition presented to the Board during the June meeting.

The Total Projected Expenditures for FY2004 are \$19,538,403 and are allocated as follows:

Instruction is budgeted \$9,101,047 or 46.6%, public service \$310,862 or 1.6%, academic support \$2,439,253 or 12.5%, student services \$1,500,600 or 7.7%, institutional support \$2,696,341 or 13.8%, operation and maintenance of plant \$2,450,300 or 12.5%, and scholarships \$1,040,000 or 5.3%.

Major expenditure increases reflect the desire to hire new faculty, the retention of outstanding faculty, the cost of health insurance, increased operating cost such as utilities and risk management insurance, and scholarships.

Academics continues to receive the majority of funding to fill faculty positions, to attract the most qualified faculty, and to provide an excellent environment for learning.

Public service activities provide the community various resources, services and expertise within the University, to improve the quality of life of the community and to assist in economic development efforts.

Student services expenditures reflect the University's concern for student development outside the classroom in the areas of social activities, cultural development, counseling and career guidance.

In our continuing commitment to maximize funds allocated to academics, our administrative costs percentage dropped from 14.5% in FY02, 13.9% in FY03 to 13.8% in FY04, and remains below the 16% cap requirement of the State Regents.

Operation and Maintenance of Plant has funding to accomplish the task of routine maintenance and repairs. We anticipate adequate funding to pay for utilities and insurance unless there are major universal increases.

Scholarships for students in the form of tuition waivers have increased from \$584,051 in FY03 to \$1,040,000 in FY04 and remain within the 3.5% of budget requirement of the State Regents for Higher Education.

Significant to meeting the projected expenditures for the next fiscal year, is the use of prior year reserve funds in the amount of \$2,024,450. This money is budgeted for unfilled faculty and staff positions and for library books and periodicals. We anticipate part of this amount to be recaptured during the fiscal year through expanded recruiting efforts, increased enrollments and conservative spending patterns demonstrated by the University staff.

However, this does reflect the need of continued funding by the legislature to implement the four-year degree granting status of the University during the next legislative session.

The projected unobligated reserve balance for June 30, 2004 is \$2,269,573. This amount is 10.4% of budgeted expenditures and adheres to the State Regents for Higher Education recommendation for reserve requirements.

Educational and General Budget Part II Summary

Important to the University is the additional funding of Federal monies, grants and other outside sources of revenue to enhance the quality of student learning.

This year's budget reflects funding consistent with prior years programs with increases for Federal programs and slight decreases for programs funded through the State. Overall, \$10,664,499 is budgeted, compared to \$9,388,459 in the current fiscal year.

President Wiley recommended the Board of Regents approve the Operating Budget for Fiscal Year 2004 as presented.

Regent Everest moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

NONSUBSTANTIVE PROGRAM CHANGES

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 modification itemized below has been approved by the President and the Vice President for Academic Affairs, based on the recommendation of the appropriate department and faculty, Curriculum Committee, and the Academic Council. They are being forwarded to the Board for information only.

PROGRAM MODIFICATIONS

1. PROGRAM: Minor in Biology

PROPOSED COURSES:

Requirements:

Core Courses (13-14 hours)

BIOL 1144 General Cellular Biology

and two of the following three courses:

BIOL 2205 General Zoology

BIOL 2104 General Botany

BIOL 3525 Biology of Microorganisms

or BIOL 2124 Microbiology

Electives:

Nine upper-division hours in biology

TOTAL CREDIT HOURS: 22-23

Recommendation:

Chemistry I, CHEM 1315, for Physical Science requirement
in General Education

Not open to students choosing Bachelor of Science in Biology.

COMMENTS: Based on department, Curriculum Committee, and Academic
Council recommendation.

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

REVISED CAMPUS MASTER PLAN LONG-RANGE PROJECTSThe Revised Campus Master Plan Long-Range Projects reflects capital improvement
needs for the University.

Library Expansion	\$ 4,000,000
Building Renovations	\$ 6,000,000
Bartlesville Classroom & Lab Building	\$ 2,500,000
Pryor Classroom & Laboratory Building	\$ 1,200,000
Technology & Equipment Improvements	\$ 1,000,000
Classroom/Laboratory Building Phase I	\$ 3,000,000
Distance Learning	\$ 2,500,000
ADA & Infrastructure	\$ 850,000
Student Services Center	\$ 1,700,000
Horse & Ranch Mgmt. Facility Relocation	\$ 1,200,000
Expansion of Maintenance Facility	\$ 100,000
Advanced Telecommunications	\$ 2,013,200
Classroom/Laboratory Phase II	\$ 3,000,000
Vehicles	\$ 300,000
HV/AC Retrofit	\$ 400,000
Street & Sidewalk improvements	\$ 700,000
Furniture, Fixtures, & Equipment	\$ 800,000
Campus Beautification	\$ 600,000
Infrastructure and Renovations	\$ 500,000
Renovations Meyer Hall & Preparatory Hall	\$ 750,000
Economic and Community Development Center	\$ 1,000,000
Environmental Conservation Education Center	\$ 500,000
Performing Arts Center	\$ 15,000,000
TOTAL	<u>\$ 49,613,200</u>

President Wiley recommended the Board of Regents approve the above revised
Campus Master Plan Long-Range ProjectsRegent Weitzenhoffer moved approval of the recommendation. The following voted
yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The
Chair declared the motion unanimously approved.

MANAGEMENT AGREEMENT BETWEEN ROGERS STATE UNIVERSITY AND ROGERS STATE UNIVERSITY FOUNDATION, LLC

Rogers State University Foundation, LLC for the past two years has contracted with Century Management Company to manage and operate the student housing on the Rogers State University campus. The Foundation and Century Management have mutually agreed to terminate the agreement. The Foundation desires to have the University operate the housing on campus. The President and staff agree that the students, Foundation and University would benefit if the University were to operate and oversee the management of the student housing.

The management agreement was reviewed by legal staff and is attached hereto in draft form as Exhibit D.

President Wiley recommended the Board of Regents approve the management agreement between R.S.U. and R.S.U. Foundation, LLC, and authorize President Wiley to execute the management agreement, subject to final approval by Legal Counsel.

Regent Clark moved approval of the recommendation as amended. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

AWARD OF CONTRACT FOR EXISTING DORMS

To meet the needs of an increasing number of students desiring housing on Campus, the University has recently constructed new housing for single students. There has been a void in housing for married students or students with children. To address this need, the University desires to remodel the old dorms that housed single students, and convert the units into family housing. Twelve units in Downs Hall and 18 units in Ledbetter Hall have been identified for this purpose. The architect, Jim Graber, was consulted, and designed the specifications. The University bid the project, and proposals were received on June 17, 2003 from five contractors. The bids have been evaluated by Mr. Jim Graber, the project architect, the President and representatives of the University.

The President recommends The Brown Construction Company, Inc. as the successful bidder. He recommends accepting the base bid L and alternates D1, D3, L1, L2, L3, L5 for a total of \$239,200.

State Statutes allow change orders to be issued for up to 15 percent cumulative increase in original amount of the project costing \$1,000,000 or less.

Board approval of this project will authorize the President or his designee to sign the contracts, and will allow issuance of change orders of up to 15 percent of the contract amount and within budget limitations. The contract amounts and authorized change orders total \$275,080.

A complete tabulation of the bids received was presented and is attached hereto as Exhibit E.

President Wiley recommended the Board of Regents :

- I. Award a contract in the amount of \$239,200 to The Brown Construction Company, Inc., Tulsa, Oklahoma, for the renovation of Ledbetter Hall and exterior repairs to Downs Hall; and
- II. Authorize the President or his designee to sign the contract and the necessary change orders during the renovation project within statutory and project budget limitations.

Regent Stuart moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

AWARD OF CONTRACT FOR ADDITIONAL PARKING LOTS

With the rapid growth of enrollment, the existing parking on Campus has become inadequate. The student senate, faculty and visitors have expressed a desire to have more parking lots on Campus. The University's Director of the Physical Plant and the Director of Campus Police assessed the availability of parking and recommended three additional areas for future parking. The President authorized the architect to design the lots to provide the maximum spaces possible, to have proper curbing, drainage and lighting.

The University advertised for three new parking lots. Bid A is a new parking lot for the library that is under construction. Bid B is additional parking and re-surface of an existing parking lot located at the Student Union and next to Baird Hall. This project has been identified as critical to the University at this time. Bid C is a new parking lot identified as the third priority located near the Rifle Range. Bids were received on June 17, 2003 from six vendors. Each parking lot was bid separately in order to provide flexibility to the University in selecting appropriate lots depending on cost for each lot and the length of time to complete construction.

The University believes that it is important to have additional parking available to meet the increasing demand for parking by the fall semester.

The President recommends Accell Construction as the successful bidder. He recommends accepting the base bid A & B and alternates A1, A2, B1, B2, B3 for a total of \$334,537. State Statutes allow change orders to be issued for up to 15 percent cumulative increase in original amount of the project costing \$1,000,000 or less. Board approval of this project will authorize the President or his designee to sign the contracts and will allow issuance of change orders of up to 15 percent of the contract amount and within budget limitations. The contract amounts and authorize change orders total \$384,718.

A complete tabulation of the bids received was presented and is attached hereto as Exhibit F.

President Wiley recommended the Board of Regents :

- I. Award a contract in the amount of \$334,537 to Accell Construction, Claremore, Oklahoma, for a parking lot; and
- II. Authorize the President or his designee to sign the contract and the necessary change orders during the project within statutory and project budget limitations.

Regent Everest moved approval of the recommendation as amended. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

ADMINISTRATIVE AND PROFESSIONAL PERSONNEL ACTION

RESIGNATION:

Hancock, Barry, Dean for Bartlesville campus, June 12, 2003. Administrative Staff.

President Wiley recommended the Board of Regents approval of the administrative and professional personnel action listed above.

Regent Stuart moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

LITIGATION

This item was included in the agenda for the purpose of meeting with General Counsel in executive session for a report on pending and possible litigation. No executive session was held, and there was no report.

CHAIRMAN'S REPORT

Chairman Blankenship took the opportunity to thank President Ross for her hospitality and the wonderful reception on the past evening.

CAMERON UNIVERSITY

REPORT OF THE PRESIDENT

Dr. Ross first introduced additional executive officers attending the Regents' meeting: Dr. Richard Lee, incoming Provost, and Ms. Samantha Wartley, Vice President for Student Services. The University continues to partner with the community to bring businesses to Southwestern Oklahoma and recently hosted a luncheon for technological businesses. The Oklahoma Medical Research Foundation has donated two DNA sequencers to the Biology department, making Cameron the only regional university in the state to have sequencers. The equipment will be used to engage students in undergraduate research. Two members of the faculty, Assistant Professors Carla Guthridge and Jim Johnson, spoke of the impact this equipment will have on their students. The University continues to partner with groups in the community and throughout Southwest Oklahoma, including a strong alliance with the Comanche Nation that recently brought 21 Native American students to campus, a luncheon with the ministerial leaders of the African-American community, offering space to Western Oklahoma State College and the

Lawton medical community for WOSC to offer their nursing associate program, and many summer academies and camps that will bring over 1,000 potential students to Cameron. KSWO TV recently aired a four-part documentary that was produced at the University.

FISCAL YEAR 2004 BUDGET

Cameron University's proposed budget for Fiscal Year 2003-2004 represents financial requests indicative of an evolving university. An increase in the amount of both public and private scholarships offered to prospective students; new educational partnerships with a variety of entities, including the Comanche Nation and Western Oklahoma State College; and capital investments in facilities are all indicators of a maturing university. The proposed budget request reflects these and other changes.

Cameron is committed to focused enhancements, in spite of financial constraints caused by the State's current budget crisis. There has been a reallocation of priorities with a concomitant reallocation of resources. During the 2002-2003 academic year, the University embarked on a comprehensive strategic planning process that will give it a roadmap to focus its scarce resources on University priorities in future years. An increase in faculty and student involvement in University affairs has accompanied this.

Participation by partners in the private sector was extremely important during this past academic year. Private investments replenished tuition lost by the deployment of CU students to the Middle East as part of Operation Iraqi Freedom. Private dollars aided in the establishment of an endowed chair in music, numerous endowed lectureships, and will enable Cameron to fill an endowed chair in management in the fall.

Retirements in several top University management positions were handled successfully, with the positions of Provost, Vice President of Business and Finance and Vice President of Student Services filled, and a search initiated for a Vice President for Development. A search is also underway for an Associate Provost of Enrollment Management, a position designed to improve Cameron's enrollment process, as well as to serve current and prospective students.

Rather than retreat from this financial challenge, Cameron plans to make an investment in its future by moving ahead on the transformation of the vacant physical science building into the Center for Emerging Technology and Entrepreneurial Studies and the establishment of a Living/Learning Center.

These investments are key to Cameron establishing a firm footing and fulfilling its mission and promise to Southwest Oklahoma.

Educational & General Budget Summary

Total projected revenue for Fiscal Year 2004 is \$30,477,390. This is comprised of State appropriations in the amount of \$17,638,016 (or 57.9 percent of budgeted revenue), tuition in the amount of \$9,622,637 (31.6 percent), student fees of \$2,149,000 (7.1 percent), gifts, grants and State program reimbursements of \$827,087 (2.7 percent), and other income of \$240,650 (.8 percent). These revenue projections incorporate an allocation of funds by the Oklahoma State Regents for Higher Education and tuition and fee increases.

A series of reductions in State allocations to higher education during recent months continues to have a serious impact on Cameron's operations. The University's State allocation was reduced by \$398,569 (two percent) during the 2001-2002 academic year, which was followed by a series of three reductions during the current academic year. These reductions totaled \$1,457,005, or 7.25 percent. For the 2003-2004 academic year, Cameron has been instructed to trim an additional three percent, or \$615,489. In all, the University has dealt with a loss in State allocations totaling \$2,471,063 in a period of 18 months.

Overall, Cameron's allocation of State-appropriated funds through the Oklahoma State Regents for Higher Education has been reduced by 10.28 percent to a total of \$18,076,373. For Fiscal Year 2003-2004, funding for Campus operations and annualized program funding has decreased by 9.99 percent, while other program funding, including "Brain Gain," Section 13 Offset funds and funding through H.B. 1706 was reduced from \$551,553 to \$438,357 – a decrease of 20.52 percent.

Cameron's mandatory costs continue to increase in the categories of health insurance (\$188,000), utilities (\$228,000), property and casualty insurance (\$179,000) and fulfillment of contractual obligations (\$122,400). In all, this totals \$717,400.

Cameron's revenues have remained relatively flat in recent years, going from \$29,509,000 during Fiscal Year 2001-2002, to \$30,083,000 in FY2002-2003, to a projected \$30,477,000 in FY2003-2004.

Meanwhile, budgeted expenditures for FY2003-2004 are projected to total \$32,019,073, or a three percent increase from the current academic year. Expenditures include \$18,241,247 for instruction (percentage unchanged from the previous fiscal year), \$123,042 for research (a two percent increase), \$325,064 for public service (down six percent), \$1,568,014 for academic support (a 15 percent increase), \$1,834,992 for student services (a three percent increase), \$3,304,090 for institutional support (up one percent) and \$4,571,135 for physical facilities (down three percent). Overall, University expenditures will increase only one percent. A commitment has been made to expand scholarships and waivers offered to potential CU students. For FY2003-2004, this amount will be \$2,051,489, or an increase of 44 percent from the current fiscal year.

Significant to meeting the projected expenditures of the next fiscal year is the use of prior year reserve funds in the amount of \$1,541,683. These reserve funds are budgeted to meet mandatory cost increases, fund tuition waivers and partially offset the decrease in State appropriations. Even though it is anticipated that some of these funds will be recaptured through expanded student recruitment efforts resulting in increased enrollment and through conservative spending patterns demonstrated by Cameron faculty and staff, increased funding is needed from the Oklahoma Legislature if Cameron is to adequately meet the education needs of the region.

The projected unobligated reserve balance for June 30, 2004, is \$1,798,055. This amount is six percent of budgeted expenditures, falling short of the 8.33 percent reserve recommended by the Oklahoma State Regents for Higher Education.

A reduction in Cameron's personnel, primarily through the elimination of positions and reassignment of current faculty and personnel, will yield total salary and benefit savings of \$627,407. This includes six faculty (saving \$312,539), seven professional staff (\$263,456) and two classified staff (\$51,412). Three of these 15 positions were shifted from the University's Educational and General budget, and will be funded through other sources.

President Ross recommended the Board of Regents approve the Operating Budget for Fiscal Year 2004 as presented.

Regent Weitzenhoffer moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

TUITION ADJUSTMENTS EFFECTIVE FALL 2003 SEMESTER

The proposed tuition increases will be used to partially offset reduced funding from the State of Oklahoma, in an effort to maintain quality instruction and to provide support services at a reduced level. Cameron University's State appropriations were reduced \$1,457,005 (7.25%) in fiscal year 2003. Cameron University's operating funds will be further reduced by \$615,489 (2.74%) in fiscal year 2004. When increases in mandatory costs of \$717,400 are also considered, Cameron University is coping with \$2,789,894 (14%) in reduced State allocations and increased mandatory costs. It is expected that \$1,616,148 will be collected by the proposed increases in tuition and fees, partially offsetting the loss in State revenue.

Dr. Paul Risser, Chancellor for the Oklahoma State Regents for Higher Education, has established the following guidelines for requesting tuition increases:

- Communication of tuition request to student government organizations, other student groups and students at large
- Efforts to increase need-based financial aid proportionately to tuition
- Analysis of the expected effect of tuition increases on enrollment
- Dedication to cost-effectiveness in operations

President Ross presented tuition adjustment information in sessions with Cameron's Student Government Association representatives on March 3, 2003 and in meetings open to all students on March 6 and 12, 2003. At each of these sessions, students were briefed on a range of tuition increase options. It was communicated that the final amount of tuition adjustment would be dependent on the level of the University's FY 2003-2004 State funding. Students were also briefed on the proposed uses of the additional tuition revenue.

President Ross and Cameron University are committed to keeping the cost of attending Cameron University affordable. To that goal, Cameron University has budgeted an additional \$392,000 in resident tuition waivers, an increase of 74 percent over estimated fiscal year 2003 resident tuition waivers. The Cameron University Foundation, Inc. has established and funded an emergency loan program for students, provided \$52,800 for a new scholarship program called President's Partners Scholars, and provided additional scholarship funds to further assist students in meeting their financial needs in fiscal year 2003.

Based on discussions with students, faculty and community leaders, Cameron University does not expect the proposed tuition increases to have any significant effect on the enrollment of new students or the continued enrollment of existing students.

Cameron University's administrative costs are currently within guidelines established by the Oklahoma State Regents for Higher Education. In meeting fiscal year 2003 required Educational and General allocation reductions, support department budgets were reduced approximately two percent. There are no plans at this time to restore those budgets. Additionally, five administrative positions have been eliminated.

President Ross recommended the Board of Regents approve changing from separate lower and upper division tuition rates to a single undergraduate tuition rate, and approve the following per credit hour resident and non-resident tuition rates effective fall semester 2003.

Resident Tuition Per Credit Hour			
	Lower Division	Upper Division	Graduate
Current	\$56.05	\$57.25	\$75.55
Proposed	\$65.00		\$85.00

Non-Resident Tuition Per Credit Hour			
	Lower Division	Upper Division	Graduate
Current	\$99.75	\$110.45	\$129.45
Proposed	\$130.00		\$155.00

Regent Clark moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

FEES REQUEST FOR FISCAL YEAR 2003-2004

To meet requirements established by the Oklahoma State Regents for Higher Education, various fee increases were requested and approved by the Board of Regents at its December 2002 meeting. As a result of recent changes in the statutes governing tuition and fees, as well as additional reductions in State allocations for fiscal year 2004, Cameron University is requesting the following mandatory fees for fiscal year 2003-2004. Fees changed from those approved in December 2002 are in *italics*.

Fee Description	Fiscal Year 2003	Approved for Fiscal Year 2004	Requested for Fiscal Year 2004
<i>Library Automation and Materials</i>	\$2.25	<i>\$4.00</i>	<i>\$3.50</i>
Student Technology Services	7.00	8.00	8.00
Student Facility	4.00	7.30	7.30
<i>Student Activity/Student Government</i>	<i>5.15*</i>	<i>5.50*</i>	<i>5.80*</i>
Student Assessment	1.00	1.00	1.00
Academic Records	1.00	1.00	1.00
Academic Lecture and Cultural	1.00	1.00	1.00
	\$21.40	\$27.80	\$27.60

*Includes Student Government fee of \$.15

1. Cameron University is requesting a decrease of \$.50 per credit hour in the Library Automation and Materials fee from \$4.00 to \$3.50 per credit hour. The request to decrease the fee is the result of obtaining new cost estimates and updated estimates of revenue generated by fees. Cameron University's December 2002 request estimated that \$175,000 would be generated by the fee increase. The additional revenue will fund approximately 70% of the costs associated with a total replacement of the Library's enterprise software and hardware, with the remaining funding coming from the Educational and General Budget. This project will enable the Library to provide

services through the Internet to resident and distance learning students. Previous cost estimates were projected at \$250,000. New cost estimates for replacing the Library's enterprise software indicate it will cost \$200,000. The recommended increase of \$1.25 per credit hour provides the desired funding level for this project.

2. Cameron University is requesting an additional increase of \$.30 per credit hour in the Student Activity/Student Government Fee from \$5.50 to \$5.80 per credit hour. Cameron University's December request was based on increased costs associated with adding men's cross-country to the intercollegiate athletic program. Five scholarships, a total of approximately \$30,000, would be required to support the program. Subsequently Cameron University requested and received from the NCAA a one-year delay in adding an additional athletic program. However, due to additional requests for funding from the Student Activity Fee Allocation Committee for student activities, an increase in cost for athletic scholarships due to tuition and fee increases, and the transfer of personnel costs for student activities from the Educational and General Budget to the Student Activity Budget as a result of State budget reductions, an additional \$.30 per credit hour is required.

It is important to note that the total mandatory fees have been reduced \$.20 per credit hour from the amount approved by the Regents in December.

President Ross recommended the Board of Regents approve the change in fees for fiscal year 2003-2004.

Regent Stuart moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

SELECTION OF ARCHITECTURAL/ENGINEERING SERVICES FOR RENOVATIONS OF PHYSICAL SCIENCE BUILDING

At the March 2003 meeting of the Board of Regents, Cameron University officials notified the Board that the process to select an architectural/engineering firm to provide professional services to renovate the Physical Science Building had been initiated. The project involves renovation of the building to include HVAC, interior configuration, and some electrical/mechanical systems. The preliminary estimate of cost for the project is approximately \$1,946,625. The project will be funded from a combination of 1998 Bond Issue proceeds, Governor's Oil Overcharge Funds, institutional funds, and private donations. One portion of the private donations is still in negotiation, and the project will not proceed past the initial feasibility study until that issue is resolved, which is expected in July 2003.

The consultant will provide an initial feasibility study including development of an estimate of construction costs. When the study is completed, the consultant will be authorized to proceed with schematic design, design development, and construction documents for bid purposes, as appropriate, if funds are available.

Following Board policy, the selection process is now complete. Thirty architects responded to the request for submission of credentials. Their submissions were screened according to Board policy, and five firms were interviewed. The interview committee evaluated the firms on the basis of the criteria presented on the CAP 117 Consultant Interview Evaluation Form and rated the firms highest to lowest as follows:

1. LWPB Architects and Planners, P.C.
2. Richard R. Brown Associates, Architects
3. Architectural Design Group, Inc.
4. McSorley Architects
5. Atkins Americas, Inc.

The interview committee was composed of the following university personnel:

Dr. Don Sullivan, Provost Emeritus, Chair
 Dr. Terral McKellips, Interim Provost
 Mr. Glen Pinkston, Vice President for Business and Finance
 Dr. Sylvia Burgess, Dean, School of Business
 Mr. Don Aguilar, Chair, Department of Multimedia Design
 Mr. Harold Robinson, Director, Physical Facilities

PHYSICAL SCIENCE BUILDING RENOVATION PROJECT
 CONSULTANT SELECTION EVALUATION SUMMARY

	<u>LWPB</u>	<u>RBA</u>	<u>ADG</u>	<u>McSorley</u>	<u>Atkins</u>	<u>Total Possible Points</u>
Team Proposed for the Project	7	7	7	7	6	8
Proposed Management Plan	7	7	7	7	7	8
Previous Experience of the Team	12	12	12	11	11	13
Location of Offices	5	5	5	4	5	5
Project Control	8	8	7	7	7	8
Proposed Design Approach	8	7	7	7	7	8
Recent Similar Projects	11	11	11	11	11	12
Design Awards	4	3	4	3	4	4
Experience, Capabilities, and Related Matters	32	32	31	32	31	34
Total Points	94	92	91	89	89	100

No five-point preference was awarded since all firms are located within the State.

President Ross recommended the Board of Regents:

- I. Rank in the order presented above the architectural firms that are under consideration to provide professional service required for renovation of the Physical Science Building at Cameron University;
- 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 her designee to execute the consultant agreement.

Regent Austin moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

INTERNATIONAL STUDENT STATUS MAINTENANCE FEE

Cameron University currently has approximately 200 international students, and expects an increase of between 30-50 students in academic year 2003-2004. Additionally, Cameron University receives inquiries from 300-500 international students per year. As the number of international students expressing interest in or attending Cameron University has grown, so has the demand on Cameron University's resources. The requested fee increase will generate additional revenue of \$15,750 to be used to partially offset the increased cost incurred by Cameron University in evaluating prospective foreign students' credentials, corresponding with prospective foreign students, issuing Bureau of Citizenship and Immigration Services (BCIS) Form I-20 permitting foreign students to apply for a visa, entering every application received in the BCIS' Student and Exchange Visitor Information System (SEVIS), updating SEVIS each semester for each enrolled foreign students enrollment status, processing all student requests to the BCIS, and other similar requirements.

President Ross recommended the Board of Regents approve an increase in the International Student Status Maintenance Fee from \$15 per semester to \$50 per semester.

Regent Stuart moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

ESTABLISHMENT OF THE TRENT PATTON ENDOWED LECTURESHIP

Mr. Lynndell Patton and Mrs. Sherry Patton have donated \$12,500 in memory of their son, Trent, to advance the quality of education in science through an endowed lectureship to establish and maintain a summer program for children in the sixth through eighth grades. The program will be designed, developed and implemented by the School of Science and Technology of Cameron University. It will be known as "Trent's Adventure Program (TAP)," and will be an innovative program that captures the imaginations of young people with scientific interests, to inspire them to pursue careers in the sciences.

The Patton gift has been matched by \$12,500 from the McCasland Foundation, to create a total gift of \$25,000. In recognition of the gift, President Ross recommends the establishment of the Trent Patton Endowed Lectureship in Science Adventures and asks approval to seek matching funds from the Oklahoma State Regents for Higher Education.

Mr. Lynndell Patton and Mrs. Sherry Patton were present. Mrs. Patton spoke briefly about her son and how a summer science camp at Cameron sparked his interest in electrical engineering. She and Mr. Patton are happy to make this gift to the University in the hopes of interesting additional students.

President Ross recommended the Board of Regents approve the establishment of the Trent Patton Endowed Lectureship in Science Adventures and the application for matching funds from the Oklahoma State Regents for Higher Education.

Regent Stuart moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

CAMERON UNIVERSITY CAMPUS MASTER PLAN

1. Renovation of Student Union. The existing Student Union is in extreme need of renovation to upgrade its appearance and functionality. Consistent with Cameron University's goal of becoming the "university of choice" for students graduating from high school in southwestern Oklahoma, the Student Union serves as the center of attraction for both current and prospective students. Although a new student center has been approved by the Board and is listed on the University Campus Master Plan, funding for this project is not currently available. During open meetings and lunches held by President Ross with individual students and student groups, one of the subjects discussed was the current facility and the need to upgrade its appearance to create a more pleasing atmosphere and to increase its functionality for both traditional and non-traditional students. A detailed evaluation of needs includes adding a canopy over the front main patio area and furnishing this area to create an outdoor café concept, refinishing a portion of the exterior by painting, replacing the interior wall finishes, replacing and increasing interior lighting, and replacing the ceiling and flooring. Additionally, the building entrance doors do not meet ADA requirements and will be replaced and upgraded by installing automatic openers. The major portion of the project will be completed with in-house resources; the competitive bidding process will apply to those components requiring outsourcing. Estimated cost is \$125,000, including furniture and fixtures, to be paid from currently available Student Facility Fees.

2. ADA Entrance Doors. A survey of campus buildings was conducted to determine ADA needs to provide building access accommodation for students, faculty and staff. The only buildings currently equipped with automatic entry assisted doors are Shepler Center, the Sciences Complex and the Administration Building. During open meetings President Ross held with students to address their needs, concerns, and issues, the lack of adequate access was repeatedly identified. Buildings most often identified as requiring assisted entry are the Library, Howell Hall, Burch Hall and Nance-Boyer Hall. These buildings are major academic facilities that house the majority of classrooms and consequently, the majority of students. Although specific and detailed information on the number of students who have disabilities is not available, the number is increasing each semester. Other buildings are currently being evaluated at this time to determine any unmet ADA access needs. To insure that all students, faculty and staff are provided access-friendly facilities, and to further comply with Federal ADA law, exterior entrance doors in the Library, Howell Hall, Burch Hall and Nance-Boyer Hall will be replaced and upgraded by installing automatic openers. Estimated cost for the four buildings is \$150,000, to be funded from currently available Section 13 funds.

It is the intent to have the renovations described above completed for students at the beginning of the fall semester.

President Ross recommended the Board of Regents approve for bid up to \$125,000 for specific renovations of the Student Union and up to \$150,000 for ADA-compliant door replacements in four University buildings. The projects are scheduled in the Cameron University Master Plan for construction in fiscal year 2003-2004. Total cost of the projects is not to exceed \$275,000.

Regent Weitzenhoffer moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

SELECTION OF ARCHITECTURAL/ENGINEERING SERVICES FOR SPRINKLER SYSTEM

At the March 2003 meeting of the Board of Regents, Cameron University officials notified the Board that the process to select an architectural/engineering firm to provide professional services to design an automatic sprinkler system for Shepler Center had been initiated. The project involves installation of fire suppression and detection systems and other safety renovations. The preliminary estimate of cost for the project is approximately \$700,000. Funding for the project is from Student Facility Fees.

The consultant will provide an initial feasibility study including development of an estimate of construction cost. When the study is completed, the consultant will be authorized to proceed with schematic design, design development, and construction documents for bid purposes, as appropriate.

Following Board policy, the selection process is now complete. The interview committee evaluated the firms on the basis of the criteria presented on the CAP 117 Consultant Interview Evaluation Form, and rated the firms highest to lowest as follows:

1. The Alpha Group, Oklahoma City
2. Carter & Burgess, Oklahoma City
3. RJA (Rolf Jensen), Tulsa

The interview committee was composed of the following administrators:

Mr. Glen Pinkston, Vice President for Business and Finance, Chair
Dr. Terral McKellips, Interim Provost
Ms. Samantha Wartley, Vice President for Student Services
Mr. Harold Robinson, Director, Physical Facilities

**SHEPLER CENTER SPRINKLER SYSTEM AND FIRE PROTECTION
CONSULTANT SELECTION EVALUATION SUMMARY**

	<u>Alpha Group</u>	<u>Carter & Burgess</u>	<u>RJA (Rolf Jensen)</u>	<u>Total Possible Points</u>
Team Proposed for the Project	14	14	14	15
Proposed Management Plan	9	9	9	10
Previous Experience of the Team	13	14	13	15
Location of Offices	9	8	8	10
Project Control	9	9	9	10
Proposed Design Approach	9	10	9	10
Recent Similar Projects	14	13	12	15
Design Awards	4	4	4	5
Experience, Capabilities and Related Matters	10	9	8	10
Total Points	<u>91</u>	<u>90</u>	<u>86</u>	<u>100</u>

No five-point preference was awarded since all firms are located within the State.

President Ross recommended the Board of Regents:

- I. Rank in the order presented below the architectural firms that are under consideration to provide professional service required for design of an automated sprinkler and fire protection system for Shepler Center;
- 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 her designee to execute the consultant agreement.

Regent Austin moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

CURRICULUM CHANGES

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 only. The course additions and modifications listed below have been approved by the Provost of Cameron University, upon recommendation of the respective departments and deans, and approved by the Curriculum Committee.

COURSE ADDITIONS	
PREFIX/NUMBER	TITLE
EDUC 4815	Directed Observation and Internship in the Elementary School – Mild/Moderate Disabilities
EDUC 4825	Directed Observation and Internship in the Elementary School – Severe/Profound/Multiple Disabilities
EDUC 4835	Directed Observation and Internship in the Secondary School – Mild/Moderate Disabilities
EDUC 4845	Directed Observation and Internship in the Secondary School – Severe/Profound/Multiple Disabilities
MUSC 1033	World Music in Culture

COURSE MODIFICATIONS		
PREFIX/NUMBER	TITLE	COMMENTS
MIS 3033 (Old) MIS 3083 (New)	Systems Analysis and Design	Change in prerequisite and number.
MIS 3083 (Old) MIS 3033 (New)	Database Management	Change in number.

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

RESOLUTION HONORING DR. TERRAL L. MCKELLIPS

RESOLUTION

WHEREAS, Dr. Terral L. McKellips' service to Cameron University will officially end on June 30, 2003;

WHEREAS, such qualifications as a Bachelor of Science degree in Mathematics from Southwestern Oklahoma State University, a Master of Science in Mathematics degree and an Ed.D. in Higher Education from Oklahoma State University, advanced graduate studies at Tulane University and The University of California-Santa Barbara, and fellowships from the National Science Foundation enabled him to have a significant and profoundly positive impact on Cameron;

WHEREAS, his service to higher education extends to June 1968 when the Cameron State Agricultural College was enrolling its first junior class and asked him to organize a math department to serve its newly established baccalaureate program;

WHEREAS, in the decades that followed, he served students in the classroom as a professor, as chair of Cameron's mathematics department, as Dean of the School of Mathematics and Applied Sciences and as Provost;

WHEREAS, his involvement in such organizations as the Mathematical Association of America, the National Council of Teachers of Mathematics, and his direction of statewide leadership institutes for mathematics department chairs greatly increased Cameron's visibility and reputation;

WHEREAS, even following his retirement after 33 years of service, Dr. McKellips' love of higher education and Cameron University caused him to return to active service in August 2002 to facilitate Cameron's transition to a new president;

WHEREAS, he has done an outstanding job in carrying out the duties and responsibilities of Interim Vice President for Business and Finance, and Interim Provost during this "second career" at Cameron University;

WHEREAS, he has modeled the epitome of character, integrity, fairness and discipline to those on the Cameron campus, to the entire local community, and to all those joined with him to protect the welfare of higher education and the students it serves in Oklahoma; and

WHEREAS, Cameron University will forever be indebted to Dr. McKellips for his knowledge, wisdom, professionalism, expertise, and love of higher education, and the positive impact he has had on the college students of Southwest Oklahoma;

NOW, THEREFORE, BE IT RESOLVED that the Board of Regents governing The University of Oklahoma, Cameron University and Rogers State University acknowledges with deep gratitude Dr. McKellips' pivotal role in the growth, development and administration of Cameron University. His vision and leadership have forever enriched current and future students.

President Ross recommended the Board of Regents approve the above resolution.

Regent Stuart moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

FOOD SERVICE CONTRACT

In response to a solicitation sent to eight firms, proposals for food service operations in Cameron University's dining hall, snack bars in Shepler Center and the student union, and for on-campus catering were received from three companies: ARAMARK Services, Inc., Sodexo Services, Inc. and Valley Services, Inc.

A committee representing students, faculty and staff evaluated the proposals. The committee included:

- Delois Byrd, a student residing in the residence hall, participating in a meal plan and a member of the Student Dining Committee
- Cassie Brenner, Student Government Association Vice President
- Rebecca Pazoureck, Assistant Professor, Psychology & Human Ecology Department
- Samantha Wartley, Vice President for Student Services
- Glen Pinkston, Vice President for Business and Finance
- Richard McComas, Purchasing Agent
- Suzanne Foster, Business Office, Accountant
- Brenda Russell, Business Office, Supervisor, Accounts Receivable

Additionally, inquiries were made to other institutions where the contractors submitting proposals currently provide food services. Evaluative criteria included:

- Quality of food service
- Board plan options
- Cost
- Willingness to improve its dining facilities

The committee unanimously preferred Sodexo Services, Inc.'s proposal.

Sodexo Services, Inc.'s proposal addresses three main issues of the University's current food services program, as voiced by students during Dining Committee and Residence Hall Association (representing the approximate 225 residential boarders) meetings:

- Unused meals currently cannot be carried forward from week to week or from the fall semester to the spring semester.
- Current meal plans only allow meals to be eaten in the Shepler cafeteria.
- Current meal plans cannot be used for guests.

These limitations severely restrict dining flexibility and often result in students losing part of their dining investments. Sodexo Services, Inc.'s proposal includes a variety of meal plans including block plans that address these three issues. Block plans give students and their guests the flexibility for meals from the cafeteria, the Student Union or the Shepler snack bar throughout the semester. Unused block plan meals not eaten during the fall semester roll forward to the spring semester. Additionally, Sodexo proposes new meal plans for commuting students and faculty and staff.

Sodexo Services, Inc. also offers the best proposal in terms of providing funds to purchase furniture, fixtures and equipment. The company will provide \$85,000 over five years to support Cameron University's food services program. Should the contractual relationship not continue for five years, the investment would be prorated. Additionally, each year Sodexo Services, Inc. will provide the University:

- Guaranteed commissions of \$45,000
- Small equipment and china replacement fund of \$10,000
- \$5,000 for special events
- \$5,600 in athletic board scholarships
- \$1,000 for student activities

Award of the contract as recommended estimates residence hall boarding sales of \$333,645 per year. Award of the contract will require an increase in student boarding rates of five percent, raising current rates from a range of \$739.00 to \$862.00 per semester to a range of \$776.00 to \$905.00. Discussions with the Student Dining Committee indicate members support a board plan price increase, providing the existing board plan limitations are addressed. Not only does the recommended proposal address students' previously noted issues, the proposal also addresses the students' desire for extended service hours on weekends and will expand services in the Shepler snack bar to provide convenience store items. Rates for renewal options would be negotiated annually.

ANALYSIS OF ANNUAL COST FOR FOOD SERVICE PROPOSALS (for 225 residential boarders)

	Sodexo Services, Inc. <u>Oklahoma City</u>	ARAMARK Corp. <u>Irving, TX</u>	Valley Services, Inc. <u>Jackson, MS</u>
Cost of Resident Hall Boarding Program	\$366,404	\$372,780	\$669,958
Other Food Service Commissions	45,000	42,000	0
Investment	17,000	10,000	0
Other Incentives	<u>21,600</u>	<u>2,500</u>	<u>0</u>
Net Cost	\$282,804	\$318,280	\$669,958

President Ross recommended the Board of Regents approve the award of a contract in the amount of \$282,804 to Sodexo Services, Inc., the lowest bidder, for campus food service operations for fiscal year 2003-2004. The contract also grants the University four, separate and successive, renewal options of one year each at a mutually agreed upon rate not to exceed adjustments for inflation in food cost (as measured by the United States Department of Labor) and labor cost.

Regent Weitzenhoffer moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

ROOM AND BOARD CHANGES FOR 2003-2004

Due to higher costs for property insurance, utility expenses, and repair and maintenance expenses associated with an aging facility, it is necessary to raise room rates. Charges for cable, telephone service, and the Residence Hall Association Fee will remain at current levels.

The Schedule of Proposed Room Rates includes the following changes:

- Double Room: Increase \$20 per semester. The double room rates were last increased by \$29 in the fall of 1994.
- Single Room: Increase \$34 per semester. The single room rates were last increased by \$100 in the fall of 1997.

Board rates are being raised in conjunction with the awarding of a new contract for food services. The increased board rates address students’ concerns about the current food service program, including their desire for more flexible meal plans, improved quality of the food, and improvements in the dining facilities.

The Schedule of Proposed Board Rates includes the following changes:

- Board rates: Increase 5% per semester. Board rates were last increased by 2% in the 2002-03 academic year.

Schedule of Proposed Room Rates
(Including Cable, Telephone, and RHA Fee)

	2002-2003 Rate	2003-2004 Proposed	Percentage Increase
Double Room	\$631	\$651	3.2%
Single Room	\$971	\$1,005	3.5%

Schedule of Proposed Board Charges

	2002-03 Rate	2003-04 Proposed	Percentage Increase
10 Meals Per Week	\$739	\$776	5.0%
15 Meals Per Week	\$774	NA	
20 Meals Per Week	\$816	NA	

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8 Meals Per Week and \$225 Flex	\$816	\$857	5.0%
10 Meals Per Week and \$110 Flex	\$816	NA	
15 Meals Per Week and \$50 Flex	\$816	\$857	5.0%
20 Meals Per Week and \$75	\$862	NA	
60 Block Meals Per Semester and \$225 Flex	NA	\$857	
90 Block Meals Per Semester and \$110 Flex	NA	\$857	
140 Block Meals Per Semester and \$50 Flex	NA	\$857	
200 Block Meals Per Semester and \$75 Flex	NA	\$905	
Commuter 30 Block Meals Per Semester and \$50 Flex	NA	\$159	

President Ross recommended the Board of Regents approve the Schedule of Room Rates and the Schedule of Board Charges for the 2003-2004 academic year as determined above.

Regent Everest moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

ACADEMIC PERSONNEL ACTIONS

RESIGNATIONS:

Cass, Michael, Ed.D., Associate Professor, Department of Education, June 30, 2003.

Ross, John Stanley, D.M.A., Assistant Professor, Department of Music and Theatre Arts, May 12, 2003.

President Ross recommended approval of the academic personnel actions listed above.

Regent Weitzenhoffer moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

LITIGATION

This item was included in the agenda for the purpose of meeting with General Counsel in executive session for a report on pending and possible litigation. No executive session was held, and there was no report.

TUITION FOR ONLINE MBA PROGRAM

To date, Cameron's MBA program has been delivered only on-site, on the Cameron campus and at sites in Europe, or via interactive television to sites across the State of Oklahoma. The new contract in collaboration with The University of Oklahoma to deliver the program to personnel in the United States Marine Corps has added impetus to the need to make the program also available through online delivery. In addition, students who will be unable to complete the program at sites in Europe because on-site delivery has ended, have requested the opportunity to complete the program through online courses.

Cameron sought and received approval in the fall of 2002 to offer degrees online by the Higher Learning Commission of the North Central Association. Several courses are ready for online delivery; others will be available by the start of the fall semester, with the full program online by the end of FY2004.

Development, delivery, management and maintenance of online courses involve costs not associated with regular classroom courses in addition to the costs associated with regular courses, with the exception of physical classrooms. Added costs include faculty development, online format development, acquisition of electronic infrastructure for online delivery and electronic infrastructure for library and student services.

The School of Business and the School of Graduate Studies conducted extensive research to determine the range of tuition charges for online MBA programs across the United States. Among State institutions the rates range from \$300 to \$972 per credit hour (2002-2003 rates). The proposed rate for Cameron, \$250 per semester hour, will be among the lowest in the country; however, it is deemed to be appropriate for Cameron for a variety of reasons. First, it coincides precisely with the rate the Marine Corps pays for Cameron MBA courses delivered by other means. Second, it is sufficient to recover the cost of course development and delivery at the current salary rates for Cameron faculty. Finally, while the rate is higher than that which will be paid by Oklahoma students for Cameron MBA courses delivered by other means, the new tuition policy adopted by the Oklahoma State Regents for Higher Education will allow Cameron to waive a portion of the tuition for Oklahoma students.

President Ross recommended the Board of Regents approve the tuition rate of \$250 per semester hour for courses offered online for the MBA degree program.

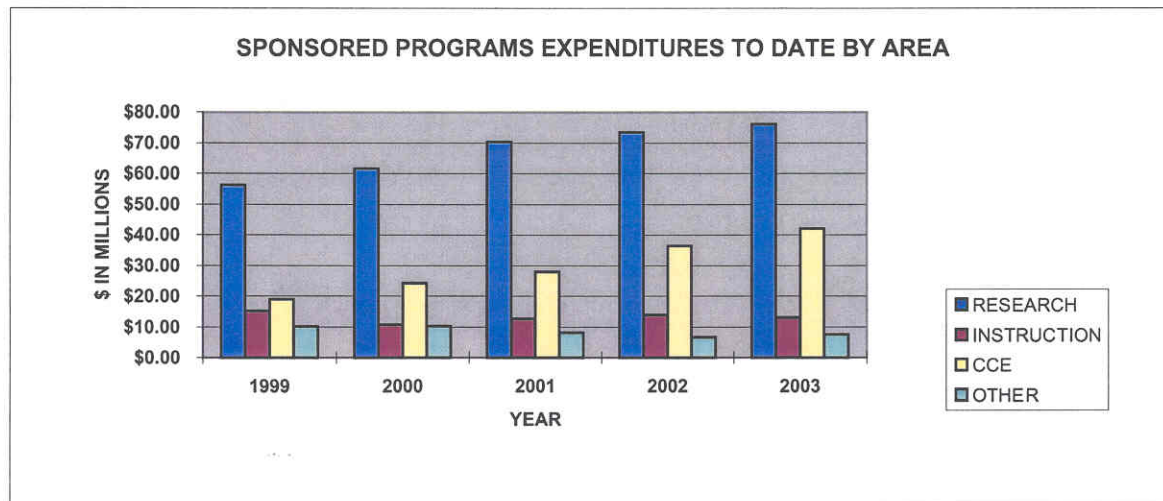
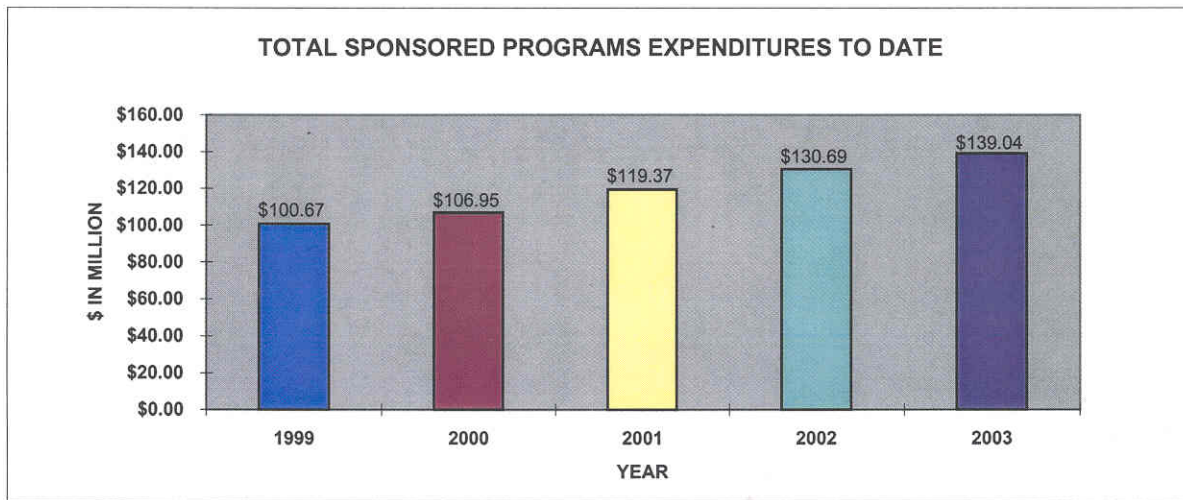
Regent Stuart moved approval of the recommendation. The following voted yes on the motion: Regents Bentley, Everest, Austin, Clark, Stuart and Weitzenhoffer. The Chair declared the motion unanimously approved.

There being no further business, the meeting adjourned at 11:12 a.m.

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

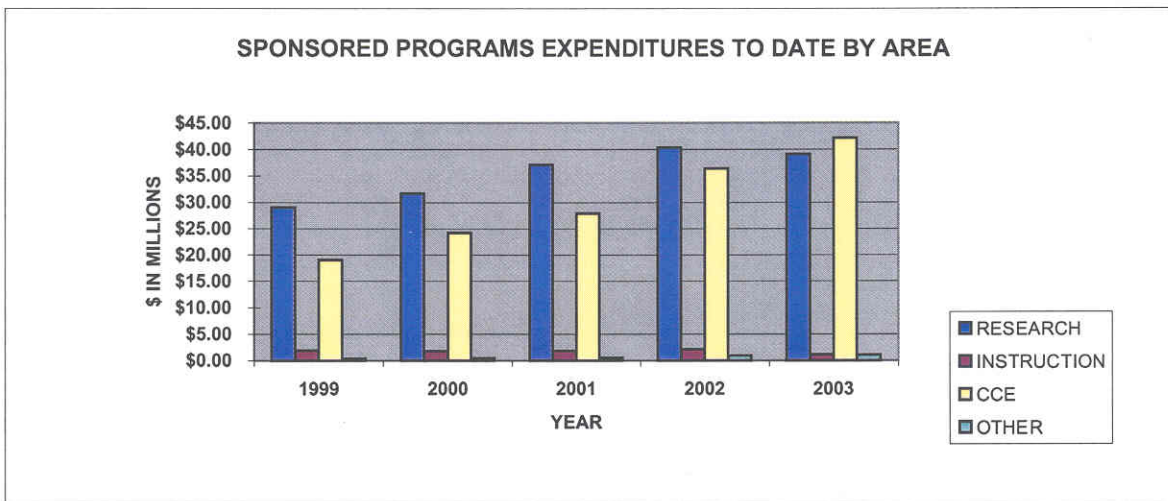
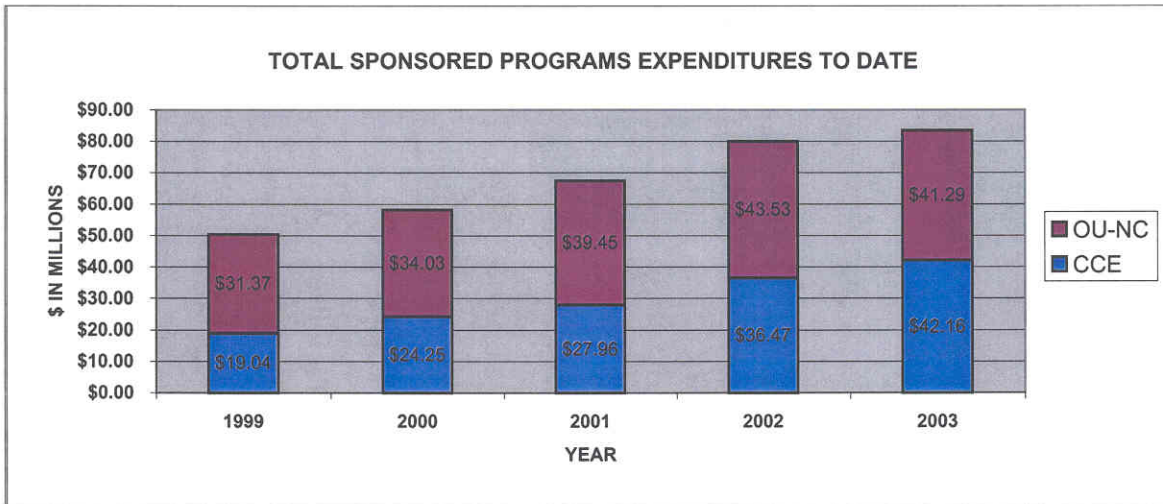
THE UNIVERSITY OF OKLAHOMA

HEALTH SCIENCES CENTER AND NORMAN CAMPUS



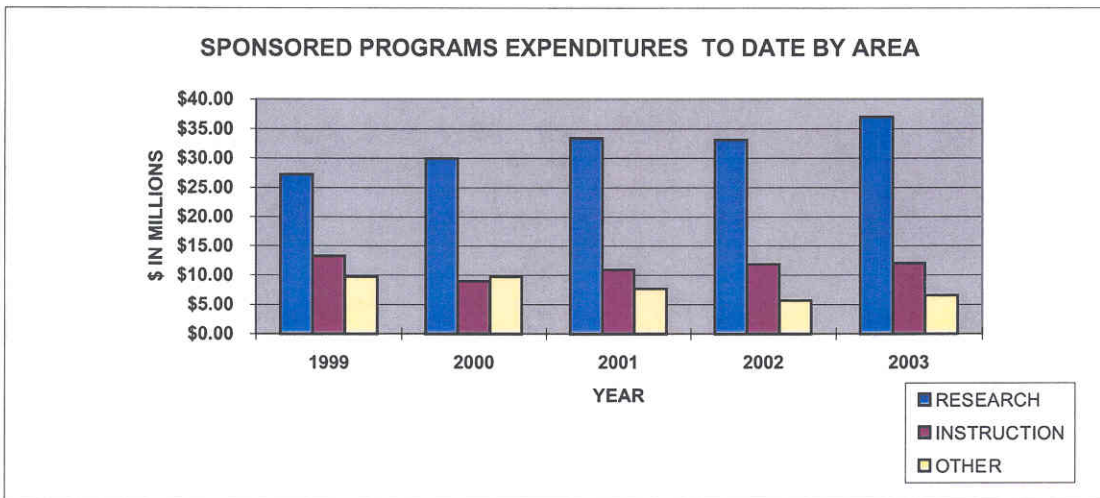
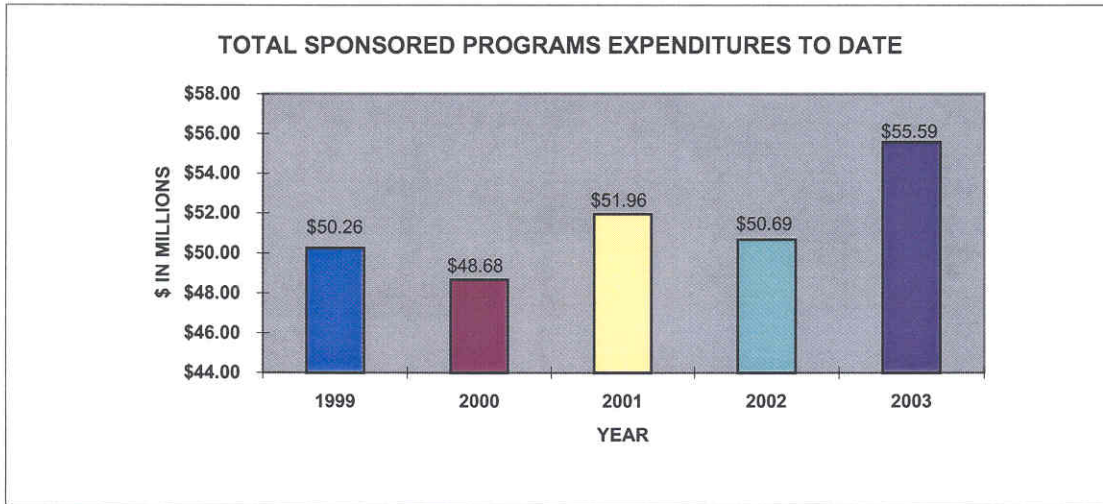
	FY 2003 YEAR	YEAR %CHANGE	FY 2002 YEAR	2003 March	MONTH %CHANGE	2002 March
RESEARCH	\$ 76,091,165	3.48%	\$ 73,530,936	\$ 8,572,130	1.24%	\$ 8,467,023
INSTRUCTION	\$ 13,212,527	-6.16%	\$ 14,080,184	\$ 1,771,308	14.15%	\$ 1,551,727
CCE	\$ 42,156,596	15.61%	\$ 36,465,226	\$ 4,806,128	-0.58%	\$ 4,834,004
OTHER	\$ 7,579,381	14.68%	\$ 6,609,351	\$ 820,582	22.00%	\$ 672,608
TOTAL	\$139,039,669	6.39%	\$ 130,685,696	\$ 15,970,148	2.86%	\$ 15,525,361

NORMAN CAMPUS



	FY 2003 YEAR	YEAR %CHANGE	FY 2002 YEAR	2003 March	MONTH %CHANGE	2002 March
RESEARCH	\$ 39,078,237	-3.35%	\$ 40,431,265	\$ 4,089,303	-4.53%	\$ 4,283,449
INSTRUCTION	\$ 1,149,347	-46.78%	\$ 2,159,545	\$ 450,453	32.92%	\$ 338,903
CCE	\$ 42,156,596	15.61%	\$ 36,465,226	\$ 4,806,128	-0.58%	\$ 4,834,004
OTHER	\$ 1,064,147	13.54%	\$ 937,242	\$ 65,990	212.27%	\$ 21,133
TOTAL	\$ 83,448,327	4.32%	\$ 79,993,277	\$ 9,411,874	-0.69%	\$ 9,477,488

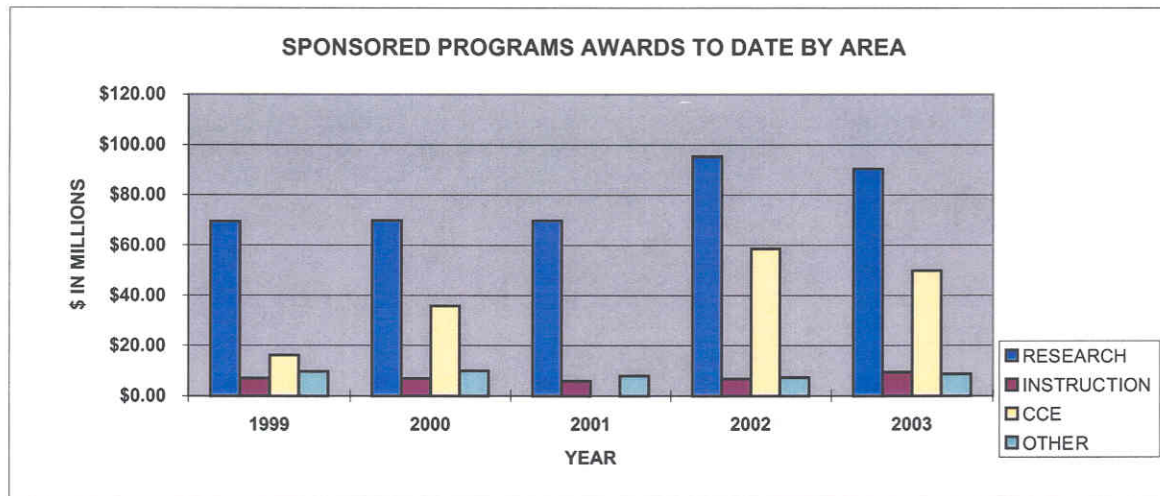
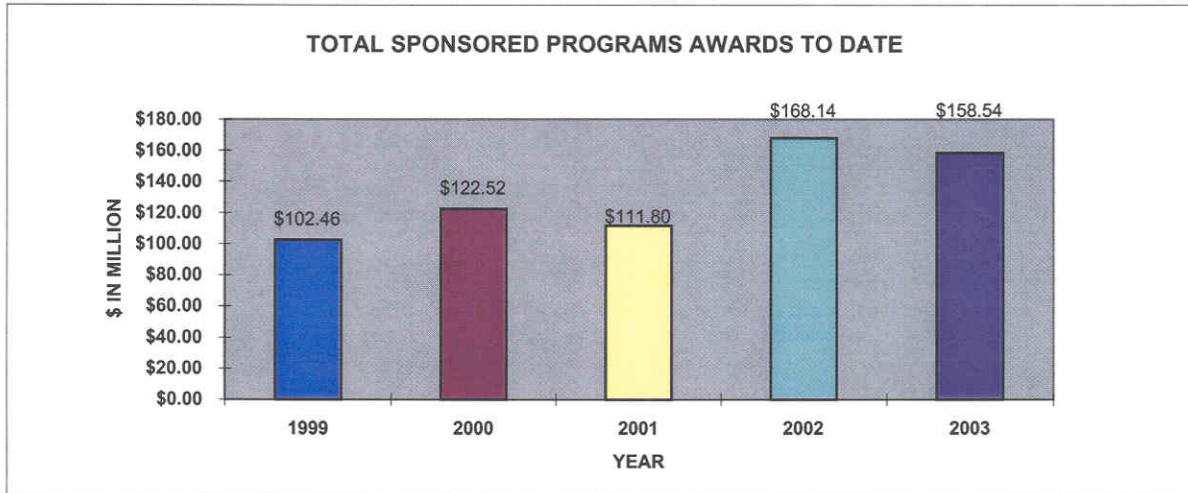
HEALTH SCIENCES CENTER



	FY 2003 YEAR	YEAR %CHANGE	FY 2002 YEAR	2003 March	MONTH %CHANGE	2002 March
RESEARCH	\$ 37,012,928	11.82%	\$ 33,099,671	\$ 4,482,827	7.15%	\$ 4,183,574
INSTRUCTION	\$ 12,063,180	1.20%	\$ 11,920,639	\$ 1,320,855	8.91%	\$ 1,212,824
OTHER	\$ 6,515,234	14.86%	\$ 5,672,109	\$ 754,592	15.83%	\$ 651,475
TOTAL	\$ 55,591,342	9.66%	\$ 50,692,419	\$ 6,558,274	8.44%	\$ 6,047,873

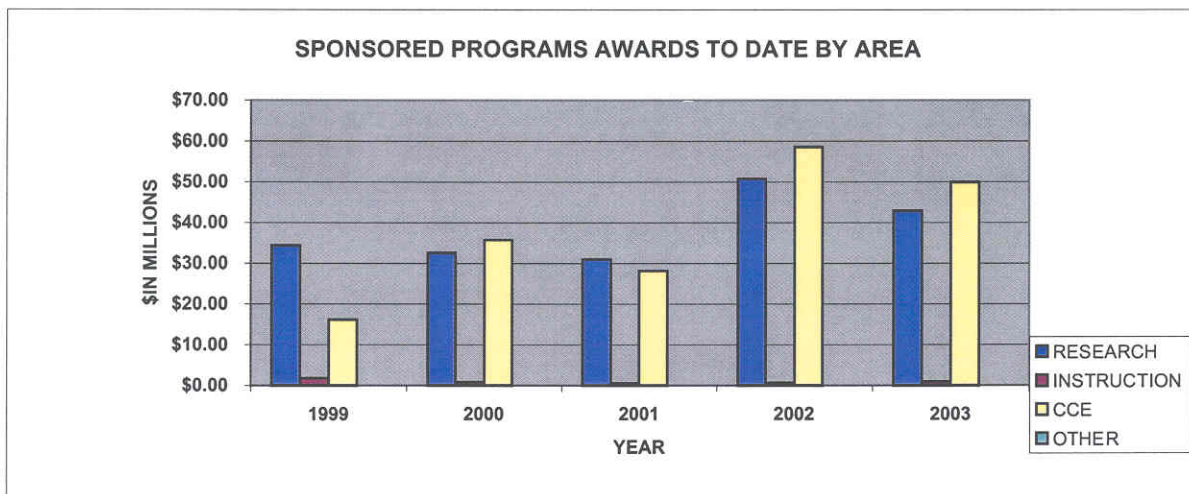
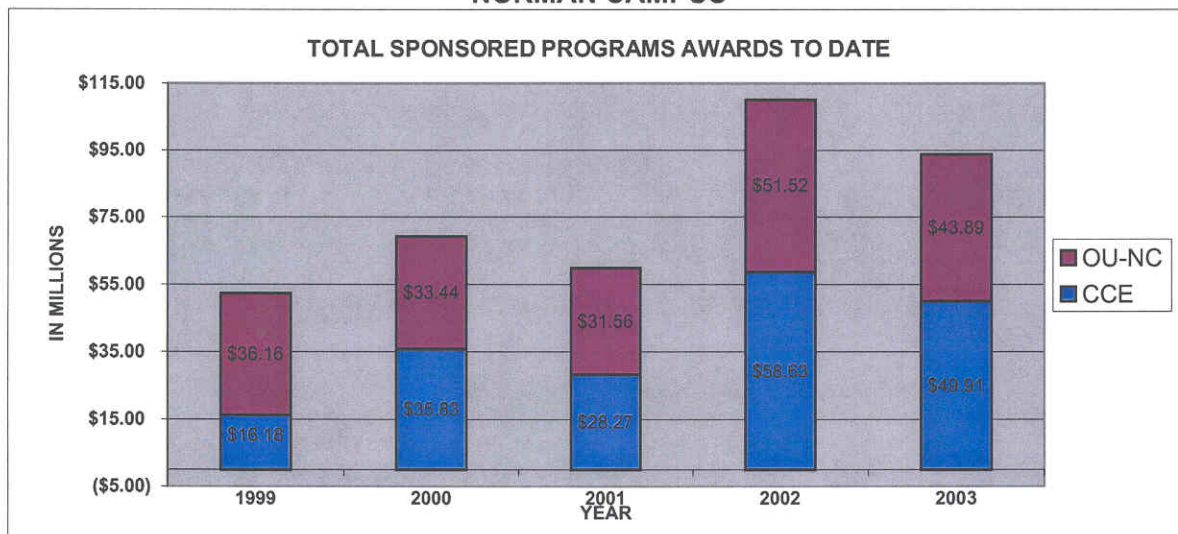
HEALTH SCIENCES CENTER

NORMAN CAMPUS AND HEALTH SCIENCES CENTER



	FY 2003 YEAR	YEAR %CHANGE	FY 2002 YEAR	2003 March	MONTH %CHANGE	2002 March
RESEARCH	\$ 90,465,217	-5.19%	\$ 95,412,756	\$ 5,438,648	-51.37%	\$ 11,183,580
INSTRUCTION	\$ 9,453,205	39.70%	\$ 6,766,881	\$ 1,548,580	15438.63%	\$ 9,966
CCE	\$ 49,912,476	-14.87%	\$ 58,629,002	\$ 698,839	-65.97%	\$ 2,053,770
OTHER	\$ 8,711,458	18.86%	\$ 7,329,120	\$ 337,147	24.13%	\$ 271,601
TOTAL	\$ 158,542,356	-5.71%	\$ 168,137,759	\$ 8,023,214	-40.65%	\$ 13,518,917

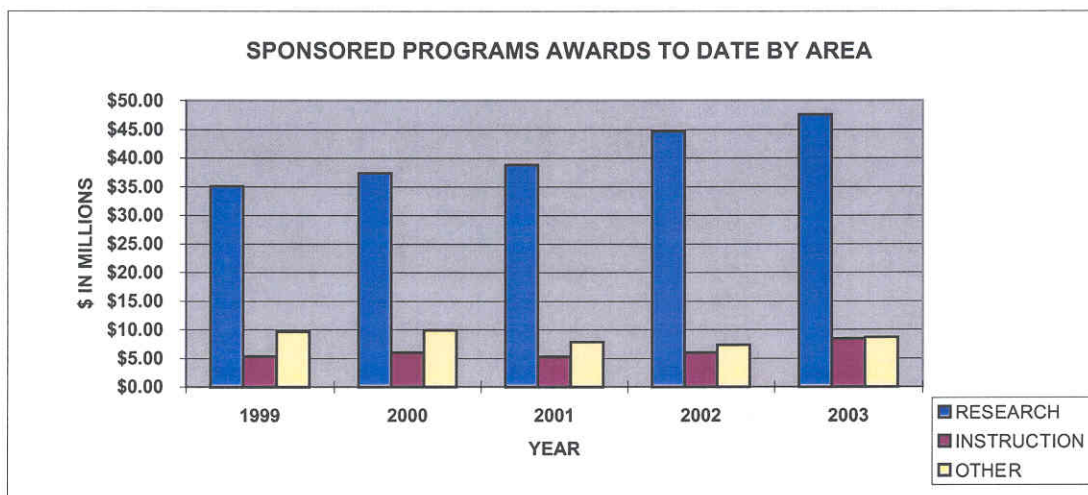
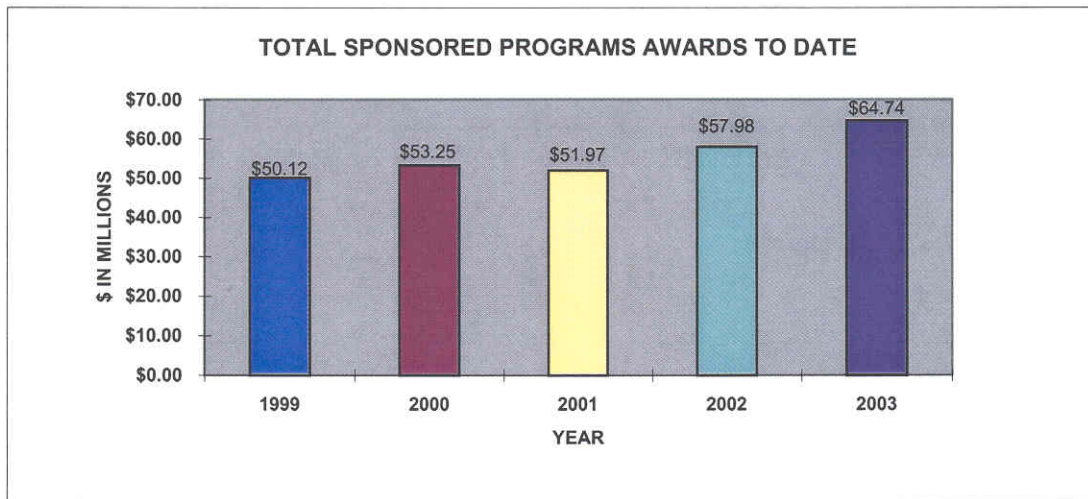
NORMAN CAMPUS



	FY 2003 YEAR	YEAR %CHANGE	FY 2002 YEAR	2003 March	MONTH %CHANGE	2002 March
RESEARCH	\$ 42,898,137	-15.51%	\$ 50,772,838	\$ 2,426,637	-53.58%	\$ 5,227,615
INSTRUCTION	\$ 988,482	31.52%	\$ 751,598	\$ 2,500		\$ -
CCE	\$ 49,912,476	-14.87%	\$ 58,629,002	\$ 698,839	-65.97%	\$ 2,053,770
OTHER	\$ -		\$ -	\$ -		\$ -
TOTAL	\$ 93,799,095	-14.85%	\$ 110,153,438	\$ 3,127,976	-57.04%	\$ 7,281,385

NORMAN CAMPUS

HEALTH SCIENCES CENTER



	FY 2003 YEAR	YEAR %CHANGE	FY 2002 YEAR	2003 March	MONTH %CHANGE	2002 March
RESEARCH	\$ 47,567,080	6.56%	\$ 44,639,918	\$ 3,012,011	-49.43%	\$ 5,955,965
INSTRUCTION	\$ 8,464,723	40.72%	\$ 6,015,283	\$ 1,546,080	15413.55%	\$ 9,966
OTHER	\$ 8,711,458	18.86%	\$ 7,329,120	\$ 337,147	24.13%	\$ 271,601
TOTAL	\$ 64,743,261	11.66%	\$ 57,984,321	\$ 4,895,238	-21.52%	\$ 6,237,532

HEALTH SCIENCES CENTER

June 24-25, 2003

**HEALTH SCIENCES CENTER
REPORT OF CONTRACTS AWARDED (OVER \$100K)**

March 2003

AWARD NO.	AGENCY	TITLE	VALUE	PERIOD	PI(S)
C1004903	The American Legacy Foundation	Tobacco Control:Native American Communities	\$157 K	12 mos	Dr. L. A. Beebe Dept of Biostatistics and Epidemiology
C1015601	Centers for Disease Control and Prevention	Southwest Center Pre-Event Message Development	\$326 K	12 mos	Dr. G. E. Raskob Public Health Office of the Dean
C1016501	Centers for Disease Control and Prevention	Bioterrorism Preparedness Distance Ed Program	\$143 K	6 mos	Dr. G. E. Raskob Public Health Office of the Dean
C1016801	National Cancer Institute	Define & Validate Biomarkers - Cervical Neoplasia	\$212 K	6 mos	Dr. J. L. Walker Center for Research in Women's Health
C1115701	National Heart, Lung and Blood Institute	Myosin: A Link Between Streptococci and Heart	\$310 K	24 mos	Dr. M. W. Cunningham Dept of Microbiology and
C1152303	National Institute of Child Health and Human Development	POMC Expression and Processing in Fetal Sheep	\$262 K	12 mos	Dr. D. A. Myers Dept of Obstetrics and Gynecology
C1157102	National Institute of Allergy and Infectious Diseases	Pore Formation by Cholesterol-Dependent Cytolysins	\$270 K	12 mos	Dr. R. K. Tweten Dept of Microbiology and Immunology
C2163601	National Science Foundation	Analysis & Construction of Polysaccharide Synthase	\$100 K	60 mos	Dr. P. L. DeAngelis Dept of Biochemistry and Molecular Biology
C2218802	Indian Health Service	Train the Trainers/Treatment of Child Abuse	\$200 K	36 mos	Dr. B. L. Bonner Center on Child Abuse and Neglect
C3006501	National Eye Institute	Mech of Photoreceptor Cell Degen in Animal Models	\$536 K	12 mos	Dr. M. I. Naash Dept of Cell Biology

AWARD NO.	AGENCY	TITLE	VALUE	PERIOD	PI(S)
C3009202	National Institute of Allergy and Infectious Diseases	Immunity of Schistosome Glycoconjugates	\$255 K	12 mos	Dr. R. D. Cummings Oklahoma Center for Medical Glycobiology
C3016001	National Institute of Diabetes and Digestive and Kidney Diseases	Regulation of Ca ⁺⁺ Signaling - Polycystic Kidney	\$173 K	10 mos	Dr. L. Tsiokas Dept of Cell Biology
C3019101	Centers for Disease Control and Prevention	Southwest Center for Public Health Preparedness	\$987 K	12 mos	Dr. D. L. Johnson Dept of Occupational and Environmental Health
C5004201	International Institute of Synthetic Rubber Producers	Mortality Study- Workers Exposed to Chloroprene	\$208 K	48 mos	Dr. N. A. Esmen Dept of Occupational and Environmental Health
C5018101	Societa Prodotti Antibiotici S.p.A.	Antifibrillatory Action of Chronic Oral PUFA	\$124 K	17 mos	Dr. R. D. Foreman Dept of Physiology
C5290414	Oklahoma Medical Research Foundation	Graduate Research Assistant Scholarship Program	\$146 K	12 mos	Dr. J. J. Tomasek Graduate College Office of the Dean
Totals	16		\$4,409 K		

June 24-25, 2003

REGENTS' FUND
QUARTERLY FINANCIAL REPORT
March 31, 2003

As of March 31, 2003, the Regents' Fund consisted of 152 individual funds. The funds, under the governance of The Board of Regents of The University of Oklahoma, are preserved through investment and spending strategies that provide a balance between reasonable current income and long-term growth. Future growth is needed to offset the impact of inflation and to maintain purchasing power for future generations.

I. Policy Information

At the October 2002 meeting, the Board of Regents completed a biannual review of the Regents' Fund *Statement of Investment Policy*.

- Highlights of the *Statement of Investment Policy* are described below.

Target Asset Allocation

Asset Class	Minimum %	Target %	Maximum %
U.S. Equities	40%	50%	60%
International Equities	5%	10%	15%
Fixed Income	35%	40%	45%
Cash Equivalents	0%	0%	5%

Performance Measurement and Objectives

The CIF is a long-term portfolio and should be judged with a long-term perspective. While short-term performance measures are meaningful with respect to due diligence and periodic monitoring of the fund, the performance of the CIF will be judged with the longest time horizon perspective in mind.

Absolute Return Objective - which shall be measured in real (i.e., net of inflation) rate-of-return terms and shall have the longest time horizon for measurement;

The Absolute Return Objective of the CIF is to seek an average total annual return equal to CPI and other costs plus 5%.

Relative Return Objective - which shall be measured as time-weighted rates of return versus market index benchmarks; and,

Comparative Return Objective - which shall measure performance as compared to a universe of similar investment funds.

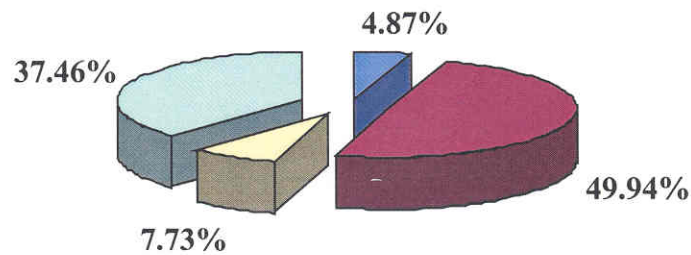
II. Market Value

The total market value of the Regents' Fund at March 31, 2003 was \$50.0 million.

III. Consolidated Investment Fund

• **Asset Allocation**

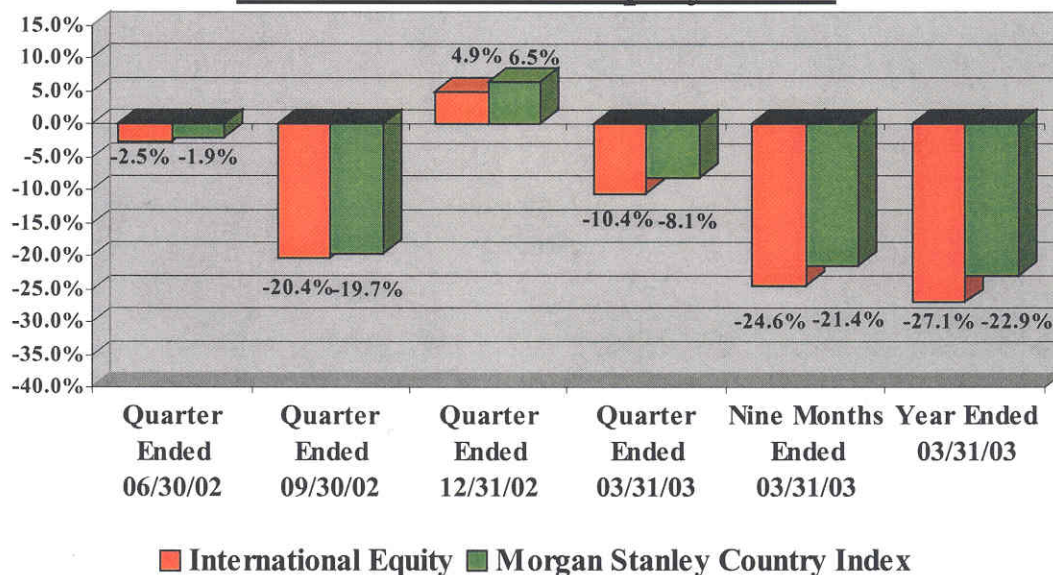
Cash and investments held by the CIF at March 31, 2003, had a market value of \$35.5 million, which is down \$3.4 million (8.8%) from June 30, 2002. The asset allocation of the CIF as of March 31, 2003 is summarized below.



■ Cash Equivalents (1) ■ U.S. Equity ■ International Equity ■ Fixed Income

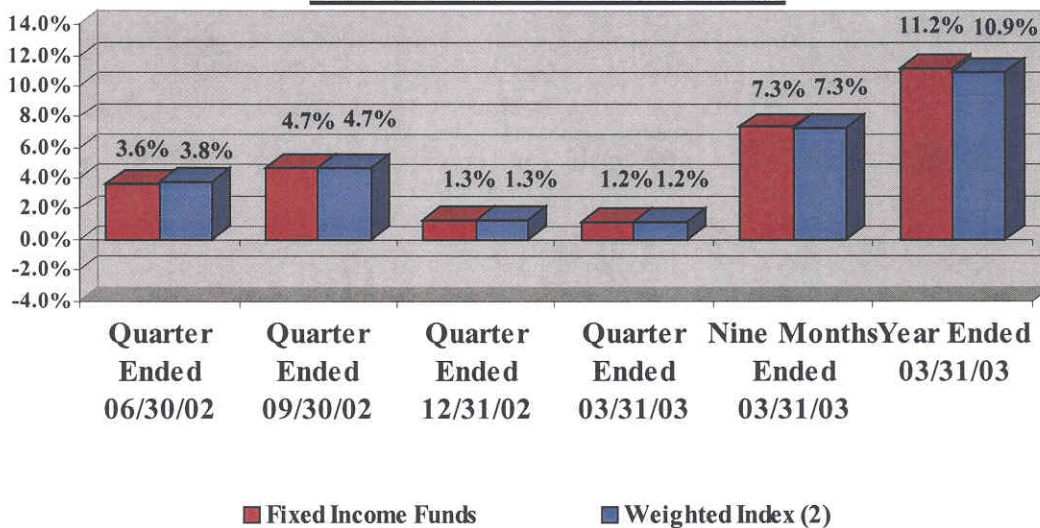
- The International Equity return for the nine months ended March 31, 2003 (-24.6%) trails the benchmark (-21.4%) by 320 basis points. As of March 31, 2003, the yearly return of -27.1% trails the yearly benchmark of -22.9% by 420 basis points.

CIF International Equity Funds



- The fixed income return for the nine months ended March 31, 2003 is 7.3%, matching the benchmark of 7.3%. For the year ended March 31, 2003, the return (11.2%) exceeds the benchmark (10.9%) by 30 basis points.

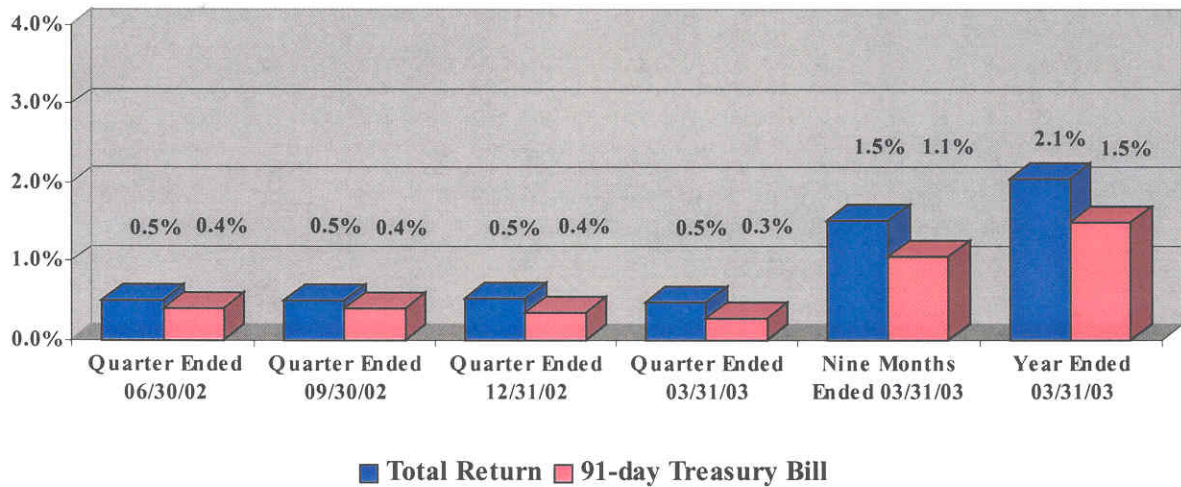
CIF Fixed Income Funds



- (2) The weighted index is a composite of indices represented by the Lehman Intermediate Aggregate Index and the Lehman Brothers Intermediate Government Index.

IV. Short Term Investment Fund Performance

- The market value of STIF at March 31, 2003 was \$12.2 million, which is up \$700,000 (6.1%) from June 30, 2002.
- As indicated below, the total return on the STIF for the nine months ended March 31, 2003 is 1.5%, exceeding the 91-day Treasury Bill rate of 1.1% by 40 basis points. For the year ending March 31, 2003 the total return is 2.1%, exceeding the 91-day Treasury Bill rate of 1.5% by 60 basis points.

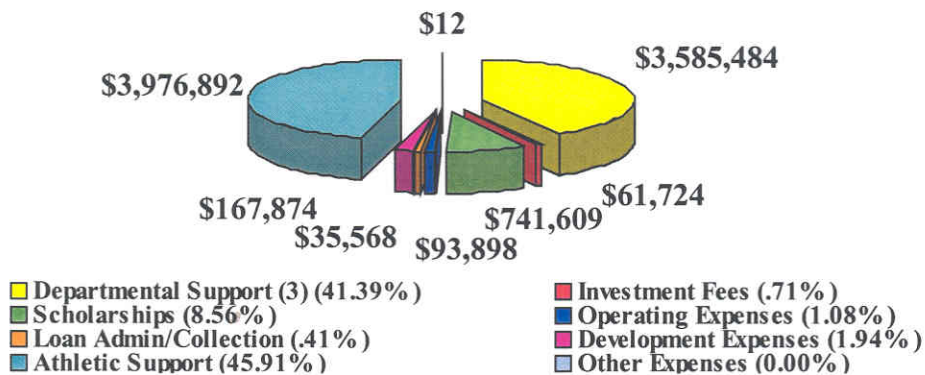


V. Revenues and Expenditures

During the nine months ended March 31, 2003, recognized revenues of \$5.3 million trailed expenditures of \$8.6 million resulting in a net decrease to market value of \$3.3 million. This decrease is attributable to depreciation on investments as a result of market fluctuations, which have been partially offset by cash gifts and investment earnings.

Revenues	<u>2003</u>	<u>2002</u>
Investment Income	\$ (2,627,706)	\$ 775,865
Cash Gifts	7,629,017	6,707,286
Interest	270,468	291,141
Oil and Gas Royalties	44,622	23,790
Other Income	11,726	3,144
Total Revenues	\$ 5,328,127	\$ 7,801,226

FY03 Expenditures



(3) During the first quarter, a gift from BP America Production Company was received and utilized. The gift was restricted to the acquisition and costs related to the purchase of a building. This transaction is reflected in Cash Gifts and Departmental Support.

VI. Cash Gifts and Contributions

The following cash gifts and contributions were received during the nine months ended March 31, 2003.

• A gift from the BP America Production Company to establish the B.P. Foundation Fund	\$ 3,000,000
• Athletic Priority Seating Program	2,571,625
• A gift from the OU Health Sciences Center to establish the Office of Technology Development Growth Fund (HSC)	820,304
• A gift from the University Hospitals Trust to establish the Oklahoma Medicaid Professorship for Medicaid Social Work Services	500,000
• A gift from the OU Medical Center to benefit the HSC General Support Fund	300,000
• A gift from the estate of Eugene A. Hensley for the benefit of the OU General Scholarship Fund	131,094
• A gift from the Office of Technology Development to establish the Office of Technology Development Growth Fund (NC)	75,060
• A gift from the estate of Ruth D. Butler to establish the Ruth D. Butler Scholarship Fund	52,382
• A gift from The Stanley White Foundation for the benefit of the White Directorship of the Entrepreneurship Center	50,000
• A gift from the Donald E. Hall Trust for the benefit of the Hall Scholarship Fund	40,000
• A gift from Roy B. Adams for the benefit of the Roy B. Adams Engineering Physics Scholarship Fund	36,456
• A gift from the estate of Roxie Scott for the benefit of the Lt. William Johnson Scott Memorial Fund	11,404
• A gift from Frankie B. Rezabek for the benefit of the Landra and Grant Rezabek Scholarship Fund	10,000
• A gift from the Chevrolet Motor Division of General Motors Corp. for the benefit of the OU General Scholarship Fund	10,000
• A gift from the OU Police Department for the benefit of the OUPD Unclaimed Property/Money Fund	3,292

June 24-25, 2003

• A gift from Jeanne Cooper for the benefit of the Laurence L. Jones Scholarship Fund	3,205
• A gift from the Aaron Alexander Trust for the benefit of the Aaron Alexander Fund	1,657
• An easement payment from the Osage County Clerk Office for the Benefit of the Lt. William Johnson Scott Memorial Fund	1,541
• A gift from Loy Donna Markland for the benefit of the Harris D. Riley Pediatrics Fund	2,000
• Various gifts of \$1,000 and under	8,997
TOTAL GIFTS	<u>\$ 7,629,017</u>

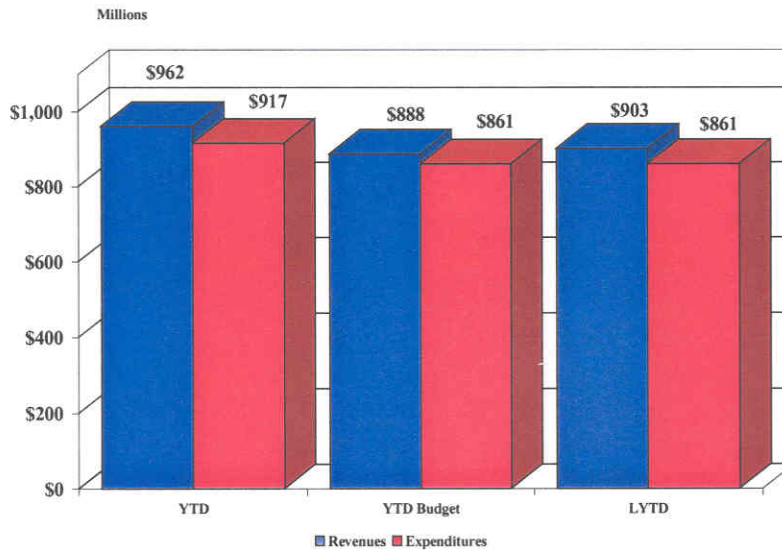
**QUARTERLY FINANCIAL ANALYSIS
for the Nine Months Ended March 31, 2003**

EXECUTIVE SUMMARY

(For more detailed information, see the Quarterly Financial Analysis (QFA) report which was provided separately.)

ALL FUNDS, COMBINED

Revenues, prior year carry forward, and distributions from reserves of \$961.6 million (84.5% of budget) exceeded expenditures of \$917.2 million (80.5% of budget). [See page 1 of the QFA.]



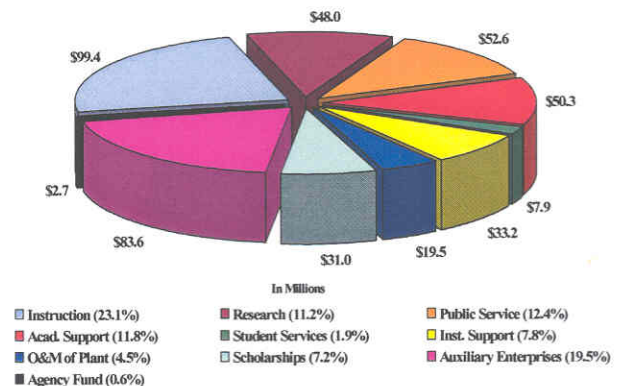
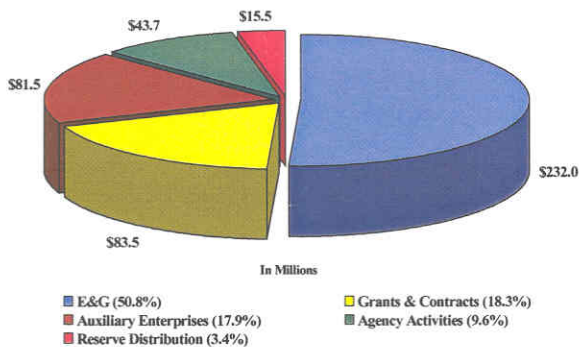
ALL FUNDS, BY CAMPUS

Norman Campus

Revenues and distributions from reserves of \$456.2 million (83.5% of budget) exceeded expenditures of \$428.2 million (78.2% of budget). [See page 2 of the QFA.]

Revenues

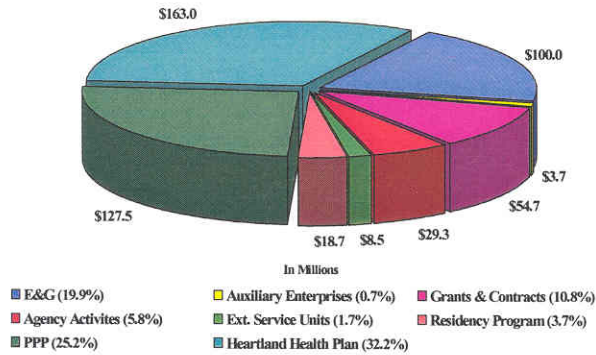
Expenditures



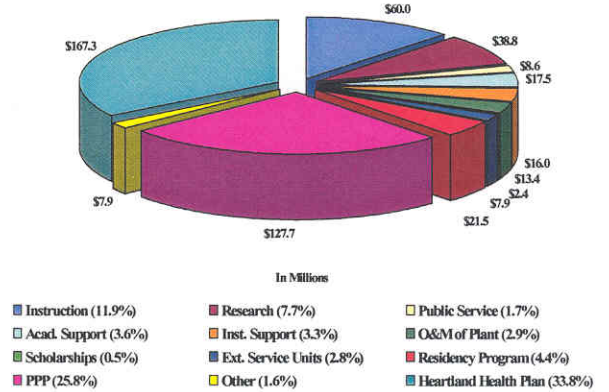
Health Sciences Center

Revenues and distributions from reserves of \$505.4 million (85.4% of budget) exceeded expenditures of \$489.0 million (82.6% of budget). [See page 8 of the QFA.]

Revenues



Expenditures

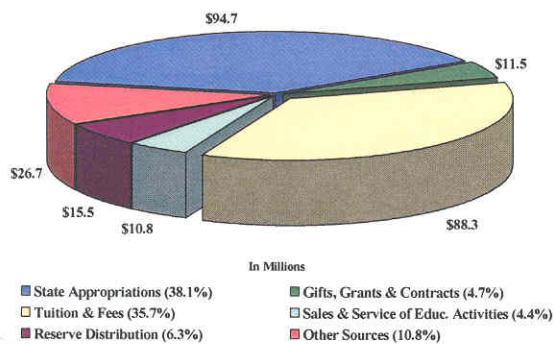


EDUCATIONAL & GENERAL

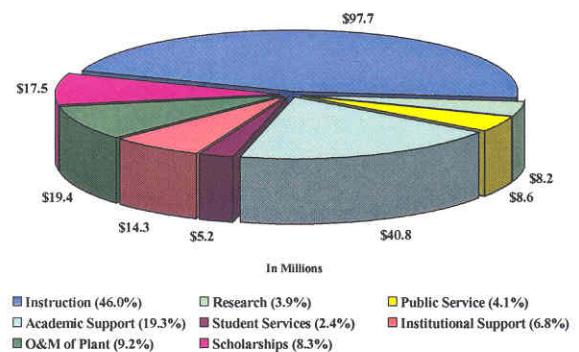
Norman Campus

Revenues and distributions from reserves of \$247.5 million (86.8% of budget) exceeded expenditures of \$211.7 million (74.2% of budget). [See page 3 of the QFA.]

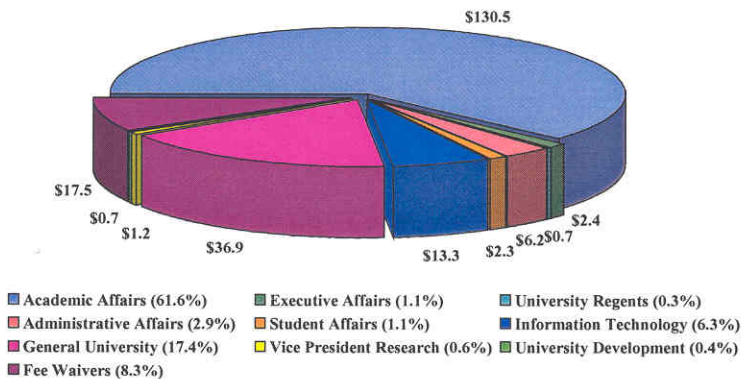
Revenues



Expenditures By Function



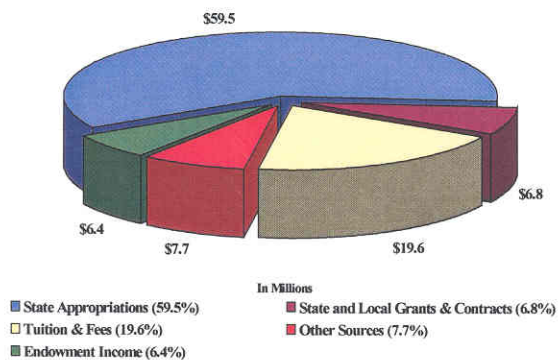
Expenditures by Organizational Area



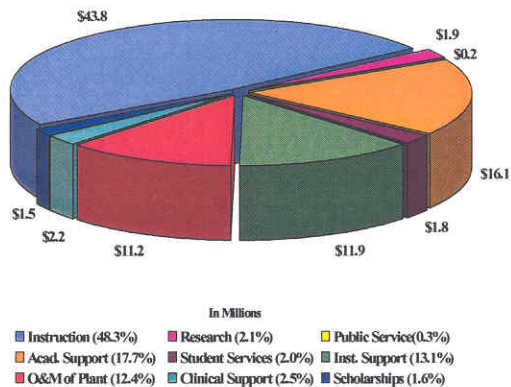
Health Sciences Center

Revenues of \$100.0 million (80.4% of budget) exceeded expenditures of \$90.6 million (72.9% of budget). [See page 9 of the QFA.]

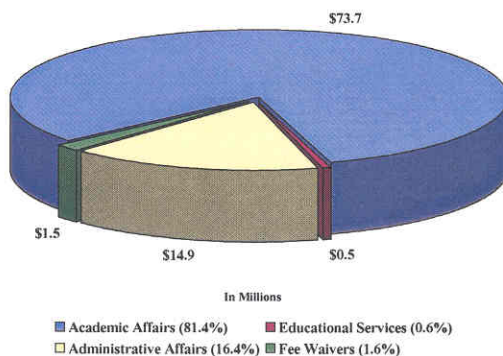
Revenues



Expenditures by Function



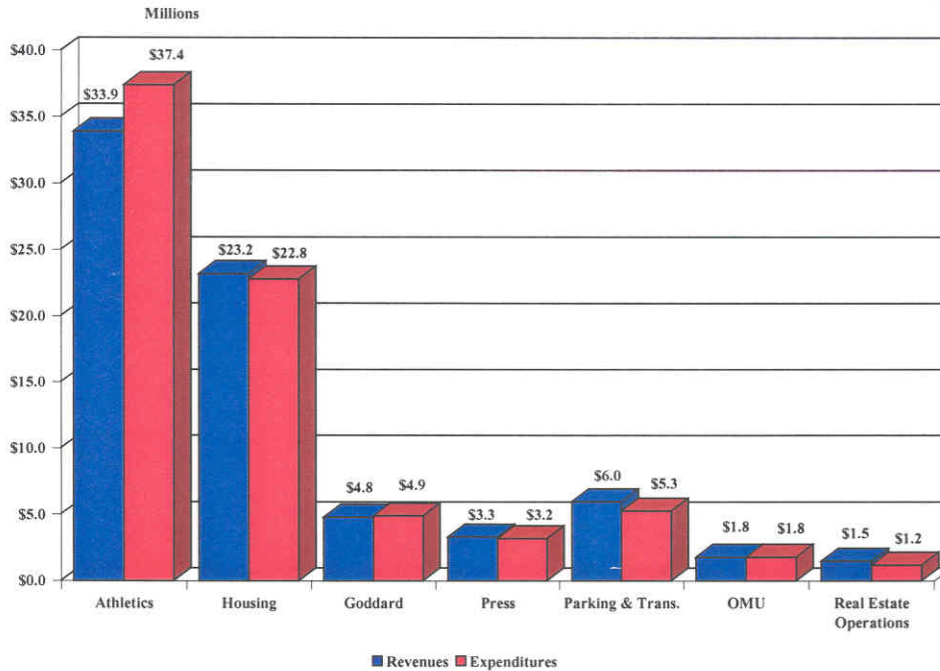
Expenditures by Organizational Area



AUXILIARY ENTERPRISES

Revenues and expenditures for major auxiliary enterprises (year-to-date revenues of \$1.5 million or more) are detailed below. [See page 5 of the QFA.]

Norman



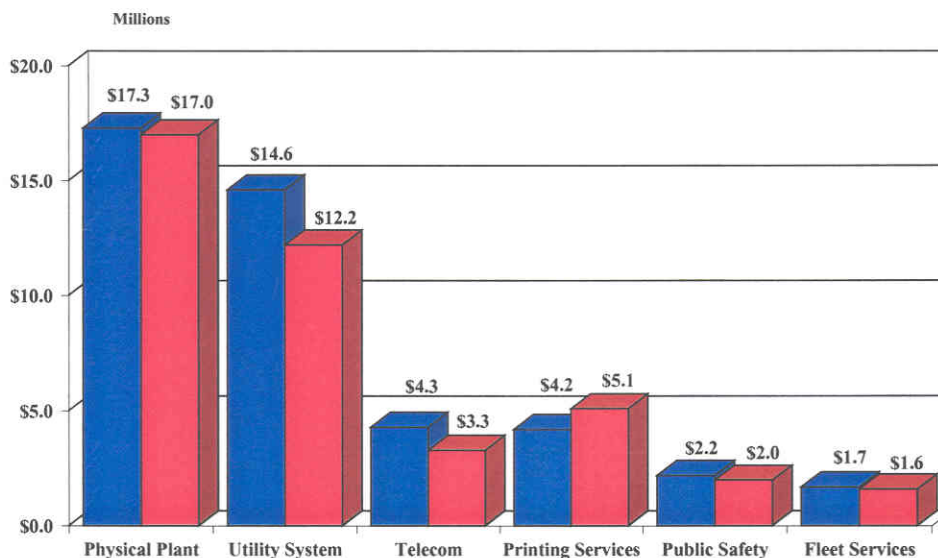
Health Sciences Center

There were no auxiliary enterprises which were reporting revenues of \$1.5 million or more. [See page 11 of the QFA.]

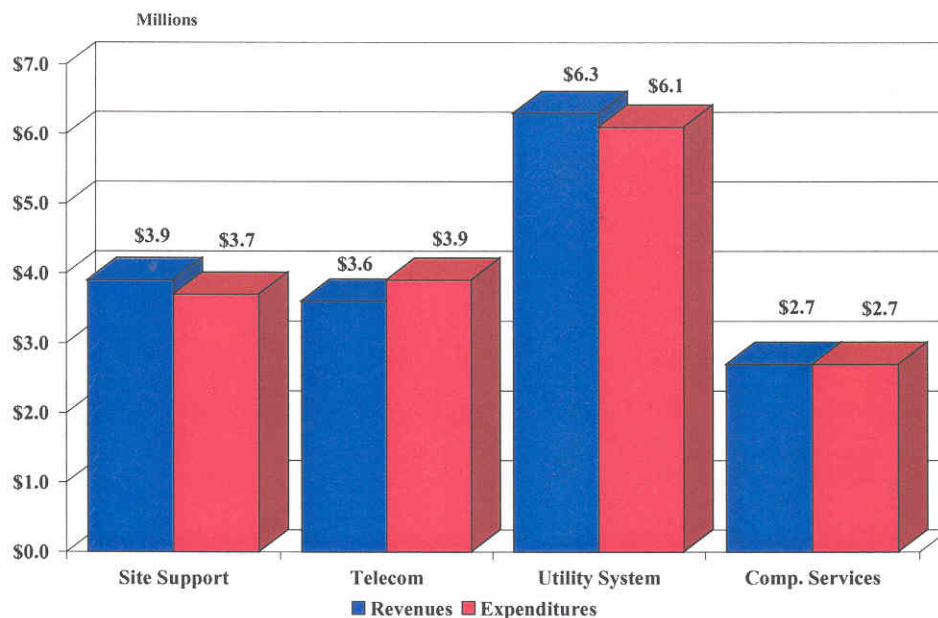
SERVICE UNITS

Revenues and expenditures for major service units (year-to-date revenues of \$1.5 million or more) are detailed below.

Norman [See page 6 of the QFA.]



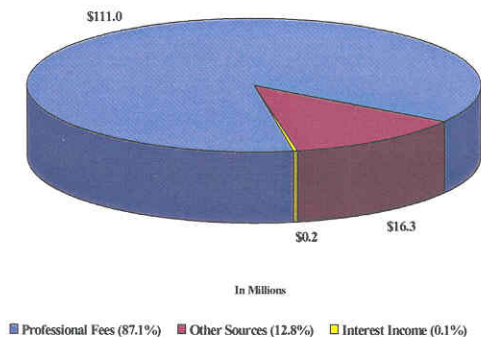
Health Sciences Center [See page 12 of the QFA.]



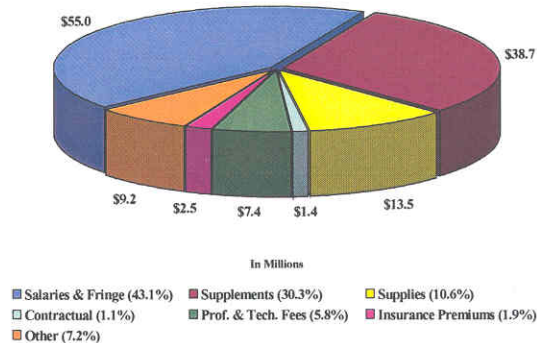
Professional Practice Plan (PPP)

PPP revenues and distributions from reserves of \$127.5 million (97.1% of current budget) trailed expenditures of \$127.7 million (97.3% of budget). [See page 13 of the QFA.]

Revenues



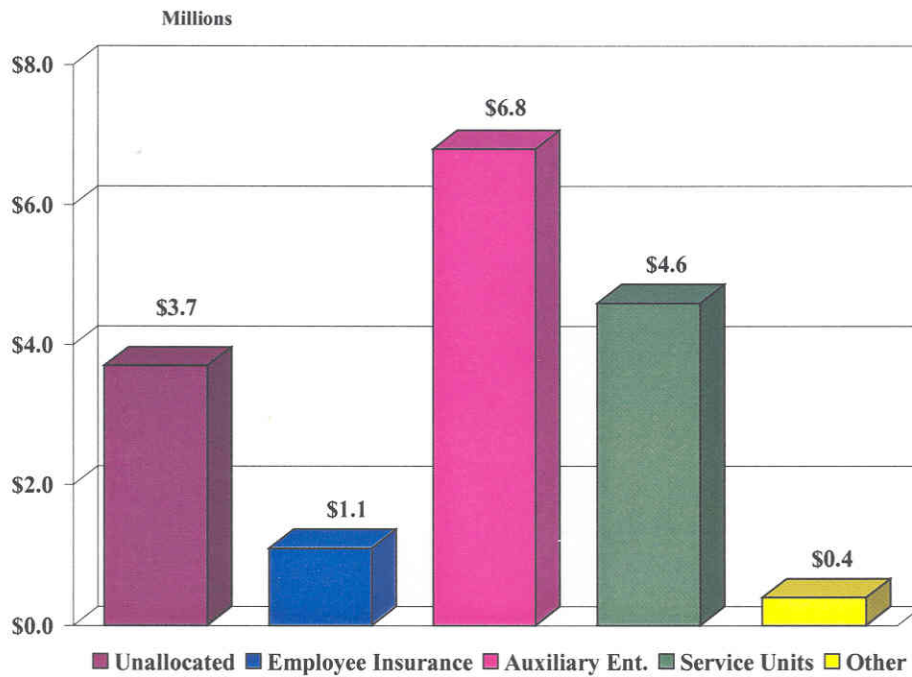
Expenditures



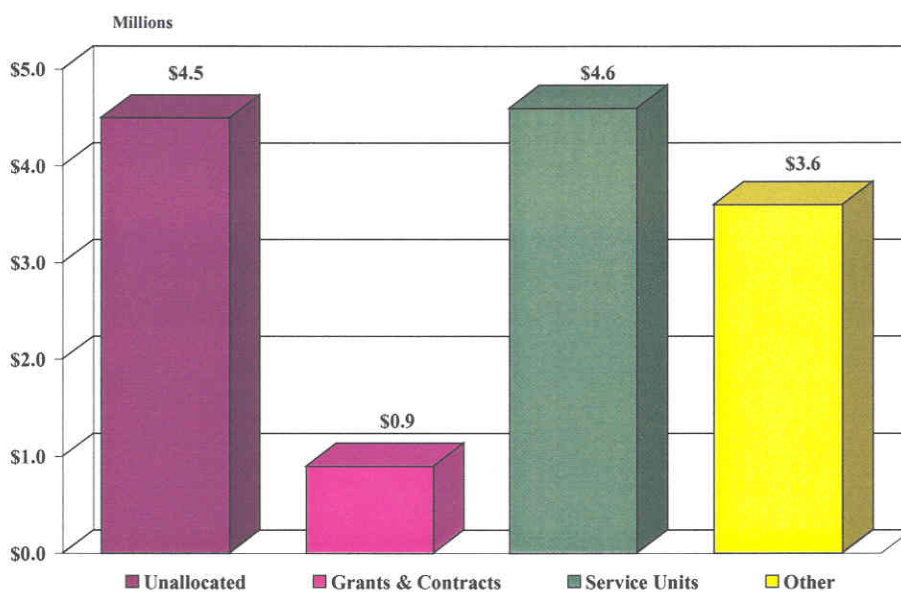
RESERVES

Reserves for the Norman Campus and the Health Sciences Center totaled \$16.6 million and \$13.6 million, respectively, at March 31, 2003. [See page 16 of the QFA.]

Norman Campus



Health Sciences Center



June 24-25, 2003

MANAGEMENT AGREEMENT

This Management Agreement (the "Agreement") is entered into as of the 1st day of July, 2003, by and between RSU Foundation, L.L.C., a limited liability company with Rogers State University Foundation, an Oklahoma non-profit corporation as its sole member (hereinafter called "Owner") and the Board of Regents of Oklahoma University and Rogers State University (hereinafter called "University").

SECTION 1. APPOINTMENT OF MANAGING AGENT

1.1 Appointment and Acceptance. Owner hereby appoints University as the agent of Owner to manage the property described in Section 1.3 upon the terms and conditions provided herein. University accepts the appointment and agrees to furnish the services of its organization for the management of the property described in Section 1.3 upon the terms and conditions provided herein.

1.2 Description of Premises. The property to be managed by University under this Agreement (the "Premises") is a 67 unit student housing project consisting of 248 revenue beds located at Rogers State University ("University") in Claremore, Oklahoma and consists of the buildings and other improvements located on the land described in Exhibit A attached.

1.3 Owner's Representative. Owner agrees that in the event it becomes necessary or desirable for Owner to approve in writing any ancillary agreements or documents concerning the Premises or concerning the construction, operation or maintenance of the Premises or to alter or amend any such ancillary agreements or to give any approval or consent of Owner required under the terms of this Agreement, Owner hereby authorizes, designates and empowers Owner Representative to execute any such agreement, approvals or consents necessary or desirable. The "Owner Representative" is defined as one or more of the persons designated and authorized in writing from time to time by Owner to represent Owner in exercising Owner's rights and performing Owner's obligations under this Agreement; the Owner Representative shall be the Chairman of the R.S.U. Foundation, L.L.C.

1.4 [Reserved]

1.5 Term. The term of this Agreement shall be for an initial period of fifteen (15) years (the "Initial Term") commencing the 1st day of July, 2003 and expiring at midnight the 30th day of June, 2018 unless earlier terminated as provided herein. Beginning July 1, 2004, Owner may terminate this Agreement with or without cause in accordance with Section 21.1. Thereafter this Agreement shall be automatically renewed for one year periods unless terminated as provided by Section 21. Each of said like renewal periods is referred to as "Renewal Term".

1.6 Duties of University. In addition to the other terms and conditions set forth herein, University will strive to achieve full occupancy for the Project, including, but not limited to, the performance obligations set forth on Exhibit B attached (the "Performance Obligations"). University shall require all occupants of the Premises to abide by the Student Code of Conduct, Housing Code of Conduct and Responsibilities of Rogers State University.

SECTION 2. BANK ACCOUNTS

2.1 Rents and Revenues Accounts. The Ground Lease places restrictions on the rents and revenues derived from the Premises, including the purposes for which they are used and the manner of their disbursement. The loan documents entered into between Owner and its lender may also restrict the use and disbursement of the rents and revenues from the Premises. University agrees that all rents and revenues from the Premises must be made payable to the University and the University will remit the monies to and deposit in one or more accounts designated by the Owner and established under provisions of any loan documents entered into by Owner of which University is notified. The various bank accounts established from time to time under this Agreement shall be the sole property of Owner. All amounts deposited in any accounts established under this Agreement shall be held separate and apart from any of University's accounts and other accounts of Owner and shall not be commingled with any other funds of University or Owner.

2.2 Depository Account(s). Owner shall establish, in Owner's name, or in a name designated by Owner, one or more bank account(s) in a bank or other institution whose deposits are insured by the federal government. University shall not be held liable in the event of insolvency or failure of a depository. These accounts shall at all times be separate and apart from any of University's accounts and other accounts of Owner. Funds in the accounts shall remain the property of Owner. Owner may change the accounts established under this Agreement upon reasonable prior notice to University. University shall deposit all revenues (excluding parking and vending machine revenues) from the operation of the Premises, including but not limited to all rents and laundry machine revenues, in such depository account.

2.3 Operating Account. University shall establish a University account for payment of operating expenses for the Premises.

2.4 Contingency Reserve. Within the first fifteen (15) days of each month, Owner shall cause to be deposited in the Operating Account the estimated disbursements to be made for that month pursuant to the written request of University delivered to Owner on or before the first day of each month, plus any additional sum necessary to maintain \$10,000.00 as a contingency reserve. Owner agrees to maintain the contingency reserve stated above at all times in the Operating Account to enable University to pay the obligations of Owner under this Agreement as they become due. Owner and University shall review the amount of the contingency reserve from time to time and Owner agrees to confirm in writing and keep on deposit any greater contingency reserve amount Owner deems required.

2.5 Fidelity Bond. Each of the employees of University who handles or who is responsible for handling Owner's monies shall be bonded by the University .

SECTION 3. COLLECTION OF RENTS AND OTHER RECEIPTS

3.1 University's Authority. University shall collect all rents in accordance with written leases, together with other charges and other amounts receivable on Owner's behalf in connection with the management and leasing of the Premises. All receipts, without deduction or set off, shall be promptly deposited in the accounts established under the loan documents entered into by Owner in connection with the financing of the Premises. To the extent practically possible, University shall maintain a "no cash" policy with regard to tenant rental payments and other revenues. If University does receive cash payments, University shall issue receipts and upon request by Owner, furnish copies of all receipts to Owner.

3.2 Security Deposits. University, on behalf of Owner, shall collect tenants' security deposits in accordance with the terms of each tenant's lease, and promptly deliver to and deposit same in a University account. Security deposits may be (i) returned to a tenant, (ii) used for repair of the leased premises, or (iii) applied as otherwise permitted under the leases and applicable law. Until otherwise notified by Owner, University is authorized to make such disbursement or payment as permitted under the circumstances in its reasonable opinion. Interest shall be paid tenants upon such security deposits only if required by law; otherwise, any interest earned on tenant security deposits is to be treated as revenues derived from the Premises. University shall comply with all applicable state and local laws concerning the security deposits, subject to availability of security deposit funds from the account(s) established in connection with the loan documents entered into by Owner.

SECTION 4. DISBURSEMENTS FROM BANK ACCOUNTS

4.1 Controls on Disbursements. University shall organize and maintain a system of controls designed to ensure the authenticity of bills paid by it on behalf of Owner, and the fairness and competitiveness of the prices charged. In furtherance of this goal, University shall follow University policies concerning purchasing and hiring of services. Purchasing authority may be delegated to on-premises managers.

4.2 Operating Expenses. From the Operating Account(s), University is hereby authorized to pay or reimburse itself for all expenses and costs of operating the Premises set forth in this Agreement and/or the Budget, including University's compensation under Section 17.

4.3 Recurring Payments. Owner shall give University at least 10 days advance notice if Owner desires University to make any additional monthly or recurring payments (such as special assessments, or fire, steam boiler or other insurance premiums) out of the proceeds from the Operating Account.

4.4 Insufficient Account Balance. In the event that the balance in the Operating Account is at any time insufficient to pay disbursements due and payable under Sections 4.2 and 4.3 above, Owner shall, immediately upon notice from University, cause sufficient funds to cover the deficiency and/or replenish the contingency reserve to be deposited. In no event shall University be required to use its own funds to pay such disbursements, or otherwise be required to advance any monies on Owner's behalf.

4.5 Advances by University. Although it has no obligation to do so, University may elect to advance its own funds to pay any expenses for management and leasing of the Premises pursuant to the Budget or this Agreement because insufficient funds are in the Operating Account to meet the immediate requirements of managing and leasing the Premises in accordance with this Agreement. University may not elect to advance any portion of the contingency reserve provided for in Section 2.3. Any such advance shall be considered an unsecured loan to Owner subject to repayment. Owner hereby agrees to reimburse University for such advance. In the event of any such advance University shall have no right to claim any lien on the Premises, claim any attachment or offset in the rents or revenues from the Premises, or otherwise claim any security interest in the Premises or the rents and revenues therefrom for repayment of any advance.

SECTION 5. BUDGETS

5.1 Proposed Budget. Not later than June 15 of each calendar year, University shall prepare and submit to Owner for consideration and approval a proposed budget for the twelve month period from July 1 of the then current year through June 30 of the following year (the "Management Year"). The proposed budget shall show operational expenditures of the Premises for the Management Year on a month by month cash basis, and shall include, without limitation, allowances for taxes, insurance, cleaning, debt service, wages, supplies, capital expenditures, fidelity bonds and repairs and contingency reserves. Each particular category of revenue, expense allowance, reserve, and related amounts shall be referred to as a line item. When approved in writing by Owner, the proposed budget shall become final (the "Budget") and shall be implemented by University.

5.2 Budget Implementation. University shall be authorized, without the need for further approval by Owner, to (i) make the expenditures and incur the obligations provided for in the Budget; (ii) make any expenditure or incur any obligation in excess of any line item in the Budget, but only to the extent the total of all such excess expenditures and obligations incurred in the twelve (12) month period covered by the Budget does not exceed \$10,000; and (iii) make emergency expenditures under Section 10.2.

5.3 Budget Revisions. Subsequent to Owner's written approval of the Budget for a particular year, should Owner determine that said Budget is not compatible with the then prevailing condition of the Premises, University shall, within thirty (30) days after receipt of notice of such determination by Owner, prepare and submit to Owner necessary revisions to the Budget for the balance of the calendar year. Any revisions shall be subject to review and approval in writing by Owner in the same manner and with the same effect as is the original Budget.

5.4 Pending Owner Approval. Until a proposed budget is approved by Owner each year, University shall be authorized to implement, without liability, that portion of the proposed budget relating to operation, management and leasing costs as if it had been approved by Owner, and University shall submit for Owner's approval all capital or improvement costs in excess of \$1,000.00 per item.

SECTION 6. FINANCIAL AND OTHER REPORTS

6.1 Requirements. University shall furnish Owner with one copy of the reports listed below. In addition, University shall, on a mutually acceptable schedule, prepare and submit to Owner such other reports as are reasonably necessary in connection with management and leasing of the Premises and which are generally provided by managers of similar dwellings. University will maintain accurate and complete business records including, without limitation, (i) all rentals and other sums received on behalf of Owner; (ii) the residents making payment; (iii) the apartments for which payments are received; (iv) the period to which rental payments apply; and (v) all costs and expenses incurred for the Premises. All business records relating to financial matters of the Premises will be maintained on a cash basis, in accordance with prudent business practices and, when applicable, in accordance with any additional requirements of the Ground Lease and mortgagee of the Premises. University shall also furnish Owner with a quarterly report which presents the operating income and expenses of the Premises on a cash basis with modifications for rent and debt accrual adjustments,

including schedules and support documents demonstrating the amounts of prepaid and deferred rents. These records will be maintained on a current basis for at least five (5) years following their preparation and will be available for examination at University's business office by representatives of Owner at all reasonable times and with reasonable prior notice.

University shall also provide to Owner and the Bond Insurer, no later than the tenth (10th) day of each month a report reflecting the following:

- (i) the amount of advance for Operating Expenses which was funded during the previous month;
- (ii) any excess or deficit between the amount of Operating Expenses which were paid during the previous month and the amount of Operating Expenses which were funded during the previous month;
- (iii) any interest earned on the balance in the Operating Account;
- (iv) any Operating Expenses from prior periods for which advances have not been funded;
- (v) the budgeted Operating Expenses for the current month, and the actually anticipated Operating Expenses for such current month; and
- (vi) the amount of the requested Operating Expense advance for the current month, reflecting appropriate credit for excess or deficits in Operating Expense advances for the prior period and actual interest earned on balances in the Operating Account.

Owner will include the request for advance for Operating Expenses in its monthly report to the Trustee regarding the application of Pledged Revenues pursuant to Section 520 of the Trust Indenture between Claremore Industrial and Redevelopment Authority and Bank of Oklahoma, National Association, dated December 1, 2000 (the "Indenture"). Owner will cooperate with University to provide timely access to all books, records and bank statements necessary or desirable for University's performance of its duties hereunder.

6.2 Monthly Summaries. A monthly summary of the records enumerated in the preceding section, including a Cash Flow Operating Statement and Budget Variance Analysis, will be mailed to Owner no later than the twentieth day of the calendar month following the month for which such summary is prepared.

6.3 Tax Returns. The Owner will retain the responsibility for preparation of all tax returns in connection with Owner's business entity and Owner's business activities at the Premises, including, but not limited to, federal partnership tax returns. University shall cooperate with the Owner and the Owner's accountant or authorized personnel in compiling necessary information from the records maintained by University.

6.4 Formats. University may change the financial reporting format(s) to consolidate or separate reports. Despite any change, all essential information required by (i) Owner; (ii) the lessor under the Ground Lease; or (iii) any mortgagee of the Premises, must be provided in a usable format.

6.5 Owner's Right to Audit. Owner shall have the right to conduct periodic audits of all applicable records pertaining to the Premises under the control of University, for up to four fiscal years following their preparation. The cost of such audit(s) shall be an operational expense of the Premises and reflected as a line item in the Budget.

SECTION 7. ADVERTISING

University shall, and is hereby authorized to advertise the Premises for rent, using periodicals, signs, plans, brochures, or displays, or such other means as authorized by University. University is authorized to place signs on the Premises advertising the Premises for rent, provided such signs comply with the applicable laws and policies of University. The cost of such advertising shall be reflected as a line item in the Budget and be paid out of the Operating Account.

SECTION 8. LEASING AND RENTING

8.1 Commencing July 1, 2003, University shall retain sole responsibility to lease the apartments at the Premises using the same promotional materials, advertising, rules and regulations and lease documents developed by the University.

8.2 Authority to Lease Premises. Commencing July 1, 2003, University shall use all reasonable efforts to keep the Premises fully rented. University is authorized to prepare and execute all leases, including all renewals and extensions of leases, as agent for the Owner using forms developed by University. No lease shall be in excess of one year without prior written approval by University. University shall be Owner's exclusive leasing agent for apartments on the Premises during the term of this Agreement and shall lease all available apartments only to students, faculty and staff of University and attendees at conferences and programs of higher education which any on-campus housing is to be offered (collectively, "Eligible Tenants") unless an Event of Default has occurred under the Loan Documents and University is provided written leasing instructions by the Bond Insurer.

8.3 No Other Rental Agent. Commencing July 1, 2003, and during the time this Agreement is effective, Owner shall not authorize any other person, firm or corporation to negotiate or act as leasing or rental agent with respect to any leases for space in the Premises. Owner agrees to promptly forward all inquiries about leases to University.

8.4 Rental Rates. University is authorized to establish, change or revise any rents, fees, deposits or other charges with respect to the Premises. University acknowledges that the lease and rental policy is to be consistent with the written policies approved from time to time by Owner.

8.5 Enforcement of Leases. University will adopt procedures and policies for enforcement of the leases, including collection of rent. Unless authorized in writing by Owner, University shall not institute, in Owner's name or otherwise, legal actions or proceedings for the enforcement of any lease for the collection of rent or other income from the Premises, or for the eviction or dispossession of tenants or other persons from the Premises. University is authorized to sign and serve notice as it deems necessary for lease enforcement up to the point of instituting legal actions or proceedings, including the collection of rent and other income. University is authorized to settle, compromise, or release legal actions, claims or demands. University shall promptly notify Owner when it has knowledge of threatened or pending litigation against either of them arising from management and leasing of the Premises. All attorneys' fees, filing fees, court costs and other necessary expenses incurred in connection with actions approved by University and not recovered from tenants shall be an operating expense of the Premises to be paid by Owner as approved in the Budget.

SECTION 9. EMPLOYEES

9.1 Hiring. University shall have the duty to hire, supervise, discharge, and pay all servants, employees, contractors, or other personnel necessary to be employed in the management, maintenance, and operation of the Premises. All such personnel shall be employees of University and not of the Owner. University agrees to consider students of the University on an equal basis with other applicants for available positions at the Premises. In the event Owner shall learn of conduct by any employee of University, which Owner considers to be detrimental to the Premises, Owner may so advise University. University shall investigate any such conduct or incident reported by Owner and take such corrective action as University, in its discretion, shall deem to be advisable under the circumstances consistent with its obligations hereunder.

9.2 Employee Expenses. All wages and fringe benefits payable to University's personnel hired exclusively to provide services for the Premises, together with a reasonable allocation of wages and fringe benefits for University's personnel who provide services to the Premises part-time, and all local, state, and federal taxes and assessments (including, but not limited to, retirement, hospitalization and life insurance, social security taxes, unemployment insurance, and workers' compensation insurance, sick leave and vacation time) incident to the employment of such personnel, shall be treated as an operating expense of the Premises.

9.3 Employment Tax Returns. University shall perform all acts required of an employer and shall execute and file all tax and other returns required under applicable federal, state, and local laws, regulations, and/or ordinances governing employment, and all other statements and reports pertaining to its employees required under any similar federal or state law now or hereafter in force.

9.4 Workers' Compensation Insurance. University shall, maintain workers' compensation insurance covering the employer's liability under established workers' compensation laws. That portion of premiums for such insurance attributable to University's employees providing services to the Premises pursuant to Section 9.2 shall be an operating expense of the Premises.

9.5 Labor Laws. University shall comply with all applicable state or federal labor laws while performing its duties under this Agreement.

SECTION 10. MAINTENANCE AND REPAIR

10.1 Routine Expenditures. University is authorized to make or cause to be made, through contracted services or otherwise, all ordinary maintenance, repairs and replacements reasonably necessary to preserve the Premises in good condition and to efficiently operate the Premises, and all alterations required to comply with lease requirements, governmental regulations, policies from time to time promulgated by University, or insurance requirements. Such services shall be procured following University procedures. University is also authorized to "make ready" and redecorate the Premises as tenants vacate and to purchase or rent, on Owner's behalf, all equipment, tools, appliances, materials, supplies, uniforms and other items necessary for the management, maintenance or operation of the Premises. Such maintenance, decorating and other expenses shall be reflected as line items in the Budget and paid out of the Operating Account.

10.2 Emergency Expenditures. In addition to the authorization contained in Sections 4.2 and 10.1 and without the need for prior approval of Owner, University is authorized to incur reasonable expenses and make payments under circumstances constituting an emergency. Examples of an emergency are where repairs are immediately necessary for the preservation and safety of the Premises; or to avoid a deterioration of the level of services provided to tenants in the Premises; or to avoid danger to life or property; or to comply with federal, state, or local laws; or to comply with requirements imposed by University. University shall immediately notify Owner of emergencies affecting the Premises and follow such notification in writing.

10.3 Damage and Claims. University shall promptly investigate and make a full written report of all material accidents or material claims for damage relating to the ownership, operation and maintenance of the Premises of which University has knowledge. Reports shall describe the damage or destruction to the Premises and the estimated cost of repair. University shall cooperate with and make all reasonable reports required by any insurance company in connection with any damage to, destruction of or accidents occurring on the Premises.

10.4 Contractors and Suppliers. Unless the insurance maintained by Owner pursuant to Section 14 hereof provides coverage to contractors and materialmen performing work on or supplying materials to the Premises, University shall ensure that any and all contractors and materialmen performing work on or supplying materials to the Premises shall maintain public liability and property damage insurance. Unless otherwise approved by Owner, liability limits shall not be less than \$500,000.00 per person and \$1,000,000.00 per occurrence, and property damage limits shall be not less than \$100,000.00 per occurrence.

SECTION 11. UTILITIES AND SERVICES

University is authorized to negotiate contracts for (recurring or non-reoccurring) items of expense pursuant to the current Budget and to enter into agreements in Owner's name for all necessary utility services (electricity, gas, telephone, fuel, water, cable TV, internet access, trash, or sewer) and such other services necessary or prudent for the operation of the Premises. All such contracts shall be cancelable by Owner or cancelable by University with not more than sixty (60) days notice. Owner may enter into contracts with the University for services necessary or prudent for managing the Premises.

SECTION 12. RELATIONSHIP OF UNIVERSITY AND OWNER

The relationship of Owner and University under this Agreement shall be that of principal and agent. All duties performed by University under this Agreement (except those relating to employment of University's employees) shall be for and on behalf of Owner and for Owner's account. In taking any action under this Agreement, University shall be acting only as agent for Owner, and nothing in this Agreement shall be construed as creating a partnership, joint venture or any other relationship requiring University to bear any portion of losses arising out of or connected with the ownership or operation of the Premises. University shall not be considered an employee of Owner. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement.

SECTION 13. INDEMNITY

13.1 Indemnification by University. University agrees to indemnify, defend, and hold Owner and their respective officers, agents and employees harmless from any and all claims, demands, causes of action, lawsuits, judicial or quasijudicial proceedings, liabilities, losses, costs, or expenses, including, without limitation, attorneys' fees (collectively called the "Liabilities"), arising out of or resulting from (i) any acts or omissions of University, its

employees or agents which are outside the scope of University's authority or responsibility under this Agreement unless Owner shall have knowingly approved same or intentionally participated therein, or, insofar as University's agreement to indemnify, defend and hold Owner harmless, University has acted in good faith in complying with directives or policies of Owner and (ii) the negligent or tortious acts or omissions of University or its employees or agents; provided, however, that University shall not indemnify Owner for any Liabilities resulting from their intentional misconduct, gross negligence or bad faith of Owner, respectively. The provisions of this Section 13.1 shall survive the termination of this Agreement.

13.2 Indemnification by Owner. Owner agrees to indemnify, defend and hold the University and their respective officers, agents and employees harmless from any and all liabilities arising out of or resulting from (i) any act by Owner or any of its employees, in discharging Owner's duties under this Agreement or (ii) the negligent or tortious acts or omissions of Owner unless the University intentionally participated therein; provided, however, that Owner shall not indemnify the University for any Liabilities resulting from the intentional misconduct, gross negligence or bad faith of the University, respectively. The provisions of this Section 13.2 shall survive the termination of this Agreement.

SECTION 14. INSURANCE

14.1 Owner shall during the term of this Agreement, carry and maintain in force All-Risk property insurance against physical damage (e.g., fire with extended coverage endorsement, boiler and machinery, etc.) and liability insurance covering loss, damage, or injury to property or persons which might arise out of the occupancy, management, operation or maintenance of the Premises. The insurer, amounts and types of insurance shall be determined by Owner, but shall meet or exceed the following:

- (a) Workers' Compensation and Employers' Liability coverage with statutory Workers' Compensation coverage and Employers' Liability limits of:

Bodily Injury by Accident	\$500,000 each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 each Employee

- (b) Commercial General Liability written on a standard ISO Occurrence policy form, with limits of:

General Aggregate Limit	\$2,000,000
Products Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Legal Liability Limit	\$50,000
Medical Payments	\$5,000

- (c) Commercial Automobile Liability coverage with a combined single limit of \$1,000,000 written to cover owned, hired and non-owned vehicles

- (d) Commercial Umbrella Liability coverage with the following limits:

Policy Aggregate	\$5,000,000
Per Occurrence Limit	\$5,000,000

- (e) University shall be included as an additional insured on Owner's Commercial General Liability, Commercial automobile Liability and Commercial Umbrella Liability policies. No insurer shall hold any right of subrogation against University.
- (f) A copy of the Blanket Endorsement providing a Waiver of Subrogation or a specific Waiver of Subrogation in favor of University by Owner's Commercial general Liability and Commercial Umbrella Liability insurers shall be delivered to University.

Liability insurance policies shall contain a severability of interest clause and coverage for contractual liability and personal injury liability. Owner agrees to furnish University with certificates evidencing liability insurance within ten (10) days after written request by University. Said policies shall provide that notice of default or cancellation shall be sent to University and shall require a minimum of thirty (30) days written notice before any cancellation

SECTION 15. LIABILITY LIMITATION

University assumes no liability whatsoever for any acts or omissions of Owner, previous owners of the Premises, or any previous manager or agent of either before the date of execution of this Agreement. University assumes no liability for any failure of or default by any tenant in the payment of any rent or other charges due Owner or in the performance of any obligations owed by any tenant to Owner pursuant to any lease or otherwise. Nor does University assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. University shall notify Owner of any such regulatory violations or hazards it discovers.

All obligations of Owner under this Agreement shall be funded only from funds available from rents and revenues derived from the Premises, reserve accounts established pursuant to the financing for the Premises or from available insurance, including insurance to be maintained by Owner pursuant to this Agreement.

SECTION 16. COMPLIANCE WITH LAWS

In performing its duties under this Agreement, University shall comply with applicable laws, including but not limited to fair employment, any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, age or mental or physical handicap, the violation of which, either individually or in the aggregate, materially and adversely affects the business, earning, prospects or condition (financial or other) of University or the Premises. University shall promptly notify in writing Owner when it has knowledge of a violation of any of the matters in the preceding sentence.

SECTION 17. COMPENSATION AND EXPENSES

17.1 Management Fee and Owner Fee.

- (a) Management Fee. For any compensation for the services provided by University under this Agreement (and exclusive of reimbursement of expenses to which University is entitled hereunder), Owner is authorized to pay University a "Management Fee" equal to \$3,000.00 per month, subject to annual increases agreed to by the University and the Owner. The Management Fee is payable by the 10th day of the month for the duration of this Agreement. Payments due University for periods of less than a full calendar month shall be prorated over the number of days for which

compensation is due. The Management Fee will not be charged for the first year of the agreement. Any Management Fee Payments from July 1, 2004 and the first day of July of each calendar year thereafter, and during the term of this Agreement will be agreed to by the Owner and the University annually. The Management Fee will be included in the Housing Operating Budget.

- (b) Owner Fee. For any compensation for the services provided by Owner under this Agreement (and exclusive of reimbursement of expenses to which Owner is entitled hereunder), Owner is authorized to receive a "Owner Fee" equal to \$900.00 per month, subject to annual increases authorized by the Owner. The Owner Fee is payable by the 10th day of the month for the duration of this Agreement. Payments due Owner for periods of less than a full calendar month shall be prorated over the number of days for which compensation is due. The Owner Fee will not be charged for the first year of the agreement. Any Owner Fee Payments from July 1, 2004 and the first day of July of each calendar year thereafter, and during the term of this Agreement will be established by the Owner and the University annually. The Owner Fee will be included in the Housing Operating Budget.

17.2 Management Office. Owner shall provide space on the Premises for a management office. Owner shall pay all expenses related to such office, including, but not limited to, furnishings, equipment, personal property taxes, postage and office supplies, electricity and other utilities and telephone.

17.3 Apartments for On-Site Employees. Owner shall provide one apartment or house on the Campus, rent free to on-site manager, for use as a residence by the on-site manager and his/her family; one apartment on the Premises, rent free to on-site assistant manager or resident director, for use as a residence by the on-site assistant manager or resident director; and other apartments or bed spaces on the premises as agreed from time to time by Owner and University, rent free, for use as residences by student assistants. Occupants of such apartments shall pay for utilities in the same manner as other tenants. If University campus housing is provided to the on-site manager, rent, city utilities and cable expenses will be charged by the University to the Premises operating budget. The specific apartments shall be selected by University.

SECTION 18. REPRESENTATIONS

18.1 Owner's Representations. Owner represents that it has full power and authority to enter this Agreement.

18.2 University's Representations. University represents that it has full power and authority to enter this Agreement; that it possesses the employees, systems and expertise to efficiently manage and lease the Premises for Owner.

18.3 Survival. The representations of Owner and University in this Section 18 shall survive termination of this Agreement.

SECTION 19. NO STRUCTURAL CHANGES

Without the prior written consent of the Owner, University shall not (i) make structural changes in any building; (ii) make any alterations or additions in or to any building other than those required in connection with routine maintenance and making apartments ready for tenant occupancy; or (iii) incur any expense chargeable to Owner other than those expressly authorized under the Budget and this Agreement.

SECTION 20. BUILDING COMPLIANCE

University does not assume and is given no responsibility for compliance of the Premises or any building thereon or any equipment therein with the requirements of any building codes or with any statute, ordinance, law, or regulation of any governmental body or of any public authority or official having jurisdiction, except to notify Owner in writing promptly or forward to Owner promptly any complaint, warning, notice or summons received by University relating to such matters. Owner authorizes University to disclose the ownership of the Premises to any such officials.

SECTION 21. TERMINATION

21.1 Termination based on Resident Satisfaction. Beginning March 31, 2005, on or before March 31 of each year during the Term, University shall administer a resident satisfaction survey to all residents who are at least 18 years of age. The form of the survey to be used is set forth on Exhibit C attached. A response rate of at least 40% shall be necessary to tabulate the surveys. Provided that the tabulation threshold has been met, all responses which are received by April 15 shall be tabulated and the results of such tabulation (the "Satisfaction Tabulation") shall be delivered to Owner by May 15. Beginning July 1, 2005 Owner may terminate this Agreement as of July 1 of any year during the Term, upon the giving of at least sixty (60) days notice prior to the applicable July 1 termination date (i) with or without cause or (ii) if the most recent Satisfaction Tabulation indicates an average score of less than 3.5 (out of 5).

21.2 Termination by Either Party. This Agreement may be terminated by either Owner or University with or without cause, at the end of the Renewal Term ending July 31, 2018 or at the end of any following Renewal Term upon the giving of sixty (60) days' notice prior to the end of the Initial Term or the applicable Renewal Term. This Agreement may also be terminated as provided in Section 30 hereof.

21.3 Termination for Cause. Notwithstanding the foregoing, this Agreement shall terminate and all obligations of the parties hereunder shall cease (except those which this Agreement expressly provides shall survive termination), upon written notice from either party following the occurrence of any of the following events:

(i) Sixty (60) days after the receipt of notice by either party from the other specifying in detail a material breach of a non-monetary obligation of this Agreement, if such breach has not been cured within said sixty (60) day period; however, if such breach is of a nature that it cannot reasonably be cured within said sixty (60) day period but efforts to cure such breach have commenced and are being continued diligently, the sixty (60) day period shall be extended a maximum of an additional sixty (60) days.

(ii) Thirty (30) days after the receipt of notice by either party from the other party specifying in detail a monetary default, if such breach is not cured within said thirty (30) day period.

(iii) Upon the destruction of or substantial damage to the Premises by any cause, or the physical taking of all or a substantial portion of the Premises by eminent domain, in either case making it impossible or impracticable to continue operation of the Premises.

21.3 Payments Upon Termination. Upon termination of this Agreement, Owner shall assume the obligations of any contract or purchase order entered into by University pursuant to its authority under this Agreement for, and on behalf of, the Owner, and Owner shall be solely responsible for the prompt payment of all

unpaid bills. Upon termination of this Agreement, owner and University shall cooperate to promptly ascertain and pay all amounts due the other party. University shall deliver to Owner, on the date this Agreement is terminated or as soon as practicable thereafter, any monies due Owner with respect to the Premises, as well as a final accounting reflecting, but not limited to, the balance of assets, obligations and income and expenses for the current year with respect to the Premises as of the date of termination and all records, contracts, leases, business licenses, receipts for deposits, and other papers or documents which pertain to the Premises.

SECTION 22. HEADINGS

All headings and subheadings employed within this Agreement and any addendum or attachment hereto are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

SECTION 23. FORCE MAJEURE

Any delays in the performance of any obligations by either party to this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather, and other similar causes not within the control of the party required to perform, and any time periods required for performance shall be extended accordingly.

SECTION 24. COMPLETE AGREEMENT

This Agreement, including any exhibits, constitutes the entire agreement between Owner and University with respect to the management, leasing and operation of the Premises and supersedes and replaces any and all previous management agreements entered into and/or negotiated between Owner and University relating to the Premises. No change to this Agreement shall be valid unless made by supplemental written agreement executed by Owner, University. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein.

SECTION 25. RIGHTS CUMULATIVE; NO WAIVER

No right or remedy conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy. Each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties may be exercised from time to time and as often as may be deemed expedient by those parties.

SECTION 26. APPLICABLE LAW AND PARTIAL INVALIDITY

The execution, interpretation and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of Oklahoma. If any provisions of this Agreement or the application thereof to any entity or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to any other entity or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. In the event of litigation, venue shall be exclusively in Claremore, Oklahoma.

SECTION 27. NOTICES

Any notices, demands, consents and reports necessary or provided for under this Agreement shall be in writing and shall be addressed as follows, or at such other address as may hereafter be specified in writing by the addressee:

Owner:	RSU Foundation, L.L.C. 1701 West Will Rogers Blvd. Claremore, Oklahoma 74017-3252 Attn: Executive Director Telecopy No.: (918) 343-7892
Bond Insurer:	ACA Financial Guaranty Corporation 140 Broadway, 47 th Floor New York, New York 10005 Attn: Surveillance Manager Telecopy No.: (212) 375-2100
University:	Rogers State University 1701 W. Will Rogers Blvd. Claremore, Oklahoma 74017-3252 Attn: Dr. Joe Wiley, President Telecopy No.: (918) 343-7612
With a Copy to:	Board of Regents for the University of Oklahoma 660 Parrington Oval Norman, Oklahoma 73109 Attn: Chris A. Purcell, Vice President for University Governance Telecopy No.: (405) 325-7120

Such notice or other communication may be delivered by (i) personal delivery; (ii) United States registered or certified mail, return receipt requested, postage prepaid; or (iii) telephone facsimile. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof, confirmation of receipt of telephone facsimile or actual delivery after having been deposited in the United States mails as provided herein.

SECTION 28. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and their respective personal representatives, heirs, administrators, executors, successors and assigns; provided, however, (i) University shall not assign its rights or duties under this Agreement without the prior written consent of the Owner and the Bond Insurer, and (ii) if the beneficiary under a first lien deed of trust on the Premises shall exercise its foreclosure remedies under the deed of trust, the beneficiary, at its option, may either cancel this Agreement by notice to University within fifteen (15) days after exercising its remedies (in which event it shall have no liability under this Agreement) or within such fifteen (15) day period agree in writing to assume the obligations of Owner hereunder, in which case this Agreement shall continue in full force and effect as a contract between University and the beneficiary (with the beneficiary having no liability for obligations under this Agreement arising prior to the date it becomes a party hereto).

SECTION 29. NON-PROFIT COMPLIANCE/SAVINGS

Notwithstanding anything to the contrary contained in this Agreement, the reimbursement provisions contained in this Agreement are intended to be limited to reimbursement to University of actual and direct expenses paid by University. Furthermore, this Agreement is intended to satisfy the requirements of Revenue Procedures 97-13 in order that it will not result in a private business use under Section 141(b) of the Internal Revenue Code of 1986 and in order that the test of Section 145(a)(2)(B) of the 1986 Code will be met to allow the Owner to finance the Premises with qualified 501(c)(3) bonds and if any provision of this Agreement is determined to violate such requirements such provision shall be automatically deleted from this Agreement as of its inception, any sums received by University pursuant to such provision shall be promptly refunded to Owner, and the balance of this Agreement shall remain in full force and effect.

SECTION 30. INSURED NOTES

Owner may cause the Claremore Industrial and Redevelopment Authority to issue bonds secured by a Permitted Mortgage, as described in the Ground Lease (the "Insured Mortgage") to provide both construction and permanent financing related to the Premises and cause the bonds (the "Insured Bonds") to be insured by a ACA Financial Guaranty Corporation (the "Bond Insurer") which would issue a policy irrevocably guaranteeing to the holders of the Bonds that full and complete payment of the Bonds pursuant to the terms of the policy. In such event, notwithstanding any provision of this Management Agreement to the contrary, so long as any of the Insured Bonds remain unpaid, the following provisions shall apply:

- (i) The Bond Insurer and the trustee for the Bonds insured by the Bond Insurer shall be third party beneficiaries of this Agreement entitled to enforce the terms hereof;
- (ii) Owner and University shall cause all rents and revenues from the Premises to be made payable to Owner and the Beneficiary under the Insured Mortgage;
- (iii) In the event any party succeeds to the rights of Owner under the Ground Lease as a result of the exercise of remedies pursuant to the Insured Mortgage, such party shall not be obligated to reimburse advances in excess of \$10,000.00 made by University pursuant to Section 4.5 unless such advances were approved by the Bond Insurer, and

June 24-25, 2003

- (iv) Upon the occurrence and during the continuance of a rate covenant violation under Section 5.12 of the Loan Agreement or a default under this Agreement Bond Insurer will have the right to terminate this Agreement pursuant to Section 21 and replace the Property Manager with a manager acceptable to the Lessor pursuant to the terms of the Ground Lease.

SECTION 31. UNIVERISTY ADDITIONAL BENEFICIARY

The University shall be a party beneficiary of this Agreement entitled to enforce the terms hereof.

OWNER:

RSU FOUNDATION, L.L.C.
an Oklahoma not-for-profit limited liability
company

By: _____

UNIVERSITY:

ROGERS STATE UNIVERSITY

By: _____
Name: Dr. Joe Wiley
Title: President

RSU HOUSING LEGAL

A TRACT OF LAND SITUATED IN THE NORTHWEST QUARTER (NW/4) OF THE NORTHEAST QUARTER (NE/4) OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 16 EAST, OF THE I. B. & M., ROGERS COUNTY, STATE OF OKLAHOMA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING FROM THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE/4), THENCE S 88°20'28" W AND ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 1706.80 FEET; THENCE S 1°20'13" E AND PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER (NE/4) A DISTANCE OF 743.92 FEET TO THE "POINT OF BEGINNING". THENCE S 2°15'09" E A DISTANCE OF 518.00 FEET; THENCE S 87°44'51" W A DISTANCE OF 135.53 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 58.00 FEET A DISTANCE OF 53.14 FEET TO A POINT WHICH HAS A CHORD N 66°00'16" W A DISTANCE OF 51.30 FEET; THENCE N 39°45'24" W A DISTANCE OF 222.29 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 78.00 FEET A DISTANCE OF 51.06 FEET TO A POINT WHICH HAS A CHORD N 21°00'16" W A DISTANCE OF 50.15 FEET; THENCE N 2°15'09" W A DISTANCE OF 192.48 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 73.97 FEET A DISTANCE OF 115.02 FEET TO A POINT WHICH HAS A CHORD N 38°10'34" E A DISTANCE OF 103.78 FEET; THENCE N 87°44'51" E A DISTANCE OF 265.70 FEET TO THE "POINT OF BEGINNING". SAID TRACT CONTAINING 3.50 ACRES MORE OR LESS.

EXHIBIT A

**ROGERS STATE UNIVERSITY
Marketing and Leasing Activities**

The following is a description of the marketing and leasing activities which will be performed by Rogers State University with the goal of attaining maximum occupancy for the facility.

- **Competitive Market Knowledge**
Be familiar with where students are living and why. This involves move-out surveys and, occasionally, focus groups.
- **Brochure**
Prepare a brochure and rate schedule for the Housing to be used as a marketing aid.
- **Marketing Strategies**
Develop a detailed annual marketing plan showing strategies to retain existing residents and to attract new residents. The marketing plan will be customized for the specific property and the student enrollment and profile characteristics.
- **Reporting**
Provide occupancy and leasing reports to track progress of leasing.
- **Incentives**
Develop incentive recommendations to present to the Owner in the event leasing progress is not satisfactory. The recommendations would include the target market, the incentive to be offered, the method of communicating the offer to the target market, and the estimated costs associated with the incentive program.
- **Leasing**
Receive applications, qualify the applications (enrollment status, financial capacity, etc.), prepare lease documents for execution, and track the status of lease execution.

**EXHIBIT B
PERFORMANCE OBLIGATIONS**

ANNUAL RESIDENT SATISFACTION SURVEY

Thank you for choosing to live in campus housing this past academic year. We hope your living experience was positive and productive. In order to improve, we need your input. Please indicate your satisfaction level in the following areas by circling the appropriate number using the scale shown. Please feel free to add additional comments.

Scale:	Very Satisfied	5			
	Satisfied		4		
	Neutral	3			
	Dissatisfied	2			
	Very Dissatisfied		1		

Name: _____
(Optional)

Room/house: _____
(Optional)

HOUSING OFFICE (for the purposes of this section, the housing staff does not include the resident assistants nor the maintenance staff or housekeepers):

The housing office hours of operation.	5	4	3	2	1
The availability of the housing staff.	5	4	3	2	1
The courteousness of the housing staff.	5	4	3	2	1
The accuracy of your rent account provided by the housing staff.	5	4	3	2	1
The accuracy of other information provided by the housing staff.	5	4	3	2	1

MAINTENANCE AND HOUSEKEEPING

The condition and cleanliness of your room/house when you moved in.	5	4	3	2	1
The response time of your maintenance requests	5	4	3	2	1
The quality of work with respect to your maintenance requests.	5	4	3	2	1
The courteousness of the maintenance staff and housekeepers.	5	4	3	2	1
The lawn and grounds maintenance in your housing area.	5	4	3	2	1

PROGRAMMING AND STUDENT LIFE ISSUES

The programming topics.	5	4	3	2	1
The activities provided for residents.	5	4	3	2	1
The availability of my RA.	5	4	3	2	1
The resources provided/referred to me	5	4	3	2	1

ADDITIONAL COMMENTS: _____

ROGERS STATE UNIVERSITY - DOWNS & LEDBETTER HALL APT. RENOVATION
PROJECT NO. 0232

S.E. Iulsa Const.	Brown Const.	Magnum	Do-All Const. LLC	Mid Continental
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Base Bid "D" Apartments Renovation Downs Hall Downs Hall Alternates:	Number of Days			
	130	120	180	90
Alternate No. D1				
Repaint exterior balcony	\$7,820	\$3,800	\$9,665	\$10,356
Alternate No. D2				
Replace acoustical tile & diffusers	\$5,000	\$7,300	\$10,460	\$6,600
Alternate No. D3				
Replace lights at balcony	\$1,500	\$600	\$2,688	\$700
Alternate No. D4				
Glass shower doors	\$4,000	\$4,200	\$4,395	\$5,500
Alternate No. D5				
Accessible Apt. Unit "C"	\$26,300	\$3,100	\$4,504	\$18,000
Total All Alternates:	\$44,620	\$17,100	\$31,712	\$41,156
Total Alternates & Base Bid	\$190,620	\$202,460	\$224,078	\$297,156

Base Bid "L" Apartments Renovation Ledbetter Hall Ledbetter Hall Alternates:	Number of Days			
	130	120	180	90
Alternate No. L1				
Repaint exterior balcony	\$7,820	\$3,200	\$9,665	\$10,356
Alternate No. L2				
Replace acoustical tile & diffusers	\$5,800	\$12,100	\$16,374	\$9,720
Alternate No. L3				
Replace lights at balcony	\$1,500	\$600	\$2,912	\$700
Alternate No. L4				
Glass shower doors	\$6,200	\$10,500	\$6,592	\$7,000
Alternate No. L5				
Downs Hall Accessible Unit "D"	\$25,000	\$2,200	\$5,092	\$17,000
Total All Alternates:	\$46,320	\$21,500	\$40,635	\$44,776
Total Alternates & Base Bid	\$298,820	\$261,600	\$279,635	\$396,776

SOUTH CAROLINA STATE UNIVERSITY - PARKING LOTS

PROJECT NO. 0311 BID DATE: JUNE 17, 2003

	ACCELL	Brown Const.	Magnum	S.E. Tulsa	Builder's	Cherokee
Bid "A" Parking Lot "A" Calendar Days Alternate A1 Heavy Duty Asphalt Paving at Drives Alternate A2 Parking Lot Lighting Total of Alternates TOTAL BID "A"	\$188,070	\$198,000	\$207,000	\$183,000	\$184,563	\$212,330
	35	110	120	90	120	60
	\$7,125	\$7,000	\$8,000	\$6,900	\$7,295	\$6,753
	\$16,412	\$9,300	\$10,700	\$14,800	\$11,367	\$16,964
	\$23,537	\$16,300	\$18,700	\$21,700	\$18,662	\$23,717
	\$211,607	\$214,300	\$225,700	\$204,700	\$203,225	\$236,047
ACCELL Brown Const. Magnum S.E. Tulsa Builder's Unlimited Cherokee Builders						
Bid "B" Parking Lot "B" Calendar Days Alternate B1 Heavy Duty Asphalt Paving at Drives Alternate B2 Parking Lot Lighting Alternate B3 Asphalt overlay existing parking lot Total of Alternates TOTAL BID "B"	\$94,566	\$128,000	\$120,000	\$94,000	\$80,801	\$108,879
	27	100	90	90	90	60
	\$6,240	\$6,200	\$7,000	\$6,100	\$6,390	\$2,767
	\$14,124	\$7,500	\$8,300	\$1,000	\$11,146	\$14,287
	\$8,000	\$10,200	\$10,200	\$10,900	\$7,782	\$10,715
\$28,364	\$23,900	\$25,500	\$18,000	\$25,318	\$27,769	
	\$122,930	\$151,900	\$145,500	\$112,000	\$106,119	\$136,648
ACCELL Brown Const. Magnum S.E. Tulsa Builder's Unlimited Cherokee Builders						
Bid "C" Parking Lot "C" Calendar Days Alternate C1 Heavy Duty Asphalt Paving at Drives Alternate C2 Parking Lot Lighting Total of Alternates TOTAL BID "C"	\$59,190	\$89,000	\$80,000	\$70,000	\$60,735	\$67,603
	20	90	90	90	90	60
	\$2,700	\$3,000	\$3,400	\$2,600	\$2,764	\$2,767
	\$15,312	\$10,500	\$11,200	\$13,200	\$14,253	\$15,721
	\$18,012	\$13,500	\$14,600	\$15,800	\$17,017	\$18,488
	\$77,202	\$102,500	\$94,600	\$85,800	\$77,752	\$86,091
ACCELL Brown Const. Magnum S.E. Tulsa Builder's Unlimited Cherokee Builders						
TOTAL ALL BIDS	\$411,739	\$468,700	\$465,800	\$402,500	\$387,096	\$458,786